



## County Council Meeting Beaufort County, SC

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

**Monday, April 11, 2022  
6:00 PM**

### AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION - CHAIRMAN PASSIMENT
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 - February 28, 2022
6. ADMINISTRATOR'S REPORT
7. PRESENTATION OF A PROCLAMATION RECOGNIZING MAY 1ST - MAY 7TH AS CORRECTIONAL OFFICER'S WEEK
8. PRESENTATION OF A PROCLAMATION RECOGNIZING APRIL 11- APRIL 17 AS ANIMAL CONTROL WEEK

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### CITIZEN COMMENTS

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

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### COMMITTEE REPORTS

10. LIASION AND COMMITTEE REPORTS

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### PUBLIC HEARINGS AND ACTION ITEMS

11. MATTERS ARISING OUT OF EXECUTIVE SESSION
12. APPROVAL OF CONSENT AGENDA

13. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO APPROVE THE TEXT AMENDMENTS TO CHAPTER 14, ARTICLE II: ANIMAL CONTROL ORDINANCES  
*Vote at First Reading on March 14, 2022- 11:0*  
*Vote at Second Reading on March 28, 2022- 11:0*
14. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE APPROVAL TO TERMINATE AN EASEMENT AND EXECUTE AN EASEMENT ENCUMBERING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS FORDS SHELL RING  
*Vote at First Reading on March 14, 2022- 11:0*  
*Vote at Second Reading on March 28, 2022- 11:0*
15. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE REPEALING AN ORDINANCE CREATING THE SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD  
*Vote at First Reading on March 14, 2022- 11:0*  
*Vote at Second Reading on March 28, 2022- 11:0*
16. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR A BUDGET AMENDMENT YEAR FISCAL YEAR 2022. *FISCAL IMPACT- FUNDING WILL BE FROM THE OPERATING SURPLUS OF FISCAL YEAR 2022*  
*Vote at First Reading on March 28, 2022- 11:0*
17. SECOND READING OF AN ORDINANCE TO REPEAL CHAPTER 82 OF THE CODE OF ORDINANCES OF BEAUFORT COUNTY, TO TERMINATE THE COLLECTION OF SCHOOL DEVELOPMENT IMPACT FEES, TO REFUND ALL SCHOOL IMPACT FEES PAID, TO TERMINATE THE COLLECTION OF PARKS AND RECREATION FACILITIES IMPACT FEES, ROAD FACILITIES IMPACT FEES—SOUTHERN BEAUFORT COUNTY SERVICE AREA, ROAD FACILITIES IMPACT FEES—NORTHERN BEAUFORT COUNTY SERVICE AREA, LIBRARY FACILITIES IMPACT FEES, FIRE FACILITIES IMPACT FEES AND OTHER MATTERS RELATED THERETO
18. APPROVAL OF A RESOLUTION RECOGNIZING APRIL AS FAIR HOUSING MONTH
19. APPROVAL OF A RESOLUTION TO REVISE THE BEAUFORT COUNTY EMERGENCY DISASTER POLICY & PROCEDURES A.9
20. APPROVAL OF A RESOLUTION TO AMEND RESOLUTION 2021/22 WHICH SUPPORTS PUBLIC ACCESS AND PASSIVE RECREATION PROJECTS ON RURAL AND CRITICAL LAND PRESERVATION PROGRAM PASSIVE PARK PROPERTIES; AND CONTRACT AWARD FOR WHITEHALL PARK PHASE I CONSTRUCTION (IFB #030122)
21. APPROVAL OF A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE STORMWATER MANAGEMENT AND UTILITY WITH THE CITY OF BEAUFORT (\$4,491)
22. APPROVAL OF A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE STORMWATER MANAGEMENT AND UTILITY WITH THE TOWN OF PORT ROYAL (\$2,898)
23. APPROVAL OF A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE STORMWATER MANAGEMENT AND UTILITY WITH THE TOWN OF BLUFFTON (\$10,962)
24. APPROVAL OF A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE STORMWATER MANAGEMENT AND UTILITY WITH THE TOWN OF HILTON HEAD ISLAND (\$26,829)
25. RECOMMEND APPROVAL OF A **REVISED** RESOLUTION OF BEAUFORT COUNTY RESPONSES TO TOWN OF HILTON HEAD COMMENTS ON THE US 278 CORRIDOR TRAFFIC IMPROVEMENT PROJECT.

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**CITIZEN COMMENTS**

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

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## **CONSENT AGENDA**

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### **Items Originating from the Community Services and Public Safety Committee**

1. APPROVAL OF THE APPOINTMENT OF JOE WALSH TO THE BEAUFORT COUNTY, BLUFFTON TOWNSHIP FIRE DISTRICT BOARD FOR A FIRST TERM WITH AN EXPIRATION DATE OF APRIL 2026 (TOWN OF BLUFFTON APPOINTEE)
2. RECOMMEND APPROVAL TO THE GOVERNOR'S OFFICE OF THE APPOINTMENTS OF GALEN STURUP COMEAU AND DANIELLE QUAT TO THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD EACH FOR A FIRST TERM WITH AN EXPIRATION DATE OF APRIL 2026
3. APPROVAL OF THE REAPPOINTMENTS OF ANDREW MASON AND NANCY LUDTKE TO THE DAUFUSKIE ISLAND FIRE DISTRICT BOARD EACH FOR THEIR SECOND TERM WITH AN EXPIRATION DATE OF APRIL 2026
4. APPROVAL OF THE REAPPOINTMENT OF CHET HOUSTON TO THE LADY'S ISLAND/ST. HELENA FIRE DISTRICT COMMISSION FOR A SECOND TERM WITH AN EXPIRATION DATE OF APRIL 2026
5. APPROVAL OF THE REAPPOINTMENTS OF BRUCE YEAGER, JR., (FOR A FOURTH TERM) AND BILL BROWN (FOR A SECOND TERM) TO THE BEAUFORT COUNTY PARKS AND RECREATIONS BOARD EACH WITH AN EXPIRATION DATE OF APRIL 2026
6. APPROVAL OF THE APPOINTMENT OF DR. WILLIAM JESSEE TO THE BEAUFORT MEMORIAL HOSPITAL BOARD FOR A FIRST TERM WITH AN EXPIRATION DATE OF APRIL 2026

### **Items Originating from the Natural Resources Committee**

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

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## **END OF CONSENT AGENDA**

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

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



## Caucus Beaufort County, SC

This meeting was held both in person at Hilton Head Island High School's Auditorium, 44 School Road, Hilton Head Island, and also virtually through Zoom.

**Monday, February 28, 2022  
4:00 PM**

### MINUTES

1. **CALL TO ORDER**

Chairman Passiment called the meeting to order at 4:00 PM.

**PRESENT**

Chairman Joseph F. Passiment  
Vice-Chairman D. Paul Sommerville  
Council Member Logan Cunningham  
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

2. **PLEDGE OF ALLEGIANCE**

Council Member Cunningham led the Pledge of Allegiance.

3. **FOIA**

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.

4. **APPROVAL OF THE AGENDA**

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

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

5. **AGENDA REVIEW**

There weren't items on the agenda that needed to be reviewed.

6. **EXCEUTIVE SESSION**

**Motion:** It was moved by Council Member McElynn seconded by Council Member Flewelling to go into executive session at 4:08 PM.

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

8. **ADJOURNMENT**

The meeting adjourned at 6:10 pm

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



## County Council Meeting Beaufort County, SC

This meeting was held both in person at Hilton Head Island High School's Auditorium, 44 School Road, Hilton Head Island, and also virtually through Zoom.

Monday, February 28, 2022  
6:00 PM

### MINUTES

1. **CALL TO ORDER**

Chairman Passiment Called the meeting to order at 6:13PM.

**PRESENT**

Chairman Joseph F. Passiment  
Vice Chairman D. Paul Sommerville  
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  
Council Member Logan Cunningham

**ABSENT**

Council Member Mark Lawson

2. **PLEDGE OF ALLEGIANCE AND INVOCATION**

Council Member Cunningham led the pledge of allegiance and gave the invocation.

3. **FOIA**

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

4. **APPROVAL OF AGENDA**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve the agenda.

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

**5. APPROVAL OF MINUTES**

**Motion:** It was moved by, Council Member McElynn, Seconded by Council Member Cunningham to approve the minutes from February 7, 2022.

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

**6. ADMINISTRATOR'S REPORT**

To see County Administrator, Eric Greenway's report please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/155320>

**7. CHECK PRESENTATION FOR THE BEAUFORT BROADBAND EVERYWHERE PROJECT**

Richard Knoll with Hargray Communications presented Beaufort County's IT Department with a check for \$20,000 to aid in the County's Broadband efforts.

**8. CITIZEN COMMENTS**

There were no citizen comments.

**9. PRESENTATION OF THE FISCAL YEAR 2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT.**

David Irwin, of Mauldin Jenkins, reviewed the Independent Auditor's Report. To see the full presentation please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/155320>

**10. LIASION AND COMMITTEE REPORTS**

Council Member Sommerville briefed Council on his recent trip to DC to attend the National Association of County's Conference.

Council Member Howard stated TCL is expanding their dual enrollment program to Hampton County and overall program enrollment is up.

Council Member Rodman reviewed the Public Facilities Committee consent agenda items.

Council Member Hervochon gave an update from his recent attendance at the Beaufort County Transportation Committee retreat and applauded the committee Chair, Kraig Gordon, for all of his efforts.

Chairman Passiment announced that he and Vice-Chair Sommerville along with various staff recently attended the SCAC Mid-Year Conference.

**11. APPROVAL OF CONSENT AGENDA**

**Motion:** It was moved by Council Member McElynn Seconded by Vice-Chairman Sommerville to approve the consent agenda.

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

**12. MATTERS ARISING OUT OF THE CAUCUS EXECUTIVE SESSION**

**Item #1**



**Motion:** It was moved by made by Vice-Chairman Sommerville, Seconded by Council Member Rodman the county administrator be directed to request line-item budgets with supporting details for revenues and expenditures for all elected and appointed officials.

**The Vote** - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member McElynn, Council Member Dawson, Council Member Cunningham. Voting Nay: Council Member Flewelling. The motion passed 9:1.

## Item #2

**Motion:** It was moved by Council Member Glover, Seconded by Council Member Howard to sell real property identified as 16 Paige Point Road for \$80,000 and a permanent conservation easement on the 10 acre tract.

**Discussion:** to see full discussion please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/155320>

**The Vote** - Voting Yea: Chairman Passiment, Council Member Glover, Council Member Hervochon, Council Member Howard, Council Member McElynn. Voting Nay: Vice-Chair Sommerville, Council Member Rodman, Council Member Dawson, Council Member Flewelling, Council Member Cunningham. The motion failed 5:5

### 13. **PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AMENDING THE FY2022 BUDGET ORDINANCE FOR RECEIPT OF ARPA FUNDS**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Cunningham to approve Third Reading of an Ordinance Amending the FY2022 Budget Ordinance for Receipt of ARPA Funds.

The Chairman opened the floor for public comment.

No one came forward.

The Chairman closed public comment.

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

### 14. **PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AMENDING BEAUFORT COUNTY ORDINANCE 2008/17 AND ADOPTING THE BUCKWALTER ACCESS MANAGEMENT PLAN**

**Motion:** It was moved by Council Member Flewelling, Seconded by Council Member Rodman to approve Third Reading of an Ordinance amending Beaufort County Ordinance 2008/17 and adopting the Buckwalter Access Management Plan.

The Chairman opened the floor for public comment.

No one came forward.

The Chairman closed public comment.

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

### 15. **PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AMENDING THE FY 2022 GENERAL FUND BUDGET (GRAVES ROAD)**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Flewelling to approve Third Reading of an Ordinance Amending the FY 2022 General Fund Budget (Graves Road).

The Chairman opened the floor for public comment.

No one came forward.

The Chairman closed public comment.

**The Vote** - Voting Yea: Chairman Passiment, Council Member Hervochoon, Council Member Rodman, Council Member McElynn, Council Member Cunningham, Council Member Flewelling. Voting Nay: Vice Chair Sommerville, Council Member Glover, Council Member Howard, Council Member Dawson. The motion passed 6:4

**16. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AMENDING THE FY 2022 GENERAL FUND BUDGET TO PURCHASE THE BCSO DOWLING LOTS**

**Motion:** It was moved by Vice-Chairman Sommerville, Seconded by Council Member Howard to approve Third Reading of an Ordinance amending the FY 22 General Fund Budget to purchase the BCSO Dowling lots.

The Chairman opened the floor for public comment.

No one came forward.

The Chairman closed public comment.

**The Vote** - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member McElynn, Council Member Dawson, Council Member Flewelling. Voting Nay: Council Member Hervochoon, Council Member Cunningham. The Motion passed 8:2

**17. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE REGARDING A TEXT AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES: ARTICLE VII, DIVISION 4, SECTION 2-508; SECTION 2-509; SECTION 2-513; SECTION 2-517; AND SECTION 2-541 TO UPDATE ADMINISTRATIVE CHANGES, TO PROVIDE NECESSARY CONTRACT DOLLAR THRESHOLD CHANGES AND TO UPDATE EXEMPTION PROVISIONS AND PROCEDURES**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Cunningham to approve Third Reading of an Ordinance regarding a text amendment to Beaufort County code of ordinances: Article VII, division 4, section 2-508; section 2-509; section 2-513; section 2-517; and section 2-541 to update administrative changes, to provide necessary contract dollar threshold changes and to update exemption provisions and procedures.

The Chairman opened the floor for public comment.

No one came forward.

The Chairman closed public comment.

**The Vote** - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member McElynn, Council Member Dawson, Council Member Flewelling, Council Member Cunningham. Voting Nay:

Council Member Hervochon. The motion passed 9:1

**18. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO AMEND ARTICLE IX: GOVERNMENT-OWNED PROPERTY AND FACILITIES, DIVISION 2 OF BEAUFORT COUNTY'S CODE OF ORDINANCES TO INCLUDE A NEW SECTION: SECTION 2-675. CAMPING PROHIBITED**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Howard to approve Second Reading of an ordinance to amend article ix: government-owned property and facilities, division 2 of Beaufort County's code of ordinances to include a new section: section 2-675. Camping prohibited.

The Chairman opened the floor for public comment.

No one came forward.

The Chairman closed public comment.

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

**19. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING ARTICLE III, SECTION 2 OF THE 2020 BUSINESS LICENSE TAX ORDINANCE, SO THAT THE DEFINITION OF "BUSINESS" MEANS "ANY BUSINESS, CALLING, OCCUPATION, PROFESSION, OR ACTIVITY ENGAGED IN WITH THE OBJECT OF GAIN, BENEFIT, OR ADVANTAGE, EITHER DIRECTLY OR INDIRECTLY. IN ADDITION TO THE ABOVE-DESCRIBED ACTIVITIES CONSTITUTING DOING BUSINESS IN THE COUNTY, AN INDIVIDUAL OWNS AND RENTS TWO OR MORE RESIDENTIAL UNITS (OR HOLDS A PARTIAL INTEREST THEREIN) WITHIN THE COUNTY, EXCLUDING THE MUNICIPALITIES THEREIN. THIS APPLIES TO (30 DAYS OR MORE) ONLY**

**Motion:** It was moved by Council Member Flewelling, Seconded by Council Member McElynn to approve Second Reading of an ordinance amending article iii, section 2 of the 2020 Business License Tax Ordinance, so that the definition of "business" means "any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, either directly or indirectly. In addition to the above-described activities constituting doing business in the county, an individual owns and rents two or more residential units (or holds a partial interest therein) within the County, excluding the municipalities therein. This applies to (30 days or more) only.

The Chairman opened the floor for public comment.

No one came forward.

The Chairman closed public comment.

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

**20. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE APPROVING THE CONVEYANCE OF PORTIONS OF THE RIGHT OF WAY KNOWN AS BOSTICK ROAD AND AUTHORIZES THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS**

**Motion:** It was moved by Council Member Flewelling, Seconded by Council Member Glover to approve Second Reading of an ordinance approving the conveyance of portions of the right of way known as bostick road and authorizes the county administrator to execute the necessary documents.

The Chairman opened the floor for public comment.

No one came forward.

The Chairman closed public comment.

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

**21. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE APPROPRIATING FUNDS FROM ACCOMMODATIONS TAX FUND BASED ON RECOMMENDATIONS FROM THE ACCOMMODATIONS TAX(STATE 2%) BOARD TO TOURISM-RELATED ORGANIZATIONS IN THE AMOUNT OF \$800,000.**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Cunningham to approve Second Reading of an ordinance appropriating funds from accommodations tax fund based on recommendations from the accommodations tax(state 2%) board to tourism-related organizations in the amount of \$800,000.

The Chairman opened the floor for public comment.

No one came forward.

The Chairman closed public comment.

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

**22. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE TO APPROVE THE FUNDING OF THE BOUNDARY STREET TENNIS COURTS PROJECT, APPROVE THE RECOMMENDATION TO AWARD IFB# 112221E CONSTRUCTION CONTRACT, AND TO MAKE APPROPRIATIONS THEREFORE**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Glover to approve Second Reading of an ordinance amending the 2021-2022 budget ordinance to approve the funding of the boundary street tennis courts project, approve the recommendation to award ifb# 112221e construction contract, and to make appropriations, therefore.

The Chairman opened the floor for public comment.

No one came forward.

The Chairman closed public comment.

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

**23. FIRST READING OF AN ORDINANCE FOR APPROVAL OF A ZONING MAP AMENDMENT/REZONING REQUEST FOR NINETEEN (19) RURAL AND CRITICAL LANDS PRESERVATION PROGRAM PROPERTIES FROM VARIOUS ZONING DISTRICTS TO T1 NATURAL PRESERVE (T1NP)**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Flewelling to approve First Reading of an ordinance for approval of a zoning map amendment/rezoning request for nineteen (19) rural and critical lands preservation program properties from various zoning districts to t1 natural preserve (t1np).

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

**24. FIRST READING OF AN ORDINANCE FOR APPROVAL OF A ZONING MAP AMENDMENT REQUEST FOR 6.26 ACRES (R100 027 000 0387 0000) 186 CHEROKEE FARMS ROAD FROM T2 RURAL TO T4 HAMLET CENTER OPEN**

**Motion:** It was moved by Council Member Flewelling, Seconded by Vice Chairman Sommerville to approve First Reading of an ordinance for approval of a zoning map amendment request for 6.26 acres – 186 Cherokee Farms Road from T2 Rural to T4 Hamlet Center.

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

**25. FIRST READING OF AN ORDINANCE FOR APPROVAL OF A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTIONS A.2.40 (PERMITTED ACTIVITIES), A.4.40 (PERMITTED ACTIVITIES), AND A.5.40 (PERMITTED ACTIVITIES) TO REVISE THE LADY’S ISLAND COMMUNITY PRESERVATION, LADY’S ISLAND NEIGHBORHOOD ACTIVITY CENTER, AND LADY’S ISLAND PROFESSIONAL OFFICE DISTRICTS TO INCLUDE SHORT-TERM RENTALS AS A SPECIAL USE.**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Dawson to approve first reading of an ordinance for approval of a text amendment to the community development code sections a.2.40 (permitted activities), a.4.40 (permitted activities), and a.5.40 (permitted activities) to revise the Lady’s Island Community Preservation, Lady’s Island Neighborhood Activity Center, and Lady’s Island Professional Office districts to include short-term rentals as a special use.

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

**26. FIRST READING OF AN ORDINANCE FOR APPROVAL OF A ZONING MAP AMENDMENT/REZONING REQUEST FOR 6.55 ACRES (R600 041 000 0172 0000) AT 28 BUCKINGHAM PLANTATION DRIVE FROM T4 HAMLET CENTER OPEN TO T4 NEIGHBORHOOD CENTER**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Howard to approve first reading of an ordinance for approval of a zoning map amendment request for 6.55 acres at 28 Buckingham Plantation Drive from T4 Hamlet Center Open to T4 Neighborhood Center.

**Discussion:** Council Member Hervochon stated this is in his district and he requested some numbers regarding the amount of volume the County will be putting into that area.

To see the full discussion please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/155320>

**The Vote** - Voting Yea: Chairman Passiment, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member Dawson, Council Member Flewelling. Voting Nay: Vice Chairman Sommerville, Council Member Hervochon, Council Member McElynn, Council Member Cunningham. The motion passed 6:4

**27. FIRST READING FOR AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY WITH TMS NO. R200 010 000 0170 0000**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Glover to approve First Reading of an ordinance authorizing the County Administrator to execute the

necessary documents to convey a portion of property owned by Beaufort County with TMS No.R200 010 000 0170 0000.

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

**28. FIRST READING OF AN ORDINANCE TO AMEND THE 2021-22 BUDGET TO RECOGNIZE ARPA FUND EXPENDITURES**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve First Reading of an ordinance to amend the 21-22 Budget to recognize ARPA fund expenditures.

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

**29. FIRST READING OF AN ORDINANCE FOR APPROVAL OF FY 2022 LOCAL ACCOMMODATIONS & LOCAL HOSPITALITY TAX GRANT AWARDS- FISCAL IMPACT: RECOMMENDATIONS OF \$2,149,808 TO BE PROVIDED OUT OF THE LOCAL ACCOMMODATIONS TAX FUND AND THE LOCAL HOSPITALITY TAX FUND**

**Motion:** It was moved by made by Vice Chairman Sommerville, Seconded by Council Member McElynn to approve First Reading of an ordinance for approval of FY 2022 Local Accommodations and Local Hospitality Tax Grand Awards.

**Motion to Amend:** it was moved by Vice-Chair Sommerville, Seconded by Council Member Glover to change the amount from \$2,149,808 to \$2,399,808.00 which is an increase of \$250,000.

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

**Main Motion:** It was moved by made by Vice Chairman Sommerville, Seconded by Council Member McElynn to approve First Reading of an ordinance for approval of FY 2022 Local Accommodations and Local Hospitality Tax Grand Awards recommendations of \$2,399,808.00 to be provided out of the local accommodations tax fund and the local hospitality tax fund.

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

**30. FIRST READING OF AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING AN EMERGENCY MEDICAL SERVICES ("EMS") DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW DEVELOPMENT IN THE COUNTY EXCEPT FOR NEW DEVELOPMENT IN THE TOWN OF HILTON HEAD ISLAND; TO ENSURE THAT EMS FACILITIES (EMS STATIONS AND EMERGENCY VEHICLES) WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM NEW DEVELOPMENT IN THE COUNTY (EXCEPT WITHIN HILTON HEAD ISLAND) BASED ON THE COUNTY'S LEVEL OF SERVICE STANDARDS FOR EMS FACILITIES AND CAPITAL IMPROVEMENTS PLAN (CIP), AND TO ASSIGN THE COSTS OF SUCH EMS FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW DEVELOPMENT**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Rodman to approve First Reading of an establishing and adopting an EMS development impact fee to be imposed on all new development in the County except for new development in the Town of Hilton Head Island; to ensure that EMS facilities will be available and adequate to accommodate the need expected to be generated from new development in the County based on the County's level of service standards for EMS facilities and capital improvements plan (cip), and to assign the costs of such EMS facilities on a proportionate share basis to new development.

**Discussion:** To see full discussion please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/155320>

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

31. **FIRST READING OF AN ORDINANCE FOR APPROVAL OF A TEXT AMENDMENT TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 82: IMPACT FEES, ARTICLE I, IN GENERAL; ARTICLE II, DEVELOPMENT IMPACT FEE PROCEDURES; ARTICLE, III, PARKS, AND RECREATION FACILITIES; ARTICLE V, LIBRARY FACILITIES; ARTICLE VI, FIRE FACILITIES; AND EFFECTIVE DATES**

**Motion:** It was moved by Vice-Chairman Sommerville, Seconded by Council Member Dawson to approve First Reading of an ordinance for approval of a text amendment to the Beaufort County code of ordinances, chapter 82: impact fees, article i, in general; article ii, development impact fee procedures; article, iii, parks, and recreation facilities; article v, library facilities; article vi, fire facilities; and effective dates.

**Discussion:** To see full discussion please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/155320>

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

32. **FIRST READING OF AN ORDINANCE FOR APPROVAL OF A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 4.1.70 (DRIVE-THOROUGH FACILITIES) TO CLARIFY THE STANDARDS FOR DRIVE-THROUGHS IN TRANSECT ZONES AND TO ADD/AMEND STANDARDS TO MANAGE THE DEVELOPMENT OF DRIVE-THROUGHS IN BOTH THE TRANSECT AND CONVENTIONAL ZONES**

**Motion:** it was moved by Council Member Howard, Seconded by Vice-Chairman Sommerville to approve First Reading of an ordinance for approval of a text amendment to the community development code (cdc): section 4.1.70 (drive-through facilities) to clarify the standards for drive-throughs in transect zones and to add/amend standards to manage the development of drive-throughs in both the transect and conventional zones.

