



County Council of Beaufort County

County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Michael E. Covert

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

County Administrator

Ashley M. Jacobs

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

www.beaufortcountysc.gov

County Council Agenda

County Council of Beaufort County

Tuesday, May 26, 2020 at 6:00 PM

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

THIS MEETING WILL CLOSED TO THE PUBLIC. CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901. CITIZENS MAY ALSO COMMENT DURING THE MEETING THROUGH FACEBOOK LIVE

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION - Council Member Alice Howard
3. *PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT*
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES – March 23, 2020, April 13, 2020, and April 27, 2020

CITIZEN COMMENTS

6. CITIZEN COMMENT (**Every member of the public who is recognized to speak shall limit comments to three minutes - Citizens may email sbrock@bcgov.net, or comment on our Facebook Live stream to participate in Citizen Comment**)

COMMITTEE REPORTS

7. LIAISON AND COMMITTEE REPORTS

PUBLIC HEARINGS AND ACTION ITEMS

8. FIRST READING BY TITLE ONLY OF AN ORDINANCE ADOPTING BEAUFORT COUNTY'S FY 2021 OPERATING BUDGET
9. FIRST READING OF AN ORDINANCE ADOPTING BEAUFORT COUNTY SCHOOL DISTRICTS FY 2021 OPERATING BUDGET
10. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FOUR-YEAR CONTRACT EXTENSION WITH MORRISON FORESTRY FOR THE IMPLEMENTATION OF THE FOREST MANAGEMENT PLAN AND ACTIVITY SCHEDULE ON SELECTED PASSIVE PARK PROPERTIES

- [11.](#) FIRST READING OF AN ORDINANCE REGARDING A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 1, SECTION 1.3.50 APPLICABILITY AND JURISDICTION – EXEMPTIONS TO ADDRESS COUNTY PUBLIC SERVICE USES
- [12.](#) FIRST READING OF AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND TRASK EAST SOLAR, LLC TO PROVIDE FOR FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVES AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS
- [13.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2019/32, FY 2019-2020 BEAUFORT COUNTY BUDGET, TO APPROPRIATE \$695,000.00 FROM THE GENERAL FUND TO PROVIDE FUNDS TO SETTLE LITIGATION CAPTIONED 2019-CP-07-01642.
- [14.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO ESTABLISH AN ENTERPRISE FUND FOR SOLID WASTE AND RECYCLING FOR THE PURPOSE OF PLANNING, DESIGNING, CONSTRUCTING, FUNDING AND MAINTAINING SOLID WASTE AND RECYCLING PROGRAMS, PROJECTS, FACILITIES AND OTHER MATTERS RELATED TO SOLID WASTE MANAGEMENT.
- [15.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO LEASE AGREEMENTS WITH THE CURRENT TENANTS OCCUPYING PROPERTY ACQUIRED DUE TO THE EXPANSION PROJECT AT THE HILTON HEAD ISLAND AIRPORT
- [16.](#) PUBLIC HEARING AND THIRD READING OF A STORMWATER ORDINANCE THAT WOULD INCLUDE THE EXEMPTION OF PRIVATE ROADWAYS THAT ARE NOT SHOWN AS A SEPARATE PARCEL OF LAND BUT ARE USED BY MORE THAN ONE PROPERTY OWNER TO ACCESS THEIR PROPERTY AND UPDATE THE ORDINANCE TO PROVIDE CLARIFICATION AND REFLECT ORGANIZATIONAL CHANGES
- [17.](#) APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN MOU WITH MAY RIVER APARTMENTS (AFFORDABLE HOUSING IMPACT FEE WAIVER)
- [18.](#) APPROVAL OF A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BEAUFORT RELATING TO THE MOSSY OAKS DRAINAGE PROJECT.
- [19.](#) 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) POTENTIAL PRIORITY PROJECT NEED AREAS CONSISTING OF PUBLIC INFRASTRUCTURE AND IMPROVEMENTS PROJECTS, E.G., WATER AND SEWER IMPROVEMENTS AND DRAINAGE SYSTEMS; NEIGHBORHOOD IMPROVEMENTS PROJECTS, E.G., SIDEWALKS AND STORM DRAINS; AND COMMUNITY FACILITIES, E.G., CURBS, GUTTERS, STREETLIGHTS, NEIGHBORHOOD FACILITIES.
- [20.](#) APPROVAL OF AN ACCESS AND PARKING AGREEMENT FOR MYRTLE BUSINESS PARK
- [21.](#) RECOMMENDATION OF AWARD TO MAJ ENTERPRISES, INC. FOR IFB #041420E FT. FREMONT PRESERVE ROADWAY IMPROVEMENTS in the amount of \$178,390 which Includes a 10% contingency
- [22.](#) RECOMMENDATION TO GIVE THE COUNTY ADMINISTRATOR AUTHORITY TO NEGOTIATE A CONTRACT AWARD FOR RFQ 071019 FACILITIES MASTER PLAN CONSULTING SERVICES

CITIZEN COMMENTS

23. CITIZEN COMMENT (**Every member of the public who is recognized to speak shall limit comments to three minutes - Citizens may email sbrock@bcgov.net, or comment on our Facebook Live stream to participate in Citizen Comment**)
24. ADJOURNMENT



**County Council of
Beaufort County
County Council Meeting**

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Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Michael E. Covert
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County Council Minutes

County Council of Beaufort County

Monday, April 13, 2020 at 6:00 P.M. (Virtual Meeting)

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

PRESENT

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

CALL TO ORDER

Chairman Passiment called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Flewelling led the Pledge of Allegiance and gave the Invocation.

FOIA COMPLIANCE

Sarah W. Brock, Clerk to Council, confirmed that public notification of the meeting was published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Chairman Passiment pointed out that Item #2 on the Consent Agenda, Request for an Enterprise Software Conversion from an On-premise to Software as a Service (SaaS), should be listed under the Executive Committee and not the Community Services Committee.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Howard, to approve the agenda. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

CHAIRMAN'S MINUTE

Chairman Passiment expressed that Council is doing their best in learning the Virtual Meeting Software for Council meetings.

ADMINISTRATOR'S REPORT

County Administrator, Ashley Jacobs, spoke about major damages across South Carolina due to storms and tornados, but none were reported in Beaufort County. Ms. Jacobs reported that (1) of the COVID-19 cases and deaths, eight have been in Beaufort County; (2) 3,000 claims for unemployment have been filed in Beaufort County; (3) Governor Henry McMaster has issued a new state of emergency order, which continues via the previous order, for an additional 15 days; (4) working with Superintendent Dr. Frank Rodriguez to arrange a special meeting with the School Board regarding impact fees; and (4) Public Works is handling the sunken sailboat at White Hall Boat Landing.

PROCLAMATIONS

Council Member Larry McElynn presented a Proclamation to Hopeful Horizons declaring April and not March as Sexual Assault Awareness month in Beaufort County.

CITIZEN COMMENT - *(Every member of the public who is recognized to speak shall limit comments to three minutes - total time for Citizen Comment is 15 minutes)*

Chairman Passiment read an email from Hungry Hearts requesting \$25,000.00 to support feeding service workers who have lost their jobs.

Council Member Flewelling wanted the citizens to know that they can reach out to Lowcountry Strong.com to help out or donate funds.

COMMITTEE REPORTS

LIASON AND COMMITTEE REPORTS

Council Member Howard reported that the library has been very busy with additional new users on their Hoopla services, the cloud library, and traffic through the website. Citizens can apply for a free library card online. The Library Board will be meeting on April 15, 2020 at 2:00 p.m. TCL has a virtual meeting on April 15, 2020 at 10:00 a.m.

Council Member Rodman stated that the County Channel has teamed up with the school district to broadcast "Teaching Through Television" airing Monday through Thursday in English at 9:00 a.m., Spanish at 9:30 a.m. and a repeat at 11:00 a.m. and 11:30 a.m.

Council Member Flewelling commented that the Public Facilities Committee will meet virtually on April 20, 2020 at 3:30 p.m.

PUBLIC HEARINGS AND ACTION ITEMS

Public Hearing and Second Reading of an Ordinance authorizing the conveyance of real property associated with boundary of 50' Right of Way known as Fiddler Drive located on Lady's Island

Beaufort County paved Fiddler Drive as part of paving contract 31. During this time period, County-maintained roads were considered Prescriptive Right of Way and although the County does not have a clear instrument of ownership, plats dating back to the 1970s and prior Beaufort County Tax maps designate Fiddler Drive as a ROW. The County has maintained the road for over 25 years. County paving plans are dated May 12, 2006 with County Council approval of the paving contractor on June 26, 2006. County Council also approved restriping of the road on October 27, 2014. The County has invested a lot of time and money into improving and maintaining the road. Title research reflects the County's interest in the road. Surveys and plats of surrounding subdivisions and parcels include the 50' ROW so there does not appear to be a conflict of ownership with other adjacent properties.

Green Heath, LLC is trying to clear up acreage discrepancies associated with parcel R200 010 000 0022 0000 which abuts Fiddler Drive on Lady's Island. Green Heath, LLC is requesting a Quit-Claim Deed and Certificate of Abandonment associated with a "GAP" area outside the platted 50 ROW. Green Heath, LLC has provided a Quit Claim Deed for any interest they have in Fiddler Drive. By the County accommodating Green Heath, LLC, the County will also have recorded documents that can be used in support of the County's claim on the ROW. Fiddler Drive is a County-maintained road with liability responsibilities.

No public comment per Clerk to Council Sarah Brock, via email or by phone per Scott Groom, Broadcasting Director, or by Facebook Live per Council Member Covert.

Motion: It was moved Council Member Flewelling, seconded by Vice Chairman Sommerville, to approve an Ordinance authorizing the conveyance of real property associated with boundary of 50' Right of Way known as Fiddler Drive located on Lady's Island. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Public Hearing and Second Reading of an Ordinance authorizing the County Administrator to execute a Facility Use Agreement encumbering property owned by Beaufort County known as Fort Fremont Preserve

A Facility Use Agreement (FUA) between the County and the Friends of Fort Fremont (Friends) for the Preserve and Interpretive Center. In April 2019, the County and the Friends entered into a Memorandum of Understanding authorizing the Friends to utilize the property according to the Facility Use Agreement and annual Operating Plan. County Staff and Friends have agreed to the FUA terms and conditions, which specify in detail the use of the Property as a historic interpretive facility and the responsibilities of the Friends and the County. There are no funding requirements. Liability is waived between the parties. County retains responsibility for the management and maintenance of the property and its structures as a public passive park.

No Public Comment per Clerk to Council Sarah Brock, via email or by phone per Scott Groom, Broadcasting Director, or by Facebook Live per Council Member Covert.

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member Flewelling, to approve an Ordinance authorizing the County Administrator to execute a Facility Use Agreement encumbering property owned by Beaufort County known as Fort Fremont Preserve. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Public Hearing and Second Reading of an Ordinance authorizing the County Administrator to execute the Widgeon Point Preserve 2020 Joint Ownership and Operating Agreement with the Beaufort County Open Land Trust

A Joint Ownership an Operating Agreement between the County and BCOLT for Widgeon Point Preserve. With the construction of the new passive park improvements at Widgeon Point Preserve, revisions to the original 2008 Joint Ownership Agreement are necessary. County staff and BCOLT agree to the 2020 Joint Ownership and Operating Agreement as written and the 2008 Joint Ownership Agreement will be terminated. County will maintain the property and appropriate insurance for constructed structures. County will retain all revenue from property rental, which will be used towards property maintenance.

No Public Comment per Clerk to Council Sarah Brock, via email or by phone per Scott Groom, Broadcasting Director, or by Facebook Live per Council Member Covert.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Howard, to approve an Ordinance authorizing the County Administrator to execute the Widgeon Point Preserve 2020 Joint

Ownership and Operating Agreement with Beaufort County Open Land Trust. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Public Hearing and Second Reading of an Ordinance amending Beaufort County Ordinance Number 1975-2, EMS Service Fees

EMS User Fee Schedule was last reviewed in 2005. Costs associated with providing citizens the highest quality EMS service, mileage rates, fuel, medications, and disposable supplies. All fees collected are returned to the General Fund for county operations.

No Public Comment per Clerk to Council Sarah Brock, via email or by phone per Scott Groom, Broadcasting Director, or by Facebook Live per Council Member Covert.

Council Member McElynn would like to see this fee schedule updated because it hasn't been updated in 15 years.

Council Member Covert would like to know the target date to make this an Ordinance. Director of Public Safety Phil Foot responded that there is not an effective date yet and wanted to wait for the three readings. He would like to implement it on December 1, 2020 if approved. Council Member Covert asked Mr. Foot if between now and then will it make or break EMS. Mr. Foot responded no.

Council Member Covert would like to make motion to amend the Ordinance so it states that the enforcement of the fee schedule will start January 1, 2021.

Council Member Hervocho would like to offer a change, for it to read, no earlier than January 1, 2021, to give us an option, given where we are with the current pandemic situation. Council Member Covert agreed to the proposed change.

Motion: It was moved by Council Member Covert, seconded by Council Member Flewelling, to amend Ordinance so it states that the fee schedule is not to start earlier than January 1, 2021. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Motion: It was moved by Vice-Chairman Sommerville, seconded by Council Member McElynn, to the Ordinance amending Beaufort County Ordinance Number 1975-2, EMS Service Fees, and implementing the fee schedule no earlier than January 1, 2021. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, and Council Member Flewelling. The motion passed 11:0.

Public Hearing and Third Reading of an Ordinance amending the Beaufort County Code of Ordinances, Section 74-64, Adoption of Building Codes

Amendment to Beaufort County Code of Ordinances, Section 74-64 is requested to more clearly reflect the specific versions of mandatory codes that are currently enforced in Beaufort County. The requested amendment will better reflect the specific version of state-mandated codes that are enforced in Beaufort County.

No Public Comment per Clerk to Council Sarah Brock, via email or by phone per Scott Groom, Broadcasting Director, or by Facebook Live per Council Member Covert.

Motion: It was moved by Council Member Covert, seconded by Council Member Flewelling, to approve an Ordinance amending the Beaufort County Code of Ordinances, Section 74-64, Adoption of Building Codes. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Public Hearing and Third Reading of an Ordinance authorizing the County Administrator to execute two lease agreements encumbering property owned by Beaufort County known as a portion of TMS#R600 013 000 0005 0000, R600 013 000 003C 0000, AND R600 008 000 003F 0000 [Olsen Tract]

The 2016 lease agreement with Mr. and Mrs. Olsen expired on December 15, 2019. The staff has negotiated two new lease agreements with Mr. and Mrs. Olsen and the dwelling unit Occupants. As per the Olsen Tract Purchase Agreement dated December 4, 2016, the County and the Olsen's entered into a 3-year lease agreement, which expired December 15, 2019. The Olsen's and the dwelling unit Occupants would like to enter into new lease agreements, which provide 4 annual extensions beyond the first year term. The Olsen's will be leasing 2 grazing fields and associated barns for their 2 horse and 2 donkeys. The dwelling unit Occupants will be leasing the dwelling unit and associated barn for their residential use. \$500/month (\$6,000/year) revenue for the dwelling unit lease agreement. \$100/month (\$1,200/year) revenue for the field grazing lease agreement. County will be responsible for any maintenance and repairs over \$2,500.00.

No Public Comment per Clerk to Council Sarah Brock, via email or by phone per Scott Groom, Broadcasting Director, or by Facebook Live per Council Member Covert.

Motion: It was moved by Vice Chairman Sommerville, seconded by Council Member Flewelling, to approve an Ordinance authorizing the County Administrator to execute two lease agreements encumbering property owned by Beaufort County known as a portion of TMS#R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000 [Olsen Tract]. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Public Hearing and Third Reading of an Ordinance to appropriate grant awards to local entities from the County's Local (3%) Accommodations Tax and Local Hospitality Tax Collections for the year ending June 30, 2019

Each year, Beaufort County awards grant funds from available Accommodations Tax and Hospitality Tax collections. For the 2019-2020 award cycle, the County instituted an online application process; from October 1 through December 31, 2019, applications were accepted from local entities. During that timeframe, twenty (20) applications were received, including three (3) from Beaufort County Departments. The total award requests totaled \$2,850,883.00. County Staff reviewed and scored the applications. Available funds as of June 30, 2019 for making awards are as follows: 20010011- Local Accommodations Tax \$1,800,000.00 and 20020011- Local Hospitality Tax: \$2,200,000.00 Total Funds: \$4,000,000.00.

No Public Comment per Clerk to Council Sarah Brock, via email or by phone per Scott Groom, Broadcasting Director, or by Facebook Live per Council Member Covert.

Council Member Rodman questioned the application that has to do with the Pinckney Island Ferry Landing and doesn't support it because he feels the second phase that connects the roads will interfere with the Corridor Project. Ashley Jacobs spoke with SCDOT and they have indicated that there will not be a conflict for what they are planning with HWY 278 Corridor Project and recommend proceeding.

Motion: It was moved by Vice Chairman Sommerville, seconded by Council Member Dawson, to approve an Ordinance to appropriate grant awards to local entities from the County's Local (3%) Accommodations Tax and Local Hospitality Collections for the year ending June 30, 2019. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochoon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Public Hearing and Third Reading of an Ordinance conveying real property (right of way) from Beaufort County to SCDOT - For the Boundary Street Renovation Project

Beaufort County acquired certain Rights-of-Way in connection with the Boundary Street Renovation Project along US 21 between S-234 (Neil Road) including the intersection of SC Highway 170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road)

No Public Comment per Clerk to Council Sarah Brock, via email or by phone per Scott Groom, Broadcasting Director, or by Facebook Live per Council Member Covert.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Howard, to approve an Ordinance conveying real property (right of way) from Beaufort County to SCDOT- For the Boundary Street Renovation Project. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochoon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

CONSENT AGENDA

Items Originating from the Community Services Committee

First Reading of an Ordinance regarding a Local Option Sale Tax Referendum Ordinance

This Ordinance would call for a referendum to be held this November 3, 2020. This question asks whether the voters approve a one percent sales tax to be imposed on all appropriate sales in Beaufort County and its municipalities. The collection of the tax would begin in May 2020. The proceeds of the tax would be distributed seventy-one percent to the Property Tax Credit Fund and twenty-nine percent to the County/Municipal Revenue Fund. The State Treasurer shall distribute the revenues monthly. Tax relief and county/municipal revenue support are the hallmarks of this tax. This is a revenue-generating measure.

Council Member Flewelling wanted to remind the members that this item will appear in the November 2020 ballot and everyone should have a better understanding of the COVID-19 economic effects. This tax will not be imposed until May 2021.

Council Member Sommerville stated a reminder for everyone that when the Local Option Sale Tax Referendum first came up, with all the Mayor's present, it was unanimously voted to put this on the ballot. This has been requested by the Mayors for a long time. If people feel this is an erroneous tax, they can vote NO in November.

Council Member Hervochoon expressed concerns that this item would include all of Beaufort County and was originally under the impression that it was only for the municipalities.

Council Member McElynn does not support this tax especially during this time of pandemic and that there may be a time in the future where this item will be more appropriate.

Council Member Covert expressed that he does not support this item and was also under the assumption that this was something that only the municipalities were implementing. Council Member Covert concurs with Council Member McElynn. This is not the right time and feels that the people and the economy should recover and this would send a strange message to the voters.

Council Member Rodman believes we owe it to the municipalities to bring this item forward and also stated that this is a Countywide implementation and once in place, it is in place forever and falls on the people that can least afford it. Council Member Rodman doesn't see it passing and no one gains anything by putting it on the ballot until we have a better idea of what the economy is going to look like.

Chairman Passiment stated that Council is required to do this on behalf of the municipalities and they cannot move forward unless County Council authorizes it to be put on the referendum and that the passage of this will be relied on by other parties and Council will not have any stance on this item.

Council Member McElynn suggested that it was probably a good idea at the time when all the Mayors met but they may have a different opinion now. The Chairman responded that he did speak with Mayor's and they all wanted to move forward with this.

Council Member Lawson supports LOST and want to see it to move forward and put it on the ballot. Council Member Lawson is optimistic that people will have recovered from COVID-19 and it should be left up to the Voters. Council Member Howard concurs to move forward and let the people vote.

Council Member Flewelling would like to remind that voting at this time for this item only puts it on the ballot so that the voters can decide.

Council Member Dawson understands that the Mayors were wanting to move forward with LOST but with the economic impact with the COVID-19, the mayors would understand if it was voted against it.

Council Member Glover questioned if May 2021 was a definite implementation date or could it be delayed. Council Member Glover would like to see this happen but rather see a graduation where the infrastructure tax was completed and then LOST put in effect so it doesn't put a burden of an extra tax on the citizen. Chairman Passiment does not think there is a way to change the effective date. Council Member Rodman believes the date will be by statute and the logical way to delay it would be to take it up in November 2022. County Administrator, Ashley Jacobs suggests to let the County Attorney comment on that.

Council Member Cover believes this is a highly aggressive nature and it doesn't make sense at this time and Council is hired by constituents and this type of proposition is not sitting well with them.

Motion It was moved by Council Member Flewelling, seconded by Vice Chairman Sommerville, to approve the Ordinance regarding a Local Option Sale Tax Referendum. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Howard, Council Member Lawson and Council Member Flewelling. The vote: NAYS - Council Member Covert, Council Member Hervochon, Council Member Rodman, Council Member McElynn and Council Member Dawson. The motion passed 6:5.

Items Originating from the Community Services Committee

Request for an enterprise software conversion from an on premise to Software as a Service (SaaS)

The purchasing department received a request from the Mapping and Applications Department to upgrade the Tyler Technologies Munis software from an on premise-hosted solution to a cloud-hosted solution by Tyler Technologies. This project supports the County's Disaster Recovery plan and will benefit Beaufort County through reduced costs and staff efforts, leveraging the latest technologies, heightened security, and robust backup. This project includes the removal of several on premise-hosted servers providing maintenance and equipment cost savings and reallocation of service. The total one-time cost is \$529,283.00 (2.5 years) with a recurring cost of \$210,095.00 annually. Cost savings resulting from conversion would include on premise server removal and reallocation at approximately \$26,000.00. The request was unanimously approved by the Executive Committee on March 9, 2020. Funding from account 10001111-51110.

Council Member Covert would like to know where is the funding coming from. Chairman Passiment stated that it is part of the operations budget and already built-in.

Motion: It was moved by Council Member Howard, seconded by Council Member Flewelling, to approve the request for an enterprise software conversion from on premise to Software as a Service (SaaS). The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Items Originating from the Natural Resources Committee

An Ordinance authorizing the County Administrator to Execute the Necessary Documents for the purchase of approximately 12 Acres of Real Property known as Tax Map Serial Numbers R100 020 000 0165 0000, R100 020 000 047C 0000, AND R100 020 000 0047 0000 and also known as the Port Royal Island Battlefield.

The fee simple acquisition of +/- 12 acres on US Highway (3020, 3026, and 3030 Trask Parkway) \$544,537 in Rural and Critical Program land acquisition funds, acceptance of 1.7 acres of donated property, sale of restrictive easement and grant of a conservation easement of purchased and donated property. Project summary sheet, restrictive easement, conservation easement, and purchase contracts are attached. Rural and Critical Land Preservation Board unanimously recommended approval on January 9, 2020. The Natural Resources Committee recommended approval 5 to 1 on March 2, 2020 with some discussion, that was not part of the motion, regarding potentially using H-Tax funding towards some of the expenses for the purchase. The properties are currently under contract for purchase by the Battleground Preservation Trust, which will be assigned to the County if the purchase is approved. Property being purchased below fair market value. The three parcels under consideration comprise a significant portion of the battlefield of the 1779 Revolutionary War Battle of Port Royal Island. One tract includes an existing 22,000 SF commercial building. SC Conservation Bank and DoD/Marine Corps Air Station Beaufort are cost-share partners. Marine Corps Air Station Beaufort purchasing a Restrictive Easement on the property with limitations on public access and use of the commercial building. The SC Battleground Preservation Trust will hold a conservation easement to protect historic resources. County would be the sole owner of purchased and donated property. The property could be established as a site on the South Carolina Liberty Trail. Land acquisition cost from Rural & Critical Program funds = \$544,537. Other cost-share funds are MCAS Beaufort \$897,5000, and SC Conservation Bank \$352,963. County has expended \$18,235 in identifiable due diligence expenses, further costs expected for closing including a survey of the donated parcel and closing costs. Post-closing costs for County listed in the Project Summary Sheet. The existing building is a liability consideration.

Council Member Flewelling expressed the need to see this move forward because of the importance of the history and received general approval by everybody and fits the historic aspect of tourism.

Council Member Dawson is opposed to this because this has been the second time this project has been before Council, the original building on this project, it is known to have asbestos in this building and the County is going to be responsible for the demolition and hazards of the asbestos. Council Member wanted to know which entity is providing the funds for this project. Chairman Passiment understands that there aren't any funds from Beaufort county were being used and funding is coming from Rural and Critical, Marine Corps Air station, and the Battlefield Trust. Council Member Dawson replied that given that the Rural and Critical Land funds come from the citizens and tax payer's dollars should not be spent on acquiring a building that there is no use for and are responsible for demolishing. Council Member Howard responded that there is not a requirement that states that the building needs to be torn down in any particular time frame.

Motion: It was moved by Council Member Howard, seconded by Council Member Flewelling, to approve an Ordinance authorizing the County Administrator to execute the necessary documents for the purchase of approximately 12 acres of real property known as Tax Map Serial Numbers R100 020 000 0165 0000, R100 020 000 047C 0000, and R100 020 000 0047 0000 and also known as Port Royal Island Battlefield. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon,

Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn and Council Member Flewelling. The vote: NAYS - Council Member Covert and Council Member Dawson. The motion passed 9:2.

Motion: It was moved by Council Member Rodman, seconded by Council Member Hervocho, to extend pass the 8 O'clock hour. Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Motion: It was moved by Council Member Hervocho, seconded by Council Member Flewelling, to adjourn at 7:55 pm and go into Executive Session. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

EXECUTIVE SESSION

Pursuant to SC Code Section 30-4-70(2) the receipt of legal advice where the legal advice relates to a pending claim, or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the county in an adversary situation involving the assertion against the county of a claim.

END OF EXECUTIVE SESSION

Matters Arising Out of the Executive Session

Motion: It was moved by Council Member Flewelling, seconded by Council Member Rodman, to instruct Council to enter into settlement negotiations in the matter presented in Executive Session according to instruction provided in Executive Session. The vote: YEAS - Chairman Passiment, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Lawson, Council Member Dawson and Council Member Flewelling. The vote: NAYS - Vice Chairman Sommerville, Council Member Rodman and Council Member Howard. The vote: ABSTAINED - Council Member McElynn (recused). The motion passed 7:3.

CITIZEN COMMENTS

Call-In: Leah McCarthy- Hungry Hearts relief program partnered with Lowcountry Strong Foundation under the Community Foundation of the Lowcountry - 40 restaurants participating, 1,800 service workers being fed weekly at no charge. Would like relief from the County A/H Tax or donations from the County.

Council Member Flewelling would like to see this forwarded to the next Finance Committee meeting and encourages citizens to reach out to Lowcountrystrong.com and donate. Council Member Hervocho will bring it forward to the next Finance Committee meeting.

ADJOURNMENT:

The meeting adjourned at 8:37 p.m.



**County Council of
Beaufort County
County Council Caucus
Meeting**

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

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

County Administrator

Ashley M. Jacobs

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex
100 Ribaut Road

Contact

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
18421 255-7180

County Council Caucus Minutes

Monday, April 27, 2020 at 5:30 PM

VIRTUAL MEETING

PRESENT

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

CALL TO ORDER

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

ADMINISTRATORS REPORT

County Administrator Ashley Jacobs discussed Funding for Hungry Hearts and the possibility of funding this with the Community Services Grant stating this grant would not be a good fit but there are other options. Council has \$72,000 in the budget that can be appropriated to fund the \$25,000 Hungry Hearts project. Based on research by Ms. Jacobs, there is a County that has established a loan program that is funded with \$1M from their emergency fund and provides grants for \$7,500 to small businesses and non-profit organizations. If Council would like to pursue this, Beaufort County's small business development office could administer these grants to those that meet the criteria.

Council Member McElynn asked if Hungry Hearts was a 501C3. Council Member Flewelling responded that it was and that Council has the paperwork.

Council Member Covert would like to discuss what the options are to fund this program.

Chairman Passiment feels that this matter deserves discussion however, his concern is the requestors are asking we give them \$25,000 to provide meals to individuals and are not within our judiciary responsibility.

Council Member Flewelling would like to see more information on the idea brought forth by County Administrator.

Council Member Covert thinks the program the County Administrator researched would take a long time to come to fruition and explained that the money would not be given to individuals but to the Community Foundation of

the Lowcountry who handles the non-profit industry and would like to see this moved forward with strict stipulations.

Council Member Glover stated he understands the urgency of things happening now, but wants to make sure whatever is established that it can be implemented in other areas of the County and would like to have Ms. Jacobs continue to research the information and bring forth a recommendation.

Council Member Rodman is in favor of helping and allocating a certain dollar amount and agreed with moving forward with the County Administrators suggestion.

Ms. Jacobs will look at the fund balance and come up with an amount that could be allocated for this program and bring forth as a recommendation to Council.

Council Member Howard agrees with Ms. Jacobs suggestion helping businesses with twenty employees or less.

Council Member Hervochon mentions that the federal government has put forth some big programs exactly for this nature one in particular called PPP that guarantees payroll for 8 weeks. The council should think about any program they do within the same context as those programs as well. Council Member Hervochon is not comfortable with allocating funds because Council shouldn't turn into an organization that props up small businesses or charity and takes these federal programs into context if we do.

Vice Chairman Sommerville understands the philanthropic motives and the need but suggests to be careful about creating a situation that may cause ill will. There are organizations in Beaufort County that are very good at determining needs.

Council Member Dawson agrees with Council Member Howard going through the Small Business loan process.

Chairman Passiment stated that the County Administrator will forward information and recommendation to Community Services.

Council Member McElynn wanted to speak about the election board making a presentation and organization with the training officers, recruiting poll workers, training poll workers and an early voting location on Hilton Head. is needed especially with this being a Presidential election this year. Missed the June primary and the election board cannot afford to put this off any longer or Presidential Election will be missed. Would like to get this on the Community Services Agenda.

Council Member Dawson wanted to mention the settlement for Retirees, the media advertised that settlement over the weekend and a lot of communication from those not included in that settlement should be coming through. Wants to know how do we make all the retirees whole as far as compensation is concerned.

Council Member Flewelling suggests discussing this matter during an executive session to avoid litigation with other retirees.