**Discussion:** To see full discussion please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/155320>

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

- 33 - 39. **RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT AMERICAN RESCUE PLAN ACT 2021 (ARPA) GRANT FUNDS FOR HILTON HEAD ISLAND AIRPORT - FISCAL IMPACT: INCOMING GRANT FUNDS - \$1,995,069; RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ACCEPT AMERICAN RESCUE PLAN ACT 2021 (ARPA) GRANT FUNDS FOR BEAUFORT EXECUTIVE AIRPORT (ARW) - FISCAL IMPACT: INCOMING GRANT FUNDS - \$32,000; RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO PROVIDE FUNDING NOT TO EXCEED \$25,000 FOR A DESIGN PLANNING CHARRETTE TO DEVELOP DESIGN CRITERIA AND DRAWINGS TO ENHANCE THE IMPLEMENTATION OF THE LADY'S ISLAND PLAN; RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT 2022 PALMETTO PRIDE LITTER PREVENTION GRANT AWARD; RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT 2022 PALMETTO PRIDE KEEP SC BEAUTIFUL AFFILIATE SUPPORT GRANT AWARD; RECOMMEND APPROVAL OF A RESOLUTION FOR EMINENT DOMAIN FOR A PORTION OF PARCELS R600 039 000 130A AND R600 039 000 1704 TO INSTALL THE 2018 ONE-CENT SALES TAX PROJECT BLUFFTON PARKWAY PATHWAY EXTENSION; RECOMMEND**

**APPROVAL OF A RESOLUTION FOR THE ACCEPTANCE OF A GRANT AWARD FROM THE SC DEPARTMENT OF TRANSPORTATION FOR THE DAUFUSKIE ISLAND FERRY**

**Motion:** It was moved by Council Member Rodman, Seconded by Council Member Glover to approve items 33 through 39 at one time.

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

40. **CITIZEN COMMENTS**

Council Member Howard read the following email from Southern Beaufort Corridor Committee Chair Dennis Neilsen.

To members of the Beaufort County Council: As the newly elected Chair of the Southern Beaufort County Corridor Beautification Board it is my understanding that all County financial support for the SBCCBB will soon be discontinued. I wish to express my disappointment. From all the positive statements concerning the improvements of the views along 278 I and other Board members have heard from members of the community and visitors, I believe there is a high Return on Investment factor for businesses, pride in the community, and support for the tourist industry. I do remember, not that long ago, when the grass wasn't mowed very often, and other not so welcoming trash was present. I do realize the increased cost for maintenance and DOT changes in plant selections - and certainly these changes must be considered - however, how much is too much for showing a pleasant welcome to all who visit us? Lastly, when has County Council surveyed the community to get their evidence that the beautification of the Southern Corridor is not worth support by the community? If you have that data, please share it so this choice is more than a small number of community leaders. Thank you for giving me the opportunity to speak my views. Dr. Dennis Nielsen - a community member for 40 years.

41. **ADJOURNMENT**

**The meeting adjourned at 7:50PM**

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



# ~ Proclamation ~

**Whereas**, in 1987 Congress passed, and President Ronald Reagan signed, Public Law 99-611, proclaiming the first week of May as "National Correctional Officers Week": and

**Whereas**, the operation of correctional and detention facilities represents a crucial component of our Criminal Justice System; and

**Whereas**, correctional officers play a vital role in protecting the rights of the public to be safeguarded from criminal activity; and

**Whereas**, correctional personnel are responsible for the safety and dignity of the human beings charged to their care; and

**Whereas**, correctional personnel work under demanding circumstances and face danger in their daily work lives, often sacrificing personal and family time to provide a necessary, but thankless, unrecognized, and behind the scenes service to the public; and

**Whereas**, the staff of the Beaufort County Detention Center has continually demonstrated their skill and professionalism in running one of the finest facilities in the State.

**Now, therefore, be it resolved**, that Beaufort County Council proclaims  
**May 1<sup>st</sup> – May 7<sup>th</sup> National Correctional Officers Week.**

Dated this 11th day of April 2022.



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Joseph Passiment, Chairman  
Beaufort County Council

# ~ Proclamation ~

**Whereas**, the National Animal Care and Control Association has designated the second week of April each year as National Animal Care and Control Appreciation Week; and

**Whereas**, various federal, state, and local government officials throughout the country take this time to recognize and thank all Animal Control Officers and Animal Services Staff for their dedicated service provided to the citizens across the nation; and

**Whereas**, every day, Animal Control officers and shelter attendants put themselves in potentially dangerous situations to protect the health and welfare of all kinds of animals and the public; and

**Whereas**, in addition to field work and Animal Laws enforcement, Beaufort County Animal Services along with Hilton Head Humane Association delivers critical community programs such as adoption and outreach events, spay and neuter, vaccination, and microchip clinics; and

**Whereas**, Beaufort County recognizes the Animal Services and Hilton Head Humane Association staff for their dedication in serving animals and residents of our community; and

**Now, therefore, be it resolved**, that Beaufort County Council proclaims

**April 11<sup>th</sup> – April 17<sup>th</sup> National Animal Care and Control Appreciation Week.**

Dated this 28th day of March 2022.



beaufort county  
ANIMAL SERVICES




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Joseph Passiment, Chairman  
Beaufort County Council

# CITIZEN/PUBLIC COMMENTS

Item 9.

April 11, 2022

	FULL NAME	PHONE # or EMAIL ADDRESS
1.	Ladson F. Howell <i>Prescription easement.</i>	843-252-1777
2.	Jessie White	jessiew@scccl.org
3.		
4.		
5.		
6.		
7.		
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10.		
11.		
13.		
14.		
15.		
16.		



# BEAUFORT COUNTY COUNCIL AGENDA ITEM S

## UMMARY

<b>ITEM TITLE:</b>
Text Amendments to Chapter 14, Article II: Animal Control Ordinances
<b>MEETING NAME AND DATE:</b>
Community Services Committee 03/07/2022 02:00 PM
<b>PRESENTER INFORMATION:</b>
Brittany Ward, Deputy County Attorney (Presenting) & Tallulah McGee, Director of Animal Services (Co-Presenting) 15 Minutes
<b>ITEM BACKGROUND:</b>
First time being brought forward
<b>PROJECT / ITEM NARRATIVE:</b>
Numerous proposed changes to Chapter 14’s Animal Control Ordinances. (See Backup Material)
<b>FISCAL IMPACT:</b>
No Physical or Financial Impact
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Recommend approval of Text Amendments
<b>OPTIONS FOR COUNCIL MOTION:</b>
Move forward to Council for First Reading

2022 / \_\_\_\_\_

**AN ORDINANCE AMENDING CERTAIN TEXT IN THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 14: ANIMALS**

**WHEREAS**, Beaufort County (“County”) established Chapter 14 of the Beaufort County Code of Ordinances, referred to as the Animal Control Ordinance, in 2010;

**WHEREAS**, the County recommends that certain text amendments be made to Chapter 14 in order to better address the health and safety of Beaufort County citizens and visitors;

**WHEREAS**, the deleted text is struck through and the added text is underlined in Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, the Beaufort County Council finds it appropriate and in the best interests of its citizens and visitors to amend the text as shown in Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council, at a duly assembled meeting, hereby approves certain text amendments to Chapter 14 of the Beaufort County Code of Ordinances as described in Exhibit A, attached hereto and incorporated herein by reference.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

## ARTICLE II. - ANIMAL CONTROL<sup>[2]</sup>

### Sec. 14-27. - Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined:

*Abandonment* shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours.

*Animal* shall mean a live vertebrate creature except a human being.

*BCAS* shall mean Beaufort County Animal Services.

*BCAS director* shall mean any person so appointed by the county administrator.

*BCAS facility* shall mean any facility so designated by the county council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

*BCAS officer* shall mean any person employed by the county as an enforcement officer of the provisions of this chapter.

*Breeder* shall mean any person owning unaltered pets with the intent of selling pets' offspring.

*County Administrator* shall mean the individual in the said position or its assignee or designee.

*Domestic* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

*Dub* shall mean to trim or remove.

*Feral* shall mean any animal that was domesticated at one time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

*Infraction* shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

*Kennel* shall mean a small shelter for a dog, cat or other animal.

*Livestock* shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.

*Muzzle* shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

*Non-domestic* shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

*Nuisance* shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

*Owner* shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her for three or more days.

*Pet* shall mean any animal, which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

*Pit Bull* shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics

which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

*Provocation* shall mean an intentional action or statement made to incite anger, aggression, annoyance or a violent response.

*Serious injury* shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.

*Shelter* shall mean a structure made of durable material with four walls, a roof, and floor that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

*Tethering* shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

~~*Strict voice control* shall mean demonstrable control or governance of the behavior of any animal as if such animal were controlled by a leash. However, when an animal destroys or damages any property, attacks, threatens to attack, or interferes with any person in any manner, becomes a nuisance, or strays onto the private property of another, there shall be a presumption of law that the animal was not under strict voice control.~~

*Unaltered* shall mean a pet which has not been spayed or neutered.

~~*Under restraint* shall mean when an animal is prevented from freedom of movement or action; and is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device. ~~when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.~~~~

**Sec. 14-28. - County pet license; rabies vaccination tags.**

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current county annual or lifetime license. The owner of any pet over four months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No county license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have 30 days in which to obtain the license.

**Sec. 14-29. - Lifetime/annual pet license issuance, fees and exemptions.**

- (a) *Eligibility.* The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.
- (b) *Permanent identification requirement.* A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see section 14-30.
- (c) *Pets previously microchipped.* If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:
  - (1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.
  - (2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.

- (3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.
- (d) *County license and fees.* The BCAS director shall establish a fee schedule subject to the approval of county council. All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.
- (1) *Lifetime pet license.* To be eligible for a lifetime pet license a pet shall:
- Be spayed or neutered.
  - Microchipped.
  - Pay the appropriate one-time fee per the published fee schedule.
- (2) *Annual pet license.* All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:
- Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.
  - Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

**Sec. 14-30. - Declaration of restricted dog, appeal of breed determination.**

- (a) For the purposes of this section, a restricted dog shall be defined as a Pit Bull.
- (b) No person may own, keep, or harbor a restricted dog in violation of this section.
- (c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof that one of the following exemptions applies:
- The restricted dog is less than four months of age;
  - A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance;
  - The determination of the dog's breed is under appeal pursuant to subsection (f); or
  - The owner or custodian has owned or had custody of the dog less than 30 days.
- (d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.
- (e) ~~Determination of breed and appeal of determination.~~
- (1) *Determination.* The BCAS director or his/her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 14-27 for Pit Bulls shall not be construed to indicate the dog is not a Pit Bulldog under this section.



- (2) *Notice.* Upon determination of the breed, the BCAS officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed and state the dog shall be spayed or neutered within ten (10) days of receipt of said notice. ~~mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.~~
- (3) *Compliance.* The owner or custodian of an unaltered restricted dog shall comply with this article within ten days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance, the original owner or custodian must provide BCAS with the new owner's name and address.
- (4) *Non-Compliance.* If the owner or custodian of a dog determined to be a restricted breed under this Section fails to comply with the requirements of this Section, then a citation shall be issued by a BCAS Officer and a hearing shall be held in the Beaufort County Magistrate Court for a final breed determination. If following a final breed determination by the Beaufort County Magistrate Court, the Court finds the dog to be a restricted breed, the Court shall require the dog to be spayed or neutered within 10 (ten) days and require the owner or custodian to provide written verification to BCAS confirming compliance within the same time period.  
If after a final breed determination, the owner or custodian fails to comply with the restricted breed requirements, BCAS shall petition the Beaufort County Magistrate Court for an animal pickup order or a search warrant for the temporary seizure of the dog for purposes of enforcing the requirements of this Section. The owner or custodian of the restricted dog shall be responsible for any and all costs associated with enforcing the requirements of this Section.
- ~~(f) Appeal. Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten days of service of the notice.~~

**Sec. 14-31. - Pet breeder license, inspection and fees.**

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

- (a) Individuals engaged or intending to engage in breeding, must obtain a non-transferable pet breeder license from BCAS.
- (b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.
- (c) BCAS shall conduct an inspection of the identified property for the pet breeders' license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.
- (d) To qualify for a pet breeder license the applicant must demonstrate the following:
- (1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.
  - (2) All pet enclosures must be constructed in such a manner that they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.
  - (3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.
  - (4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.

- (e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.
- (f) The pet breeder license fee published in the fee schedule approved by county council. The license shall expire 365 days after the date it is issued.
- (g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by BCAS.

**Sec. 14-32. - Dangerous animals.**

- (a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:
  - (1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
  - (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other ~~that~~ than the place where the animal is confined;
  - (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
  - (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
  - (5) An animal, which is used as a weapon in the commission of a crime.
- (b) Notwithstanding paragraph (a) above, a magistrate judge may (or may not) deem an animal a dangerous animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, when an attack results in serious injury to a human.
- (c) Declaration of a dangerous animal, confinement requirements, and final determination of a dangerous animal declaration.
  - (1) Declaration. A BCAS officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon the initial determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.
  - (2) When, in the discretion of a BCAS officer or law enforcement officer, the animal initially determined to be dangerous has caused serious injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a magistrate judge. When a BCAS officer or law enforcement officer takes temporary possession of an animal pursuant to this section, the requirements of section paragraph (3) of this section, ~~paragraphs "a" through "e" below~~ shall be held in abeyance during the pendency of a hearing.
  - (3) Confinement requirements ~~and registration~~. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration as follows:
    - a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.
    - ~~b. The pen or kennel must be clearly marked as containing a dangerous animal.~~

- ~~e. b. No person shall permit a dangerous animal to go outside its kennel or pen confined space unless such animal is securely leashed and muzzled with a leash no longer than six feet in length.~~

An exception to such animal being muzzled may be made if a muzzle would cause harm to the health of the animal. In order for this exception to apply, the owner shall provide BCAS with a written statement from a licensed veterinarian stating the name and description of the animal, that a muzzle will cause harm to the said animal, and the type of harm which would be caused to the said animal. If this exception is applicable, then the animal shall be required to wear a harness while on a leash.

- ~~d. The owner of a dangerous animal must provide BCAS with proof of liability insurance or surety bond of at least \$50,000.00.~~

- ~~e. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.~~

- (4) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable. After a final determination and declaration of a dangerous animal by the Beaufort County Magistrate Court, the owner shall adhere to the following requirements:

- a. *Insurance Requirement.* Owner must provide BCAS with proof of liability insurance or surety bond of a least \$50,000. If proof of liability is provided, it must adhere to the following requirements:

- i. animal must be specifically referred to by name and description;
- ii. may not contain exceptions related to liability towards third parties and/or restricted to Owner's real property; and
- iii. may not contain exceptions related to animal bites or injuries to third parties.

- b. *Notice of Dangerous Animal.* No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his/her premises. A dangerous animal is "unconfined" as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal.

- c. *Registration and License.* The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.

- ~~(5) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

### **Sec. 14-33. - Running at large.**

- (a) *Unlawful.* It shall be unlawful for any owner or custodian of any dog to permit, or allow in any way whether intentionally or unintentionally, the same to run at large except on property owned or rented by the owner or custodian. All dogs must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

1. For purposes of this Section, the term permit shall be defined as an act, regardless of the intent of the owner or custodian of the dog, which allows or provides opportunity for an action to occur.
2. For purposes of this Section, the term "run at large" is defined as a dog off the premises of the owner or custodian and not under the physical control of the owner or custodian by means of a leash or other similar restraining device.

3. For purposes of this Section, the term “under restraint” is defined as when a dog is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device.

~~(b) *Exemption.* Except as provided herein, no person shall bring or allow any dog, or any other animal on the beach that is not at all times on a leash between the hours of 10:00 a.m. and 5:00 p.m. from April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30. No person shall bring or allow any dog, or any other animal, on the beach between the hours of 10:00 a.m. and 5:00 p.m. from the Friday before Memorial Day weekend through the Monday of Labor Day weekend. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control of the responsible person between 5:00 p.m. and 10:00 a.m. from April 1 through September 30. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control at any hour from October 1 through March 31.~~

~~No person shall permit any excrement from any animal under that person's control to remain on the beach, but shall dispose of same in a sanitary manner.~~

~~From April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30 of each year, dogs or any other animal, other than seeing eye dogs, shall not be allowed in any designated swimming area unless on a leash and walking through the area between 10:00 a.m. and 5:00 p.m.~~

~~(e) (b) *Exempt dogs.* Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large". A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

#### **Sec. 14-34. - Nuisance pets or livestock.**

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property. Determination of a nuisance pet is a lesser-included offense of a dangerous animal determination, as defined in Section 14-32.

(1) Final determination of a nuisance pet by the Beaufort County Magistrate Court requires that the owner shall:

- a. If the pet is outdoor and not under restraint, the pet shall be confined to a fenced in area, whereby the height of the fence shall be sufficient to keep the pet contained at all times.
- b. Regardless of location, the pet shall not be allowed outside of a fenced in area without being kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

(b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:

- (1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.
- (2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.
- (3) Failure to maintain a dangerous animal in a manner other than that which is described in Section 14-32.
- (4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.

- (5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.
  - (6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.
  - (7) Maintaining a pet or livestock that is diseased and dangerous to the public health.
  - (8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.
  - (9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.
- (c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.
- (d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in chapter 14 of this Code.
- ~~(1) No person shall be charged with violating this section unless a written warning was given to the owner or person in custody of the animal by a BCAS officer or law enforcement officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, it is posted upon the property of the owner or person in custody, or mailed first class to such person. Such records are prima facie evidence that such warnings were given.~~
- ~~(2) No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.~~

**Sec. 14-35. - Animal cruelty and neglect.**

- (a) *Animal care generally.* It shall be unlawful for an owner to fail to provide his/her animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, ~~and~~ or humane care and treatment. It shall be determined a failure to provide sufficient good and wholesome food, or proper shelter and protection from weather when an animal has gone without for a period of twelve (12) consecutive hours.
- (b) *Mistreatment.* It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.
- (c) *Physical alteration.* It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears, tail, wattle, or comb, except if by a licensed veterinarian.
- (d) *Abandonment.* It shall be unlawful for any owner to abandon an animal as defined in Section 14-27 of this Chapter.
- (1) Abandonment During Named Storm. It shall be unlawful for an individual to abandon an animal and allow an animal to remain in a home, building, fence, cage, coop, crate, or any other structure when any named tropical storm or named hurricane is expected to impact Beaufort County. For the purpose of this section, a

tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning, or evacuation; or when a hurricane watch, warning, or evacuation is in effect for Beaufort County. This Section is applicable to those properties specifically located in Special Flood Hazard Areas as described in the Beaufort County ordinances.

- (e) *Unlawful tethering.* No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

No animal shall be tethered during any named tropical storm or named hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning or evacuation or a hurricane watch, warning or evacuation is in effect for Beaufort County.

- (1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:
- a. Inside a pen or secure enclosure;
  - b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
  - c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.
- (2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding, herding cattle or other livestock, or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

(f) *Animal Neglect.* It shall be unlawful for an individual or owner who fails to provide sufficient food or water for any period of time, provide inadequate shelter, or in general not adequately care for an animal. The violation of this this Paragraph shall be at the discretion of the BCAS Director or BCAS Officer and shall result in the issuance of an administrative citation as provided for in Section 14-47.

**Sec. 14-36. - Sale of animals, pets or livestock.**

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet, or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.
- (b) No person shall offer an animal, pet, or livestock as an inducement to purchase a product, commodity, or service.
- (c) No person shall sell, offer for sale, or give away any animal or pet four weeks of age, except as to surrender to the BCAS or to a licensed pet rescue organization.
- (d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section 14-36.

- (e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.

**Sec. 14-37. - Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.**

- (a) *Seizure and right of entry.* If the owner does not give permission to the BCAS officer for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the BCAS officer shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.
- (b) *Citation.* The BCAS officer shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time, date, and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the BCAS officer shall post a copy of the notice at the property where the animal was seized.
- (c) *Custody.* The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 14-39, below.
- (d) ~~[Euthanasia.]~~ Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes, as determined appropriate by BCAS.

**Sec. 14-38. - Impoundment.**

- (a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.
- (b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at an animal care facility.
- (c) The owner of a ~~pet or livestock~~ dog that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has ~~ten days~~ fourteen (14) consecutive days from the date of mailing to contact BCAS for pick-up. If the owner does not pick up the said dog within fourteen (14) consecutive days of notification from BCAS, the dog may be euthanized. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within ~~ten days~~ fourteen (14) consecutive days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For ~~pets or livestock~~ dogs impounded with BCAS, the BCAS director or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the ~~pet or livestock~~ dog humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).
- (d) Notwithstanding the above, pets or livestock impounded at BCAS facility, which are deemed by the BCAS director or his/her designee, or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain, or near death may be humanely euthanized immediately.
- (e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the BCAS and or affiliated organizations as soon as possible for the mandatory holding period.

**Sec. 14-39. - Redemption.**

- (a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:
- (1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS director or his/her designee may at their discretion issue a warning or administrative citation for the first offense after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to county council's approval.
  - (2) In addition to the administrative penalty for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered; an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.
  - (3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exemptions in stated subsection 14-29(d) when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 14-32, 14-33, 14-34, or 14-35.
- (b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.
- (c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

**Sec. 14-40. - Adoption.**

- (a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained in this section.
- (b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.
- (d) The BCAS director or his/her designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food; or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 days from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his/her case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to BCAS, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

**Sec. 14-41. - Trapping.**

- (a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock, or domestic animals within Beaufort County without prior approval from the BCAS. Any pets, livestock, or domestic animals trapped with prior approval from the BCAS will be reported or delivered to the BCAS for purposes of identification of the pet's owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the BCAS or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the BCAS. If a trapped animal is in need of immediate attention, the BCAS or 911 shall be notified immediately of the animal in distress.
- (b) Exemption. Trapping is permitted for hogs.

**Sec. 14-42. - Management of feral cat colonies.**



(a) *Definitions.*

*Caregiver* means any person who provides food, water, or shelter to or otherwise cares for a feral cat colony and has made application to BCAS for management of a feral cat colony.

*Caregiver manager* means any person in charge of a caregiver program.

*Ear tipping* means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

*Feral cat* means a cat which currently exists in a wild or untamed state.

*Feral cat colony* means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

*Nuisance* means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming; or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

*Suitable shelter* means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

*TNR* means trap, neuter/spay and release.

*TNA program* means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

- (b) *Feral cat colony management.* Feral cat colonies shall be permitted (no fee) by BCAS. Caregivers shall be responsible for applying for a permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by BCAS.

**Sec. 14-43. - Livestock.**

- (a) All livestock shall be properly housed with adequate food, water, and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents, or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.
- (b) Owners or possessors of livestock impounded for violation of this section or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.
- (c) Impounded livestock shall be held for a period of ten days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of BCAS.
- (d) Exception. No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other sections within this chapter reference livestock this section shall be controlling.

**Sec. 14-44. - Importation of exotic animals prohibited.**

- (a) *Definition.* An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined

as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as *Ferae Naturae*. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds, or insects.

- (b) *Unlawful act.* It shall be unlawful for any person, firm, or corporation to import into Beaufort County any venomous reptile or any other exotic animal.
- (c) *Exceptions.* This section shall not apply to following entities:
  - (1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).
  - (2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.
  - (3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.
  - (4) A team mascot for a university or educational facility.

**Sec. 14-45. - Rabies Control Act (S.C. State Law 47-5-10).**

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with BCAS and any state, county, or municipal law enforcement agencies.

- (a) *Vaccinations.* It shall be unlawful for any owner of a dog or cat four months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by a veterinarian for medical reasons. All dogs and cats shall be vaccinated at four months of age (unless recommended otherwise by a veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the county from a location outside the county shall comply with this section within 30 days after having moved into the county by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.
- (b) *Proof of vaccination.* It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness, or other device worn on the dog.
- (c) *Harboring unvaccinated dogs and cats.* It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.
- (d) *Non-transferability.* Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.
- (e) *Exceptions.* No person charged with violating section 14-45, rabies control, shall be convicted if he/she produces in court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

**Sec. 14-46. - Interference with a BCAS officer.**

It shall be unlawful for any person to interfere with, hinder, or molest a BCAS officer in the performance of his/her duties or seek to release any pet or livestock in his/her custody without his/her consent.

**Sec. 14-47. - Enforcement and penalties.**

- (a) The BCAS officer shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control, and custody of pets or livestock covered by this article. All violations of this chapter shall be heard by the Beaufort County Magistrate Court.
- (b) The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that county council include the area of such municipality within the coverage of this article, and ~~county council~~ county administration has acted favorably on such request and has so notified such municipality of its approval of such request.
- (c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court or imprisonment not exceeding 30 days, or both. However, infractions as provided in paragraph (e) below, are intended to be non-criminal, civil penalties and not subject to jail time.