The meeting adjourned at 6:02pm

Ratified on:



**County Council of
Beaufort County
County Council Meeting**

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

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

County Administrator

Ashley M. Jacobs

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex
100 Ribaut Road

Contact

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

County Council Minutes

County Council of Beaufort County

Monday, April 27, 2020 at 6:00 PM (Virtual Meeting)

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

PRESENT

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

CALL TO ORDER

Chairman Passiment called the meeting to order at 6:10 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION

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

FOIA COMPLIANCE

Sarah W. Brock, Clerk to Council, confirmed that public notification of the meeting was published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Council Member McElynn, seconded by Council Member Flewelling, to approve the agenda. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

APPROVAL OF MINUTES

Motion: It was moved by Council Member Rodman, seconded by Council Member Hervocho, to approve the minutes for March 9, 2020 and March 16, 2020. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville,

Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

CHAIRMAN'S MINUTE

Chairman Passiment received a resume for the position on the Beaufort County Housing Authority and will forward to Council Members so action can be taken.

CITIZEN COMMENT

The Clerk to Council Sarah Brock advised the Chairman that there are two emails to be read for citizen comments.

Vice-Chairman Sommerville read the emails for the record. One email is regarding beach access and tourism on the beach and grocery stores. The other email is regarding the Council implementing a requirement for everyone to wear masks.

Mrs. Brock also asked that Chairman Passiment address the noise ordinance and when it will be brought to Council again per several emails received. Chairman Passiment stated the noise ordinance will be postponed until participation and public input can be given at Council.

Council Member Covert read Facebook Live comment: no to sales tax, that is what reserve is for and noise ordinance is very badly worded and against it as it stands.

Council Member McElynn asked if the noise ordinance was going to be read at a committee or Council meeting. Chairman Passiment clarified that the ordinance will be going through Council for public comment but has been postponed due to COVID19 and wants the public to be able to participate and comment.

LIAISON AND COMMITTEE REPORTS

Council Member Howard shared that TCL's graduation will be virtual and would like for our County Broadcasting to be involved. The Nursing Program completed 52% of its classes and the Surgery Tech program had issues because of the elective surgeries being postponed. The Foundation purchased 100 laptops and raised emergency funds for students that have lost their jobs. There is free access to WIFI at the parking lots in Beaufort, Hampton and New River Campus. The Library Board has a master plan for reopening, still giving out free temporary cards and opening up the book return so that citizens can return their books.

Council Member Hervochon reported from the Finance Committee that the budget book was very informative and he will be summarizing questions, comments, and concerns from the Council and sharing with Administration to get those addressed. During May he would like to have each elected official present their budget. He expects an updated budget book next week and will meet several times in May. Mr. Hervochon thanked Alicia Holland for all her hard work as he hears she is leaving at the end of this week.

Chairman Passiment wanted to commend Council Members for being involved and submitting questions to understand the budgeting process.

Council Member McElynn is looking for an agenda review on the calendar for Community Services. It is very important that the Election Board is present and the Administrator presents on how to help Hungry Hearts. He asked that the Administrator send out an email to develop agenda items for Wednesday's review.

The Clerk to Council, Mrs. Brock, responded that agenda review will be at 2:00 p.m. on Wednesday but is waiting on clarification.

TIME SENSITIVE ITEMS

First Reading of an Ordinance authorizing the County Administrator to enter into lease agreements with the current tenants occupying property acquired due to the expansion project at the Hilton Head Island Airport- Jon Rembold, Airports Director

An Ordinance authorizing the County Administrator to enter into lease agreements with the current tenants occupying property acquired due to the expansion project at the Hilton Head Island Airport. The plan is to offer a very fair lease rate (anticipate that it will be below market rate) until such time as FAA funding becomes available (we are then obligated to charge not less than market rate) or until December 31, 2020.

Motion: It was moved by Council Member Flewelling, seconded by Council Member McElynn, to approve an Ordinance Authorizing the County Administrator to enter into lease agreements with the current tenants occupying property acquired due to the expansion project at the Hilton Head Island Airport. The vote: YEAS: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Consideration of Volaire Aviation Consulting Agreement for Service Development (ASD) consulting as well as Marketing consulting- Jon Rembold, Airports Director

Annual contract renewal with Volaire- combined agreement for both services provided by the consultant. Volaire was selected via RFQ 011518 and is funded through the Hilton Head Island Airport Operating Revenue.

Discussion:

Council Member Flewelling asked if this is reimbursable by the State or the FAA. John Rembold, Airport Director, addresses the question and that the agreement is done without FAA funds and is strictly funded by the Airport Operating Revenue.

Council Member Rodman asked how much this costs and if it was a renewal contract. John Rembold stated that it is about \$50,000 and, in the past, it was two separate contracts and now been combined into one document for administration purposes.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Covert, to authorize the consideration of Volaire Aviation Consulting Agreement for Service Development (ASD) consulting as well as Marketing consulting. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Council Member McElynn commended John Rembold and his staff for recovering an extremely valuable piece of property through security and Hilton Head Airport and made sure her property was returned.

CONSENT AGENDA

- 1. Third and Final Reading of an Ordinance amending Beaufort County Ordinance Number 1975-2, EMS Service Fees.**
- 2. Third and Final Reading of an Ordinance authorizing the conveyance of real property associated with boundary of 50' Right of Way known as Fiddler Drive located on Lady's Island.**
- 3. Third Reading of an Ordinance authorizing the County Administrator to execute a Facility Use Agreement encumbering property owned by Beaufort County known as Fort Fremont Preserve.**

4. Third Reading of an Ordinance authorizing the County Administrator to execute the Widgeon Point Preserve 2020 Joint Ownership and Operating Agreement with the Beaufort County Open Land Trust.

Consent Agenda Main Motion: It was moved by Vice-Chairman Sommerville, seconded by Council Member Howard, to approve the consent agenda. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

ACTION ITEMS

First Reading of a Stormwater Ordinance that would include the exemption of private roadways that are not shown as a separate parcel of land but are used by more than one property owner to access their property and update the ordinance to provide clarification and reflect organizational changes.

Currently, the ordinance includes an exemption for improved private roadways that are shown as a separate parcel of land on the most current Beaufort County tax maps and are used by more than one property owner to access their property. Amendment to the ordinance is needed to include an exemption for improved private roadways that are not shown as a separate parcel of land on the most current Beaufort County tax maps but are used by more than one property owner to access their property. This will allow fair and equitable assessment of stormwater fees. Other proposed revisions are to reflect organizational changes and provide clarification in regards to Beaufort County Stormwater Utility's jurisdiction. Consistent application of Stormwater fees for roadways used by more than one property owner to access their property. Presented to Stormwater Management Utility Board on February 12, 2020, and the Board recommends the proposed changes to the ordinance. This amendment was approved by the Executive Committee on April 13, 2020. This will allow the Stormwater rate structure to be more defensible and consistently applied.

Motion: It was moved by Council Member Glover, seconded by Council Member Flewelling, to approve the Stormwater Ordinance that would include the exemption of private roadways that are not shown as a separate parcel of land but are used by more than one property owner to access their property and update the ordinance to provide clarification and reflect organizational changes. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Consideration of a Resolution authorizing the County Administrator to execute the necessary documents for the purchase of certain development rights on approx. 227 acres of real property known as tax map serial numbers TMS# R300 035 000 0138 0000, R300 035 000 0139 0000, R300 035 000 0140 0000, R300 035 000 0141 0000, R300 035 000 0142 0000, R300 035 000 0143 0000, R300 035 000 0144 0000, R300 035 000 0145 0000, R300 035 000 0146 0000, R300 035 000 0147 0000, R300 036 000 0001 0000 (excluding marsh), R300 036 000 0066 0000, R300 036 000 0067 0000, R300 036 000 0068 0000, R300 036 000 0069 0000, R300 036 000 0070 0000, R300 036 000 0071 0000, R300 036 000 0072 0000, R300 036 000 0075 0000, R300 036 000 0076 0000 and R300 036 000 0077 0000 and also known as Longwood Drive.

The acquisition of development rights on 227 forested upland acres between Lands' End Road and Seaside Road on St. Helena Island for \$360,000 in Rural and Critical Program land acquisition funds. Project Summary Sheet and Purchase and Sale contract (including Grant of Conservation Easement) attached. Rural and Critical Land Preservation Board unanimously recommended approval on February 13, 2020, Council's Executive Committee recommended approval on April 13, 2020. Development rights being purchased at 50% of fair market value. The 21 parcels under consideration comprise a significant assemblage of undeveloped land on the southern end of St. Helena Island and also protect 42 acres of intertidal salt marsh. The Beaufort County Open Land Trust will hold a conservation easement on Longwood to protect the natural resources of the

property in perpetuity. Land acquisition cost from Rural and Critical Program funds = \$360,000. County has expanded \$10,650 in identifiable due diligence expenses, additional attorney costs expected for closing including title search and closing costs. Property tax collection reduction to County estimated at \$525/year. No long-term operations/maintenance cost for Beaufort County Open Land Trust is responsible for annual monitoring of the conservation easement.

Motion: It was moved by Council Member Glover, seconded by Council Member Howard, to approve Consideration of a Resolution authorizing the County Administrator to execute the necessary documents for the purchase of certain development rights on approx. 227 acres of real property known as tax map serial numbers TMS# R300 035 000 0138 0000, R300 035 000 0139 0000, R300 035 000 0140 0000, R300 035 000 0141 0000, R300 035 000 0142 0000, R300 035 000 0143 0000, R300 035 000 0144 0000, R300 035 000 0145 0000, R300 035 000 0146 0000, R300 035 000 0147 0000, R300 036 000 0001 0000 (excluding marsh), R300 036 000 0066 0000, R300 036 000 0067 0000, R300 036 000 0068 0000, R300 036 000 0069 0000, R300 036 000 0070 0000, R300 036 000 0071 0000, R300 036 000 0072 0000, R300 036 000 0075 0000, R300 036 000 0076 0000 and R300 036 000 0077 0000 and also known as Longwood Drive. The vote: YEAS: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn and Council Member Dawson. The vote: NAYS - Council Member Flewelling. The motion passed 10:1.

Public Hearing and Second Reading of an Ordinance regarding a Local Option Sale Tax Referendum Ordinance.

This ordinance would call for a referendum to be held this November 3, 2020. The question asks whether the voters approve a one percent sales and use tax to be imposed on all appropriate sales in Beaufort County and its municipalities. The collection of the tax would begin in May 2020. The proceeds of the tax would be distributed 71% to the Property Tax Credit Fund and 29% to the County/Municipal Revenue Fund. The State Treasurer shall distribute the revenues monthly. Tax relief and county/municipal revenue support are the hallmarks of this tax. This is a revenue-generating measure.

Chairman Passiment proposes to make a motion to postpone this matter until May 11, 2020 Council Meeting.

Council Member Howard asked Chairman Passiment for clarification on why this matter is being postponed. The Chairman explained that all the Mayors of the municipalities haven't been contacted to weigh in on this matter.

Council Member McElynn does not object to the postponement but wants to go on the record that he is unalterably opposed to this proposal.

Council Member Covert reiterated Council Member McElynn's comment that he doesn't support this proposal and has an amended version that may be more palatable. Council Member Rodman asked that Council Member Covert reveal his amended proposal. Chairman Passiment asked that Council Member Covert wait until May 11, 2020. Council Member Flewelling stated that he has a point of privilege to read his recommended amended proposal.

Chairman Passiment gave Council Member Covert the floor to discuss the amended proposal. Council Member Covert's recommends that the verbiage to say 100% should go into property tax relief if it is such a good idea. Council Member McElynn believes that the original numbers are controlled by State Statute. Council Member Covert, after speaking with ACEC that it is appropriate to change.

Council Member Hervochon mentioned that marginal tax on a citizen making between \$30,000 - \$50,000 that is renting is \$471. That is putting an extra \$471 for those in the income bracket that we are trying to help with affordable housing. If sales tax revenue decreases during an economic downturn, like what we are in now. What is the refund rate on the property tax that we are supposed to give back during an economic downturn? Some questions need to be answered.

Council Member McElynn asked if this can be discussed at a Committee Meeting. Chairman Passiment stated that this could be discussed at a Committee meeting.

Council Member Rodman believes this is a lot of money that is being dealt with and it would be helpful for someone to put in a pro forma. Historically, it is good to let the people vote and the timing is bad on this. Comments that this is reducing advalorem taxes on those who can afford it and putting it on those who can't.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Hervochon, to approve a Public Hearing and Second Reading of an Ordinance regarding a Local Option Sale Tax Referendum Ordinance. Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

Public Hearing and Third Reading of an Ordinance authorizing the County Administrator to Execute the Necessary Documents for the purchase of approximately 12 Acres of Real Property known as the Port Royal Island Battlefield.

The fee simple acquisition of +/- 12 acres on US Highway 21 (3020,3026, and 3030 Trask Parkway) for \$544,537 in Rural and Critical land acquisition funds, acceptance of 1.7 acres of donated property, sale of restrictive easement and grant of a conservation easement of purchased and donated property. Project summary sheet, Restrictive Easement, conservation easement, and purchase contracts are attached. Rural and Critical Land Preservation Board unanimously recommended approval on January 9, 2020. Natural Resources Committee recommended approval 5 to 1 on March 2, 2020, with some discussion, that was no part of the motions, regarding potentially using H-tax funding towards some of the expenses for the purchase. The properties are currently under contract for purchase by the Battleground Preservation Trust, which will be assigned to the County if the purchase is approved. Property being purchased below fair market value. The three parcels under consideration comprise a significant portion of the battlefield of the 1779 Revolutionary War Battle of Port Royal Island. One tract includes an existing 22,000 sf. commercial building. SC Conservation Bank and DoD/Marine Corps Air Station Beaufort are cost-share partners. Marine Corps Air Station Beaufort purchasing a Restrictive Easement on the property with limitations on public access and use of the commercial building. the SC Battleground Preservation Trust will hold a conversation easement to protect historic resources. County would be the sole owner of purchased and donated property. The property could be established as a site on the South Carolina Liberty Trail. Land acquisition cost from Rural and Critical program funds = \$544,537. Other cost-share funds are MCAS Beaufort \$897,5000, and SC Conservation Bank \$352,963. County has expended \$18,235 in identifiable due diligence expenses, further costs expected for closing including a survey of the donated parcel and closing costs. Post-closing costs for County listed in the Project Summary Sheet. The existing building is a liability consideration.

Update from Council Member Howard, there was an error on the vote and it was unanimous by the Rural and Critical Lands Board.

Motion: It was moved by Council Member Howard, seconded by Council Member McElynn, to approve an Ordinance authorizing the County Administrator to Execute the Necessary Documents for the purchase of approximately 12 Acres of Real Property known as the Port Royal Island Battlefield. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn and Council Member Flewelling. The vote: NAY - Council Member Dawson. The motion passed 10:1.

BOARDS AND COMMISSIONS

Discussion of appointment of a member of council to serve on the Beaufort Housing Authority.

Chairman Passiment recommends appointing Mr. Dan Reidel to the Beaufort Housing Authority.

Council Member Howard would like to confirm that he is no longer involved with any affordable housing groups within Beaufort County.

Clerk to Council, Sarah Brock, informs Council Member Howard that his resume has been reviewed and approved by the Beaufort County Housing Authority.

Motion: It was moved by Vice Chairman Sommerville, seconded by Council Member Howard, to appoint Mr. Dan Reidel to serve on the Beaufort Housing Authority. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson and Council Member Flewelling. The motion passed 11:0.

CITIZEN COMMENT

(Every member of the public who is recognized to speak shall limit comments to three minutes - Citizens may email sbrock@bcgov.net, comment on our Facebook Live stream or call 843-255-2041 to participate in Citizen Comment)

No Citizen Comments via Clerk to Council Sarah Brock or via Facebook Live per Council Member Covert.

ADJOURNMENT

The Meeting adjourned at 6:59 p.m.

Ratified:

ORDINANCE NO. 2020/___

FY 2020-2021 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET

AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAX FOR SCHOOL PURPOSES FOR BEAUFORT COUNTY FOR THE FISCAL YEAR BEGINNING **JULY 1, 2020 AND ENDING **JUNE 30, 2021**, AND TO MAKE APPROPRIATIONS FOR SAID PURPOSES.**

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

The County Council of Beaufort County hereby appropriates the funds as detailed in Sections 3 and 4 of this Ordinance and establishes the millage rates as detailed in Section 2 of this Ordinance.

SECTION 2. MILLAGE

In Fiscal Year **2020-2021** and in accordance with the laws of South Carolina, the County Auditor is hereby authorized and directed to levy a tax on the following mills on the dollar of assessed value of property within the County.

School Operations	114.0
School Bond Debt Service (Principal and Interest)	36.6

The values listed above, in accordance with Section 6-1-320(A)(2) of the *Code of Laws of South Carolina*, 1976, as amended.

	Prior Year Millage	% Average CPI	% Population Growth	Allowable Annual % Increase of Millage Rate	Allowable Increase Of Millage Rate	Millage Rate Used	Millage Bank Balance
2018	113.5	2.13%	1.82%	3.95%	4.5	0.0	6.0
2019	104.6	2.44%	1.56%	4.20%	3.8	9.4	0.4
2020	114.0	1.81%	1.72%	3.53%	4.0	0	4.4

These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations as may be hereafter passed by the County Council of Beaufort County.

SECTION 3. SCHOOL OPERATIONS APPROPRIATION

An amount of \$254,297,442 is hereby appropriated to the Beaufort County Board of Education to fund school operations. This appropriation is to be spent in accordance with the school budget approved by the County Council of Beaufort County, and will be funded from the following revenue sources:

- A. \$149,733,105 to be derived from tax collections;
- B. \$ 93,347,306 to be derived from State revenues;
- C. \$ 690,000 to be derived from Federal revenues;
- D. \$ 1,918,500 to be derived from other local sources;
- E. \$ 7,535,948 to be derived from inter-fund transfers; and
- F. \$ 1,072,583 to be derived from fund balance.

The Beaufort County Board of Education is responsible for ensuring that the school expenditures do not exceed those amounts herein appropriated without first receiving the approval of a supplemental appropriation from County Council.

SECTION 4. BUDGETARY ACCOUNT BREAKOUT

The line-item budgets submitted by the Beaufort County Board of Education under separate cover for FY 2020-2021 are incorporated herein by reference and shall be part and parcel of this Ordinance.

SECTION 5. OUTSTANDING BALANCE APPROPRIATION

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the appropriate category of Fund Balance of that fund.

SECTION 6. TRANSFERS VALIDATED

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2021 are hereby approved.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2020. Approved and adopted on third and final reading this ___th day of June, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Sarah Brock, Clerk to Council

First Reading, by Title Only: May ____, 2020

Second Reading:

Public Hearings:

Third and Final Reading:

DRAFT



School District Budget Update

Fiscal Year 2020-2021

Presentation to County Council Finance Committee

Where Learning Leads the Way!

General Fund Budget



	2019-2020	2020-2021	Change
Revenues	\$254,297,442	\$254,297,442	\$0
Expenditures	\$254,297,442	\$254,297,442	\$0
Taxation	\$149,733,105	\$149,733,105	\$0
Millage	114.0	114.0	\$0

Millage



	2019-2020	2020-2021	Change
Operations*	114.0	114.0	0
Debt Service**	31.7	36.6	4.9

*Allowable increase is 4.4 mills per SC Revenue and Fiscal Affairs Office (details in draft ordinance)

**Debt Service increase due to commitments made in 2019 Referendum Program

State Legislative Update



- Continuing Resolution Passed
 - Hold budgets at same level as the current year until they reconvene
- General Assembly to return mid-September
 - Reconsider state budget based on new economic data
- Suspends Increases to Teacher Salary Schedule
- Suspends Increases to Employer Match of Retirement

Local Tax Revenue Update



Beaufort County School District Current, Auto and Delinquent Taxes 4/30/2020										
	2016 ACTUAL	2016 BUDGET	2017* ACTUAL	2017 BUDGET	2018 ACTUAL	2018 BUDGET	2019 ACTUAL	2019 BUDGET	2020 ACTUAL	2020 BUDGET
		126,674,710		131,662,584		137,164,216		143,707,242		149,733,105
DEC	59,747,494	47.2%	63,506,510	48.2%	74,687,999	54.5%	67,971,583	47.3%	76,280,192	50.9%
JAN	53,574,727	89.5%	32,413,416	72.9%	55,269,392	94.7%	57,194,721	87.1%	64,261,861	93.9%
FEB	2,223,824	91.2%	29,005,407	94.9%	2,142,618	96.3%	2,053,846	88.5%	1,470,942	94.8%
MAR	2,005,753	92.8%	2,624,463	96.9%	2,311,781	98.0%	2,078,256	90.0%	315,442	95.1%
APR	1,900,266	94.3%	1,410,757	97.9%	1,440,084	99.0%	1,226,937	90.8%	1,043,339	95.8%
MAY	1,495,084	95.5%	2,061,283	99.5%	2,200,267	100.6%	1,803,177	92.1%		95.8%
JUNE	2,615,051	97.5%	3,292,528	102.0%	2,985,796	102.8%	2,096,289	93.5%		95.8%
Total	123,562,199		134,314,364		141,037,937		134,424,809		143,371,776	
Percentage Excess/(Shortfall)		(3,112,511)		2,651,780		3,873,721		(9,282,433)		(6,361,329)

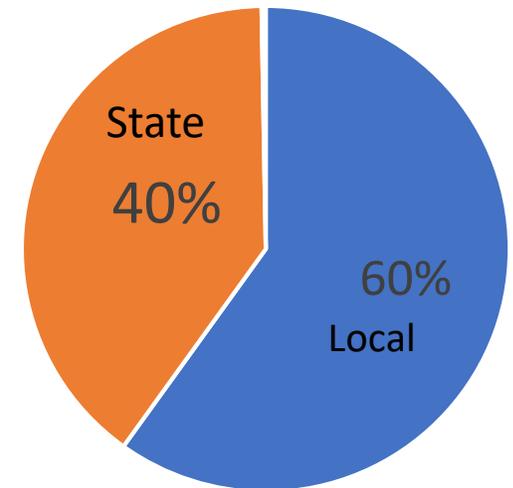
*Extension of tax deadline due to Hurricane Matthew



Major Sources of State Revenue

Funding Source	Description	Amount (in millions)
General Fund	EFA, Property Tax Relief, Teacher Salaries, Retiree Insurance, Bus Drivers	\$100.8
EIA Fund	At Risk Funding, Early Childhood, Teacher Salaries, Benefits, Adult Ed, Teacher Supplies	\$ 16.8
Other State Revenue	CDFs, Student Health/Fitness, Adult Ed, Preschool, Summer Reading	\$ 4.0
Debt Service	Homestead Exemption	\$ <u>1.0</u>
	Total State Funding (all funds)	\$122.6

General Fund Revenues



	A	B	C	D
	FY 2018-2019 Audited Actual	FY 2019-2020 Approved Budget	FY 2019-2020 Projected Actual	FY 2020-2021 Proposed Budget
Local				
1 Ad Valorem (Current and Delinquent)-Net of TIFs	134,510,008	149,733,105	147,433,105	149,733,105
2 Penalties and Interest	1,050,000	1,050,000	1,050,000	1,050,000
3 Rent	293,500	293,500	293,500	293,500
4 Other Local	175,000	575,000	525,000	575,000
5 Total Local Revenue	\$ 136,028,508	\$ 151,651,605	\$ 149,301,605	\$ 151,651,605
State				
6 Sales Tax Reimbursement on Owner Occupied	39,001,525	46,327,162	46,327,162	46,327,162
7 PEBA-Retirement Credit	1,200,000	1,200,000	1,200,000	1,200,000
8 Fringe Benefits/Retiree Insurance	13,166,789	13,166,789	13,800,961	13,166,789
9 Education Finance Act	17,062,545	17,062,545	16,445,000	17,062,545
10 Reimbursement for Local Property Tax Relief	7,036,261	7,036,261	7,036,261	7,036,261
11 Other State Property Tax (Homestead/Merchant Inv)	2,602,946	2,602,946	2,602,946	2,602,946
12 Other State Revenue (Bus Driver Salary/Misc)	1,175,000	1,175,000	1,078,643	1,175,000
13 State Aid to Classrooms	4,776,603	4,776,603	4,668,137	4,776,603
14 Total State Revenue	\$ 86,021,669	\$ 93,347,306	\$ 93,159,110	\$ 93,347,306
Federal				
14 Other Federal Sources	809,072	690,000	1,016,000	690,000
15 Total Federal Revenue	\$ 809,072	\$ 690,000	\$ 1,016,000	\$ 690,000
Total Revenue	\$ 222,859,249	\$ 245,688,911	\$ 243,476,715	\$ 245,688,911
Other Financing Sources				
16 Transfers from Special Revenue	7,298,224	7,035,948	6,918,166	7,035,948
17 Transfers from Other Funds	213,870	500,000	500,000	500,000
18 Total Other Financing Sources (Uses)	\$ 7,512,094	\$ 7,535,948	\$ 7,418,166	\$ 7,535,948
19 Total Revenue and Other Financing Sources	\$ 230,371,343	\$ 253,224,859	\$ 250,894,881	\$ 253,224,859
Expenditures:				
20 Salary and Benefits	185,271,879	201,360,782	199,360,782	201,360,782
21 Non-Salary	44,586,343	46,455,459	42,955,459	46,455,459
22 Total Expenditures	229,858,222	247,816,241	242,316,241	247,816,241
23 Transfers to Other Funds	6,573,249	6,481,201	6,481,201	6,481,201
24 Total Expenditures and Transfers Out	236,431,471	254,297,442	248,797,442	254,297,442
25 Increase(Decrease) in Fund Balance	\$ (6,060,128)	\$ (1,072,583)	\$ 2,097,439	\$ (1,072,583)
26 Beginning Fund Balance	39,606,899	33,546,772	33,546,772	35,644,211
27 Ending Fund Balance	\$ 33,546,772	\$ 32,474,189	\$ 35,644,211	\$ 34,571,628
28 % of Next Year's Expenditure or Budget	13.5%	13.1%	14.4%	14.0%



What are we doing to curtail spending?



Freeze non-salary budgets for current year



Freeze new positions



Renegotiate contracts

Potential Savings due to COVID-19



Description	Amount
Substitutes	\$ 1,100,000
Energy	300,000
Communications	50,000
Trash Disposal	50,000
LP Gas	40,000
Student Transportation	120,000
Travel	200,000
Supplies and materials	1,000,000
IB/AP Materials	50,000
Legal	100,000
Total Potential Savings	\$ 3,010,000



What are we spending due to COVID-19

- Software licenses for e-Learning
- Personal Protective Equipment
- Paper for student packets
- Unemployment Claims (responded to 100 claims so far)
- Bus driver pay over Spring Break
- Supplies for virtual graduations



Board Approved Budget 5/19/2020

- A. \$149,733,105 to be derived from tax collections;
- B. \$ 93,347,306 to be derived from State revenues;
- C. \$ 690,000 to be derived from Federal revenues;
- D. \$ 1,918,500 to be derived from other local sources;
- E. \$ 7,535,948 to be derived from inter-fund transfers; and
- F. \$ 1,072,583 to be derived from fund balance.

Total Expenditures \$254,297,442



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Contract extension approval for the implementation of the Beaufort County Passive Parks Forest Management Plan Activity Schedule

Council Committee:

Natural Resource Committee - May 4, 2020 (approved)

Meeting Date:

County Council - May 26, 2020 (1st reading), June 8, 2020 (2nd reading/Public Hearing), June 22, 2020 (3rd reading)

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

Approval of the contract extension to Morrison Forestry to implement the Beaufort County Passive Parks Forest Management Plan Activity Schedule for selected passive park properties in Beaufort County.

Points to Consider:

Numerous passive park properties have been unmanaged for years to decades. Many of these properties have timber resources that need to be managed to promote a healthy forest for wildlife, reduce wildfire risk and provide a more pleasing aesthetic. Additionally, these timber resources can provide revenue to continue necessary land management activities. South Carolina state law requires a certified forester to plan and implement silviculture activities. In December 2018, Beaufort County solicited proposals from certified foresters for planning and implementation services. In March 2019, Beaufort County contracted with the low bidder, Morrison Forestry, for planning services. That contract has a 4-year extension clause for implementation services. The Forest Management Plan provides a summary of timber resources for timber management on selected passive park properties. The Activity Schedule provides detailed revenue and expense estimates based on current market values (as of March 1, 2020).

Funding & Liability Factors:

Based on current market prices, gross timber revenues could exceed \$650,000 and site preparation/reforestation/oversight expenses could exceed \$150,000. The net timber revenue will be retained in the passive park program (Account 45020001-47430) and primarily used towards continued land management and maintenance activities on all passive park properties. Market values are subject to change.

Council Options:

- 1) Approve the contract extension
- 2) Reject the contract extension

Recommendation:

Authorize the County Administrator to execute a 4-year contract extension with Morrison Forestry to implement the Forest Management Plan Activity Schedule based on the terms and conditions of the proposal, fee schedule and plan as provided.

ORDINANCE 2020/ ____

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE
A FOUR-YEAR CONTRACT EXTENSION WITH MORRISON FORESTRY FOR THE
IMPLEMENTAION OF THE FOREST MANAGEMENT PLAN AND ACTIVITY
SCHEDULE ON SELECTED PASSIVE PARK PROPERTIES**

WHEREAS, Beaufort County (“County”) advertised a Request for Proposals (RFP#120618) for a certified forester to create a forest management plan and implement silviculture activities on selected passive park properties, attached hereto and incorporated by reference as “Attachment A”; and

WHEREAS, Morrison Forestry was selected as the qualified low bid proposal for RFP#120618, attached hereto and incorporated by reference as “Attachment B”; and

WHEREAS, the County entered into a contract with Morrison Forestry for planning services in the first 12-months, with the option to extend the contract for an additional four (4) 12-month terms for the implementation of silviculture activities pursuant to the approved plan, attached hereto and incorporated by reference as “Attachment C”; and

WHEREAS, Morrison Forestry completed a Forest Management Plan and Activity Schedule as requested by the County, attached hereto and incorporated by reference as “Attachment D”; and

WHEREAS, Morrison Forestry submitted an implementation proposal with accompanying fee schedule and sample timber sale documents, attached hereto and incorporated by reference as “Attachment E”; and

WHEREAS, County Council finds that it is in the best interest of the County to implement the Forest Management Plan Activity Schedule as proposed and extend the current contract with Morrison Forestry for four (4) annually renewable contract extensions.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute a 12-month contract extension, annually renewable with up to three (3) additional 12-month extensions, with Morrison Forestry to implement the Forest Management Plan Activity Schedule pursuant to the terms and conditions provided in the proposal attached hereto and incorporated by reference as “Attachment E”.