(1) *Liability to Person Bitten.* In addition to the above, if a person is bitten or otherwise attacked by a dog while the person is in a public place or is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, the dog owner or person having the dog in the person's care or keeping is liable for the damages suffered by the person bitten or otherwise attacked. For the purposes of this section, a person bitten or otherwise attacked is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, when the person bitten or otherwise attacked is on the property in the performance of a duty imposed upon the person by the laws of this State, the ordinances of Beaufort County, the laws of the United States of America including, but not limited to, postal regulations, or when the person bitten or otherwise attacked is on the property upon the invitation, express or implied, of the property owner or a lawful tenant or resident of the property.

a. Exemptions for Liability. This Section does not apply if, at the time a person is bitten or otherwise attacked:

- i. the person who was attacked provoked or harassed the dog and that provocation was the proximate cause of the attack; or
- ii. the dog was working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

- (d) When any person is found guilty of a violation of the provisions of this chapter, or has been found in noncompliance of a final dangerous dog determination of the court, a magistrate may order possession and custody of the animal to be surrendered permanently to BCAS at a BCAS facility.
- (e) *Habitual Violators.* In addition to any legal remedy available under the provisions of this Chapter, it shall be the duty of the BCAS to summon the owner of any animal(s) which is found guilty by the Beaufort County Magistrate Court of any three (3) violations contained in this Chapter in any twelve (12) month period to abate any or all animals from owner's premise. If, after fully hearing the matter and any statement the owner may make any testimony he/she may offer in his/her behalf concerning the matter, should the Beaufort County Magistrate Court find such owner is unable or unwilling to adhere to the provisions of this Chapter, the Beaufort County Magistrate Court shall issue a written order to the owner, directing and requiring him/her with a certain specified time to relocate the animal(s) to a home with a person unrelated to the owner or surrender the animal(s) to BCAS.

- ~~(e)~~ (d) Infractions resulting in administrative citations and penalties. In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code § 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this chapter subject to administrative citation and penalty are in the discretion of the BCAS officer and include, but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory

spay/neuter, and/or warnings for a noisy public nuisance animal, or any violation of Section 14-34. Animal cruelty charges and Dangerous dog determinations are not violations subject to administrative citations.

The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection, and administrative review of administrative citations and penalties.

- (1) *Notice of infraction.* If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the BCAS officer.
- (2) *Content of citation.* The administrative citation shall be issued on a form approved by the BCAS director and shall contain the following information:
  - a. Date, location and approximate time of the infraction;
  - b. The ordinance violated and a brief description of the infraction;
  - c. The amount of the administrative penalty imposed for the infraction;
  - d. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
  - e. Instructions on how to appeal the citation; and
  - f. The signature of the animal control officer.

The failure of the administrative citation to set forth all required contents shall not affect the validity of the proceedings.

- (3) *Service of administrative citation.*
  - a. If the person who has violated the county animal control ordinance is present at the scene of the infraction, the BCAS officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
  - b. If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the BCAS officer shall attempt to deliver the administrative citation to him/her. If the BCAS officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
  - c. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The administrative citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The administrative citation shall also be mailed to any additional addresses for the owner in department records.
- (4) *Administrative penalties.*
  - a. The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
    - i. One hundred dollars for a first infraction;
    - ii. Two hundred dollars for a second infraction of the same administrative abatement order within one year; and
    - iii. Five hundred dollars for each additional infraction of the administrative abatement order within one year.

- b. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
- c. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
- d. The penalties assessed shall be payable to the Beaufort County ~~Treasurer~~ Animal Control Services.
- e. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
- f. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Beaufort County Magistrate Court.

(5) *Administrative appeal of administrative citation.*

- a. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the BCAS. The written notice of appeal must be filed within 20 days of the service of the administrative citation set forth in subsection (3) above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:
  - i. A brief statement setting forth the appellant's interest in the proceedings;
  - ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
  - iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
  - iv. The notice of appeal must be signed by the appellant;
  - v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the administrative appeal will be scheduled; and
  - vi. Indigence must be proved to have the deposit waived.
- b. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:
  - i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten days before the hearing to the person requesting the hearing.
  - ii. The administrative hearing regarding the administrative citation shall be held before the public safety director, or a designee. The hearing officer shall not be the investigating BCAS officer who issued the administrative citation or his/her immediate supervisor. The BCAS director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.
  - iii. Conduct of the hearing. The investigating BCAS officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating BCAS officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.

- iv. Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.
- (6) *Appeal to circuit court.* Any person who receives an unfavorable decision from the decision of an administrative appeal may file an appeal with the circuit court in Beaufort County. The appeal to circuit court must be filed within 30 days of the notice of the administrative officer's decision being mailed to the recipient of an administrative citation.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
AN ORDINANCE AUTHORIZING THE APPROVAL TO TERMINATE AN EASEMENT AND EXECUTE AN EASEMENT ENCUMBERING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS FORDS SHELL RING
<b>MEETING NAME AND DATE:</b>
Natural Resources Committee, March 7, 2022
<b>PRESENTER INFORMATION:</b>
Stefanie M. Nagid, Passive Parks Manager; Brittany Ward, Deputy County Attorney 10 minutes
<b>ITEM BACKGROUND:</b>
New item for Committee recommendation to Council for approval
<b>PROJECT / ITEM NARRATIVE:</b>
During the Fords Shell Ring passive park planning process, it became known that a 1991 easement agreement between the prior landowner and the adjacent landowner was encumbering the property. The terms of that easement were not conducive to the property now that it will be open to the public. The County, Town of Hilton Head Island (as co-owner of the property) and the adjacent landowner wish to terminate the 1991 easement agreement and enter into a new easement agreement.
<b>FISCAL IMPACT:</b>
None
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve as written
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve recommendation of the ordinance as written to County Council on March 14 <sup>th</sup> for 1 <sup>st</sup> reading. Motion to amend the ordinance. Motion to deny the ordinance.

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

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

**WHEREAS**, Beaufort County (“County”) co-owns with the Town of Hilton Head Island 6.909 acres of real property known as the Fords Shell Ring and located at 273 Squire Pope Road, Hilton Head Island, SC 29928 with TMS No. R511 003 000 0222 0000; hereinafter the “Property”; and

**WHEREAS**, the Susan Carter Barnwell Revocable Trust (“Barnwell”) is the owner of 0.33 acres of real property identified as TMS No. R511 003 000 0049 0000 located along Skull Creek adjacent to the Property (hereinafter the “Adjacent Property”), where said Adjacent Property includes the Easement shown and described on the Plat recorded in Plat Book 89 at Page 134, and further described in Deed Book 592 at Page 1022 ; and

**WHEREAS**, a Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 89 at Page 134, shows a “Proposed Septic Tank & Drainfield Area” on the Property, and a “15’ Access Easement” running from Squire Pope Road to the southern boundary of the Adjacent Property; and

**WHEREAS**, an easement dated November 26, 1991, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 592 at page 1022 granted an easement encumbering the Property and benefitting the Adjacent Property with uses that are no longer desired by the parties, and as further described in Exhibit A attached hereto and incorporated herein by reference, collectively hereinafter referred to as “1991 Easement”; and

**WHEREAS**, the County and Barnwell mutually desire to terminate the 1991 Easement and enter into a new perpetual Access and Utility Easement for pedestrian and vehicular ingress and egress to and from the Adjacent Property, and for installation of underground utilities at the sole cost of the Grantee and only serving the Adjacent Property, and as further described in Exhibit B attached hereto and incorporated herein by reference, collectively hereinafter referred to as “2022 Easement”; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the termination of the 1991 Easement, as well as, the execution and delivery of the requested 2022 Easement.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** duly assembled, does hereby authorize the termination of the 1991 Easement shown in Exhibit A, and the execution of the 2022 Easement shown in Exhibit B over a portion of the property known as Fords Shell Ring.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



STATE OF SOUTH CAROLINA                    )  
   )  
 COUNTY OF BEAUFORT                         )       **TERMINATION OF  
   )       EASEMENT**

THIS TERMINATION OF EASEMENT (“Termination”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Beaufort County, South Carolina, a political subdivision of the State of South Carolina, and the Town of Hilton Head Island, South Carolina, a political subdivision of the State of South Carolina (collectively hereinafter referred to as “Property Owners”) and SUSAN CARTER BARNWELL, Trustee of the Susan Carter Barnwell Revocable Trust (hereinafter, “Barnwell”), a private landowner (hereinafter collectively referred to as the “Parties”).

**WITNESSETH:**

WHEREAS, Property Owners own 6.909 acres of real property known as the Fords Shell Ring, TMS No. R511 003 000 0222 0000 located at 273 Squire Pope Road, Hilton Head Island, SC 29928; hereinafter the “Property”; and

WHEREAS, Barnwell is now the owner of 0.33 acres of real property identified as TMS No. R511 003 000 0049 0000 located along Skull Creek adjacent to the Property (hereinafter the “Adjacent Property”), where said Adjacent Property includes the Easement shown and described on the Plat recorded in Plat Book 89 at Page 134, and further described in Deed Book 592 at Page 1022 ; and

WHEREAS, a Plat recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 89 at Page 134, shows a “Proposed Septic Tank & Drainfield Area” on the Property, and a “15’ Access Easement” running from Squire Pope Road to the southern boundary of the Adjacent Property; and

WHEREAS, an Easement dated November 26, 1991, recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 592 at page 1022, Thomas C. Barnwell was granted an Easement encumbering the Property and benefitting the Adjacent Property; and

WHEREAS, the Parties mutually desire to terminate the Easement.

NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), and the mutual performance of the covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Termination of Easement. The Parties hereby terminate, release and relinquish all rights in the Easement. The Parties acknowledge that by executing and delivering this Termination of Easement, all rights granted by the Easement are relinquished and are unenforceable by Property Owners and Barnwell and its successors in trust, heirs or assigns.
2. Successors and Assigns. This Termination of Easement shall run with the title and land of both the Property Owners and Barnwell and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their successors, successors in trust, heirs and assigns.

3. Miscellaneous.

- a. *Incorporation of Recitals.* The recitals to this Termination are incorporated as if fully set forth herein.
- b. *Remedies.* In the event either party fails to perform any of the covenants and agreements set forth in this Termination, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity.
- c. *Governing Law; Venue.* This Termination shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Termination shall be in Beaufort County, South Carolina.
- d. *Binding Effect.* This Termination shall run with the land and shall be binding upon and inure to the benefit of Property Owner, its successors and assigns, and Barnwell, its successors and assigns.
- e. *Counterparts.* This Termination may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

**WITNESSES:**

**BEAUFORT COUNTY,  
SOUTH CAROLINA**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
*Eric L. Greenway, County Administrator*

**STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT         )**

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned Notary, and I do hereby certify that Beaufort County, South Carolina, by and through Eric L. Greenway, County Administrator, personally appeared before me and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
(Signature of Notary)  
Notary Public for the State of South Carolina  
My commission expires: \_\_\_\_\_

**WITNESSES:**

TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Marc A. Orlando, Town Manager*

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF BEAUFORT** )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned Notary, and I do hereby certify that The Town of Hilton Head Island, South Carolina, by and through Marc A. Orlando, Town Manager, personally appeared before me and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
(Signature of Notary)  
Notary Public for the State of South Carolina  
My commission expires: \_\_\_\_\_

**WITNESSES:**

**SUSAN CARTER BARNWELL REVOCABLE TRUST**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
*Susan Carter Barnwell, Trustee*

**STATE OF SOUTH CAROLINA    )**  
  )  
**COUNTY OF BEAUFORT            )**

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned Notary, and I do hereby certify that Susan Carter Barnwell, Trustee of the Susan Carter Barnwell Revocable Trust personally appeared before me and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
(Signature of Notary)  
Notary Public for the State of South Carolina  
My commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                    )           **ACCESS AND UTILITY**  
  )           **EASEMENT**

**THIS ACCESS AND UTILITY EASEMENT** (hereinafter, the “Easement”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **BEAUFORT COUNTY**, a political subdivision of the State of South Carolina, and the **TOWN OF HILTON HEAD ISLAND**, a political subdivision of the State of South Carolina (collectively hereinafter referred to as the “Grantors”) and **SUSAN CARTER BARNWELL**, Trustee of the Susan Carter Barnwell Revocable Trust (hereinafter, the “Grantee”), a private landowner (hereinafter collectively referred to as the “Parties”).

**WITNESSETH:**

WHEREAS, Grantors jointly own 6.909 acres of real property known as the Fords Shell Ring property with TMS No. R511 003 000 0222 0000 located at 273 Squire Pope Road, Hilton Head Island, SC 29928 (hereinafter the “Property”); and

WHEREAS, Grantee is the owner of 0.33 acres of real property with TMS No. R511 003 000 0049 0000 located along Skull Creek adjacent to the Property and accessed through the Property, (hereinafter the “Adjacent Property”); and

WHEREAS, the Grantors have agreed to grant the Easement in favor of the Grantee for ingress, egress and utilities benefiting the Adjacent Property; and

WHEREAS, the Parties desire to set forth in this Easement the terms and conditions governing the Easement.

NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), the performance of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto convent and agree as follows:

1. Grant and Use of Easement. Subject to the terms and conditions of this Easement, Grantors do hereby grant, transfer, sell and convey to Grantee, its successors in trust and assigns, a perpetual, appurtenant, non-exclusive easement for pedestrian and vehicular ingress and egress to and from the Adjacent Property, and for installation of underground utilities, at the sole cost of the Grantee, serving the Adjacent Property, only. The Grantee’s use of the Easement shall be limited to pedestrian and vehicular ingress and egress to and from the Adjacent Property, and installation of underground utilities to serve only the Adjacent Property. The area of this Easement is shown and described as “Proposed Permanent Access Easement” on the Plat that is attached hereto and incorporated herein by reference as Exhibit A. Grantee shall provide Grantor with a thirty (30) day written notice prior to any construction, installation, maintenance or repair of utilities in the Easement, and shall obtain written approval from the Grantor prior to initiating any construction, installation, maintenance or repair of utilities in the Easement.
2. Reservation of Grantors’ Rights. The Grantors reserve the right to utilize the area of the Easement for any and all purposes that are not inconsistent with and do not permanently interfere with the Grantee’s use of the Easement. Grantee acknowledges that use of the Easement for pedestrian and vehicular access to the Property by the general public and Grantors’ employees, agents and contractors is not a violation of Grantee’s rights under this Easement.

3. No Obligation to Pay Rent, Occupancy Changes or Taxes. No party hereto shall be obligated to pay any rent, taxes, operating expenses or other occupancy or use charges for the rights created by this Easement.
4. Grantors' Property. The Grantee acknowledges the Property is open to the general public, and this Easement does not create any obligation on the Grantors to restrict public access to the Grantee's Adjacent Property, and the Grantors shall never be obligated to install or construct a fence or fence-like structure between all or any part of the Adjacent Property and the Property.
5. Miscellaneous.
  - a. *Incorporation of Recitals.* The recitals to this Easement are incorporated as if fully set forth herein.
  - b. *Remedies.* In the event either Party fails to perform any of the covenants and agreements set forth in this Easement on its part to be performed within the time or times specified herein, the other Party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity.
  - c. *Governing Law; Venue.* This Easement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Easement shall be in Beaufort County, South Carolina.
  - d. *Amendments.* This Easement may not be amended, modified, altered or terminated except by written agreement signed by both Grantors and the Grantee.
  - e. *Binding Effect.* This Easement shall run with the land and shall be binding upon and inure to the benefit of Grantors and their successors and assigns, and Grantee and its successors in trust and assigns.
  - f. *Counterparts.* This Easement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
  - g. *Termination.* Notwithstanding any other remedy provided by law or otherwise provided for in this Easement, this Easement may only be terminated by written agreement signed by all of the Parties.

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

**WITNESSES:**

**GRANTOR:**  
BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Eric L. Greenway, County Administrator*

**STATE OF SOUTH CAROLINA     )**  
  **)**  
**COUNTY OF BEAUFORT            )**

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned Notary, and I do hereby certify that Beaufort County, South Carolina, by and through Eric L. Greenway, County Administrator, personally appeared before me and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
(Signature of Notary)  
Notary Public for the State of South Carolina  
My commission expires: \_\_\_\_\_



**WITNESSES:**

**GRANTOR:**

TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Marc A. Orlando, Town Manager*

**STATE OF SOUTH CAROLINA**    )  
  )  
**COUNTY OF BEAUFORT**         )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned Notary, and I do hereby certify that The Town of Hilton Head Island, South Carolina, by and through Marc A. Orlando, Town Manager, personally appeared before me and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
(Signature of Notary)  
Notary Public for the State of South Carolina  
My commission expires: \_\_\_\_\_

**WITNESSES:**

**GRANTEE:**

SUSAN CARTER BARNWELL REVOCABLE TRUST

\_\_\_\_\_

\_\_\_\_\_

*Susan Carter Barnwell, Trustee*

**STATE OF SOUTH CAROLINA     )**

)

**ACKNOWLEDGMENT**

**COUNTY OF BEAUFORT            )**

)

The foregoing instrument was acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned Notary, and I do hereby certify that **Susan Carter Barnwell, Trustee of the Susan Carter Barnwell Revocable Trust** personally appeared before me and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
(Signature of Notary)  
Notary Public for the State of South Carolina  
My commission expires: \_\_\_\_\_

1022

1022

L-6.001

STATE OF SOUTH CAROLINA )

COUNTY OF )

3977

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned,

Thomas C Barnwell Jr and Henry Ford

hereinafter referred to as Grantors, for true and valuable consideration, receipt of which is

hereby acknowledged, grant, bargain, sell, convey, release and deliver to Thomas C Barnwell Jr  
PO Box 21057 Hilton Head SC 29928 and \_\_\_\_\_

hereinafter referred to as the Grantee, an easement and right-of-way extending to all parts of the property described herein. Such easement being for the purpose of constructing and maintaining a septic tank, sewer lines, and the necessary drain field lines, and any and all incidental requirements of Beaufort County, and of the laws and regulations of the State of South Carolina, regarding such septic tank, sewer lines and necessary drain field lines.

Said easement being more particularly described as follows: (state specifics of lot, block, property, plat reference, width and depth of easement, etc.)

500-600-003-000-009-000

It being the intention of the Grantor to grant unto the Grantee the use of any and all of the aforesaid property for the purpose named herein, and further, the Grantor agrees to avoid using, or granting for use, the property granted herein in any manner which contravenes in any way the requirements of the State and County laws and regulations concerning individual waste disposal systems or their construction, use, operation or any combination thereof.

L-6.0

1023

**INSTRUCTIONS FOR COMPLETING  
EASEMENT AGREEMENT**

**Instructions for Easement Agreement to ensure utilization of property for on-site sewage treatment and disposal.**

**Please refer to the attached Easement Agreement Form. This form, or a similar one, must be properly executed before a "Permit to Construct" can be issued. The following procedure is provided to assist you in executing the form:**

- 1. If using a form different than the attached one, please submit the proposed agreement to the Division of On-Site Wastewater Management in Columbia. After a legal review, the agreement will be returned to the District Environmental Health Director.**
- 2. The Owners (Grantors) must review and sign the agreement in the presence of two (2) witnesses.**
- 3. The document must be probated (see third page).**
- 4. The agreement must be recorded at the county office where deeds and related documents are on record.**
- 5. A copy of the recorded document must be provided to the District Environmental Health Director.**

**After the District Environmental Health Director receives written proof that the Easement Agreement has been properly recorded, he will authorize issuance of the "Permit to Construct".**

**DHEC/BEH/OWM  
7-91**

1024 L-6.002

TO HAVE AND TO HOLD the interests, rights and privileges unto Thomas C  
Name

Barnwell Jr PO Box 21057 Hilltop Road his/her heirs and assigns, forever. The  
Address

Grantor agrees not to place, maintain or permit the placing of any structure within the right-of-way granted herein, or use the property within the right-of-way granted herein in any way which is contrary to the laws and regulations of Beaufort County, or of the State of South Carolina. The Grantor reserves the right to use the area within the limits of said right-of-way and surrounding areas, provided that such use shall not interfere with or obstruct the rights herein granted.

Grantors do hereby covenant that they are lawfully seized and possessed of the lands herein described, and have good and marketable title thereto with the lawful right to convey said lands or any interest herein; and that said lands are free of all encumbrances, and that they will forever warrant and defend the title thereto against the lawful claims of all persons.

This agreement shall become null and void in the event that some means of sewage treatment and disposal, approved under the laws of South Carolina, is utilized by the Grantee and thereby renders unnecessary the sewage treatment and disposal system which shall be installed in the parcel easement created by this document.

WITNESS \_\_\_\_\_ hand and seal this the 26 day of NOV, 1991

WITNESS: Thomas C Barnwell \_\_\_\_\_ Grantor  
Witness A  
William J. [Signature] \_\_\_\_\_ Grantor  
Witness B

L-6.003

-3-

1025

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF )

PERSONALLY appeared before me Thomas C. Barnwell and  
Witness A  
made oath that he saw the within-named Henry Ford sign,  
Grantor  
seal and, as \_\_\_\_\_ act and deed, deliver the within-written Easement for the uses and  
purposes therein mentioned and that he, with Schuman D. Phillips witnessed  
Witness B  
the execution thereof.

SWORN to before me this  
26 day of 11, 1991

Thomas C. Barnwell  
Witness A  
Schuman D. Phillips  
Witness B

Genevieve L. Winn  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

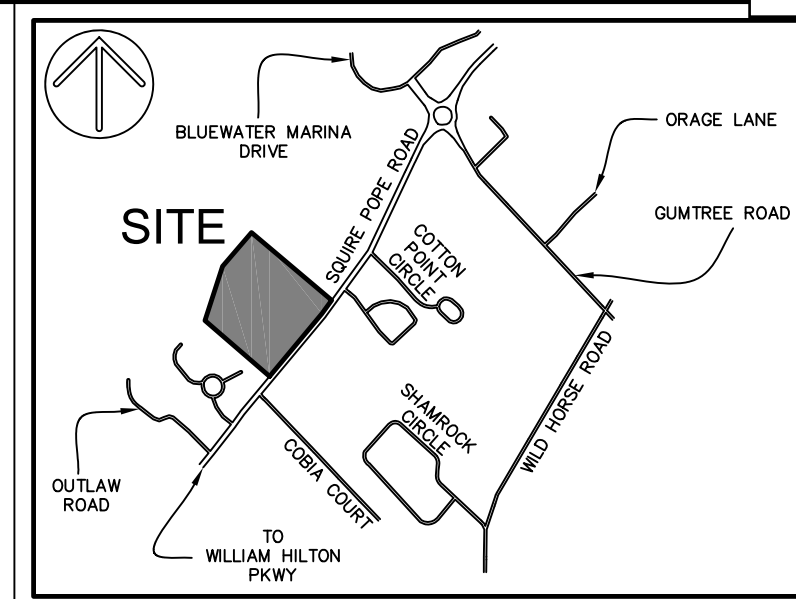
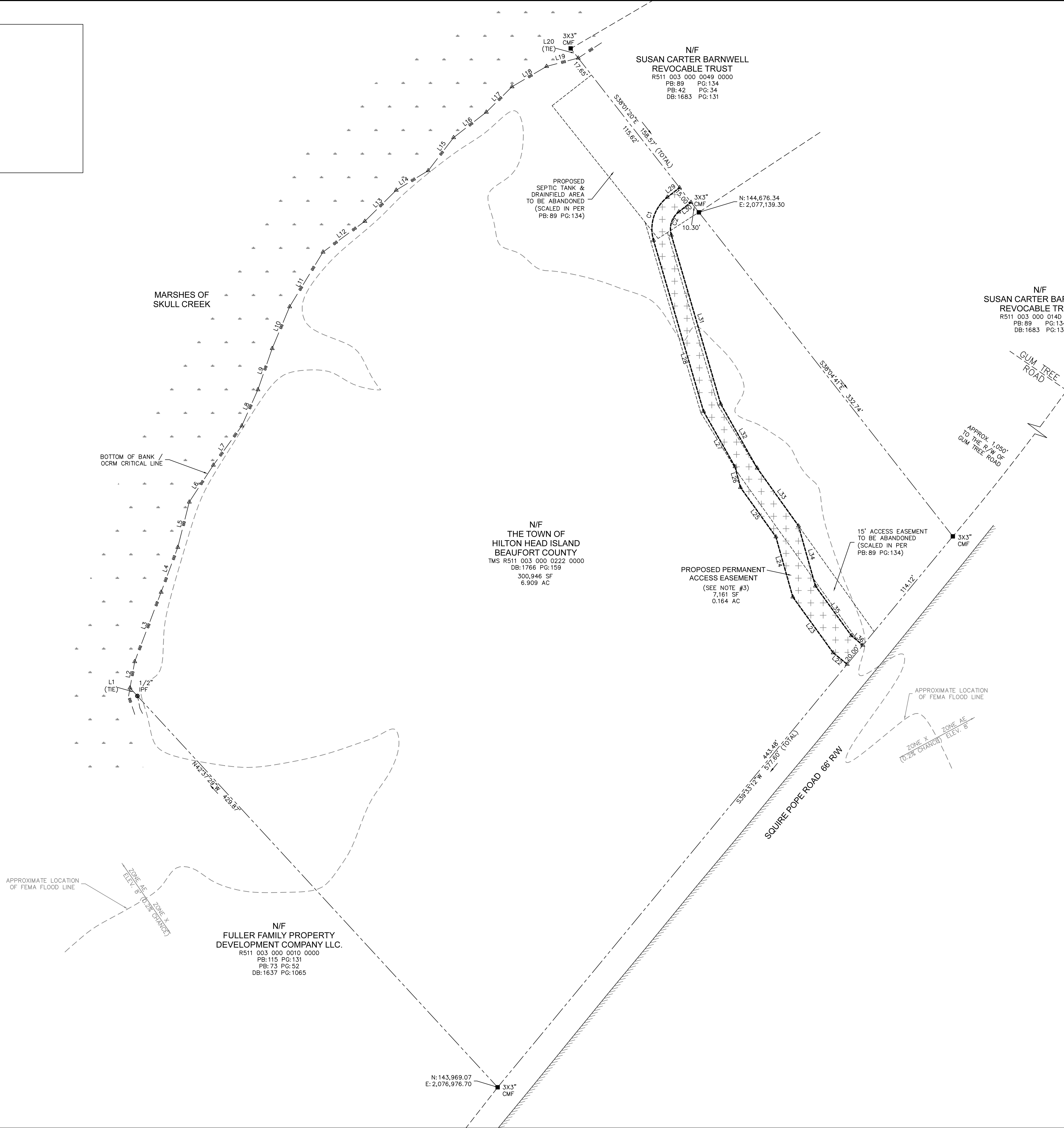
DHEC/BEH/OWM  
7-91

Thomas C. Barnwell, Jr. HH

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN BOOK
1:15	FEB 11 1992	592
O'CLOCK		PAGE 1022

Thomas C. Barnwell, Jr.