Adopted this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

ATTACHMENT A



Request for Proposal
For Silviculture Planning Services
For
Beaufort County, SC
RFP# 120618

REQUEST FOR PROPOSAL:

The Beaufort County Community Development Department is seeking proposals from qualified forestry consultants to plan and implement silviculture operations on 23 County-owned properties (~2,400 acres) located throughout Beaufort County, South Carolina (Attachment A). Project goals include an evaluation of each property to determine silviculture opportunities and needs, conducting forest inventories, drafting a long-term silviculture plan, and coordinating harvest sales.

A pre-proposal meeting will be held on November 15, 2018 at 10:00 am at the Beaufort County Finance Department Conference Room located at 106 Industrial Village Road, building #2, Beaufort, SC 29901. A tour of an example location will begin after the meeting. Vendors are responsible for their own transportation.

Proposals are due by 3:00 p.m. on December 6, 2018. RFP documents are available online at www.bcgov.net. In order to do business with Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County go to www.bcgov.net and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may download the RFP and you may submit your proposal/bid electronically through the solicitation section on the County Website. There is no cost to the vendor.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Bid will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of the Bid document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. **Pricing information must be sent in a separate file.** Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc. are to be in the first upload, with each titled accordingly. If files are too big you may submit a second document. If you have a problem with your upload, you may contact Vendor Registry at [844-802-9202](tel:844-802-9202) or cservice@vendorregistry.com.

Beaufort County reserves the right to reject all proposals and to waive minor informalities and irregularities.

Scope of Work

The selected consultant will be required to provide documentation stating they are a professional forester registered with the South Carolina Department of Labor, Licensing, and Registration, or under the direct supervision of a registered forester. The selected consultant shall furnish all expertise, labor and resources to provide complete services as defined by a professional services agreement. All finished projects will be completed in accordance with the requirements of Beaufort County Policy. All plans, recommendations, and implementation contained therein should align with the Sustainable Forestry Initiative Standards and South Carolina's Forestry Best Management Practices. The selected consultant will have 12-months to complete the forest inventories and develop a Silviculture Plan. The selected consultant may also have up to four (4) additional 12-month terms to

complete harvest sales, as per the approved Plan recommendations.

The following generally summarizes the scope of services that the consultant shall be required to perform.

- Close coordination with Beaufort County's Passive Parks Manager (contract manager), including regularly scheduled status and project management meetings.
- Gather data and assemble project maps from Beaufort County and any other sources involving previous forestry efforts on the property.
- Conduct forest inventories on each property.
- Provide recommendations regarding potential forestry products and sustainable long-term forestry management needs.
- Estimate potential revenue and harvest schedule/timeline.
- Map silviculture opportunities and constraints as shapefiles or a geodatabase in ArcGIS.
- Develop a Silviculture Plan that will include: property location, history, and objective(s); resource assessments; management recommendations; an activity schedule; and any supplemental information.
- Prepare the Plan to provide for up to three draft reviews and one final, including the possibility of one formal presentation.
- **Dependent upon estimated revenue and cost, as well as County approval, additional services to implement the approved plan and harvest schedule over a 4-year term may be offered to the selected consultant.**

Please include the following in your proposal submittal:

- Work plan for the services outlined above, including additional services for harvest implementation.
- Summary of you and your firm's background, resources, relevant experience, and certifications.
- Three examples of relevant projects in the last 5 years for silviculture planning, including reference contact information.
- Three examples of relevant projects in the last 5 years for implementing harvest sales, including reference contact information.
- Proposed budget, including current timber market prices and consultant fees, for the project.
- Proposed schedule for the project, including project stages, milestones and desired payment schedule.
- Description of you and your firm's current workload and schedule of commitments for the time period under consideration.
- Resumes for you and key staff (if applicable).
- Any supporting materials you wish to provide (optional).

Grading Criteria

Emphasis for consideration will be placed upon how well the Vendor demonstrates an understanding of the challenges that must be overcome to successfully implement the solution, the solutions offered to overcome the challenges, the related experience of the staff proposed to work on the project, the completeness and reasonability of the proposed work plan, and cost.

All technical decisions should be explained in depth including why the specific solution was chosen, the positives and negatives of the chosen solution, and alternative solutions with the positives and negatives of those choices.

This RFP is issued in accordance with the Beaufort County Policy for the Procurement of Professional Services, Competitive Proposals Selection Method. Therefore, both qualitative factors and price are to be considered; given that price is one of the selection criteria and not the final determinant. An RFP committee will be assigned to review, evaluate, and rank all responsive proposals utilizing an evaluation scoring system. Factors that will be considered in the evaluation of proposals will include, but not be limited to the following:

- Project Approach
- Similar project experience
- References

- RFP response document completeness
- Cost of project
- Vendor qualifications related to planning and delivering complete project in a timely manner

The following point system will be used to evaluate the submitted proposals:

- Company Overview – Experience and Expertise – 25 Points
 - Number of years and success of company with related projects
 - Certifications and Authorizations
 - Executive Summary
- Project Approach – Completeness of Project Offerings – 30 Points
 - Ability to address all requirements in RFP
 - Ability to expand and support other needs
 - Ability to manage solution with minimal staff intervention
- Quality of Project Proposal – 25 Points
- Compliance with RFP format/Completeness – 10 Points
- References – 10 Points
 - Up to two points per reference

Total possible points are 100.

INSURANCE REQUIREMENTS (For projects less than \$5,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
5. Beaufort County Council **must** be shown as an additional insured on General Liability and Auto Liability policies.
6. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
7. Certificate Holder should read:
Beaufort County Council

PO Box 1228
Beaufort, SC 29901

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the South Carolina Department of Insurance.
*See above note regarding Professional Liability
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Beaufort County as to form and content has been filed with Beaufort County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Council, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

CONTRACTUAL REQUIREMENTS

- 1.0 **EXCUSABLE DELAY**: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 **S.C. LAW CLAUSE**: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 **OFFEROR'S QUALIFICATIONS**: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 **OFFEROR RESPONSIBILITY**: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 5.0 **AFFIRMATIVE ACTION**: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 **PRIME CONTRACTOR RESPONSIBILITIES**: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.
- 7.0 **SUBCONTRACTING**: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 **OWNERSHIP OF MATERIAL**: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

- 9.0 PAYMENT AND PERFORMANCE BOND: The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:
- 13.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- 13.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 13.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 13.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- 13.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the

operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

13.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 **INDEMNITY**: The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 **TERMINATION FOR DEFAULT**:

15.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

15.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

16.0 **TERMINATION FOR CONVENIENCE**: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

SPECIAL INSTRUCTIONS

1.0 **INTENT TO PERFORM**: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal closing date. A review of such notifications will be made.

2.0 **RECEIPT OF PROPOSAL**: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal closing will be void, regardless of when they were mailed.

3.0 **PREPARATION OF PROPOSAL**

3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise

description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

- 3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- 3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.
- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- 6.1 Determine in greater detail such offeror's qualifications.
- 6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- 6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- 6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents

relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.

- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.
- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
 - 14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
 - 14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
 - 14.3 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,
 - 14.3.1 State the reasons for the action taken; and
 - 14.3.2 Inform the protestant of its right to administrative review as provided in this Section.
 - 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
 - 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
 - 14.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
 - 14.5.2 Any protest taken to the County Council or court shall be subject to the protestant

paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

15.0 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY**

EXCLUSION: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.

State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance by circling YES or NO.

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in proposal preparation shall be reported to the State of South Carolina Attorney General and the United States Justice Department.

Certification of Non-Collusion in Proposal Preparation _____
(Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the Beaufort County Council, within one hundred and twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are proposed within the time specified in the cost/fee schedule.

Legal Business Name _____
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID _____

Address _____

Does your company currently have a location within Beaufort County? Yes No

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ **Fax Number** _____

E-Mail Address _____

References

Beaufort County requests a minimum of three (3) references of work similar in size and scope as that requested. Each reference should include the project name, location, description (size and characteristics), date of completion, and a contact person, complete with phone number, address and email address. Additional references can be provided if desired.

1. Project Name: _____

Location: _____

Project Description (size and characteristics) _____

Date of Completion (Was the project completed on time): _____

Contact Person: _____

Address: _____

County Sate Zip: _____

Phone Number: _____

Email Address: _____

2. Project Name: _____

Location: _____

Project Description (size and characteristics) _____

Date of Completion (Was the project completed on time): _____

Contact Person: _____

Address: _____

County Sate Zip: _____

Phone Number: _____

Email Address: _____

3. Project Name: _____

Location: _____

Project Description (size and characteristics) _____

Date of Completion (Was the project completed on time): _____

Contact Person: _____

Address: _____

County State Zip: _____

Phone Number: _____

Email Address: _____

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

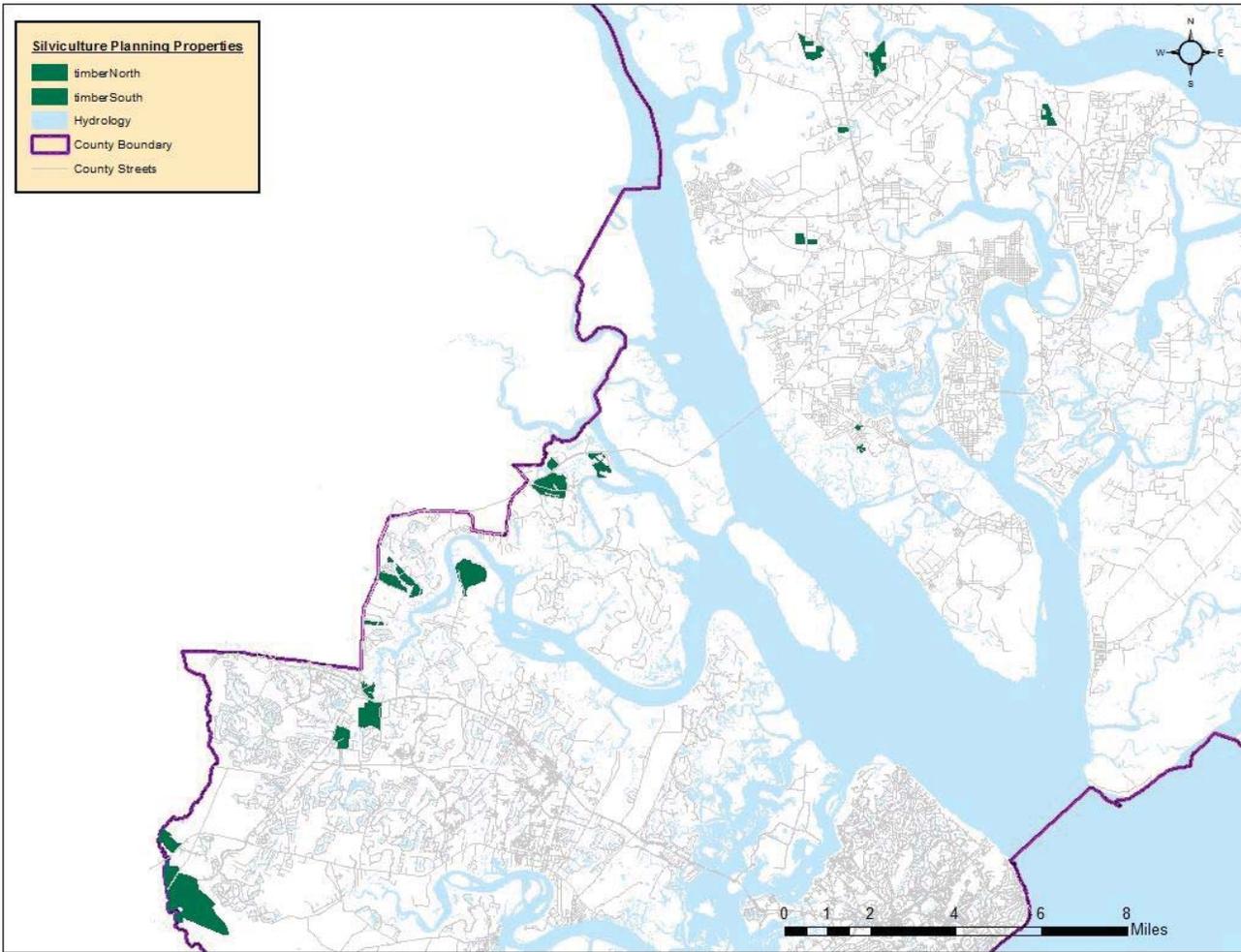
- ☒ Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- ☒ Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 ☒ Beaufort, SC 29901-1228
843.255.2354 Telephone ☒ E-mail: compliance@bcgov.net

Attachment A: Map of County owned properties subject to silviculture planning.



ATTACHMENT B



COUNTY COUNCIL OF BEAUFORT COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

100 Ribaut Road—Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

JLW
2/6/2019

TO: John Weaver, Interim County Administrator

FROM: Stefanie M. Nagid, Passive Parks Manager

SUBJECT: **Request for Proposals (RFP) # 120618 Contract award recommendation for Morrison Forestry & Real Estate Company for the Beaufort County Silviculture Planning Services**

DATE: January 8, 2019

BACKGROUND: Beaufort County issued a Request for Proposals from qualified firms to provide silviculture planning services for Beaufort County's passive park properties. The Purchasing Department received responses from two firms on December 6, 2018 (Newkirk Forestry and Land Management and Morrison Forestry & Real Estate Company). The two firms were scored by an evaluation committee consisting of Stefanie M. Nagid, Rob Merchant, and Amanda Flake (see attached score sheets). Morrison Forestry & Real Estate Company was selected as the number one ranked firm for the project.

<u>Firms Name</u>	<u>Costs</u>
1. Morrison Forestry & Real Estate Company, Estill, SC	\$15,975
2. Newkirk Forestry and Land Management, Charleston, SC	\$19,640

FUNDING: Account #45010011 Professional Services, Balance \$1,229,400.

FOR ACTION: Approval by County Administrator.

RECOMMENDATION: The County Administrator approves the contract award to Morrison Forestry & Real Estate Company in the amount of \$15,975.

CC:
Alicia Holland, Asst. County Administrator, Finance
Eric Larson, Asst. County Administrator, Environmental Eng. and Land Management
Eric Greenway, Director of Planning

Att: RFP Initial, RFP Proposal, and Score Sheets

ATTACHMENT C



CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

THIS AGREEMENT (the "Agreement") is made this 1st day of February 2019, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Morrison Forestry and Real Estate Company (hereinafter referred to as "Contractor"). This Agreement shall consist of all the terms, conditions, specifications and provisions contained in RFP 120618 Exhibit "A", the Contractor's Proposal dated December 4, 2018 Exhibit "B" and the Recommendation for Contract Award dated January 8, 2019 Exhibit "C".

WITNESSETH:

WHEREAS, the Contractor and the County desire to enter into an agreement relating to the Silviculture Planning Services subject to the terms, specifications, conditions and provisions of the request for proposal as heretofore mentioned.

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

- A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of the Agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina, in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.
- D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Contractor and County. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.
- E. It is understood that this Agreement shall be considered exclusive between the parties.
- F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of the Agreement.

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

**ARTICLE 1
DESCRIPTION**

The scope of work consists of but is not limited to the following; to plan and implement silviculture operations on 23 County-owned properties (~2,400 acres) located throughout Beaufort County, South Carolina. Project goals include an evaluation of each property to determine silviculture opportunities and needs, conducting forest inventories, drafting a long-term silviculture plan, and coordinating harvest sales.