NORTH  
SC GRID (NAD 83)



VICINITY MAP NOT TO SCALE

- LEGEND
- ▲ CALC POINT - CORNER NOT SET
  - CMF ■ CONC. MONUMENT FOUND
  - IPF ● IRON PIPE FOUND
  - ▨ MARSHGRASS
  - OCRM OCEAN & COASTAL RESOURCE MANAGEMENT
  - BOTTOM OF BANK
  - +++++ PROPOSED PERMANENT ACCESS EASEMENT
  - ////// EDGE OF PAVEMENT

- NOTES
1. THIS PARCEL APPEARS TO LIE IN DUAL FLOOD ZONES, X (0.2% CHANCE) AND AE (ELEVATION 8'), COMMUNITY 450250, MAP NUMBERS 45013C0432G AND 45013C0451G.
  2. HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).
  3. PROPOSED PERMANENT ACCESS EASEMENT TO BE GRANTED TO "BARNWELL SUSAN CARTER TRUSTEE, SUSAN CARTER BARNWELL REVOCABLE TRUST" TO GAIN ACCESS TO TMS# R511 003 000 0049 0000.

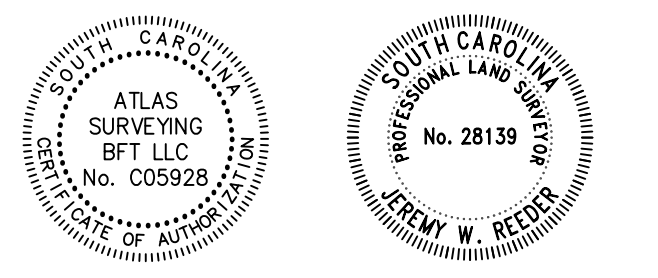
PREPARED FOR:  
THE TOWN OF HILTON HEAD  
A PROPOSED PERMANENT ACCESS  
EASEMENT PLAT OF  
#273 SQUIRE POPE ROAD  
FORD SHELL RING PARK

TAX PARCEL No. R511 003 000 0222 0000  
HILTON HEAD ISLAND  
BEAUFORT COUNTY, SOUTH CAROLINA

FIELD WORK: LKW  
FIELD CHECK: JWR  
DRAWN BY: KWF  
DATE: 12-09-2021  
SCALE: 1"=40'  
PROJECT No.: BFT-21209  
FILE: BFT-21209 EASE1.DWG

**ATLAS**  
SURVEYING, INC.

49 BROWN'S COVE ROAD, SUITE #5  
RIDGELAND, SC 29936  
PHONE: (843) 645-9277  
WEBSITE: WWW.ATLASSURVEYING.COM



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

JEREMY W. REEDER  
S.C.P.L.S. No. 28139  
NOT VALID UNLESS CRIMPED WITH SEAL





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

<b>ITEM TITLE:</b>
Ordinance Repealing an Ordinance Creating the Southern Beaufort County Corridor Beautification Board
<b>MEETING NAME AND DATE:</b>
Natural Resources March 7, 2022
<b>PRESENTER INFORMATION:</b>
Eric Greenway 10 minutes
<b>ITEM BACKGROUND:</b>
County Council created the Southern Beaufort County Corridor Beautification Board in 2013. For reasons set forth in the attached Ordinance administration believes it is time to repeal the Ordinance, dissolve the board, bring the work of the board in-house, to thank the board members for their years or service and to ask them to volunteer on other board and commissions.  (Council Vote History, etc.)
<b>PROJECT / ITEM NARRATIVE:</b>
See above
<b>FISCAL IMPACT:</b>
None
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Set forth in Item Background above
<b>OPTIONS FOR COUNCIL MOTION:</b>
Dissolve the board or not  This item would appear on Council's Agenda for March 14, 2022



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

**An Ordinance Repealing Ordinance 2013/12 Creating the Southern Beaufort County Corridor Beautification Board**

**WHEREAS**, on March 11, 2013 this body recognized the need to promote and to enhance the appearance of the main traffic corridors of southern Beaufort County and made the beautification of these areas a goal; and

**WHEREAS**, the Planning Department at the time lacked the staff and expertise to help the County realize this goal; therefore, this body created the Southern Beaufort County Corridor Beautification Board to draw upon the expertise of its citizens and whose purpose it was, and has been, to advise and to make recommendations in the planning, design, implementation, fundraising and promotion of corridor beautification to include, among other things, foliage, landscape architecture and lighting; and

**WHEREAS**, the work of the board has been exemplary particularly along Highway 278 where medians which were once long stretches of grass, weeds and litter are now beautifully landscaped with complex seasonal combinations of lush and colorful ornamental grasses, shrubs, trees, and bushes which are welcoming and pleasing to visitors and residents, alike; and

**WHEREAS**, much work remains to be done beautifying the main traffic corridors of southern Beaufort County, but a combination of factors have coalesced which have mitigated the need for the board. Among these factors are the fact that the Planning Department now has on board, the staff and expertise to perform the planning and design work of the board; SCDOT has limited severely the variety of planting which it allows in its rights-of-way; SCDOT abandons maintenance of medians which the County beautified and, in doing so, shifts to the County all costs of future maintenance of the undisturbed grassy medians in perpetuity; and finally, the work of the board has not resulted in the anticipated financial support of the communities and businesses which are located along the corridor and who benefit by the work of the board.

For these reasons Council believes it is best to dissolve this board, to thank the members of the board, some whom have been on the board since its creation, for their years of hard work which is much appreciated and which will be enjoyed by visitors and residents for years to come, to ask board members to channel their time and talents to one of the County’s many other boards and to bring in-house planning, design and implementation of future beautification efforts along southern Beaufort County’s traffic corridors.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL THAT Ordinance 2013/12 which appears in Beaufort County Code of Ordinances at Chapter 2 Administration, Article V Boards and Commissions, Division 3 Southern Beaufort County Corridor Beautification Board, Sections 2-251 through 2-270 are hereby repealed.**

**Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022\_\_.**

COUNTY COUNCIL OF BEAUFORT COUNTY

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

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_

Sarah w. Brock, JD, Clerk to Council

First Reading:

Second Reading:

Third reading:

PART I - GENERAL ORDINANCES  
 Chapter 2 - ADMINISTRATION  
 ARTICLE V. - BOARDS AND COMMISSIONS  
 DIVISION 3. SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD

~~DIVISION 3. SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD~~

**Sec. 2-251. Title.**

The name of the organization shall be known as the Southern Beaufort County Corridor Beautification Board.  
 (Ord. No. 2013/12, § 1, 3 11 2013)

**Sec. 2-252. Composition.**

The board shall be comprised of the following membership:

- (a) — One member from County Council District 5.
- (b) — One member from County Council District 6.
- (c) — One member from County Council District 7.
- (d) — One member from County Council District 8.
- (e) — One member from County Council District 9.
- (f) — One member from County Council District 10.
- (g) — One member from County Council District 11.
- (h) — One member nominated by the Town of Bluffton for appointment by county council.
- (i) — One member nominated by the Town of Hilton Head Island for appointment by county council.

(Ord. No. 2013/12, § 2, 3 11 2013)

**Sec. 2-253. Filling of vacancies.**

Any vacancy on the board will be filled in the same manner as provided for under sections 2-191 through 2-198 of the Beaufort County Code of Ordinances upon nomination of the respective member of county council, the Town of Bluffton, or Town of Hilton Head Island depending upon the seat that is vacated.

(Ord. No. 2013/12, § 3, 3 11 2013)

**Sec. 2-254. Chairperson.**

The members shall elect a chairperson from its membership.

(Ord. No. 2013/12, § 4, 3 11 2013)

**~~Sec. 2-255. Meetings.~~**

~~The board shall meet at the call of the chairperson, at least quarterly, and shall be conducted in compliance with the South Carolina Freedom of Information Act. Minutes shall be kept of any meetings and the board shall forward a copy of said minutes to the Beaufort County Council within 30 days of their completion and adoption by the board. A majority of the number of members on the board shall constitute a quorum for transaction of business at any meeting. A majority of those present and voting shall be required to decide any issue after a quorum has been established.~~

~~{Ord. No. 2013/12, § 5, 3-11-2013}~~

**~~Sec. 2-256. Purpose.~~**

~~The purpose of the board will be to advise and make recommendation to the Beaufort County Council on the design, enhancement, implementation, maintenance and funding of aesthetic corridor spaces along certain roadways located in Southern Beaufort County.~~

~~{Ord. No. 2013/12, § 6, 3-11-2013}~~

**~~Sec. 2-257. Annual budget.~~**

~~The board shall submit a recommended annual budget to Beaufort County Council for review and adoption indicating all anticipated sources of revenue, all anticipated expenditures, and any remaining funds that have been carried over from previous years. Additionally, the board shall advise and make recommendations to county council on the expenditure of any and all county funds that may be appropriate to it as well as the design and implementation of any improvement projects that will occur on land owned, maintained, or subject to the control of Beaufort County Council.~~

~~{Ord. No. 2013/12, § 7, 3-11-2013}~~

**~~Sec. 2-258. Appointment of other committees.~~**

~~The board may appoint such other standing, special, or advisory committees from time to time as it deems appropriate. Members of such committees may include board members, as well as individuals representing specialized interests in areas that would be beneficial to the board carrying out its purpose.~~

~~{Ord. No. 2013/12, § 8, 3-11-2013}~~

**~~Sec. 2-259. Conflict of interest.~~**

~~The board shall adhere to all conflict of interest prohibitions and disclosure requirements provided in South Carolina Code of Laws § 8-13-700 et seq., as well as any applicable provisions of the Beaufort County Purchasing Ordinance.~~

~~{Ord. No. 2013/12, § 9, 3-11-2013}~~

**~~Secs. 2-260—2-270. Reserved.~~**

ORDINANCE NO. 2013 / 12

AN ORDINANCE TO CREATE THE SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD TO ASSIST AND ADVISE BEAUFORT COUNTY COUNCIL IN DESIGN, IMPLEMENTATION, FUNDRAISING AND PROMOTION OF CORRIDOR BEAUTIFICATION ALONG HIGH VOLUME TRAFFIC CORRIDORS IN THE SOUTHERN AREAS OF BEAUFORT COUNTY

WHEREAS, Beaufort County desires to promote and enhance the aesthetic values of high volume traffic corridors in southern Beaufort County by the creation of the Southern Beaufort County Corridor Beautification Board (the "Board"); and

WHEREAS, the Board will advise and make recommendations to the Beaufort County Council in the planning, design, implementation, fundraising and promotion of corridor beautification, to include, but not be limited to, vegetative plantings, elements of landscape architecture, and lighting along certain county and state roads located in southern Beaufort county; and

WHEREAS, the Board shall create such technical sub-committees as may be necessary to adequately assist the Board in carrying out its functions; and

WHEREAS, County Council shall have the authority to exercise ultimate control over any County provided lands and any work that is to be performed on County controlled, owned, or maintained property; and

WHEREAS, the provisions contained in this Ordinance shall replace Beaufort County Resolution 2012/24 and to the extent necessary, Beaufort County Resolution 2012/24 is hereby revoked.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that there is hereby created a Southern Beaufort County Corridor Beautification Board that shall be organized and operated according to the following Charter Provisions:

Section 1. The name of the organization shall be known as the Southern Beaufort County Corridor Beautification Board.

Section 2. The Board shall be comprised of the following membership:

- a) One member from County Council District 5
- b) One member from County Council District 6
- c) One member from County Council District 7
- d) One member from County Council District 8
- e) One member from County Council District 9
- f) One member from County Council District 10
- g) One member from County Council District 11

- h) One member nominated by the Town of Bluffton for appointment by County Council
- i) One member nominated by the Town of Hilton Head Island for appointment by County Council

Section 3. Any vacancy on the board will be filled in the same manner as provided for under Section 2-191 through 2-198 of the Beaufort County Code of Ordinances upon nomination of the respective member of County Council, the Town of Bluffton, or Town of Hilton Head Island depending upon the seat that is vacated.

Section 4. The members shall elect a Chairperson from its membership.

Section 5. The Board shall meet at the call of the Chairperson, at least quarterly, and shall be conducted in compliance with the South Carolina Freedom of Information Act. Minutes shall be kept of any meetings and the Board shall forward a copy of said minutes to the Beaufort County Council within thirty (30) days of their completion and adoption by the Board. A majority of the number of members on the board shall constitute a quorum for transaction of business at any meeting. A majority of those present and voting shall be required to decide any issue after a quorum has been established.

Section 6. The purpose of the Board will be to advise and make recommendation to the Beaufort County Council on the design, enhancement, implementation, maintenance and funding of aesthetic corridor spaces along certain roadways located in Southern Beaufort County.

Section 7. The Board shall submit a recommended annual budget to Beaufort County Council for review and adoption indicating all anticipated sources of revenue, all anticipated expenditures, and any remaining funds that have been carried over from previous years. Additionally, the Board shall advise and make recommendations to County Council on the expenditure of any and all County funds that may be appropriate to it as well as the design and implementation of any improvement projects that will occur on land owned, maintained, or subject to the control of Beaufort County Council.

Section 8. The Board may appoint such other standing, special, or advisory committees from time to time as it deems appropriate. Members of such committees may include Board members, as well as individuals representing specialized interests in areas that would be beneficial to the Board carrying out its purpose.

Section 9. The Board shall adhere to all conflict of interest prohibitions and disclosure requirements provided in South Carolina Code of Laws § 8-13-


700 *et seq.*, as well as any applicable provisions of the Beaufort County Purchasing Ordinance.

Adopted this 11<sup>th</sup> day of March, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:   
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

  
Joshua A. Gruber, Staff Attorney

ATTEST:

  
Suzanne M. Rainey, Clerk to Council

First Reading: February 11, 2013  
Second Reading: February 25, 2013  
Public Hearing: March 13, 2013  
Third and Final Reading: March 13, 2013

**TO BE REPEALED**



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommend approval of first reading of an Ordinance for a budget amendment year fiscal year 2022.
<b>MEETING NAME AND DATE:</b>
Finance Committee March 21, 2022
<b>PRESENTER INFORMATION:</b>
Whitney Richland Deputy County Administrator and Hayes Williams Chief Financial Officer 15 to 20 minutes
<b>ITEM BACKGROUND:</b>
Administration has estimated a current year operating surplus of approximately \$9-11 million.
<b>PROJECT / ITEM NARRATIVE:</b>
Administration recommends to using e the surplus to accomplish emergency repairs to the Bluffton Pool, partial funding of COVID pay for employees, TCL property acquisition for affordable housing, a cost of living adjustment for employees, Arthur Horne Building construction overage, the emergency purchase of EMS equipment, and detention center deferred maintenance.
<b>FISCAL IMPACT:</b>
Funding will be from the operating surplus of fiscal year 2022.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends that the County Council proceed with the first reading of the Ordinance.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny a budget amendment appropriating current year fiscal year 2022 surpluses. Move forward to Council for First Reading on April 4, 2022,



Beaufort County

List of projects/ initiatives for use of fiscal year 2022 surplus

<u>Project/initiative</u>	<u>Estimated Amount</u>
M.C. Riley Pool roof demolition	\$ 1,000,000
ARPA payout	1,750,000
Cost of living adjustment	850,000
Arthur Horne Building overage	900,000
EMS ambulances, QRV's & equipment	1,900,000
Detention Center deferred maintenance	1,000,000
<b>Total</b>	<b>\$ 7,400,000</b>

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

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2021/20 FOR THE FISCAL YEAR 2021-22 BEAUFORT COUNTY BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS TO PAY FOR EMERGENCY REPAIRS TO THE BLUFFTON POOL, PARTIAL FUNDING OF COVID PAY FOR EMPLOYEES, AND THE EMERGENCY PURCHASE OF EMS EQUIPMENT, AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, on June 28, 2021, Beaufort County Council adopted Ordinance No. 2021/20 which set the County's FY 2021-2022 budget and associated expenditures; and

**WHEREAS**, it has been determined to be necessary and proper to appropriate certain funds for expenses which are immediate in need; and

**WHEREAS**, Council wishes to appropriate these additional funds from the current year operating surplus from the general fund; and

**WHEREAS**, in the interest of good accounting practices and transparency in the budget process it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds;

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the FY 2021-2022 Beaufort County Budget Ordinance (Ordinance 2021/\_\_\_\_) is hereby amended as follows:

1. The sum of \$1,000,000 is hereby appropriated for emergency repairs to the Bluffton Pool.
2. The sum of \$1,750,000 is hereby appropriated to provide partial funding of COVID pay for employees.
3. The sum of \$850,000 is hereby appropriated to provide cost of living adjustment for Beaufort County.
4. The sum of \$900,000 is hereby appropriated to provide additional funding for the Arthur Horne Building Construction.
5. The sum of \$1,750,000 is hereby appropriated to provide funding for ambulances, QRV's and needed equipment.
6. The sum of \$1,000,000 is hereby appropriated to provide funding for the Detention Center deferred maintenance which has outlived its useful life.

The funds are to be appropriated from countywide general fund surplus for fiscal year 2022. As the numbers above are approximations, the County Administrator is authorized to approve additional funding in an amount not to exceed 20% of the original estimates.

DONE this \_\_\_\_\_ day of May, 2022.

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

ATTEST:

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

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
AN ORDINANCE TO REPEAL CHAPTER 82 OF THE CODE OF ORDINANCES OF BEAUFORT COUNTY, TO TERMINATE THE COLLECTION OF SCHOOL DEVELOPMENT IMPACT FEES, TO REFUND ALL SCHOOL IMPACT FEES PAID, TO TERMINATE THE COLLECTION OF PARKS AND RECREATION FACILITIES IMPACT FEES, ROAD FACILITIES IMPACT FEES—SOUTHERN BEAUFORT COUNTY SERVICE AREA, ROAD FACILITIES IMPACT FEES—NORTHERN BEAUFORT COUNTY SERVICE AREA, LIBRARY FACILITIES IMPACT FEES, FIRE FACILITIES IMPACT FEES AND OTHER MATTERS RELATED THERETO
<b>MEETING NAME AND DATE:</b>
County Council, April 11, 2022
<b>PRESENTER INFORMATION:</b>
Eric Greenway, County Administrator 20 Minutes
<b>ITEM BACKGROUND:</b>
<p>First reading of the Ordinance (by title only) Repealing School Impact Fees, Refunding School Impact Fees and Repealing All Other Impact Fees took place during Council's meeting on March 28, 2022. We are bringing forward such an Ordinance for second reading on April 11, 2022.</p> <p>Separate Ordinances relative to the two categories of impact fees (i.e., (1) school impact fees and (2) all other impact fees) are included because there has been some discussion of repealing the two categories of fees independently.</p>
<b>PROJECT / ITEM NARRATIVE:</b>
See above
<b>FISCAL IMPACT:</b>
The loss of existing development impact fees will significantly impair the County's ability to provide the kinds of infrastructure which is necessary to meet the demand for services which accompany population growth and residential development. New impact fees for schools and EMS are necessary. Existing impact fees must be updated. The County's inability to reach agreements with municipalities on these issues is preventing the County from collecting school impact fees from the entire service area, from adopting an EMS impact fee and from updating existing fees as required by law.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Reluctantly, staff must recommend that the County stop collecting these fees
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve or to deny repeal and termination of some or all development impact fees.



**ORDINANCE NO. 2022/ \_\_\_\_**

**AN ORDINANCE TO REPEAL CHAPTER 82 OF THE CODE OF ORDINANCES OF BEAUFORT COUNTY, TO TERMINATE THE COLLECTION OF SCHOOL DEVELOPMENT IMPACT FEES, TO REFUND ALL SCHOOL IMPACT FEES PAID, TO TERMINATE THE COLLECTION OF PARKS AND RECREATION FACILITIES IMPACT FEES, ROAD FACILITIES IMPACT FEES—SOUTHERN BEAUFORT COUNTY SERVICE AREA, ROAD FACILITIES IMPACT FEES—NORTHERN BEAUFORT COUNTY SERVICE AREA, LIBRARY FACILITIES IMPACT FEES, FIRE FACILITIES IMPACT FEES AND OTHER MATTERS RELATED THERETO**

WHEREAS, through various ordinances duly adopted by Beaufort County Council ("County Council") and codified at Chapter 82 of the code of ordinances of Beaufort County, County Council adopted enabling legislation which provided for the levy and collection of a variety of impact fees, the purpose of which was to require development and growth to help pay for the additional infrastructure costs associated with it; and

WHEREAS, the South Carolina Development Impact Fee Act sets forth the procedures which governmental entities must follow in order to adopt new impact fees. It also sets forth the procedures which governmental entities must follow in order to continue collecting impact fees in the years after those fees are adopted; and

WHEREAS, in 2017 Beaufort County initiated the processes necessary in order to adopt school impact fees, EMS impact fees and to update existing road impact fees, fire impact fees, library impact fees and parks/recreation impact fees; and

WHEREAS, as to each impact fee, state law requires the County to adopt, and to update, capital improvement plans and impact fees on a regular basis. Beaufort County has spent the last several years adopting capital improvement plans in support of the school impact fee and the EMS impact fee and attempting to update capital improvement plans and impact fees first, by retaining a nationally recognized firm to perform the necessary studies, second, by soliciting input from municipalities regarding projects which are required in order for infrastructure to keep up with the demand for services which growth and development are expected to bring, and third, by providing municipalities with draft intergovernmental agreements which are required in order for the County to collect impact fees within their political boundaries; and

WHEREAS, Beaufort County has spent months trying to reach agreement with the municipalities on adopting and collecting school impact fees and EMS impact fees within their political boundaries and in updating existing capital improvement project lists and updating existing impact fees as outlined above. Yet, despite its best efforts, Beaufort County has been unable to reach agreement with the municipalities on these issues; and

WHEREAS, Beaufort County Council believes it is unfair and inequitable for residents of the unincorporated parts of the County to pay for, and to continue paying for, impact fees to support the costs of infrastructure and equipment which is necessitated by growth when residents of municipalities do not do so, even though they add to the demand for infrastructure and equipment and they utilize the same.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, in a meeting duly assembled, that Chapter 82 of the code of ordinances of Beaufort County is hereby repealed. Collection of all impact fees shall cease effective the date this Ordinance is adopted. All school impact fees which have been collected shall be refunded as provided by law. All other impact fees which are collected prior to the effective date of this Ordinance shall, pursuant to and in accordance with the South Carolina Development Impact Fee Act and the general laws of the State of South Carolina, be expended on the respective CIP projects for which the fees were collected.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022

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: \_\_\_\_\_



**ORDINANCE NO. 2022/ \_\_\_\_**

**AN ORDINANCE TO REPEAL CHAPTER 82, ARTICLES II THROUGH VII OF THE CODE OF ORDINANCES OF BEAUFORT COUNTY, TO TERMINATE THE COLLECTION OF PARKS AND RECREATION FACILITIES IMPACT FEES, ROAD FACILITIES IMPACT FEES—SOUTHERN BEAUFORT COUNTY SERVICE AREA, ROAD FACILITIES IMPACT FEES—NORTHERN BEAUFORT COUNTY SERVICE AREA, LIBRARY FACILITIES IMPACT FEES, FIRE FACILITIES IMPACT FEES AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, through various ordinances duly adopted by Beaufort County Council ("County Council") and codified at Chapter 82 of the code of ordinances of Beaufort County, County Council adopted enabling legislation which provided for the levy and collection of a variety of impact fees, the purpose of which was to require development and growth to help pay for the additional infrastructure costs associated with it; and

**WHEREAS**, the South Carolina Development Impact Fee Act sets forth the procedures which governmental entities must follow in order to adopt new impact fees. It also sets forth the procedures which governmental entities must follow in order to continue collecting impact fees in the years after those fees are adopted; and

**WHEREAS**, in 2017 Beaufort County initiated the processes which are necessary in order to update existing road impact fees, fire impact fees, library impact fees and parks/recreation impact fees; and

**WHEREAS**, as to each impact fee, state law requires the County to adopt, and to update, capital improvement plans and impact fees on a regular basis. Beaufort County has spent the last several years taking the steps which are necessary in order to update existing impact fees first, by retaining a nationally recognized firm to perform the necessary studies, second, by soliciting input from municipalities regarding projects which are required in order for infrastructure to keep up with the demand for services which growth and development are expected to bring, and third, by providing municipalities with draft intergovernmental agreements which must be signed in order for the County to collect impact fees within their political boundaries; and

**WHEREAS**, Beaufort County has spent months trying to reach agreements with the municipalities to update existing capital improvement project lists in order to update existing parks and recreation impact fees, road impact fees, library impact fees and fire impact fees as outlined above. Yet, despite its best efforts, Beaufort County has been unable to reach agreements with the municipalities on these issues; and

**WHEREAS**, Beaufort County Council believes it is unfair and inequitable for residents of the unincorporated parts of the County to pay for, and to continue paying for, impact fees to support the costs of infrastructure and equipment which are necessitated by growth when residents of municipalities do not do so, even though they add to the demand for infrastructure and equipment and they utilize the same.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, in a meeting duly assembled, that Chapter 82, Articles II through VII, of the code of ordinances of Beaufort County are hereby repealed prospectively. Collection of all parks and recreation impact fees, road impact fees, library impact fees and fire impact fees shall cease effective the date this Ordinance is adopted. All such fees which are collected prior to the effective date of this Ordinance shall, pursuant to and in accordance with the South Carolina Development Impact Fee Act and the general laws of the State of South Carolina, be expended on the respective CIP projects for which the fees were collected.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022

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: \_\_\_\_\_

**ORDINANCE NO. 2022/ \_\_\_\_**

**AN ORDINANCE TO REPEAL CHAPTER 82, ARTICLE VIII OF THE CODE OF ORDINANCES OF BEAUFORT COUNTY, TO TERMINATE THE COLLECTION OF SCHOOL DEVELOPMENT IMPACT FEES, TO REFUND THE SCHOOL IMPACT FEES ALREADY PAID, AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, on June 28, 2021, through an ordinance duly adopted by Beaufort County Council ("County Council") and codified at Article VIII of Chapter 82 of the code of ordinances of Beaufort County, County Council adopted enabling legislation which provided for the collection of school impact fees for all new residential development in the South Beaufort County School Service Area; and

**WHEREAS**, due to the inability of Beaufort County and the municipalities to reach intergovernmental agreements which would allow for the collection and remittance of the fee in the incorporated areas, and the inequity of collecting the fee on only some new development in the South Beaufort County School Service Area (specifically, the unincorporated area) rather than on all new residential development in the South Beaufort County School Service Area, the County Council reluctantly believes it is necessary to repeal Article VIII of Chapter 82 of the code of ordinances in its entirety. It concludes that collections of all school impact fees shall cease on the effective date of this Ordinance, and that all school impact fees collected shall be refunded pursuant to, and in accordance with, the South Carolina Development Impact Fee Act and the general laws of the State of South Carolina.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, in a meeting duly assembled, that Chapter 82, Article VIII of the code of ordinances of Beaufort County is hereby repealed, collection of all school impact fees shall cease the date on which this Ordinance is adopted, and all school impact fees collected shall be refunded as provided by the South Carolina Development Impact Fee Act and the general laws of the State of South Carolina.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2022

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

<b>ITEM TITLE:</b>
A RESOLUTION RECOGNIZING FAIR HOUSING MONTH
<b>MEETING NAME AND DATE:</b>
Community Services Committee April 4, 2022
<b>PRESENTER INFORMATION:</b>
Audra Antonacci - Ogden, ACA Community Services <i>5 Minutes</i>
<b>ITEM BACKGROUND:</b>
April is nationally recognized as Fair Housing Month. All Community Block Grant/Economic Grantees are required to certify that the unit of local government will undertake an action to affirmatively further fair housing.
<b>PROJECT / ITEM NARRATIVE:</b>
A Resolution Recognizing Fair Housing Month is required annually.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Fair Housing Month Resolution.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve Resolution to Recognize Fair Housing Month. Motion to deny Resolution to Recognize Fair Housing Month.

**RESOLUTION 2022 /**

**A RESOLUTION RECOGNIZING THE POLICY SUPPORTING FAIR HOUSING FOR ALL NOT ONLY DURING FAIR HOUSING MONTH, BUT THROUGHOUT THE YEAR**

**WHEREAS**, April 11<sup>th</sup> 2022, marks the 54<sup>th</sup> anniversary of the enactment of the Civil Rights Act of 1968, title VIII of which ([42 U.S.C. 3601](#) et seq.) commonly known as the Fair Housing Act; and

**WHEREAS**, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989 supporting the policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

**WHEREAS**, the County Council of Beaufort County is committed to addressing discrimination in our community, supporting programs that will educate the public about the right to equal housing opportunities, and planning partnership efforts with other organizations to help assure every citizen of their right to fair housing; and

**WHEREAS**, the County Council of Beaufort County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services; and

**WHEREAS**, the County Council of Beaufort County desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Council of Beaufort County does hereby designate April 2022 as Fair Housing Month and recognizes the policy supporting Fair Housing in encouraging all citizens to endorse Fair Housing opportunities for all not only during Fair Housing month, but also throughout the year.

Adopted this 11<sup>th</sup> day of April, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Resolution to Revise the Beaufort County Emergency Disaster Policy & Procedures A.9
<b>MEETING NAME AND DATE:</b>
Executive Committee – April 4 <sup>th</sup> , 2022
<b>Presenter Information:</b>
Neil Desai, P.E., Public Works Director Pamela Cobb, Disaster Recovery Manager (backup)
<b>ITEM BACKGROUND:</b>
The Emergency Disaster Policy and Procedures A.9 of the Beaufort County Personnel Handbook was last reviewed and revised on August 1 <sup>st</sup> , 2019.
<b>PROJECT / ITEM NARRATIVE:</b>
The revision to the Emergency Disaster Policy and Procedures includes a definition of the Operational Conditions (OPCONs), responsibilities for Administration, Management, and Employees, Emergency Operation Teams (EOT), and the increase of Standby pay for designated personnel on the EOT.
<b>FISCAL IMPACT:</b>
The fiscal impact will only occur if Beaufort County Sheriff’s Office Emergency Management Division has activated the Emergency Operation Center and activation of the Emergency Operation Team occurs. This cost will be reimbursable to Beaufort County.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the resolution to amend the Emergency Disaster Policy and Procedures A.9 and to increase Standby pay from \$2 to \$3 for the Emergency Operation Team (EOT).
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/ deny the recommendation to amend the Emergency Disaster Policy & Procedures A.9 and to increase Standby pay from \$2 to \$3 for the Emergency Operation Team (EOT).
(Next Steps – Go before full council for determination on the Resolution and pay increase.

## **A.9 - County Emergency Disaster Policy and Procedures**

This policy is to provide guidance to the employees of Beaufort County regarding responsibilities, expectations and pay policies during declared emergencies / disasters. Beaufort County is mandated to provide services to the citizens of the county during emergencies and disaster situations in accordance with Section 25-1-420, South Carolina Code of Laws. An emergency, as defined by the Code, shall mean “actual or threatened enemy attack, sabotage, conflagration, flood, storm, epidemic, earthquake, riot, or other public calamity.”

The South Carolina Emergency Management Division has developed the following stages or operational conditions as a guideline for emergency situations:

- OPCON III - Normal Daily Operations
- OPCON II - Enhanced Awareness
- OPCON I - Full Alert

### **OPCON 3 - Normal Operations / Steady State**

- Day-to-Day operations to include normal training and exercises.
- Review of the department’s hurricane plan and make any necessary improvements.
- Routine watch and warning activities.

### **OPCON 2 – Enhanced Steady State / Partial Activation**

- Certain EOT members / organizations are activated to monitor a credible threat, risk or hazard and/or to support the response to a new and potentially evolving incident.
- At this time, the employee would be placed on “standby” status and will be expected to be ready to report to work in accordance with the dictated response time requirements.
- Possibility of an emergency that may require a limited or partial activation.
- Disaster or emergency likely or imminent.
- Activation of the Emergency Operation Plan or appropriate plan for the specific hazard if deemed necessary.

### **OPCON 1 – Full Activation**

- Employees should report to their designated duty station and come prepared to stay for an extended period of time (i.e, more than one day) at the appointed worksite if necessary.
- Emergency Operation Center is activated, including personnel from all assisting agencies, to support the response to a major incident or credible threat.
- Disaster or emergency in effect and/or occurring emergency operations are underway
- Evacuations may or may not be in progress
- Maximum preparedness level with the highest State of Emergency Operations

The following County procedure follows the general guidelines provided.

## **Procedure**

### **Responsibility**

#### **Administration**

- The Chairman of Beaufort County Council may activate the Beaufort County Emergency Operations Plan as necessitated by an actual or imminent disaster or incident.
- Under the direction of the Beaufort County Emergency Policy Group, consisting of the Chairman of County Council, the County Administrator, and the County Sheriff, the Director of Emergency Management is responsible for the administration of this policy and coordination of all procedures herein.

#### **Management**

- Identify and notify those employees whose presence is essential during OPCON 1 or OPCON 2.
- Compile and maintain a listing of employees' current telephone information so they may be contacted during hazardous weather or other emergency conditions.
- Ensure timesheets and activity logs are properly documented for payroll and reimbursement purposes.
- Convey policy to new or prospective employees.

#### **Employees**

- Check County email for any updates regarding hazardous weather or emergency conditions.
- Come prepared to stay at the appointed workstation for an extended period of time (i.e., more than one day) if designated to report to work during emergency conditions.
- Provide supervisors with current telephone information so contact may be made during hazardous weather or emergency conditions.



## **Emergency Operation Team (EOT)**

Personnel who have been identified as essential personnel who have a role in supporting a disaster or emergency event (natural or man-made) that affects Beaufort County. This includes, but not limited to, those who hold a position in the EOC and those who may be required to stay during an evacuation or evacuate with the County. Some departments may not have a role in the EOT and others may require the entire department to support such events.

- The County Administrator or his/her designee shall approve the county personnel to be assigned to the Emergency Operations Team (EOT). NO employee shall be eligible for the special pay provisions of this policy unless his/her department and position title is specifically listed on the approved EOT Roster.
- Furthermore, no employee shall be eligible for the special pay provisions of this policy unless his/her name, by approved position above, is specifically provided to the Director of Emergency Management by his/her Department Head prior to the start of hurricane season.

## **Compensation During an Emergency**

Based on this guideline, the County Administrator or his/her designee, in conjunction with the County Council Chair and County Sheriff, may order County office closures due to a disaster/emergency related event such as a hurricane, winter storm, etc.

During such an event, the following pay policies will apply for County employees, depending on whether or not staff worked during a declared emergency:

Status	Disaster Pay - Non-Exempt	Disaster Pay - Salaried Exempt	Staff Not Identified to Work during an Emergency
Normal Daily Operations	Regular Work & Pay	Regular Salary	Regular Work & Pay
Enhanced Awareness / EOT Activated (either partially or fully) <b>(County Offices Open)</b>	Regular Work & Pay <i>(Standby Pay* May Be Authorized For Identified Staff as Needed - \$3.00 pr hr)</i>	Regular Salary	Regular Work & Pay
Full Alert - Emergency Declared by County Officials <b>(County Offices Closed)</b>	Administrative Leave Pay Per Day  Regular Pay for Hours Worked. Overtime Pay for Hours Worked > 40 per work week; 8 hours  Standby Pay	Administrative Leave Pay Per Day  Regular Pay for Hours Worked. Overtime Pay for Hours Worked > 40 per work week; 8 hours  Standby Pay	<b>8 hours Administrative Leave Pay Per Day for Scheduled Workdays</b>
State of Emergency Lifted – County Offices Open	Regular Pay – Work as Directed	Regular Salary- Work as Directed	Regular Pay- Work as Directed
Re-entry/ Recovery	Regular Pay – Work as Directed	Regular Salary- Work as Directed  <i>(Overtime for exempt authorized only by County Administrator or designee)</i>	Regular Salary- Work as Directed

*\*Standby Pay will be paid only as authorized by the County Administrator or designee and only for those employees not actively on duty – standby pay will not be paid in addition to hourly wages while working.*

**Relief from Duty**

Employees identified to work during emergencies (*identified on the Emergency Operation Team*) are expected to report to work when called. An employee may be excused from work only in extreme situations, and only by the appropriate reporting authority (County Administrator, Sheriff).

**Return to Regular Duties**

Once the emergency incident is declared resolved, employees who worked during emergency conditions shall be allowed a reasonable amount of time for rest and recuperation prior to returning to their regular assignments.

## **Payroll Processing**

The Finance Department, in the event of possible or likely office closures due to an emergency, may issue a standard payroll prior to the normal payroll processing date to ensure that all employees will have access to wages if offices are closed.

If this occurs, employees will be paid for their “standard” scheduled hours for the emergency pay run via direct deposit. Corrections, whether in the form of additional pay or recoupment of overpayments, will be handled as soon as possible after normal operations are reinstated.

## **Re-Entry / Recovery**

The recovery process after a storm or other disaster may take days, weeks, or months. Payment of administrative leave during the recovery process will be subject to weekly review and Administrator approval. Under no circumstance will administrative leave pay be continued after County offices have reopened.

Employees activated during the emergency will begin recovery operations as directed after the event. All other County employees are expected to report to work when County offices reopen (or when instructed to do so earlier) and will be paid their normal wages (and overtime as required) and may be required to perform work outside of their normal duties to assist with recovery efforts. This work will enable Beaufort County government to return to normal operations and assist citizens in returning to their normal daily routines as quickly as possible.

## **Other Provisions**

Employees who are required to remain at their emergency duty stations will be allowed to sleep and/or rest when conditions allow at no loss of supplemental compensation outlined above.

The Chief Financial Officer is responsible for developing and maintaining a payroll system to properly administer the pay practices described above. No supplemental pay will be authorized for employees who do not stay behind during an event or have received prior authorization by the County Administrator or designee.

The County Administrator is not eligible for pay outlined in this policy unless approved by the Beaufort County Council.

*-County Council reserves the right to change this policy at anytime for any reason-*

RESOLUTION 2022/ \_\_\_\_\_

**BEAUFORT COUNTY PERSONNEL HANDBOOK –  
REVISED SECTION A.9 “COUNTY EMERGENCY DISASTER POLICY &  
PROCEDURES”**

**WHEREAS**, Beaufort County Council finds that it is in the best interest of County employees to implement uniform employee practices; and

**WHEREAS**, the current Beaufort County Personnel Handbook was adopted August 1, 2016; and

**WHEREAS**, the Beaufort County Council recognizes that from time to time, certain policies within the Personnel Handbook need to be updated to stay current; and

**WHEREAS**, County Administration has reviewed and recommends changes to **A.9 County Emergency Disaster Policy and Procedure dated August 1, 2019**, as to incorporate the increase of Standby pay from \$2 to \$3 for staff who have been identified on the Emergency Operations Team (EOT).

**NOW THEREFORE, BE IT RESOLVED**, that the Beaufort County Council hereby revokes and repeals the previously issued “A.9 – County Emergency Disaster Policy & Procedure” within the personnel handbook issued by the Beaufort County Council, its officers, members and employees, and hereby adopts the amended **A.9 County Emergency Disaster Policy and Procedure dated July 1, 2022.**

This Resolution shall be effective July 1, 2022.

Dated this 18th of April 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

\_\_\_\_\_  
Joseph F. Passiment

Attest:

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 20.

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

**PRELIMINARY BID TABULATION**  
PURCHASING DEPARTMENT

Item 20.



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

The following bids were received for the above referenced project:

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

*David Thomas*  
\_\_\_\_\_  
Bid Administrator Signature

*Victoria Moyer*  
\_\_\_\_\_  
Bid Recorder

**RESOLUTION 2022/\_\_\_**

**A RESOLUTION TO AMEND RESOLUTION 2021/22 WHICH SUPPORTS PUBLIC ACCESS AND PASSIVE RECREATION PROJECTS ON RURAL AND CRITICAL LAND PRESERVATION PROGRAM PASSIVE PARK PROPERTIES**

**WHEREAS** Beaufort County adopted the Passive Parks Public Use Work Plan (Resolution 2018/22) on October 22, 2018, and the Passive Parks Ordinance (2018/53) on December 10, 2018; and

**WHEREAS** Beaufort County adopted by Resolution (2019/18) the right to reserve Land Preservation Bond funds for the implementation of public access and passive recreation park improvement projects on a first come, first serve basis with \$5 million (20%) from the 2018 Land Preservation Bond funding; and

**WHEREAS** on May 20, 2019, Beaufort County adopted by Resolution (2019/23) a reservation request of \$765,000 (3.1%) from the 2018 Land Preservation Bond funding towards the implementation of public access and passive recreation projects on County owned fee-simple Rural and Critical Preservation Land Program passive parks; and

**WHEREAS** on November 18, 2019, Beaufort County adopted by Resolution (2019/49) a reservation request of \$4,235,000 (16.9%) from the 2018 Land Preservation Bond funding towards the implementation of public access and passive recreation projects on County owned fee-simple Rural and Critical Preservation Land Program passive parks; and

**WHEREAS** on October 12, 2020, Beaufort County adopted by Resolution (2020/21) an amendment to Resolution 2019/49 that replaced the Mobley property with the Okatie River Park property; and

**WHEREAS** there is great public interest in the expedient construction and opening of public access and passive recreation opportunities on Whitehall Park; and

**WHEREAS** on April 4, 2022 the Natural Resources Committee approved a recommendation to reallocate \$935,494 from the \$1,000,000 which was reserved for Okatie Marsh Regional Preserve pursuant to Resolution 2019/49 to Whitehall Park to complete the full funding of Phase I Construction improvements. These funds (\$1,435,494) will supplement the \$560,478 Local A Tax Grant which Council approved on March 28, 2022 to completely cover the cost of Phase I Construction improvements at Whitehall Park.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** amends Resolution 2021/22 to reallocate the funding amounts for Okatie Marsh Preserve and Whitehall Park, as listed in Exhibit A attached hereto. All other text and fund allocations remain as originally written.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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



ATTEST:

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

**Exhibit A**

**Public Access and Passive Recreation Projects**

Okatie River Park Design/Build	\$1,000,000	
Okatie Marsh Regional Preserve Planning/Construction	<del>\$1,000,000</del>	<u>\$64,506</u>
Pineview Planning/Construction	\$ 600,000	
Bailey Memorial Park Planning/Construction	\$ 400,000	
Whitehall Park Design/Build	<del>\$ 500,000</del>	<u>\$1,435,494</u>
Ford Shell Ring Park Planning/Construction	\$ 250,000	
Pocket Parks Design/Build	\$ 485,000	
 TOTAL	 \$4,235,000	



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 21.

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

**RESOLUTION 2022/**

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

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

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

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

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

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

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

ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**MEMORANDUM OF AGREEMENT  
CITY OF BEAUFORT**

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

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

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

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

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

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

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

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

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**CITY OF BEAUFORT**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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

**RESOLUTION 2022/**

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

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

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

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

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

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

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

ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**MEMORANDUM OF AGREEMENT  
TOWN OF PORT ROYAL**

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

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

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

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

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

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

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

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

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



**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**TOWN OF PORT ROYAL**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**MEMORANDUM OF AGREEMENT  
TOWN OF BLUFFTON**

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

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

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

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

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

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

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

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

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**TOWN OF BLUFFTON**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**RESOLUTION 2022/**

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

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

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

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

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

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

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

ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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

**RESOLUTION 2022/**

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

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

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

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

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

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

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

ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**MEMORANDUM OF AGREEMENT  
TOWN OF HILTON HEAD**

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

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

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

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

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

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

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

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

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



**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**TOWN OF HILTON HEAD**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommend Approval of a <a href="#">revised</a> resolution of Beaufort County Responses to Town of Hilton Head comments on the US 278 corridor traffic improvement project.
<b>MEETING NAME AND DATE:</b>
April 11, 2022 County Council
<b>PRESENTER INFORMATION:</b>
Eric Greenway, County Administrator 5 minutes
<b>ITEM BACKGROUND:</b>
The US 278 Corridor Traffic Improvement Project is a Beaufort County project and is part of the 2018 Sales Tax program. The Town of Hilton Head submitted 26 public comments as prepared by MKSK seeking a response from SCDOT and Beaufort County. <a href="#">UPDATE: On April 4, 2022 the Chairman of County Council, the County Administrator, and three members of the County Council attended a Workshop with Senator Tom Davis and elected officials and executive staff of the Town of Hilton Head Island. It was agreed that two additional studies would be completed to address lingering concerns by interested parties. It was stated by the County Administrator that the SCDOT indicated that the additional studies would need to be completed within ninety (90) days. Chairman Passiment, as a result of that meeting, requested that the resolution be amended to provide an additional thirty (30) days after the study completion for the Town of Hilton Head to be able to review the outcomes and provide the County Administrator a written commitment to the items set forth in the resolution which is attached. This resolution memorializes the agreement of the County and the Town.</a>
<b>PROJECT / ITEM NARRATIVE:</b>
The project team provided responses to the Town of Hilton Head’s comments on February 8, 2022. This resolution is for Beaufort County Council to endorse the responses already provided.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
N/A
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the <a href="#">revised</a> resolution of Beaufort County Responses to Town of Hilton Head comments on the US 278 corridor traffic improvement project.

**RESOLUTION 2022/ \_\_\_\_\_**

**BEAUFORT COUNTY RESPONSES TO TOWN OF HILTON HEAD COMMENTS ON  
THE US 278 CORRIDOR TRAFFIC IMPROVEMENTS PROJECT**

**WHEREAS**, the US 278 Corridor Traffic Improvements, further known as the “Project”, is a Beaufort County Project and is part of the 2018 Sales Tax program; and

**WHEREAS**, the Project is currently in the preliminary design stage and is working through the Environmental Assessment process; and

**WHEREAS**, separate from the design consultant for the Project, the Town of Hilton Head hired a land planning consultant, MKSK, to assist Town Council with evaluating the current design and to provide recommendations to enhance the Project; and

**WHEREAS**, as part of the Environmental Assessment process a preferred alternative for the Project was identified and presented at a public hearing held on July 22, 2021; and

**WHEREAS**, the Town of Hilton Head submitted 26 comments as prepared by MKSK seeking a response from SCDOT and Beaufort County; and

**WHEREAS**, SCDOT and Beaufort County provided direct responses to the Town’s comments on February 8, 2022. Many of the comments were incorporated into the refined preferred alternative as presented in the follow-up public information meeting held on March 3, 2022; and

**WHEREAS**, Beaufort County, the Town of Hilton Head and SCDOT believe and agree it is prudent and appropriate for additional studies (which are expected to take 90 days to complete) to be performed in order to address concerns which have been expressed.

**NOW THEREFORE, BE IT RESOLVED**, that the Beaufort County Council hereby commits up to ninety (90) days to the completion of the two additional corridor studies detailed in the April 4<sup>th</sup> workshop held by the Town of Hilton Island and Beaufort County. The Beaufort County Council further supports the responses provided by the Project team to Town of Hilton Head on the public comments previously submitted as prepared by MKSK so long as, within one hundred and twenty (120) days (thirty (30) days after the additional studies are completed) of the date of this Resolution, the Town of Hilton Head provides the County Administrator with written commitment to the following:

- All enhancements desired to be added to the Project by the Town that are not currently incorporated into the refined preferred alternative (i.e. – specific signage, landscaping, public art, accent lighting, etc.) shall be paid for by the Town of Hilton Head. All Town sponsored enhancements shall be coordinated with the Project team to ensure they are in compliance with the Project impacts, permits and do not adversely affect the Project schedule; and
- Any and all right-of-way acquisitions and permissions required throughout the Project which are located on Town-owned properties shall be provided to the Project at no cost; and
- The Town provides its municipal consent for the Project.