**ARTICLE 2
LIABILITY**

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

**ARTICLE 3
INDEMNIFICATION AND HOLD HARMLESS**

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all third party liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees; provided, however that any such liability or damages shall be reduced to the extent caused by the acts or omissions of the County.

**ARTICLE 4
ASSIGNMENT**

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



**ARTICLE 5
TERM**

The initial term of this Agreement shall begin 1 February 2019 and end on 31 January 2020. This Agreement may be extended up to four (4) additional 12-month terms after the initial term upon prior written approval by the County dependent upon an annual harvest schedule and quote by Contractor.

**ARTICLE 6
COMPENSATION**

Compensation is based on Contractor's proposed fee as outlined in their proposal. The County's cost of this Agreement through the term of the contract will not exceed \$15,975 (fifteen thousand nine hundred and seventy five dollars) for the initial term and will follow the fee schedule provided in the Contractor proposal for subsequent terms, subject to the terms and conditions of this Agreement.

The County and the Contractor agree that the Contractor will track the overall cost of each task and will advise the County in writing PRIOR TO exceeding the maximum cost delineated in this Article. This Scope of Work may be modified in the future by mutual agreement of the County if needed to re-allocate fees among these tasks or to adjust the maximum cost not to exceed.

Work performed on this Contract will be accounted for separately by the Contractor and the County will be invoiced on a monthly basis for work performed under this Contract; provided, however that the above referenced service fee will be billed and paid annually. Payments will be made as outlined in Article 18.

**ARTICLE 7
INSURANCE**

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's RFP 120618.

INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and Risk Management and with a special notation naming Beaufort County as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:



1. Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
2. Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
3. Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
4. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
5. The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall not canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.
6. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

ARTICLE 8 DEFAULT

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.



**ARTICLE 9
TERMINATION**

In the event that Contractor fails to perform (or fails to commence the cure of any breach, which shall be diligently prosecuted in good faith) the services described within five (5) business days of its receipt of a written demand from the County, County may terminate the Agreement immediately upon notice provided such notice is at least five (5) business days following the County's notice of non-performance. In the event that the County breaches any of the terms of this Agreement including, but not limited to, non-payment, and fails to cure such breach within fifteen (15) business days of its receipt of a written demand from the Contractor, Contractor may terminate the Agreement immediately upon notice, provided such notice is at least fifteen (15) business days following the Contractor's notice of breach. Upon such termination, the County has the right to award a Contract to an alternate contractor.

**ARTICLE 10
COUNTY RESPONSIBILITIES**

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

**ARTICLE 11
FORCE MAJEURE**

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

**ARTICLE 12
SEVERABILITY**

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



**ARTICLE 13
INDEPENDENT CONTRACTOR**

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

**ARTICLE 14
NOTICE**

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

County: Interim Beaufort County Administrator
Attn: Mr. John L. Weaver
P. O. Drawer 1228
Beaufort, SC 29901-1228

Beaufort County
Attn: Beaufort County Purchasing Director
P. O. Drawer 1228
Beaufort, SC 29901-1228

Contractor: Morrison Forestry and Real Estate Company
Attn: Stroh Morrison
1469 Browning Gate Rd.
P.O. Box 725
Estill, SC 29918

**ARTICLE 15
CHANGE ORDERS**

Should the Scope of Work as noted in Article 1 of this Agreement change as a result of:

- a) County requested changes to the approved Scope of Work, or
- b) Increase in work needed to complete any approved Change Order as a result of unexpected occurrence outside of the control of the Contractor, or



c) The County requests additional Change Orders from the Contractor,

Then the Contractor will prepare and submit to the County an amendment to the applicable Change Order, or where no Change Order is in place of such additional services, the Contractor will prepare a Change Order for the County's review. No additional services will be undertaken by the Contractor without the approval of a Change Order or Change Order Amendment by the County.

ARTICLE 16 AUDITING

The Contractor shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Agreement, which are routinely prepared, collected or compiled by the Contractor during the performance of this Agreement.

ARTICLE 17 GRATUITIES

The right of the Contractor to proceed or otherwise perform this Agreement, and this Agreement may be terminated if the County Administrator or his appointed designee determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a County officer, employee, agent or Contractor for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

ARTICLE 18 INVOICES

All invoices for work done under this Agreement should be directed to the County Representative, Stefanie M. Nagid, Passive Parks Manager.

Located at: County Administration Building
Community Development Department
100 Ribaut Rd., Room 115



P.O. Drawer 1228
Beaufort, S.C. 29901-1228

Invoices should include:

- a) Period of time covered by the invoice
- b) Summary of work performed for the billing period
- c) Purchase order and Contract Number
- d) Tax Identification Number

Unless otherwise indicated, all invoices must be timely and accurate. The Contractor will make periodic requests for payment for this Agreement and approved Change Orders. Invoices will be itemized by Scope of Work tasks and Change Order number.

ARTICLE 19 PURCHASE ORDERS

The County will issue Purchase Orders from properly executed requisitions for this Agreement and each approved Change Order. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.

ARTICLE 20 ORDER OF DOCUMENTS

The following are incorporated into and made a part of this Agreement by reference:

- a) RFP and Bid Response from Morrison Forestry and Real Estate Company.

ARTICLE 21 TOTAL AGREEMENT

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

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.



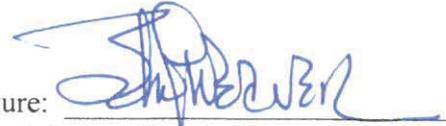
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

Cheryl Harris

Elizabeth M. [unclear]

BEAUFORT COUNTY, a political
Subdivision of the State of South Carolina



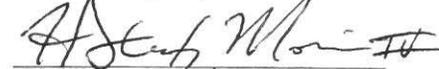
Signature: _____
Name: John L. Weaver
Interim County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228
Phone: 843-255-2026
Fax: 843-255-9403
Date: 2/25/2019

WITNESSES:

Willie Mae

Karen [unclear]

Morrison Forestry and Real Estate
Company

Signature: 
Name: H. STROTH MORRISON IV
Address: 1469 Browning Gate Rd Est 11 SC
Phone: 803-625-2757 29918
Email: stroth4@earthlink.net
Date: 3/1/2019



ATTACHMENT D

A Forest Management Plan for Beaufort County Properties

Prepared by:
Morrison Forestry & Real Estate Company
H. Stroh Morrison IV - ACF, CF, RF
February 15, 2020

I. Property Description

Beaufort County, SC currently owns, preserves, and manages many different properties located in both Northern and Southern Beaufort County. Since 2000, Beaufort County has preserved over 23,000 acres through the Rural and Critical Land Preservation Program for conservation, parks, buffers, scenic vistas and for preservation of valuable economic and natural resources. The County has acquired land via an ordinary fee simple purchase or by a purchase or donation of development rights (conservation easement) which often allows the property owner and their family to remain on the land and use it for farming, hunting, fishing or other historic purposes agreed upon at the time of sale.

This forest management plan includes eighteen (18) different parcels, each owned via previous fee simple purchases or donations to Beaufort County. These parcels contain a combined total of +/- 2,387.1 acres. Each parcel was identified by the Beaufort County Community Development Department as a candidate for long-term forestry management via the planning and implementation of silviculture operations. Silviculture is defined as “the art and science of controlling the establishment, growth, composition, health, and quality of forests and woodlands to meet the diverse needs and values of landowners and society such as wildlife habitat, timber, water resources, restoration, and recreation on a sustainable basis.”

The following Beaufort County Parcels are included:

Northern Beaufort County

Adams Tract
Amgray Tract
Battley Wilson Tract
Ihly Tract
Lucky Tract
McLeod Tract

Southern Beaufort County

Barrel Landing Tract
Baxter Tract
Garvey Hall Tract
Manigault Neck Tract
Mobley Tract
New Riverside Tract
Okatie Evergreen Tract
New Leaf Tract
Okatie Marsh Tract
Olsen Tract
Okatie Regional Preserve
Pinckney Point Tract

Historical management uses vary for each individual parcel. However, most parcels had previous uses (or a mix of uses) including aesthetics, farming, fishing, forestry, hunting, recreation, and wildlife. Each parcel is made up of a variety of different forest types. This plan provides a description of each of these forest types, and identifies the individual forest stands within each.

This plan also details silvicultural parameters for each stand, including forest types, acres, primary species, age classes, forest stocking levels, site/soil classifications, forest product

volumes (tons), forest product values (\$), and trees per acre. Current conditions and specific management recommendations are also provided for each stand. Finally, included in the addendum of this plan for each parcel are a Forest Type Map, a Forest Inventory Plot Map, a Forest Type Acreage Summary, and a Forest Inventory Summary.

II. Forest Management Objectives

With the uses of forestry, wildlife, and aesthetics in mind, the Beaufort County Community Development Department, and specifically the Passive Parks Manager, has identified several objectives for the Beaufort County Properties. All management recommendations included in this forest management plan are designed to help achieve the following objectives:

1. Promote the health and growth of trees within select upland pine forests of the property through the use of silviculture improvement harvests
2. Create a source of revenue for the Beaufort County Community Development Department through strategic use of forest product harvesting operations
3. Identify sites and promote opportunities for Longleaf Pine (*Pinus palustris*) Restoration Activities
4. Protect and maintain unique and sensitive native forest types to preserve and enhance the property's overall aesthetic values
5. Maintain and enhance the property's wildlife habitat and diversity, focusing on the values of cover, food, and water
6. Provide environmental quality control by following forest management guidelines from the Sustainable Forest Initiative Standards and South Carolina's Best Management Practices for Forestry

III. General Forest Management Recommendations

The following general forest management recommendations will help to achieve the above management objectives:

- Silviculture Improvement Harvests: Within selected upland pine forests (Native Pine, Pine – Flat, Pine-Hardwood Upland, Pine Plantation) of the properties, perform periodic clearcut harvests and selective thinning harvests in order to produce income from the harvest of forest products. Consider regional forest product market conditions when implementing harvests, and accelerate or delay sales if necessary. All harvesting operations will follow Sustainable Forestry Initiative Standards (SFI) and South Carolina's Best Management Practices for Forestry (BMP's).

Specifically, perform clearcut harvests of selected forest stands to remove all trees within the harvest areas. Mark all harvest area boundary lines prior to harvesting operations. Following a clearcut harvest, assume stands will be site prepared and reforested. Site preparation and reforestation methods will vary by site.

Also, perform selective thinning harvests of selected forest stands to remove diseased and suppressed pine trees, in order to improve forest health and stocking levels. Selectively mark all cut trees prior to harvest. Focus removals on intermediate, diseased, and poorly formed stems. Leave healthy and well-formed crop trees within the residual stand. Target residual stand values will range from 150 TPA (trees per acre) to 80 TPA in most pine plantations, although individual stand adjustments may be required in some cases. Residual tree per acre targets in some older native pine stands will range from 50 TPA to 25 TPA. Harvests will only remove pine trees, and specimen hardwood trees should be protected.

- Site Preparation and Reforestation: Following clearcut harvests, perform site preparation and reforestation activities on each cutover site.

Site preparation operations are necessary on most sites prior to replanting the cutover site with seedlings. Effective site preparation activities often lead to better results with reforestation once seedlings are planted onsite. Site preparation operations involve several different choices of treatments (and often a combination of treatments), that include herbicide applications, prescribed burning, and mechanical activities such as shearing, raking, chopping, and scalping. The choices of preparation prescribed will depend upon both the conditions and objectives for each individual site.

Reforestation operations include the planting of trees within the cutover site, following the completion of the site preparation operations. Longleaf Pine (*Pinus palustris*) will be replanted on all appropriate cutover sites, to follow the property goal to create Longleaf Pine Restoration Sites. Also, many of the old fields within the properties will be considered for the establishment of Longleaf Pine Plantations.

- Prescribed Burning: A tool that aids in the efforts of wildlife enhancement, as well as wildfire prevention, is prescribed burning. Periodic prescribed burns reduce hazardous fuel loads within the understories of forest stands, and thus potentially reduce the intensity of a wildfire should one occur. Additionally, prescribed burning of forest understories contributes to wildlife enhancement, and provides improvement of future aesthetics as well.

Specifically, consider establishing a prescribed burning program within certain upland pine stands of the properties. Establish a program that includes a three to five year burn rotation, where each included stand is burned once every three to five years. Place a priority on upland pine forest stands with the heaviest fuel

loads and greatest understory competition. Conduct prescribed burns from the months of December to April.

- Forest Protection – Firebreaks and Wildfire Prevention: The risk of wildfire impacts to the Beaufort County Properties varies greatly between each different parcel. In general, sections of property that lie along paved road frontage present the highest risk from a wildfire.

Specifically, to minimize this risk, establish a system of firebreaks along these paved road frontage areas. Also consider establishing firebreaks around the entire perimeter of each property if possible. Place a priority on establishing perimeter firebreaks within upland areas first.

- Insects & Diseases Control: Within all areas of the properties, perform annual inspections to locate and identify insects and diseases that may present a threat to forest health.

Specifically, look for the presence of southern pine beetles within the pine forest areas of the property. Pay close attention to these areas from the months of April to October, when pine beetles are most active. Also, monitor these areas during times when the forests are under potential stress, such as during periods of drought, or following incidences of lightning strikes/kills within the pine forests.

- Invasive Species Control: Within all areas of the properties, conduct annual inspections to locate and identify non-native invasive species.

Specifically, look for the more common species of Chinese privet, Chinese tallow tree, Cogongrass and Japanese climbing fern. From the months of May to September, implement control measures (either herbicide or mechanically) where necessary.

- Environmental Quality Control: Within all areas of the property, follow South Carolina's Best Management Practices for Forestry (BMP's) during all harvesting, site preparation, reforestation, burning, and other forestry/wildlife operations.

Specifically, follow all BMP's to preserve the environmental qualities of soil stability and water quality. All clearcut harvests and selective thinning harvests will follow applicable SC BMP's to minimize the occurrence of erosion, and to effectively control the potential transport and deposition of sediment into nearby streams, in order to protect the quality of water.

South Carolina's Forestry Best Management Practices (BMP's) are defined as "forest management practices, developed pursuant to federal water quality legislation, to minimize or prevent nonpoint source water pollution, and are often in more general usage referring to any good forest stewardship practices."

Following are specific examples of BMP's that should be followed during the implementation of selective thinning harvests and clearcut harvests on the properties:

- A. Streams – no streams are present within any of the proposed silviculture harvest areas, therefore no streamside management zones (smz's) or special stream crossings will be required during harvesting operations. Harvesting operations will not disturb the normal flow of water within streams.
- B. Ditches – some ditches may be present within the proposed silviculture harvest areas. However, during actual harvesting operations, ditch crossings will be avoided if at all possible. Harvesting operations will not disturb the normal flow of water within ditches.
- C. Harvest Skid Trails – the existing network of harvest skids trails from previous harvests will be used for skidding of trees during harvesting operations. The creation of new skid trails will be minimized. Harvesting and log skidding will not be allowed during very wet periods when the ground is subject to excessive rutting and soil compaction. To reduce potential sediment runoff, logging slash (bark, limbs, and tops) will be scattered along main skid trails to help stabilize spots of potential soil disturbance. Also, the existing understory vegetation (Fetterbush & Galberry) found within former skid trails will serve as a “natural mat” for harvesting equipment to drive upon, which will help to prevent impacts to the underlying soils.
- D. Harvest Log Decks – the existing network of log decks from previous harvests will be used for log sorting and loading sites during harvesting operations. These existing sites are located upon accessible road edges, within upland areas, and upon stable soils. The creation of new log decks will be minimized and only used where necessary. Harvesting and loading of logs will not be allowed during very wet periods when the ground is subject to excessive rutting and soil compaction. To reduce potential sediment runoff, logging slash (bark, limbs, tops) will be scattered through log deck sites to help stabilize spots of potential soil disturbance.
- E. Harvest Roads – existing property roads will be used for logging and hauling access whenever possible. Harvesting and hauling will not be allowed during very wet periods when roads are subject to excessive rutting.
- F. Paved Roads – harvesting and hauling operations will take steps to avoid depositing mud and sediment on paved roads. To minimize the transport of sediment to paved roads, harvesting and hauling will not

be allowed during very wet periods when roads are subject to excessive rutting. If necessary, harvest crews will utilize either logging mats and/or rock fill at the intersection of property woods roads and public paved roads to minimize transport of sediment.