COUNTY COUNCIL OF BEAUFORT COUNTY

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Joseph F. Passiment

Attest:

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Sarah W. Brock, Clerk to Council

## Responses to MKSK Recommendations

The preliminary responses are based on the meeting held between the Beaufort County (County Administrator Eric Greenway & Assistant County Administrator Jared Fralix), SCDOT (Secretary Christy Hall, Deputy Secretary Leland Colvin, & Program Manager Craig Winn), and the Town of Hilton Head Island (Town Manager Marc Orlando, Mayor John McCann, and Senior Advisor to the Town Manager Shawn Colin) on October 14, 2021, at the Beaufort County Administration Building. Additional responses are based on further environmental NEPA evaluations, traffic evaluations & engineering design performed since the October 14, 2021 meeting.

### Corridor Wide

#### **1. Reduce lane widths to 11' to calm traffic & reduce property impacts**

**Preliminary Response:** Agreement on 12' lanes on the bridge and Jenkins Island but a 12' outside lane and a pair of 11' inside lanes as well as accessory lanes will be pursued through the Stoney Community from the Causeway to Spanish Wells Road.

**Additional Response:** During the design process a design exception and appropriate approvals for the two 11' inside lanes within the Stoney Community will need to be pursued.

#### **2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas**

**Preliminary Response:** Agreement on elimination of raised curbs on the interior portion of Jenkins Island where appropriate with the understanding this will increase the clear zone needed in the median. Raised curb and gutter will be installed on the exterior edge of the roadway to reduce ROW requirements and handle the drainage needs.

**Additional Response:** Additional investigation and review of safety and drainage needs within the area will be required as project development continues. In project areas with a proposed 15' raised median, curbing will be provided on both the inside and outside of the roadway.

#### **3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics**

**Preliminary Response:** Agreement on varying median through Jenkins Island, holding eastbound lanes in the existing alignment and moving westbound travel lanes North on Jenkins Island between Crosstree Drive and the causeway. The costs are to be estimated and if project overrun will need to be funded locally (not SCDOT or SIB funding).

**Additional Response:** The meandering of the roadway is estimated to increase project cost by approximately \$1.5M and was designed to avoid all critical area and freshwater wetlands. Additionally, the meandering of the roadway would not be permitted to result in wetland impacts greater than the Recommended Preferred Alternative 4A, as presented at the Public Hearing. Appendix 1 shows the proposed layout of the meandering on Jenkins Island that avoids critical area

wetlands and freshwater wetlands. The additional cost does not include any costs for the additional Town-owned ROW required to meander the roadway and the ROW is assumed to be donated. The County does not have extra funds for an additional cost, and additional local funds would need to be identified early in the design process by the Town.

**4. Take advantage of Town-owned property for sake of Parkway improvements**

**Preliminary Response:** Agreement on this item and was part of the SIB application.

**Additional Response:** Project is taking advantage of Town-owned property through Jenkins Island with westbound lanes alignment. Other uses of Town-owned property will be considered during design if needed to facilitate project needs.

**5. Utilize ITS smart signal technology throughout**

**Preliminary Response:** Agreement on this item. It is already part of the current project scope.

**Additional Response:** Please be advised that signals will continue to be maintained locally, by either the County or Town, as currently prescribed in each of our Signal Maintenance Agreements (SMA) with SCDOT

**6. Reduce curb cuts and provide for alternative/safer property access throughout**

**Preliminary Response:** Agreement on this item. Change in access drives within Stoney as proposed by MKSK is separate from the project.

**Additional Response:** Reduction in curb cuts is a priority for safety and access management. Before reducing curb cuts, it will need to be verified that the improvements do not cause additional impacts within the TCP and are agreeable by all property owners.

**7. Provide trails on both sides of Parkway where possible with sufficient separation from the road and instead of sidewalks**

**Preliminary Response:** No trail to be installed on the southern side of William Hilton Parkway. The existing sidewalk on the southern side is to be removed except to connect Windmill Harbour to the shared use path underpass west of the Windmill Harbour entrance.

**Additional Response:** No additional comments.

**8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians**

**Preliminary Response:** Agreement on a trail on the northern side of US 278 only, with separation from the roadway. The trail will not be located in the marsh area and must tighten up alignment through the causeway section connecting Hilton Head and Jenkins Island. The trail is okay to move north for more separation from Parkway through Jenkins Island.

**Additional Response:** The meandering of the trail through Jenkins Island must avoid the wetlands and environmental features. The corridor will also be evaluated for other opportunities to utilize town-

owned land to meander the shared use path away from the roadway and to protect tree canopies when practical. Additional expenses to meander the trail will need to be covered by local funds (Not SCDOT or SIB funding)

**9. Open/encourage views to the water wherever possible, as part of the Island's "signature"**

**Preliminary Response:** Agreement that this is a local element with selective treatment rather than any clearing and grubbing along the water edge.

**Additional Response:** This will not be included as part of the project as it has the potential to increase environmental impacts outside of the proposed construction limits.

**10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others**

**Preliminary Response:** Agreement that this element should be Town driven through its CIP Program.

**Additional Response:** The EA document includes signage within the Stoney Community as part of the environmental commitments. This is to include two signs, banner signage on SUP lighting, and landscaping. The final details of each of these features will be coordinated with the Stoney Community and local governments. (Eligible for project funding within the Stoney Community)

**11. Reduce design & posted speeds throughout the corridor.**

**Preliminary Response:** The entire project will include a 45mph design speed and consideration given for 40mph posted speed for the William Hilton Parkway from the causeway connecting Hilton Head to Jenkins Island to Sea Pines Circle (which includes the Stoney segment)

**Additional Response:** The posted speed will need to be discussed with the SCDOT District Traffic Engineer and a formal request will need to be submitted by the Town requesting a Speed Study through the District office for the areas of concern between Stoney and Sea Pines Circle. The project team will assist in any communication and coordination with the SCDOT District office.

**12. Evaluate the island-wide transportation system.**

**Preliminary Response:** Agreement this is an effort that will be handled locally

**Additional Response:** No additional comments.

### Zone specific recommendations

**13. Encourage/support Moss Creek area improvements (commercial redevelopment, access/roadway improvements, trail connections)**

**Preliminary Response:** Agreement for long-term but not included in this project scope and is not eligible for State Infrastructure Bank Funding.

**Additional Response:** County to support private commercial redevelopment in Moss Creek area. Any driveways and curb-cuts within project limits will be improved as part of the project. The trail along US 278 will connect to the trails along Bluffton Parkway via pedestrian improvements along Buckingham Plantation Drive.

**14. Establish "Gateway Experience" threshold at the west end of Mackay Creek bridges (landscape, island "icon", art, lighting)**

**Preliminary Response:** Okay through coordination of County & Town

**Additional Response:** Not eligible for SCDOT or SIB Funding

**15. Reduce bridge mass with two separate bridges and a Shared-Use path on side of the eastbound bridge**

**Preliminary Response:** SCDOT is neutral on this item. The county administrator does not think benefits will justify additional costs. SCDOT states it's likely a 10-15% increase in the cost of the bridge component resulting in a \$30M to \$40M dollar increase. These additional costs are to be funded with local funds, not SCDOT or SIB. This item is to be evaluated by KCI (County) and HDR (Town) to determine the differential in costs between 1, six-lane bridge versus 2, 3 lane bridges. Additional impacts to the environment and Pinckney Island to be considered.

**Additional Response:** The construction of two separate bridge structures will increase the actual bridge width and increase the impacts to Pinckney Island due to the need for a separation distance between the two structures. The dual bridge option increases the estimated project cost by \$27.3 million. Additionally, two separate bridge structures will significantly increase the construction time potentially extending the completion date and jeopardizing SIB funding. The County does not support this request.

**16. Reduce bridge lane width to 11', verify the need for two breakdown lanes per bridge**

**Preliminary Response:** The bridge will have 12' lanes and no reduction of shoulder/breakdown widths. Each direction to include 2-10' shoulders as agreed to by all parties.

**Additional Response:** The 12' lanes and 10' shoulders are FHWA controlling criteria and provide a safety benefit to the project. These criteria are based on the roadway classification. Additionally, the shoulders provide improved access for Emergency Response on the bridges and to Jenkins Island.

**17. Provide 14' minimum width non-motorized lane on the bridge with multiple viewing areas and protection/screening of vehicles**



**Preliminary Response:** Agreement on the 12' shared-use pathway along the southern side of the bridge with 2 bulb-outs, one over each creek. Each bulb is out to be approximately 50' long. The bulb out elements are to be funded with local money as they are considered non-essential for SIB funding

**Additional Response:** The final configuration of the bulb-outs will be determined during the bridge design phase but are currently estimated to be 20'x50' with an additional cost of \$125k to \$150k per bulb out. However, the cost estimate does not include the additional cost for protection/screening. The County supports the concept of the viewing areas/screening if additional local funds can be identified early in the design process by the Town but the County does not have the extra funds to support the addition.

**18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms)**

**Preliminary Response:** Agreement on this item with continued coordination through project design. Attention to be focused on the above deck treatment of the bridge.

**Additional Response:** This has potential schedule implications but a decision would need to be made early in the design development to ensure timely completion of the bridge design. The County does not have extra funds but supports additional aesthetic details but is good with the concept if additional local funds or grants can be identified and made available.

**19. Consolidate Jenkins Island access to one location at C. Heinrichs Circle/Windmill Harbor Entrance**

**Preliminary Response:** Agreement to consolidate all turning movements on Jenkins Island to this single intersection has already been implemented as part of the refinements after the public hearing.

**Additional Response:** No additional response.

- 20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney**
- 21. Eliminate confusing SCDOT U-turns**
- 22. Eliminate left turns and traffic introduction onto Old Wild Horse Road**

**Preliminary Response:** This response applies to 20-22. There is an internal agreement to provide lefts at the Stoney intersections and not to proceed with the U-turn at the Old Wild horse Road intersection. SCDOT, Beaufort County, and the Town of Hilton Head agree to evaluate options to understand the performance and impacts resulting from the preferred alternative and the local alternatives. A balance of performance, impact of land disruption, and local desires and input will drive the final request to FHWA.

**Additional Response:** Additional survey work and engineering design was required to address this request. A traffic technical memo was created for the section of US 278 between Squire Pope Road and Spanish Wells Road to evaluate additional intersection configurations (Appendix 2). Two additional intersections were evaluated that eliminated the signal and U-turns at Old Wild Horse Road and reintroduced the left turns at Squire Pope Road & Spanish Wells Road. Both options introduced dual left-hand turn lanes from eastbound US 278 onto northbound Squire Pope Road, dual lefts from

Spanish Wells Road northbound onto US 278 westbound, and the combination of the Squire Pope Road southbound through movement and left-turn movement to protect the tree canopy on Squire Pope Road. Option 1 includes dual rights from SB Squire Pope Road onto WB US 278 operating under a stop condition while Option 2 includes one free flow right from SB Squire Pope Road to WB US 278 with an acceleration lane on 278. While the traffic performance of each of the options causes decreased level of service at the intersections, additional travel time and delays in the peak direction, and additional delays on the side streets, the performance does meet the minimum standard of a level of service D. There is minimal discernment obtained between the performance of Option 1 and Option 2. The next step was to compare the options to original TCP impacted areas of 4.77 acres as shown in Appendix 3. Each of the alternatives, including the preferred alternative through refinements, shows a reduction in the TCP impacts. Once all factors are considered including TCP impacts, local governmental input, and public comments from the Public Hearing Option 1 balances the need for traffic performance for the mainline and side roads, and the TCP impacts throughout Stoney. Option 1 reduces the frontage impacts along US 278 within Stoney from the causeway to Squire Pope Road. The selection of Option 1 will require the trail to meander within the Town of Hilton Tract on the northeast corner of Squire Pope Road and US 278 to protect the tree canopy along Squire Pope Road as requested by the State Historical Preservation Office (SHPO).

- 23. *Create a new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage***
- 24. *Consider a new Visitor Center as part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings***

**Preliminary Response:** This applies to 23 and 24. This must take place (at least initially) on Town/County-owned property within Stoney. NO additional property impacts take or displacements should be represented as part of this element. TCP elements identified in the EA should be integrated and enhanced at this location.

**Additional Response:** The new park and pavilion are part of the environmental commitments for the project. The location of the improvements and details will need to be coordinated with the Stoney Community and the local entities. Should the Town desire to design and construct a visitor center, it could be constructed separately but concurrent with the project. The improvements outlined in the EA document as commitments for the Stoney Community are funded however any additional design elements or expansion would need to be funded locally and not utilize SCDOT or SIB funding.

- 25. *Create a Stoney-authored vision plan for the next generation of that neighborhood***

**Preliminary Response:** Agreement that this should be a locally handled effort.

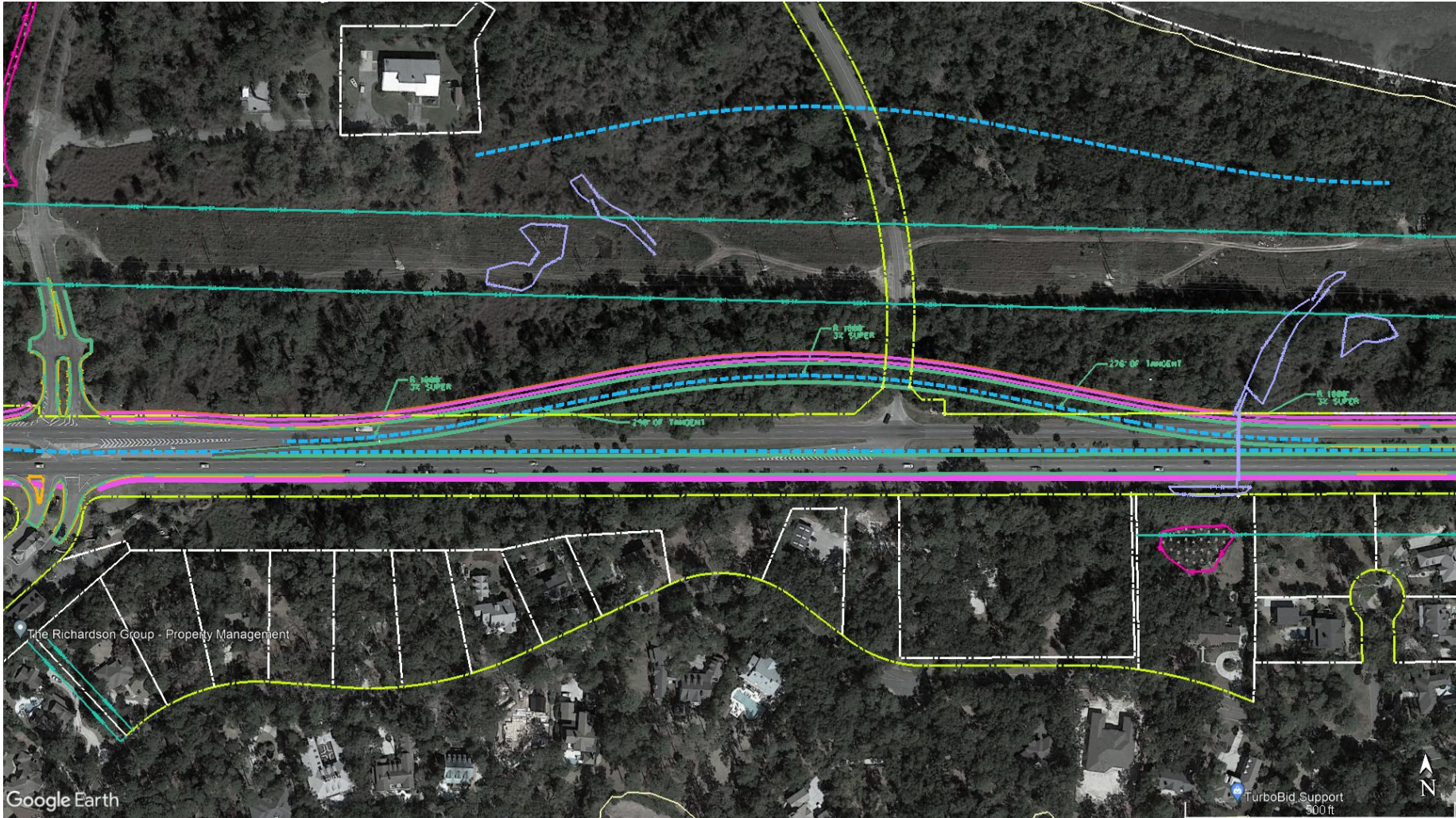
**Additional Response:** As part of the environmental commitments, the County will develop and host an online, interactive map of the history of the Stoney community to share important historical information about the community.

- 26. *Create and professional staff a Development Corporation as a vehicle for Stoney Advancement.***

**Preliminary Response:** Agreement that this should be a locally handled effort.

**Additional Response:** The County supports the advancement of citizens within the Stoney Community and other Gullah communities throughout the county and is open to further discussions to determine the most appropriate vehicle to support this mission.

**Appendix 1: Jenkins Island Meandering**



**Appendix 2: Squire Pope to Spanish Wells Tech Memo**

## Technical Memorandum

*To: Craig Winn, PE  
Project Manager  
South Carolina Department of Transportation*

*From: CDM Smith*

*Date: January 26, 2022*

*Subject: US 278 – Alternative Intersection Analysis Between Squire Pope Road and Spanish Wells Road*

### Introduction

The Town of Hilton Head’s land planning consultant, MKSK, and HDR have requested additional intersection analysis along US 278. The additional analysis includes reinstating the left turn lanes at Squire Pope Road and Spanish Wells Road. This technical memorandum details the future year 2045 operational analysis for the two new alternative scenarios and how they compare to the preferred alternative presented at the US 278 Public Hearing on July 22, 2021.

### Preferred Alternative 4A

The preferred alternative presented at the Public Hearing proposed to remove the eastbound left turn lane from US 278 onto Squire Pope Road, remove the eastbound and westbound left turn lanes onto Wild Horse Road and Spanish Wells Road, and to add a signal at Old Wild Horse Road to facilitate u-turn movements. This configuration of two- and three-phased signalized intersections will work together as a system to help improve the overall intersection operations along this segment of US 278. The lane geometries and levels of service (LOS) are provided in **Figure 1**.

The operational analyses of the preferred alternative are summarized **Table 1**. In the AM peak hour, the intersections operate with an overall LOS B or better. In the PM peak hour, Squire Pope Road will operate at LOS A while Old Wild Horse Road and Spanish Wells Road will operate at LOS C. The SimTraffic results, provided in **Table 2**, show an arterial speed of 24 mph in the eastbound direction and 32 mph in the westbound direction during the AM peak hour, with a total travel time of 60.7 seconds in the eastbound direction and 44.9 seconds in the westbound direction. In the PM peak hour, the arterial speed is 24 mph in the eastbound direction and 25 mph in the westbound direction with a total travel time of 59.9 seconds in the eastbound direction and 57.5 seconds in the westbound direction. The Synchro and SimTraffic reports for the preferred alternative are provided in **Appendix A**.

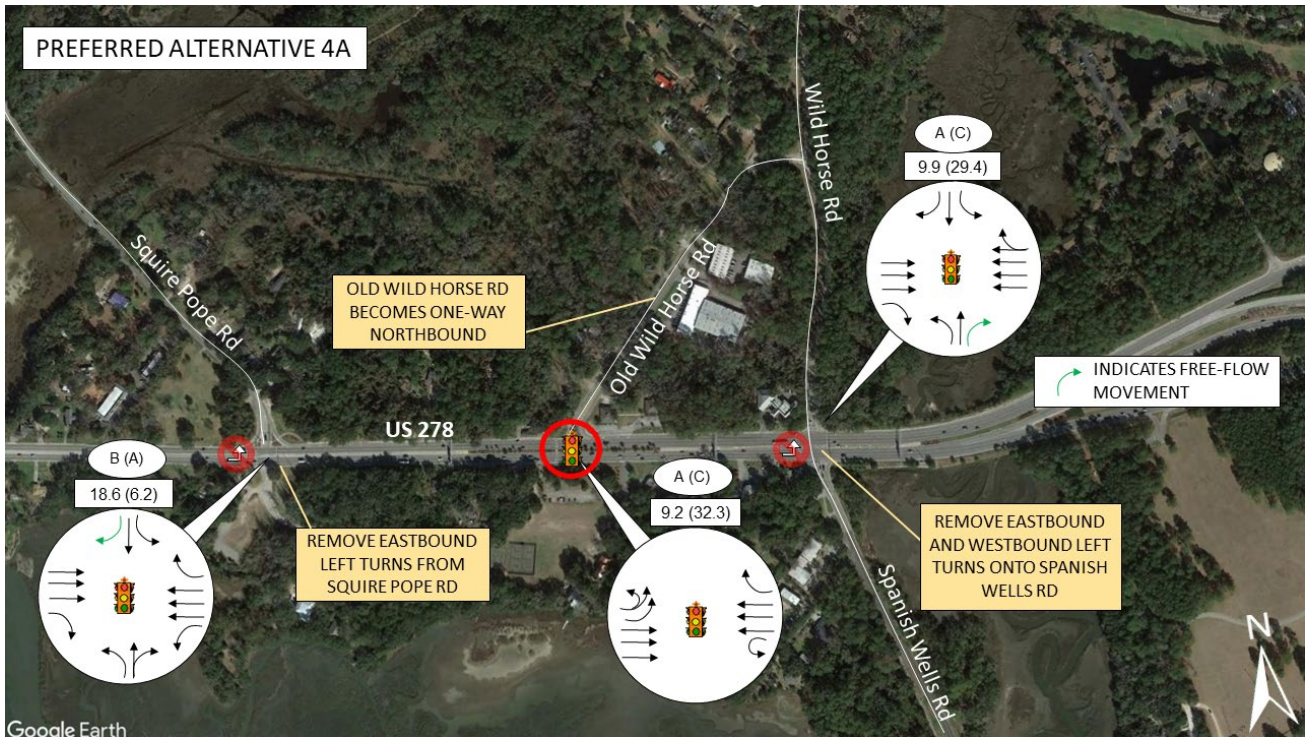


Figure 1 - Lane Geometries and LOS – Preferred Alternative 4A

Table 1 – Preferred Alternative Level of Service Summary

Intersection	AM			PM		
	Movement	LOS	Delay	Movement	LOS	Delay
Squire Pope Rd	Overall	B	18.6	Overall	A	6.2
Old Wild Horse Road	Overall	A	9.2	Overall	C	32.3
Wild Horse Rd/ Spanish Wells Rd	Overall	A	9.9	Overall	C	29.4

Table 2 – Preferred Alternative SimTraffic Summary

Preferred Alternative							
Eastbound	AM	Travel Time (s)	60.7	Westbound	AM	Travel Time (s)	44.9
		Arterial Speed (mph)	24			Arterial Speed (mph)	32
		Delay (s)	27.6			Delay (s)	11.4
	PM	Travel Time (s)	59.9		PM	Travel Time (s)	57.5
		Arterial Speed (mph)	24			Arterial Speed (mph)	25
		Delay (s)	26.4			Delay (s)	24.0



## Additional Analysis

Although the operational analysis of the preferred alternative shows exceptional levels of service at all three intersections and an improvement in travel times along this portion of US 278, there is citizen concern regarding removing the left turns from US 278 and adding a signal at the Old Wild Horse Road intersection. The Town of Hilton Head requested two additional scenarios be considered which reinstate the left turn movements:

- Option 1: Dual eastbound left turn lanes from US 278 onto Squire Pope Road, dual southbound right turn lanes from Squire Pope Road onto US 278, single eastbound left turn lane from US 278 onto Wild Horse Road, single westbound left turn lane from US 278 onto Spanish Wells Road, and removal of the signal at Old Wild Horse Road.
- Option 2: Dual eastbound left turn lanes from US 278 onto Squire Pope Road, single free-flow southbound right turn lane from Squire Pope Road onto US 278, single eastbound left turn lane from US 278 onto Wild Horse Road, single westbound left turn lane from US 278 onto Spanish Wells Road, and removal of the signal at Old Wild Horse Road.

As part of the screening analysis of these two options, additional scenarios combining various lane configurations were considered in an effort to provide the best possible operational performance:

- Scenario a: Separate southbound left and through lanes at Squire Pope Road; dual northbound left turn lanes from Spanish Wells Road onto US 278
- Scenario b: Separate southbound left and through lanes at Squire Pope Road; single northbound left turn lane from Spanish Wells Road onto US 278
- Scenario c: Combined southbound left/through lane at Squire Pope Road; dual northbound left turn lanes from Spanish Wells Road onto US 278
- Scenario d: Combined southbound left/through lane at Squire Pope Road; single northbound left turn lane from Spanish Wells Road onto US 278

At Spanish Wells Road, because the left turn movements from US 278 are added back to the signal phasing, the single northbound left turn lane will no longer be able to accommodate the left turning volume. This is because the green time that was allocated to the northbound left is now distributed to the protected left turn phases on US 278. Therefore, dual northbound left turn lanes are needed at the Spanish Wells Road intersection and the only viable scenarios were a and c, described above.