Following these BMP's will support the property objective of environmental quality control.

IV. Forest Types

Following is a list of forest types found on the Beaufort County Properties, along with a description of each.

1. Field (+/- 215.3 acres): This forest type consists of old agricultural fields that are found within the property. Many of these old fields have been abandoned, and are no longer utilized for agriculture and farming operations. Some fields contain scattered native pine and hardwood trees that have naturally seeded into these areas.

2. Gum Pond (+/- 2.7 acres): This forest type consists of isolated, bottomland sites that fill with water periodically throughout the year. This forest type primarily contains gum and maple species. These areas provide excellent sources of food and cover for wildlife.

3. Hardwood – Bottomland (+/- 247.6 acres): This forest type consists of bottomland sites that often contain intermittent or perennial streams. Some of these areas were formerly old rice field impoundments, with networks of water control structures such as canals, ditches, and dikes, some of which still function within this forest type. This forest type contains a mixture of bottomland hardwood species that provide excellent sources of food for wildlife.

4. Hardwood – Flat (+/- 84.0 acres): This forest type consists of flatwoods sites (transition sites that are found between uplands and bottomlands). Some small sections of bottomland areas are also found within this forest type. This forest type contains hardwood species, although some pines are occasionally present. These flats provide excellent sources of food for wildlife.

5. Hardwood – Upland (+/- 289.9 acres): This forest type consists of upland sites. Principal tree species include a mixture of native hardwoods that include various gums and oaks. This forest type serves as an excellent food source for wildlife.

6. Home Site (+/- 17.8 acres): This type consists of home sites and yards that are found within the property, along with the open areas that surround them. These home sites and yards are not forested, therefore no management recommendations are provided for them.

7. Live Oak Grove (+/- 20.8 acres): This forest type consists of upland sites. Principal tree species include mature live oaks, although scattered pines, palmettos, and other hardwoods are sometimes present.

8. Marsh Forest (+/- 121.7 acres): This forest type consists of upland sites, and is primarily found on the marsh hammock islands and on the perimeter of salt marsh edges. Principal tree species include native pines, live oaks, palmettos, and cedars.

9. Native Pine (+/- 318.6 acres): This forest type consists of upland sites that primarily contain Loblolly Pine, although Longleaf Pine and Slash Pine may also grow in these areas. Mixed upland hardwoods, which provide an excellent source of food for wildlife, are sometimes found throughout this forest type.

10. Natural Regeneration (+/- 53.0 acres): This forest type consists of upland sites that are found in areas where a cleared forest was allowed to re-sprout and grow. This forest type contains both pine and hardwood species that provide excellent sources of food and cover for wildlife. All natural regeneration areas within the property are currently premerchantable.

11. Pine – Flat (+/- 93.9 acres): This forest type consists of flatwoods sites (transition sites that are found between uplands and bottomlands). This forest type primarily contains pine species. These flats provide excellent sources of cover for wildlife.

12. Pine-Hardwood – Flat (+/- 94.0 acres): This forest type consists of flatwoods sites (transition sites that are found between uplands and bottomlands). This forest type contains both pine and hardwood species. These flats provide excellent sources of food for wildlife.

13. Pine-Hardwood – Upland (+/- 131.9 acres): This forest type consists of upland sites that are often well drained, and contains both pine and hardwood species. These areas provide excellent sources of food for wildlife.

14. Pine Plantation (+/- 273.4 acres): This forest type consists of Loblolly Pine Plantations established on upland, formerly cutover sites. Most included the planting of genetically improved seedlings.

15. Pond (+/- 25.0 acres): This type consists of fresh-water ponds and old borrow pits. The ponds are not forested, therefore no management recommendations are provided for them.

16. Salt Marsh (+/- 337.2 acres): This type consists of salt marsh grass flats. These marshes are adjacent to salt-water rivers and creeks. The salt marshes are not forested, therefore no management recommendations are provided for them.

17. Roads & Open Areas (+/- 60.3 acres): This type consists of roads, utility line right of ways, and open areas found within the property. The roads and open areas are not forested, therefore no management recommendations are provided for them.

Addendum

Adams Tract
+/- 57.2 Acres
Beaufort County North

Adams Tract

- Stand 1: Acres = 3.1
Forest Type = Pine Plantation
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very dense, with native pine and hardwood regeneration, and some wax myrtle. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 75 TPA.

- Stand 2: Acres = 28.6
Forest Type = Hardwood – Bottomland
Primary Species = Live Oak, Magnolia, Red Maple, Sweetgum, Water Oak, White Oak
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of bottomland hardwoods, with moderate volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 3: Acres = 6.0
Forest Type = Native Pine
Primary Species = Loblolly Pine
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains mature loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with some scattered native understory hardwoods. This stand currently provides wildlife values of food.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 50 TPA.

- Stand 4: Acres = 18.1
Forest Type = Native Pine
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains young loblolly pines, with low volumes and values of pine forest products. A clearcut harvest was performed within this stand +/- 15 years ago. The stand understory is very dense, with native pine regeneration. This stand currently provides minimal wildlife values.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a clearcut harvest to remove all trees from this stand. Following the completion of the clearcut harvest, perform site preparation activities within the cutover site, and reforest the site with a Longleaf Pine Plantation.

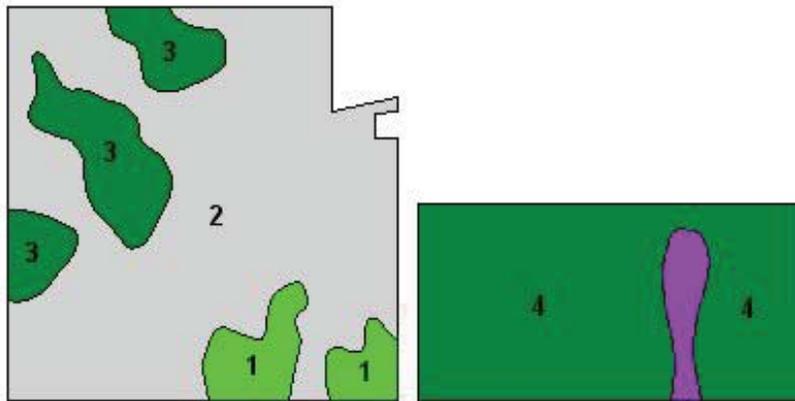
- Natural Regeneration: Acres = 1.4
Forest Type = Natural Regeneration
Primary Species = Red Maple, Sweetgum
Age Class = Premerchantable
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Wet

» Current Condition: This stand contains young natural hardwood regeneration, with no current volumes and values of forest products. A clearcut harvest was performed within this stand +/- 15 years ago. The stand understory is very dense, with native hardwood regeneration. This stand currently provides wildlife values of cover, food, and water sources.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



Beaufort County -- Adams Tract
Forest Type Map



LEGEND

- Property Line
- Forest Type
 - Hardwood - Bottomland
 - Native Pine
 - Natural Regeneration
 - Pine Plantation

Beaufort County -- Adams Tract
Forest Inventory Plot Map



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Adams Tract
October 1, 2019

Forest Type	Acres
Hardwood - Bottomland	28.6
Native Pine	24.1
Natural Regeneration	1.4
Pine Plantation	3.1
Total GIS Acres	57.2

Forest Inventory Summary - Beaufort County Property
Adams Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)							Total Volume	Tons per acre	Pine TPA	Hdwd TPA
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood					
1	Pine Plantation	3.1	1	3.2	266	186	8	-	-	-	-	460	148	170	-
2	Hardwood - Bottomland	28.6	6	2.1	-	-	13	215	275	847	-	1,350	47	3	86
3	Native Pine	6.0	3	5.0	470	143	52	-	-	22	-	687	115	130	7
4	Native Pine	18.1	1	0.6	-	-	1,152	-	-	-	-	1,152	64	330	-
	Natural Regeneration	1.4	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		57.2	11	2.0	736	329	1,225	215	275	869	3,649				

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)							Total Value	\$ per acre
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood			
1	Pine Plantation	3.1	1	3.2	\$ 7,182	\$ 3,720	\$ 112	\$ -	\$ -	\$ -	\$ -	\$ 11,014	\$ 3,553
2	Hardwood - Bottomland	28.6	6	2.1	-	-	182	6,450	5,500	6,776	-	18,908	661
3	Native Pine	6.0	3	5.0	12,690	2,860	728	-	-	176	-	16,454	2,742
4	Native Pine	18.1	1	0.6	-	-	16,128	-	-	-	-	16,128	891
	Natural Regeneration	1.4	-	-	-	-	-	-	-	-	-	-	-
Total		57.2	11	2.0	\$ 19,872	\$ 6,580	\$ 17,150	\$ 6,450	\$ 5,500	\$ 6,952	\$ 62,504		

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Amgray Tract
+/- 19.8 Acres
Beaufort County North

Amgray Tract

- Stand 1: Acres = 12.9
Forest Type = Hardwood – Flat
Primary Species = Black Gum, Magnolia, Red Maple, Sweetgum
Age Class = Intermediate
Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of hardwoods, with low volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

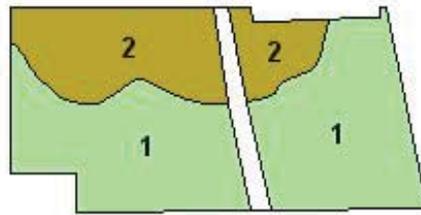
- Stand 2: Acres = 6.0
Forest Type = Pine-Hardwood – Flat
Primary Species = Loblolly Pine, Sweetgum, Water Oak
Age Class = Intermediate
Forest Stocking Level = Under-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of intermediate pines and hardwoods, with low volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, with some sections of native pine and hardwood regeneration. This stand currently provides wildlife values of cover and food.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



**Beaufort County -- Amgray Tract
Forest Type Map**



LEGEND

Property Line

Forest Type

- Hardwood - Flat
- Pine-Hardwood - Flat

Beaufort County -- Amgray Tract
Forest Inventory Plot Map



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Amgray Tract
October 1, 2019

Forest Type	Acres
Hardwood - Flat	12.9
Pine-Hardwood - Flat	6.0
Roads & Open Areas	0.9
Total GIS Acres	19.8

Forest Inventory Summary - Beaufort County Property
Amgray Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)							Total Volume	Tons per acre	Pine TPA	Hdwd TPA
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood					
1	Hardwood - Flat	12.9	3	2.3	-	-	-	-	29	495	524	41	73	-	-
2	Pine-Hardwood - Flat Roads & Open Areas	6.0 0.9	1	1.7	39	-	-	-	-	174	213	36	10	100	-
Total		19.8	4	2.1	39	-	-	-	29	669	737	-	-	-	-

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)							Total Value	\$ per acre	\$
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood				
1	Hardwood - Flat	12.9	3	2.3	\$ -	\$ -	\$ -	\$ -	\$ 580	\$ 3,960	\$ 4,540	\$ 352	\$ -	\$ -
2	Pine-Hardwood - Flat Roads & Open Areas	6.0 0.9	1	1.7	1,053	-	-	-	-	1,392	2,445	408	-	-
Total		19.8	4	2.1	\$ 1,053	\$ -	\$ -	\$ -	\$ 580	\$ 5,352	\$ 6,985	\$ -	\$ -	\$ -

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Barrel Landing Tract
+/- 51.5 Acres
Beaufort County South

Barrel Landing Tract

- Stand 1: Acres = 13.0
Forest Type = Hardwood – Upland
Primary Species = Live Oak, Southern Red Oak, Sweetgum, Water Oak, Willow Oak
Age Class = Intermediate
Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of upland hardwoods, with moderate volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 2: Acres = 27.1
Forest Type = Pine Plantation
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with mostly grasses and some wax myrtle. This stand currently provides wildlife values of cover.

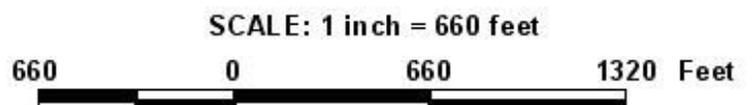
» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 75 TPA. Conduct periodic prescribed burns within this stand.



**Beaufort County -- Barrel Landing Tract
Forest Type Map**



LEGEND	
	Property Line
Forest Type	
	Hardwood - Upland
	Pine Plantation
	Pond
	Salt Marsh



Beaufort County -- Barrel Landing Tract
Forest Inventory Plot Map



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Barrel Landing Tract
October 1, 2019

Forest Type	Acres
Hardwood - Upland	13.0
Pine Plantation	27.1
Pond	4.0
Salt Marsh	2.9
Roads & Open Areas	4.5
Total GIS Acres	51.5

Forest Inventory Summary - Beaufort County Property
Barrel Landing Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA
1	Hardwood - Upland	13.0	4	3.1	130	-	25	217	-	426	798	61	90	
2	Pine Plantation Pond	27.1	8	3.0	1,654	728	487	-	-	100	2,969	110	148	
	Salt Marsh	2.9	-	-	-	-	-	-	-	-	-	-	-	
	Roads & Open Areas	4.5	-	-	-	-	-	-	-	-	-	-	-	
Total		51.5	12	3.0	1,784	728	512	217	-	526	3,767	-	-	

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	\$ per acre		
1	Hardwood - Upland	13.0	4	3.1	\$ 3,510	\$ -	\$ 350	\$ 6,510	\$ -	\$ 3,408	\$ 13,778	\$ 1,060		
2	Pine Plantation Pond	27.1	8	3.0	\$ 44,658	\$ 14,560	\$ 6,818	\$ -	\$ -	\$ 800	\$ 66,836	\$ 2,466		
	Salt Marsh	2.9	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Roads & Open Areas	4.5	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total		51.5	12	3.0	\$ 48,168	\$ 14,560	\$ 7,168	\$ 6,510	\$ -	\$ 4,208	\$ 80,614	\$ -		

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Bathey Wilson Tract
+/- 62.7 Acres
Beaufort County North

Bathey Wilson Tract

- Stand 1:
 - Acres = 5.5
 - Forest Type = Native Pine
 - Primary Species = Loblolly Pine
 - Age Class = Mature
 - Forest Stocking Level = Medium-Stocked
 - Site/Soil Classification = Dry

» Current Condition: This stand contains mature loblolly pines, with moderate volumes and values of pine forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, with some scattered native understory hardwoods. This stand currently provides wildlife values of food.

» Management Recommendation: Maintain this stand in its current condition. Conduct periodic prescribed burns within this stand.