The comparison between scenario a and scenario c showed a miniscule difference in operations at the Squire Pope Road intersection and were the same for the Spanish Wells Road intersection. Scenario c was advanced further because by combining the southbound left and through movements into one lane, there is a savings in right-of-way impacts. **Appendix B** provides the Synchro reports and detailed summary table for the scenarios.

### Option 1 – Dual southbound right turn lanes

**Figure 2** shows the lane geometries and LOS results for Option 1. **Table 3** summarizes the operational analysis of the intersections. In the AM peak hour, Squire Pope Road and Spanish Wells Road operate at LOS C. In the PM peak hour, both intersections operate at LOS D.

The SimTraffic results, provided in **Table 4**, show an arterial speed of 20 mph in the eastbound direction and 34 mph in the westbound direction during the AM peak hour, with a total travel time of 70.6 seconds in the eastbound direction and 42 seconds in the westbound direction. In the PM peak hour, the arterial speed is 23 mph in the eastbound and westbound directions with a total travel time of 63 seconds in the eastbound direction and 63.8 seconds in the westbound direction. The Synchro and SimTraffic reports are provided in **Appendix B** and **Appendix C**, respectively.

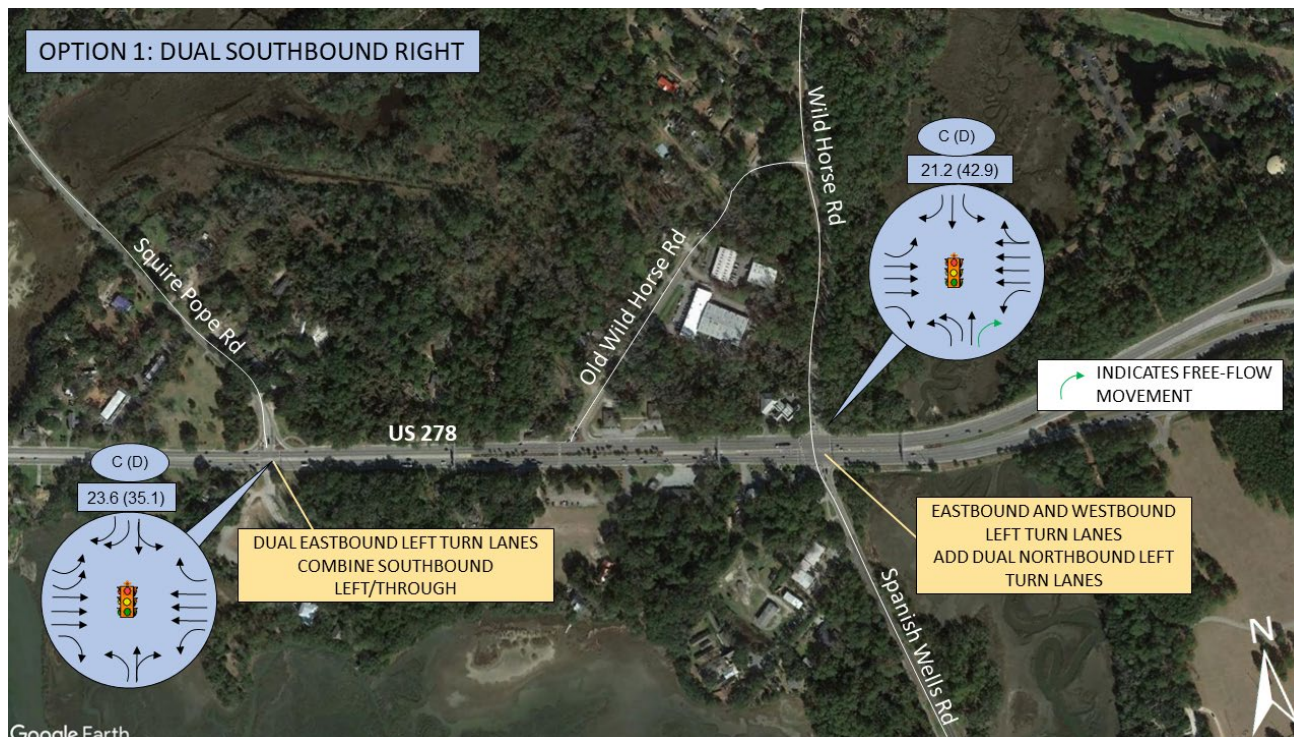


Figure 2 - Lane Geometries and LOS – Option 1

Table 3 – Option 1 Alternative Level of Service Summary

Intersection	AM			PM		
	Movement	LOS	Delay	Movement	LOS	Delay
Squire Pope Rd	Overall	C	23.6	Overall	D	35.1
Old Wild Horse Road	Overall	N/A	N/A	Overall	N/A	N/A
Wild Horse Rd/Spanish Wells Rd	Overall	C	21.2	Overall	D	42.9

Table 4 – Option 1 Alternative SimTraffic Summary

Option 1							
Eastbound	AM	Travel Time (s)	70.6	Westbound	AM	Travel Time (s)	42.0
		Arterial Speed (mph)	20			Arterial Speed (mph)	34
		Delay (s)	37.5			Delay (s)	8.9
	PM	Travel Time (s)	63.0		PM	Travel Time (s)	63.8
		Arterial Speed (mph)	23			Arterial Speed (mph)	23
		Delay (s)	29.9			Delay (s)	30.6

Option 2 – Single free-flow southbound right turn lane

Figure 3 shows the lane geometries and LOS results for Option 2. Table 5 summarizes the operational analysis of the intersections. In the AM peak hour, the intersections operate at LOS C or better. In the PM peak hour, both intersections operate at LOS D.

The SimTraffic results, provided in Table 6, show an arterial speed of 22 mph in the eastbound direction and 33 mph in the westbound direction during the AM peak hour, with a total travel time of 66.3 seconds in the eastbound direction and 43.6 seconds in the westbound direction. In the PM peak hour, the arterial speed is 23 mph in the eastbound direction and 22 mph in the westbound direction with a total travel time of 64 seconds in the eastbound direction and 66.9 seconds in the westbound direction. The Synchro and SimTraffic reports are provided in Appendix B and Appendix C, respectively.

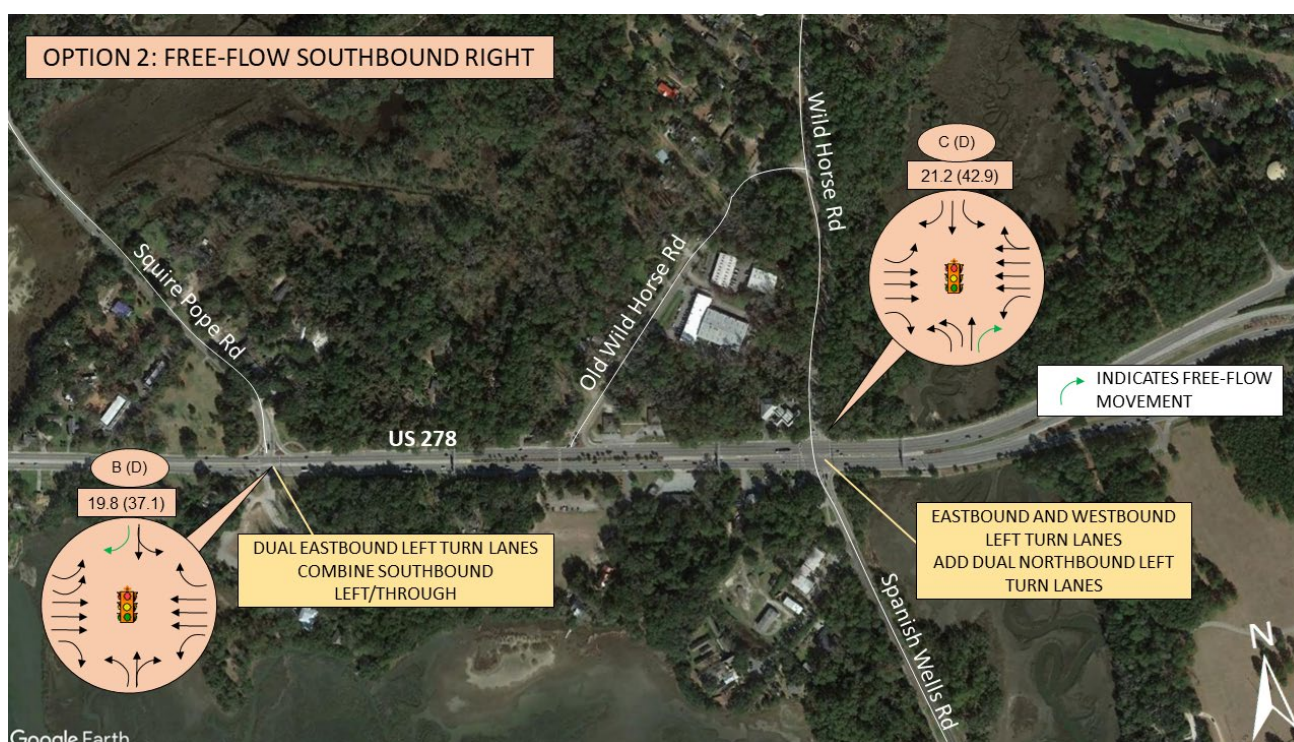


Figure 3 - Lane Geometries and LOS – Option 2

Table 5 – Option 2 Alternative Level of Service Summary

Intersection	AM			PM		
	Movement	LOS	Delay	Movement	LOS	Delay
Squire Pope Rd	Overall	B	19.8	Overall	D	37.1
Old Wild Horse Road	Overall	N/A	N/A	Overall	N/A	N/A
Wild Horse Rd/Spanish Wells Rd	Overall	C	21.2	Overall	D	42.9

Table 6 – Option 2 Alternative SimTraffic Summary

Option 2							
Eastbound	AM	Travel Time (s)	66.3	Westbound	AM	Travel Time (s)	43.6
		Arterial Speed (mph)	22			Arterial Speed (mph)	33
		Delay (s)	33.4			Delay (s)	10.6
	PM	Travel Time (s)	64.0		PM	Travel Time (s)	66.9
		Arterial Speed (mph)	23			Arterial Speed (mph)	22
		Delay (s)	31.0			Delay (s)	33.8

### Summary of Level of Service Results

The following summarizes how the two proposed options compare to the preferred alternative. **Figure 4** shows the overall intersection operations for all the alternatives. The preferred alternative provides the best level of service operations for Squire Pope Road and Spanish Wells Road. At Squire Pope Road in the AM peak hour, Option 2 exhibits a comparable level of service, but in the PM peak hour, the level of service is markedly worse. At the Spanish Wells Road intersection, the preferred alternative operates much better than the two proposed alternatives in both the AM and PM peak hours.



Figure 4 - Intersection LOS Comparison

**Tables 7 and 8** provide a detailed comparison of each alternative by lane movement for the AM and PM peak hours, respectively. When the eastbound left turn movement is added back to the Squire Pope Road intersection, the westbound approach suffers the most in terms of delay. This is because the eastbound left turn movement requires a protected phase within the signal cycle and must take that green time away from other movements at the intersection, such as the westbound movements. The same is true for the incorporation of eastbound and westbound left turn lanes at Spanish Wells Road. At

this intersection, all of the movements show a degradation in level of service when compared to the preferred alternative, especially the westbound and northbound approaches in the AM peak hour. The PM peak hour shows a less drastic effect from adding the left turn lanes.

Table 7 – AM Level of Service Summary – All Alternatives

	Preferred Alternative				Option 1				Option 2						
	Movement	v/c	LOS	Delay	Movement	v/c	LOS	Delay	Movement	v/c	LOS	Delay			
Squire Pope Rd	EB	3T	1.00	C	25.0	EB	2L	0.82	C	23.4	EB	2L	0.81	C	22.8
		1R	0.01				3T	0.95				3T	0.95		
		1R	0.01				1R	0.01				1R	0.01		
	WB	1L	0.27	A	0.7	WB	1L	0.17	A	8.5	WB	1L	0.17	A	8.6
		3T	0.42				3T	0.49				3T	0.49		
		1R					1R					1R			
	NB	1L	0.10	F	82.8	NB	1L	0.32	F	99.6	NB	1L	0.09	F	95.4
		1T/R	0.24				1T/R	0.23				1T/R	0.23		
	SB	1L	0.56	F	89.2	SB	1L/T	0.69	F	93.7	SB	1L/T	0.69	F	116.7
		1T	0.11				1R					1R			
1R			2R				0.74	2R				0.74			
<b>Overall</b>			<b>B</b>	<b>18.6</b>	<b>Overall</b>			<b>C</b>	<b>23.6</b>	<b>Overall</b>			<b>B</b>	<b>19.8</b>	
Spanish Wells Rd	EB	3T	0.92	A	1.2	EB	1L	0.29	A	7.1	EB	1L	0.29	A	7.1
		1R	0.24				3T	0.95				3T	0.95		
		1R	0.24				1R	0.21				1R	0.21		
	WB	1L		A	4.0	WB	1L	0.99	C	23.1	WB	1L	0.99	C	23.1
		3T	0.36				3T	0.42				3T	0.42		
		1T/R	0.36				1T/R	0.42				1T/R	0.42		
	NB	1L	0.99	F	118.1	NB	2L	1.03	F	153.2	NB	2L	1.03	F	153.2
		1T	0.31				1T	0.73				1T	0.73		
		1R					1R					1R			
	SB	1L	0.62	F	88.8	SB	1L	0.65	F	109.1	SB	1L	0.65	F	109.1
1T		0.63	1T				0.73	1T				0.73			
1R		0.49	1R				0.29	1R				0.29			
<b>Overall</b>			<b>A</b>	<b>9.9</b>	<b>Overall</b>			<b>C</b>	<b>21.2</b>	<b>Overall</b>			<b>C</b>	<b>21.1</b>	
Old Wild Horse Rd	EB	1U/L	0.74	A	9.1										
		1L	0.74												
		3T	0.92												
	WB	1U	0.72	A	9.4										
		3T	0.50												
1R	0.01														
<b>Overall</b>			<b>A</b>	<b>9.2</b>											

Table 8 – PM Level of Service Summary – All Alternatives

	Preferred Alternative				Option 1					Option 2					
	Movement	v/c	LOS	Delay	Movement	v/c	LOS	Delay	Movement	v/c	LOS	Delay			
Squire Pope Rd	EB	3T	0.76	A	8.4	EB	2L	1.02	B	17.9	EB	2L	1.03	B	19.4
		1R	0.05				3T	0.71				1R	0.05		
		1L	0.19				1L	0.18				1L	0.18		
	WB	3T	0.97	A	1.2	WB	3T	1.08	D	40.9	WB	3T	1.10	D	48.6
		1R					1R					1R			
		1L	0.08				1L	0.29				1L	0.06		
	NB	1T/R	0.49	F	89.9	NB	1T/R	0.49	F	87.4	NB	1T/R	0.41	F	82.3
		1L	0.74				1L/T	0.85				1L/T	0.69		
	SB	1T	0.08	F	116.3	SB			F	102.3	SB			F	103.9
		1R					2R	0.85				1R			
Overall			A				6.2	Overall					D		
Spanish Wells Rd	EB	3T	0.74	A	0.8	EB	1L	0.98	A	8.8	EB	1L	0.98	A	8.8
		1R	0.34				3T	0.84				1R	0.28		
		1L	0.95				1L	0.91				1L	0.91		
	WB	3T	0.95	D	36.5	WB	3T	1.00	D	54.9	WB	3T	1.00	D	54.9
		1T/R	0.98				1T/R	1.02				1T/R	1.02		
		1L	1.01				2L	1.00				2L	1.00		
	NB	1T	0.36	F	116.3	NB	1T	0.52	F	125.1	NB	1T	0.52	F	125.1
		1R					1R					1R			
		1L	0.36				1L	0.40				1L	0.40		
	SB	1T	0.93	F	125.6	SB	1T	0.98	F	126.7	SB	1T	0.98	F	126.7
1R		0.76	1R				0.57	1R				0.57			
Overall			C				29.4	Overall					D		
Old Wild Horse Rd	EB	1U/L	1.03	C	21.4										
		1L	1.03												
		3T	0.73												
	WB	1U	0.63	D	40.0										
		3T	1.05												
1R	0.01														
Overall		C	32.3												

**Summary of Travel Time Analysis**

The SimTraffic analysis, summarized in **Table 9**, provides travel time estimations for each of the alternatives. During the AM peak hour in the eastbound direction, the preferred alternative results in the shortest average travel time (and thus highest travel speed) between the Squire Pope Road intersection and the Spanish Wells Road intersection. In the westbound direction in the AM peak hour, Option 1 shows a slightly shorter travel time (2.9 seconds faster) than the preferred alternative. Option 2 results in a travel time savings of 1.3 seconds over the preferred alternative. In the PM peak hour, the preferred alternative shows a slightly shorter travel time in the eastbound direction than the other alternatives. However, in the westbound direction, the travel time savings is 6.3 seconds and 9.4 seconds over Option 1 and Option 2, respectively.

Table 9 - SimTraffic Summary – All Alternatives

		SimTraffic Results					
		EB Travel Time (s)	EB Speed (mph)	EB Delay (s)	WB Travel Time (s)	WB Speed (mph)	WB Delay (s)
Preferred Alternative	AM	60.7	24	27.6	44.9	32	11.4
	PM	59.9	24	26.4	57.5	25	24.0
Option 1	AM	70.6	20	37.5	42.0	34	8.9
	PM	63.0	23	29.9	63.8	23	30.6
Option 2	AM	66.3	22	33.4	43.6	33	10.6
	PM	64.0	23	31.0	66.9	22	33.8

Another method of assessing the travel time through the corridor is by analyzing the time-space diagram. These diagrams indicate the progression of a vehicle as it travels between the signal at Squire Pope Road (top bar), through the Old Wild Horse Road intersection (middle bar) to the signal at Spanish Wells Road (bottom bar). The thick horizontal bars at each signal represent the red, yellow, and green times that a vehicle will experience along US 278.

To interpret the diagrams, pick a blue line and follow it from top to bottom for the eastbound direction (**Figures 5-7**). For the westbound direction, pick a red line and follow it from bottom to top (**Figures 8-10**). A straight blue or red line indicates that a vehicle will travel through the Old Wild Horse Road and Spanish Wells Road signals on green. A horizontal blue or red line indicates that a vehicle will get stopped. The longer the horizontal blue or red line, the longer the delay. Additionally, the height of the stacked horizontal blue or red lines represents vehicles queued at the intersection. The width of the straight blue or red lines (without horizontal breaks) indicates the length of time vehicles will progress through the segment without stopping.

**Figure 5** shows the PM peak hour eastbound progression for the preferred alternative. The width of straight lines is approximately 70 seconds. Some vehicles will get stopped at the Old Wild Horse Road signal to allow for the protected u-turn movement phase, indicated by the hatched areas in the green horizontal line. However, because the signals are coordinated and consist of two- and three-phases, once the eastbound traffic gets a green, the queues dissipate at Spanish Wells Road and vehicles can travel unimpeded for 70 seconds.

**Figure 6** shows the eastbound progression for Option 1. **Figure 7** shows the eastbound progression for Option 2. When compared to the preferred alternative, these alternatives show a much longer queue at Spanish Wells Road. Vehicles begin stacking when the eastbound direction receives a red light. When the light turns green, the front of the queue begins to dissipate, but the back of the queue does not flush out until halfway through the green phase. Although the signals at Squire Pope Road and Spanish Wells Road are also coordinated, they are both four-phase signals that require protected phasing for eastbound and westbound left turns from US 278 (as indicated by the hatched areas within the green horizontal line), which take away from the green time for through traffic along US 278.

In the eastbound direction during the PM peak hour, Options 1 and 2 have an unimpeded time of approximately 35 and 30 seconds, respectively. This indicates that although there is some delay encountered with the additional signal at Old Wild Horse Road, the overall progression of through traffic is better in the preferred alternative.

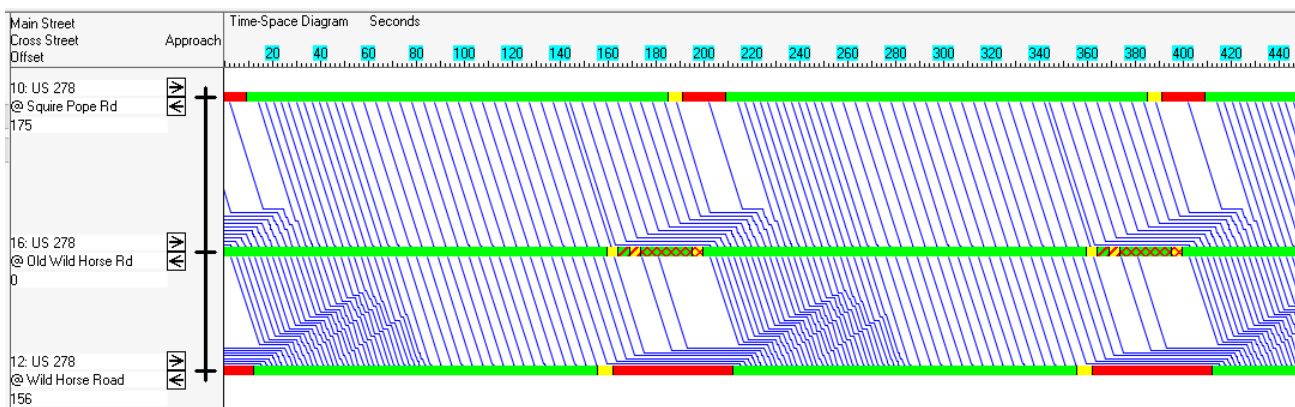


Figure 5 - PM Peak Hour Eastbound Progression - Preferred Alternative

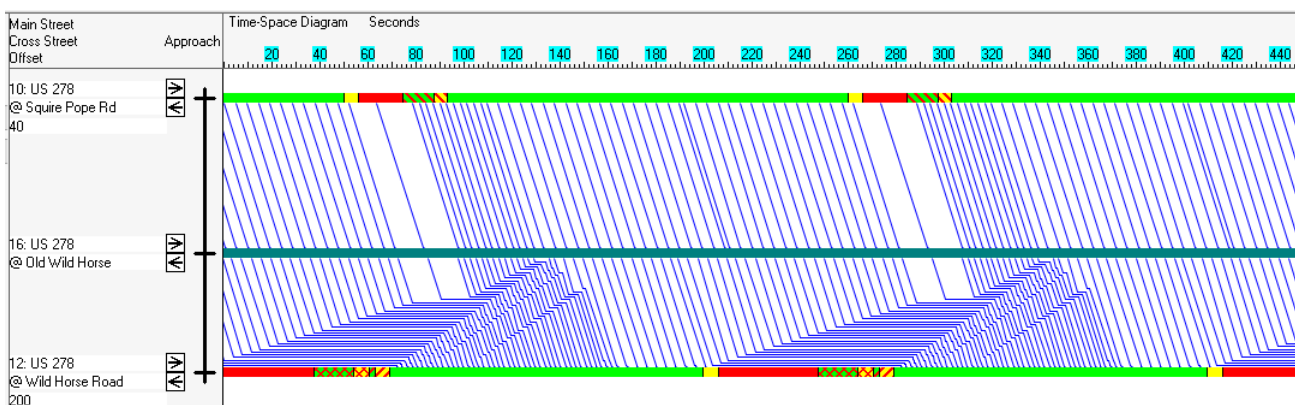


Figure 6 - PM Peak Hour Eastbound Progression - Option 1

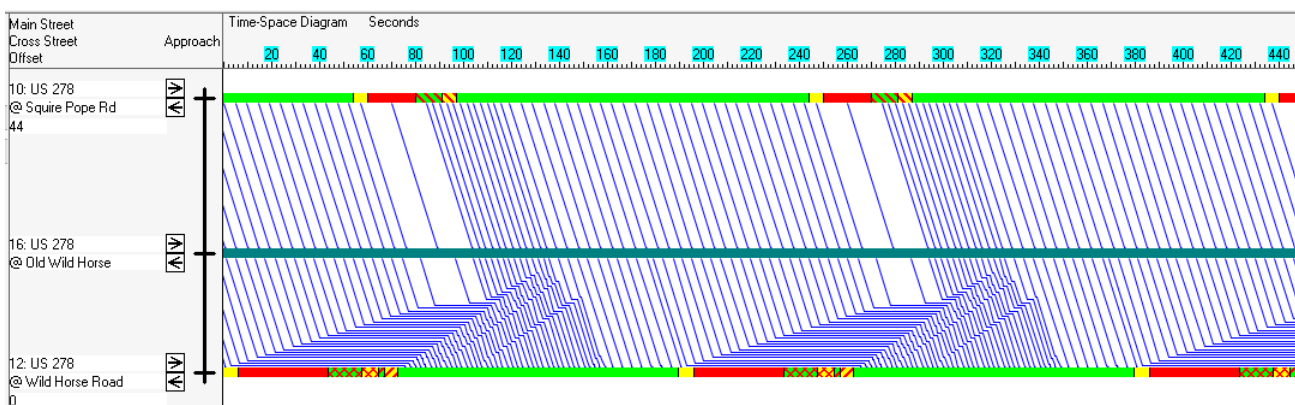


Figure 7 - PM Peak Hour Eastbound Progression - Option 2

**Figures 8-10** show the time-space diagrams for the PM westbound direction. It is often difficult to achieve progression in both directions along a corridor within the same time period. During the PM peak hour, westbound is the peak direction and therefore the signal coordination is optimized in this direction. The progression in the westbound direction in the PM peak hour is essentially the same for all three alternatives.



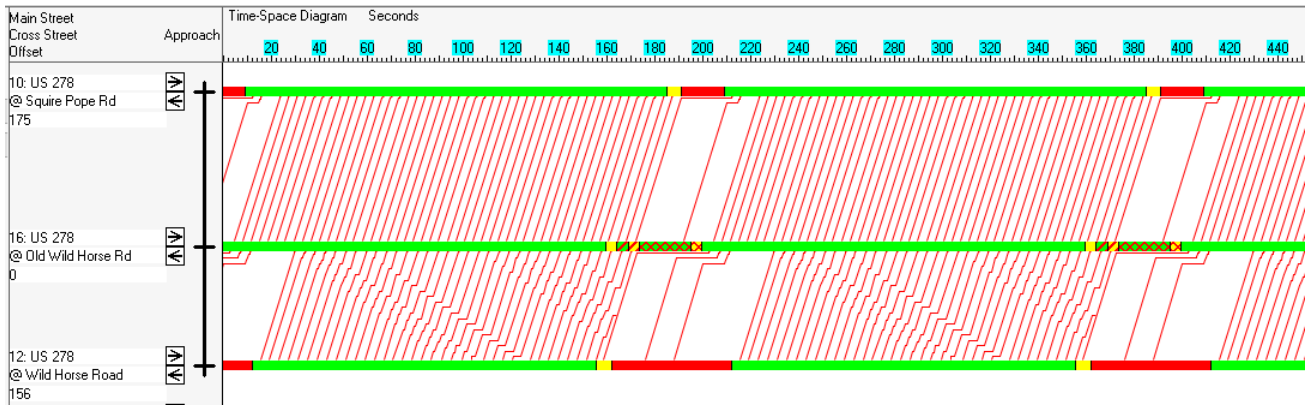


Figure 8 - PM Peak Hour Westbound Progression - Preferred Alternative

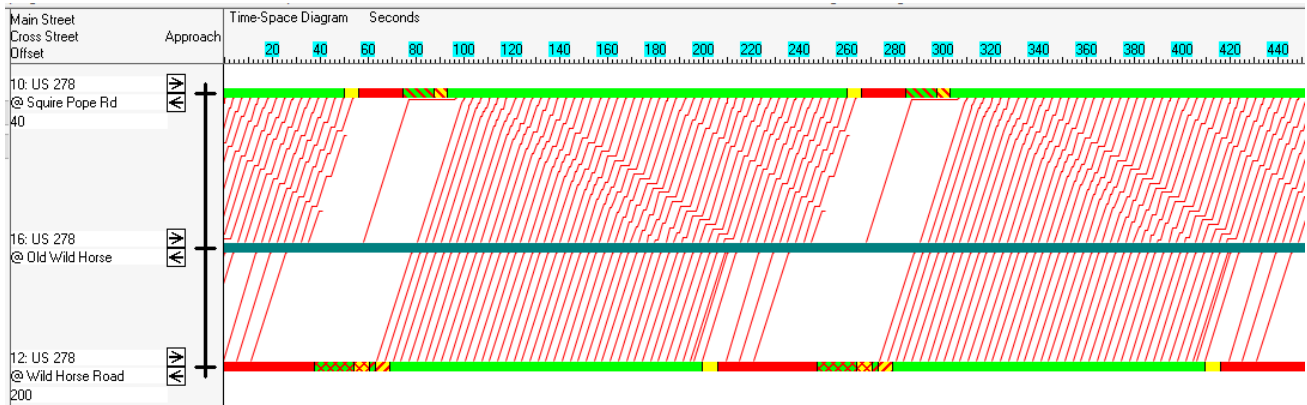


Figure 9 - PM Peak Hour Westbound Progression - Option 1

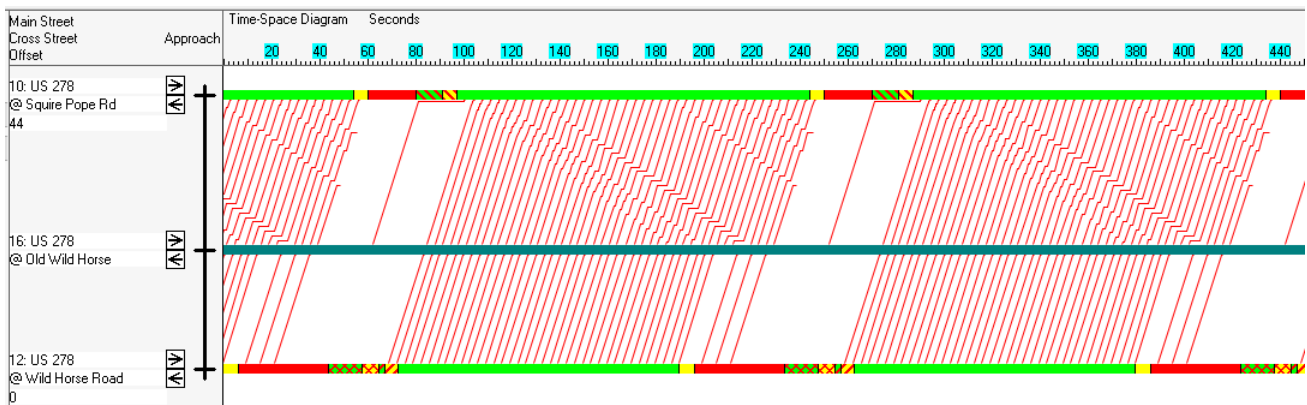


Figure 10 - PM Peak Hour Westbound Progression - Option 2

We understand that the preferred alternative will result in drivers traveling a slightly longer distance with the removal of the left turn lanes from US 278; however, the travel time increase is nominal. The delay associated with the eastbound left turn at Squire Pope Road in the PM peak hour is 150.4 seconds in Option 1 and 155.2 seconds in Option 2. In the preferred alternative, the delay associated with the eastbound u-turn in the PM peak hour is 131.5 seconds. Assuming a vehicle travels at 45 mph, it will take 18 additional seconds to travel the 1,200 feet from Squire Pope Road to Old Wild Horse Road plus 18 seconds to travel back to Squire Pope Road. The worst-case scenario is that a vehicle will be stopped at Old Wild Horse Road for the entire 131.5 seconds, resulting in a total travel time of approximately

168 seconds. When compared to the worst-case scenario of being stopped for the entire 150.4 or 155.2 seconds at the eastbound left onto Squire Pope Road, this is an additional 17 or 13 seconds of travel time for those who choose to utilize the u-turn movement. Another option is to turn left onto Old Wild Horse Road and use Wild Horse Road to get to their destination north of US 278. The Town of Hilton Head has been receptive to considering improvements at the Old Wild Horse Road at Wild Horse Road intersection and the Wild Horse Road at Gumtree Road intersection.

### **Final Recommended Alternative and Geometry**

The recommended preferred alternative presented at the US 278 Public Hearing on July 22, 2021, provides the best signal operations for the intersections of Squire Pope Road and Spanish Wells Road. This alternative also provides the shortest travel time between the intersections during the AM and PM peak hours in the eastbound direction and during the PM peak hour in the westbound direction. However, it should be noted that this traffic analysis only compares the alternatives based on signal operations and travel time analyses. Although the preferred alternative performs the best, there is minimal discernment that is obtained between these three alternatives.

Upon considering other factors that include quantifying impacts to Traditional Cultural Property (TCP) and evaluating local government input and public comments received during the public hearing, it is apparent that Option 1 provides a better balance between the need for traffic performance within the corridor and sideroads, while minimizing the TCP impacts throughout the Stoney Community. Furthermore, Option 1 reduces TCP impacts to the three parcels located on the north side of US 278 between the causeway and Squire Pope Road as compared with the recommended preferred alternative and Option 2.

### **Appendix 3: TCP Maps**



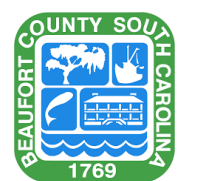
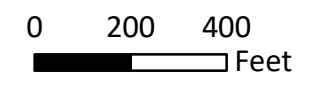
**Proposed Right-of-Way Impacts Within the Stoney Traditional Cultural Property Boundary**

**Recommended Preferred Alternative 4A Intersection Alternative 10 (Consolidate Lefts)**

**01/27/2022**

**ROW Impacts within Stoney**

Publicly Owned Property:	2.67 ac
Privately Owned Property:	1.17 ac
<b>Total Property:</b>	<b>3.84 ac</b>
<b>Stoney TCP Property:</b>	<b>300.25 ac</b>



**ROW Impacts within the Stoney Community**

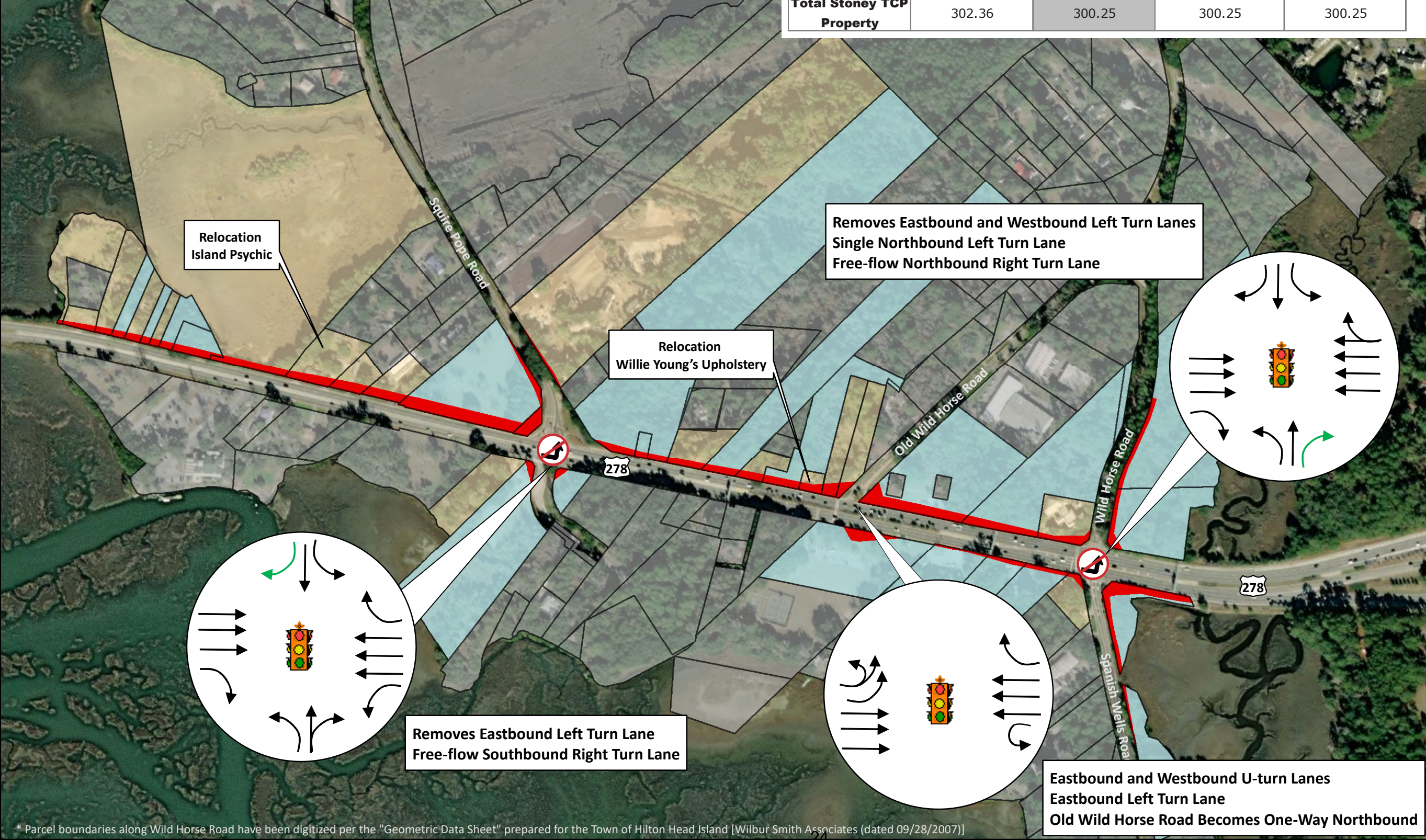
	RPA 4A (as shown in the EA)	RPA 4A (as updated along Wild Horse Road)	Intersection Option 1	Intersection Option 2
<small>[shown in acres]</small>				
<b>Publicly Owned</b>	3.67	2.67	2.74	2.58
<b>Privately Owned</b>	1.2	1.17	1.14	1.16
<b>Total ROW</b>	4.87	3.84	3.88	3.74
<b>Total Stoney TCP Property</b>	302.36	300.25	300.25	300.25

**Legend**

- Proposed Right-Of-Way (ROW) Impacts

**Stoney Traditional Cultural Property Parcels**

- Parcels Not Impacted by ROW
- Publicly Owned Parcels Impacted by ROW
- Privately Owned Parcels Impacted by ROW



\* Parcel boundaries along Wild Horse Road have been digitized per the "Geometric Data Sheet" prepared for the Town of Hilton Head Island [Wilbur Smith Associates (dated 09/28/2007)]

**Legend**

- Proposed Right-Of-Way (ROW) Impacts

**Stoney Traditional Cultural Property Parcels**

- Parcels Not Impacted by ROW
- Publicly Owned Parcels Impacted by ROW
- Privately Owned Parcels Impacted by ROW

ROW Impacts within the Stoney Community				
	RPA 4A (as shown in the EA)	RPA 4A (as updated along Wild Horse Road)	Intersection Option 1	Intersection Option 2
<small>[shown in acres]</small>				
<b>Publicly Owned</b>	3.67	2.67	2.74	2.58
<b>Privately Owned</b>	1.2	1.17	1.14	1.16
<b>Total ROW</b>	4.87	3.84	3.88	3.74
<b>Total Stoney TCP Property</b>	302.36	300.25	300.25	300.25



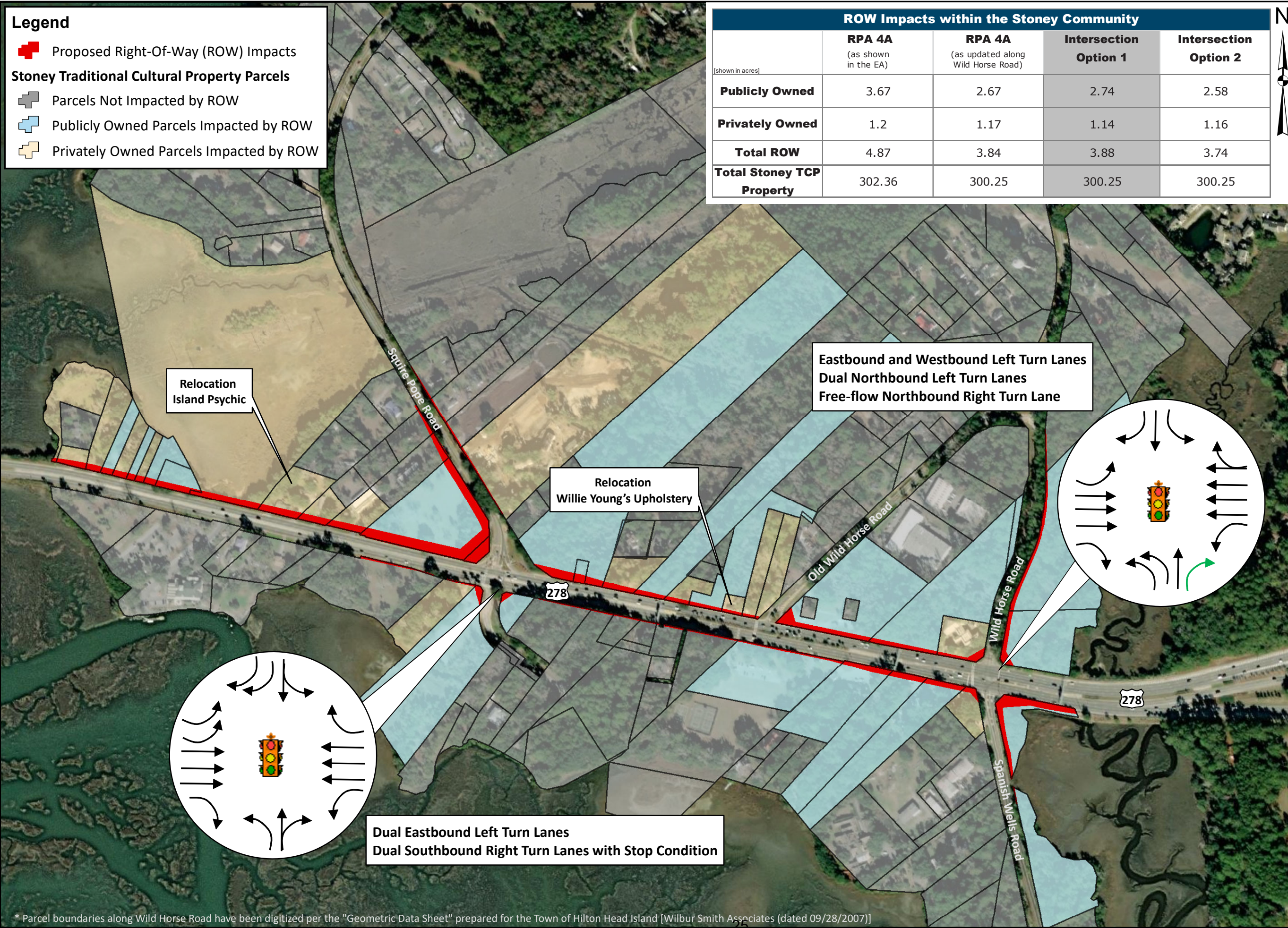
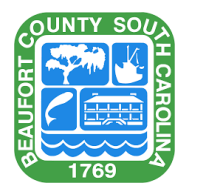
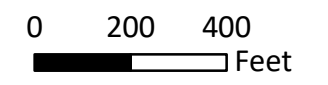
**Proposed Right-of-Way Impacts Within the Stoney Traditional Cultural Property Boundary**

**Recommended Preferred Alternative 4A Intersection Option 1**

**01/27/2022**

**ROW Impacts within Stoney**

Publicly Owned Property:	2.74 ac
Privately Owned Property:	1.14 ac
<b>Total Property:</b>	<b>3.88 ac</b>
<b>Stoney TCP Property:</b>	<b>300.25 ac</b>



\* Parcel boundaries along Wild Horse Road have been digitized per the "Geometric Data Sheet" prepared for the Town of Hilton Head Island [Wilbur Smith Associates (dated 09/28/2007)]



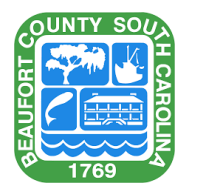
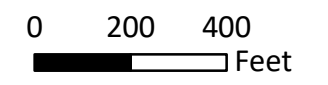
**Proposed Right-of-Way Impacts Within the Stoney Traditional Cultural Property Boundary**

**Recommended Preferred Alternative 4A Intersection Option 2**

**01/27/2022**

**ROW Impacts within Stoney**

Publicly Owned Property:	2.58 ac
Privately Owned Property:	1.16 ac
<b>Total Property:</b>	<b>3.74 ac</b>
<b>Stoney TCP Property:</b>	<b>300.25 ac</b>



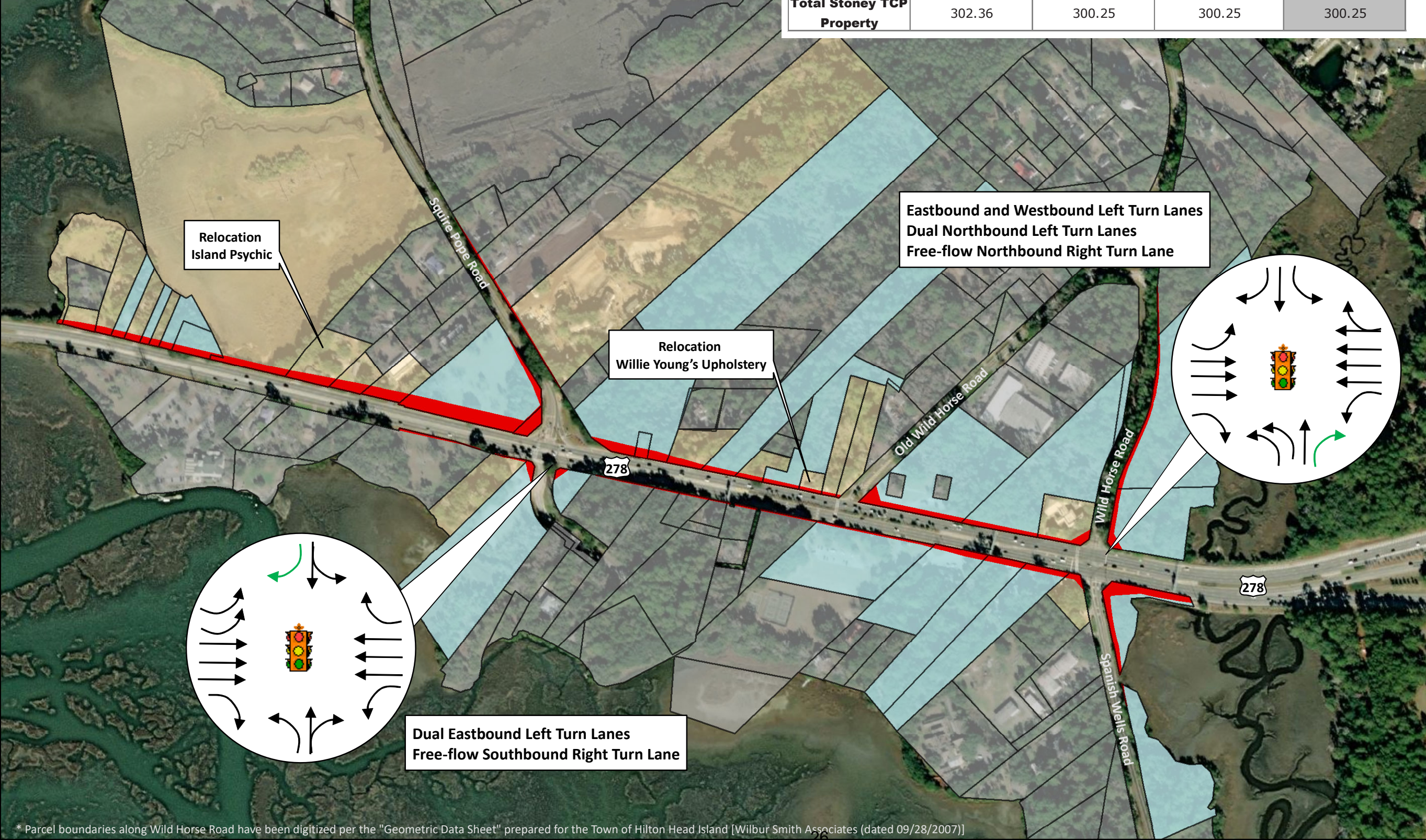
ROW Impacts within the Stoney Community				
	RPA 4A (as shown in the EA)	RPA 4A (as updated along Wild Horse Road)	Intersection Option 1	Intersection Option 2
<small>(shown in acres)</small>				
<b>Publicly Owned</b>	3.67	2.67	2.74	2.58
<b>Privately Owned</b>	1.2	1.17	1.14	1.16
<b>Total ROW</b>	4.87	3.84	3.88	3.74
<b>Total Stoney TCP Property</b>	302.36	300.25	300.25	300.25

**Legend**

- Proposed Right-Of-Way (ROW) Impacts

**Stoney Traditional Cultural Property Parcels**

- Parcels Not Impacted by ROW
- Publicly Owned Parcels Impacted by ROW
- Privately Owned Parcels Impacted by ROW



\* Parcel boundaries along Wild Horse Road have been digitized per the "Geometric Data Sheet" prepared for the Town of Hilton Head Island [Wilbur Smith Associates (dated 09/28/2007)]