- Stand 2:
 - Acres = 18.4
 - Forest Type = Native Pine
 - Primary Species = Loblolly Pine
 - Age Class = Mature
 - Forest Stocking Level = Over-Stocked
 - Site/Soil Classification = Dry

» Current Condition: This stand contains mature loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with some native pine regeneration and wax myrtle. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 45 TPA. Conduct periodic prescribed burns within this stand.

- Stand 3:
 - Acres = 10.8
 - Forest Type = Native Pine
 - Primary Species = Loblolly Pine
 - Age Class = Intermediate
 - Forest Stocking Level = Medium-Stocked
 - Site/Soil Classification = Transition

» Current Condition: This stand contains intermediate loblolly pines, with moderate volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with some native pine regeneration and wax myrtles. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 35 TPA. Conduct periodic prescribed burns within this stand.

• Stand 4:

Acres = 11.4

Forest Type = Pine-Hardwood – Upland

Primary Species = Black Gum, Live Oak, Loblolly Pine, Sweetgum, Water Oak

Age Class = Mature

Forest Stocking Level = Well-Stocked

Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of mature pines and hardwoods, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 35 TPA. Conduct periodic prescribed burns within this stand.

• Stand 5:

Acres = 6.2

Forest Type = Hardwood – Flat

Primary Species = Chinese Tallowtree, Sweetgum

Age Class = Intermediate

Forest Stocking Level = Medium-Stocked

Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of hardwoods, with low volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open. This stand currently provides wildlife values of food and water sources.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Gum Pond: Acres = 1.4
Forest Type = Gum Pond
Primary Species = Black Gum, Sweetgum, Red Maple
Age Class = Intermediate
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of bottomland gums and maples, with no volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food and water sources, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Live Oak Grove: Acres = 1.2
Forest Type = Live Oak Grove
Primary Species = Live Oak
Age Class = N/A
Forest Stocking Level = N/A
Site/Soil Classification = Dry

» Current Condition: This stand contains a grove of live oaks, with no volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

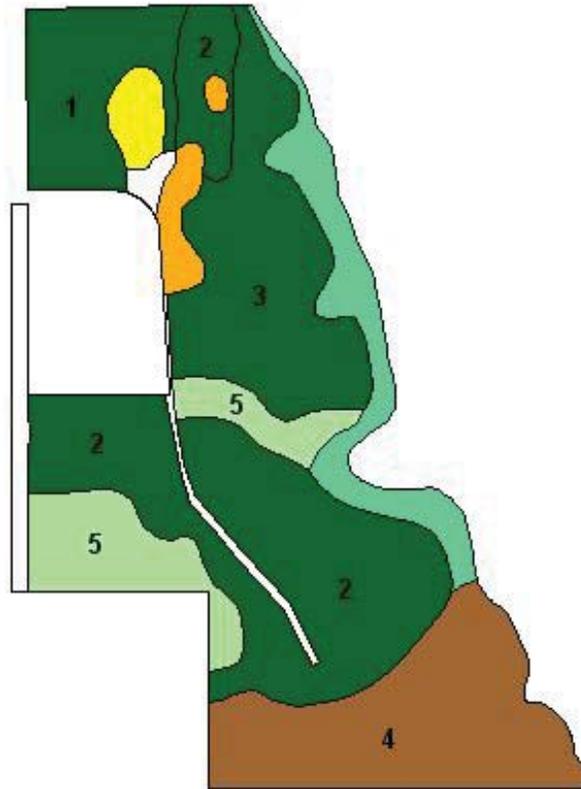
- Marsh Forest: Acres = 5.2
Forest Type = Marsh Forest
Primary Species = Eastern Red Cedar, Live Oak, Loblolly Pine, Palmetto
Age Class = Intermediate
Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of live oaks, palmettos, and native pines, with low volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively thick, with some sections of palmetto thickets and wax myrtle. This stand currently provides wildlife values of cover and food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. Conduct periodic prescribed burns within this stand.



Beaufort County -- Battey Wilson Tract
Forest Type Map



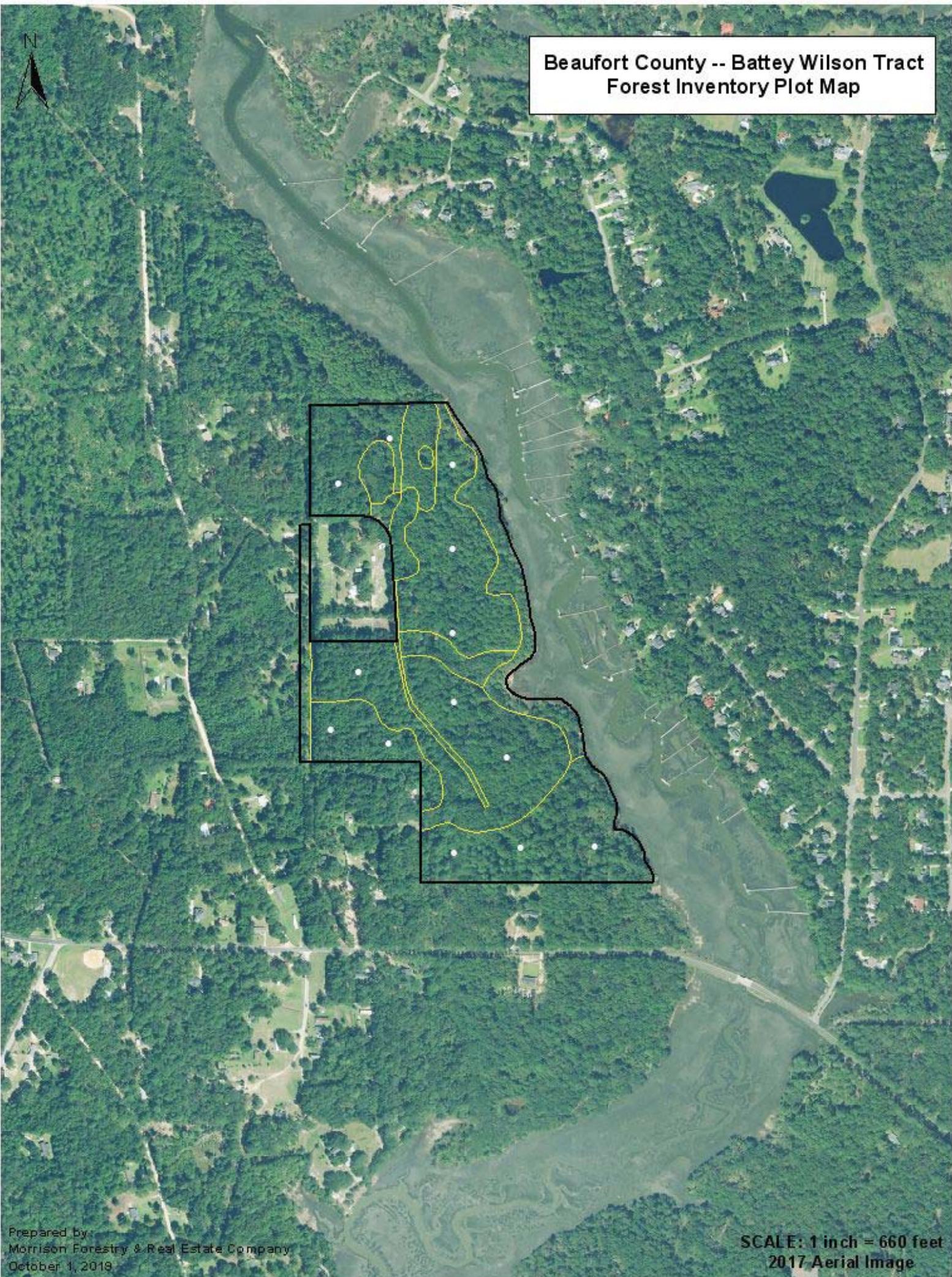
LEGEND	
	Property Line
Forest Type	
	Gum Pond
	Hardwood - Flat
	Live Oak Grove
	Marsh Forest
	Native Pine
	Pine-Hardwood - Upland

SCALE: 1 inch = 660 feet





**Beaufort County -- Battey Wilson Tract
Forest Inventory Plot Map**



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Bathey Wilson Tract
October 1, 2019

Forest Type	Acres
Gum Pond	1.4
Hardwood - Flat	6.2
Live Oak Grove	1.2
Marsh Forest	5.2
Native Pine	34.7
Pine-Hardwood - Upland	11.4
Roads & Open Areas	2.6
Total GIS Acres	62.7

Forest Inventory Summary - Beaufort County Property
Battley Wilson Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)										
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA	
1	Native Pine	5.5	2	3.6	277	-	-	-	-	-	186	463	84	25	30
2	Native Pine	18.4	3	1.6	1,082	190	705	-	-	-	32	2,009	109	93	3
3	Native Pine	10.8	3	2.8	551	109	117	-	-	-	-	777	72	67	-
4	Pine-Hardwood - Upland	11.4	3	2.6	247	55	188	-	-	-	197	687	60	77	27
5	Hardwood - Flat	6.2	2	3.2	79	33	-	-	-	-	147	259	42	15	65
	Gum Pond	1.4	-	-	-	-	-	-	-	-	-	-	-	-	-
	Live Oak Grove	1.2	-	-	-	-	-	-	-	-	-	-	-	-	-
	Marsh Forest	5.2	-	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	2.6	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		62.7	13	2.5	2,236	387	1,010	-	-	-	562	4,195	-	-	-

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	Total Value	\$ per acre	\$
1	Native Pine	5.5	2	3.6	7,479	-	-	-	-	-	1,488	8,967	8,967	1,630
2	Native Pine	18.4	3	1.6	29,214	3,800	9,870	-	-	-	256	43,140	43,140	2,345
3	Native Pine	10.8	3	2.8	14,877	2,180	1,638	-	-	-	-	18,695	18,695	1,731
4	Pine-Hardwood - Upland	11.4	3	2.6	6,669	1,100	2,632	-	-	-	1,576	11,977	11,977	1,051
5	Hardwood - Flat	6.2	2	3.2	2,133	660	-	-	-	-	1,176	3,969	3,969	640
	Gum Pond	1.4	-	-	-	-	-	-	-	-	-	-	-	-
	Live Oak Grove	1.2	-	-	-	-	-	-	-	-	-	-	-	-
	Marsh Forest	5.2	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	2.6	-	-	-	-	-	-	-	-	-	-	-	-
Total		62.7	13	2.5	60,372	7,740	14,140	-	-	-	4,496	86,748	86,748	-

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Baxter Tract
+/- 24.7 Acres
Beaufort County South

Baxter Tract

- Stand 1: Acres = 6.4
 Forest Type = Native Pine
 Primary Species = Loblolly Pine
 Age Class = Mature
 Forest Stocking Level = Well-Stocked
 Site/Soil Classification = Dry

 » Current Condition: This stand contains mature loblolly pines, with moderate volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with some pine regeneration and wax myrtle. This stand currently provides wildlife values of cover.

 » Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 2: Acres = 10.7
 Forest Type = Hardwood – Upland
 Primary Species = Laurel Oak, Live Oak, Magnolia, Sweetgum, Water Oak, White Oak, Willow Oak
 Age Class = Mature
 Forest Stocking Level = Well-Stocked
 Site/Soil Classification = Dry

 » Current Condition: This stand contains a mixture of upland hardwoods, with moderate volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

 » Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

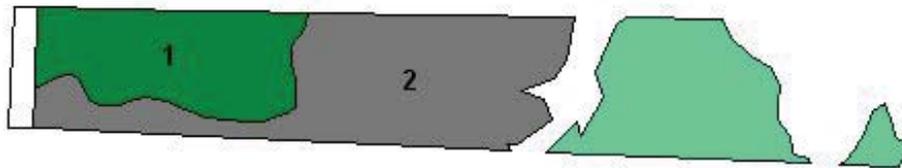
- Marsh Forest: Acres = 6.8
 Forest Type = Marsh Forest
 Primary Species = Eastern Red Cedar, Live Oak, Loblolly Pine, Palmetto
 Age Class = Mature
 Forest Stocking Level = Well-Stocked
 Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of live oaks, palmettos, and native pines, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very thick, with sections of palmetto thickets and wax myrtle throughout. This stand currently provides wildlife values of cover and food, along with aesthetics.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



**Beaufort County -- Baxter Tract
Forest Type Map**



LEGEND

 Property Line

Forest Type

 Hardwood - Upland

 Marsh Forest

 Native Pine

SCALE: 1 inch = 660 feet



Beaufort County -- Baxter Tract
Forest Inventory Plot Map



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Baxter Tract
October 1, 2019

Forest Type	Acres
Hardwood - Upland	10.7
Marsh Forest	6.8
Native Pine	6.4
Roads & Open Areas	0.8
Total GIS Acres	24.7

Forest Inventory Summary - Beaufort County Property
Baxter Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)										
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA	
1	Native Pine	6.4	2	3.1	497	-	-	-	-	-	51	548	86	50	15
2	Hardwood - Upland Marsh Forest	10.7	2	1.9	32	-	-	57	139	-	514	742	69	5	90
	Roads & Open Areas	0.8	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		24.7	4	2.3	529	-	-	57	139	-	565	1,290	-	-	-

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)										
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	\$ per acre	\$	\$	
1	Native Pine	6.4	2	3.1	\$ 13,419	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 408	\$ 13,827	\$ 2,160		
2	Hardwood - Upland Marsh Forest	10.7	2	1.9	864	-	-	1,710	2,780	-	4,112	9,466	885		
3	Roads & Open Areas	0.8	-	-	-	-	-	-	-	-	-	-	-		
Total		24.7	4	2.3	\$ 14,283	\$ -	\$ -	\$ 1,710	\$ 2,780	\$ -	\$ 4,520	\$ 23,293	\$ -	-	-

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Garvey Hall Tract
+/- 100.5 Acres
Beaufort County South

Garvey Hall Tract

- Stand 1: Acres = 10.2
Forest Type = Pine Plantation
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very dense, with native pine and hardwood regeneration, and some wax myrtle. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a clearcut harvest to remove all trees from this stand. Following the completion of the clearcut harvest, perform site preparation activities within the cutover site, and reforest the site with a Longleaf Pine Plantation.

- Stand 2: Acres = 32.9
Forest Type = Native Pine
Primary Species = Loblolly Pine
Age Class = Mature
Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains mature loblolly pines, with moderate volumes and values of pine forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very dense, with scattered native understory hardwoods, native pine regeneration, and way myrtle. This stand currently provides wildlife values of food and cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a clearcut harvest to remove all trees from this stand. Following the completion of the clearcut harvest, perform site preparation activities within the cutover site, and reforest the site with a Longleaf Pine Plantation.

- Stand 3: Acres = 27.6
Forest Type = Hardwood – Upland
Primary Species = Hickory, Live Oak, Loblolly Pine, Southern Red Oak, Sweetgum, Water Oak, White Oak
Age Class = Mature

Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of upland hardwoods, with moderate volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

• Stand 4:

Acres = 9.7

Forest Type = Pine-Hardwood – Upland

Primary Species = Loblolly Pine, Sweetgum, Water Oak, White Oak

Age Class = Mature

Forest Stocking Level = Over-Stocked

Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of mature pines and hardwoods, with high volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, with some sections of native pine and hardwood regeneration. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 50 TPA.

• Stand 5:

Acres = 11.9

Forest Type = Hardwood – Bottomland

Primary Species = Swamp Chestnut Oak, Sweetgum, Red Maple, White Oak, Water Oak

Age Class = Mature

Forest Stocking Level = Well-Stocked

Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of bottomland hardwoods, with high volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of

Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

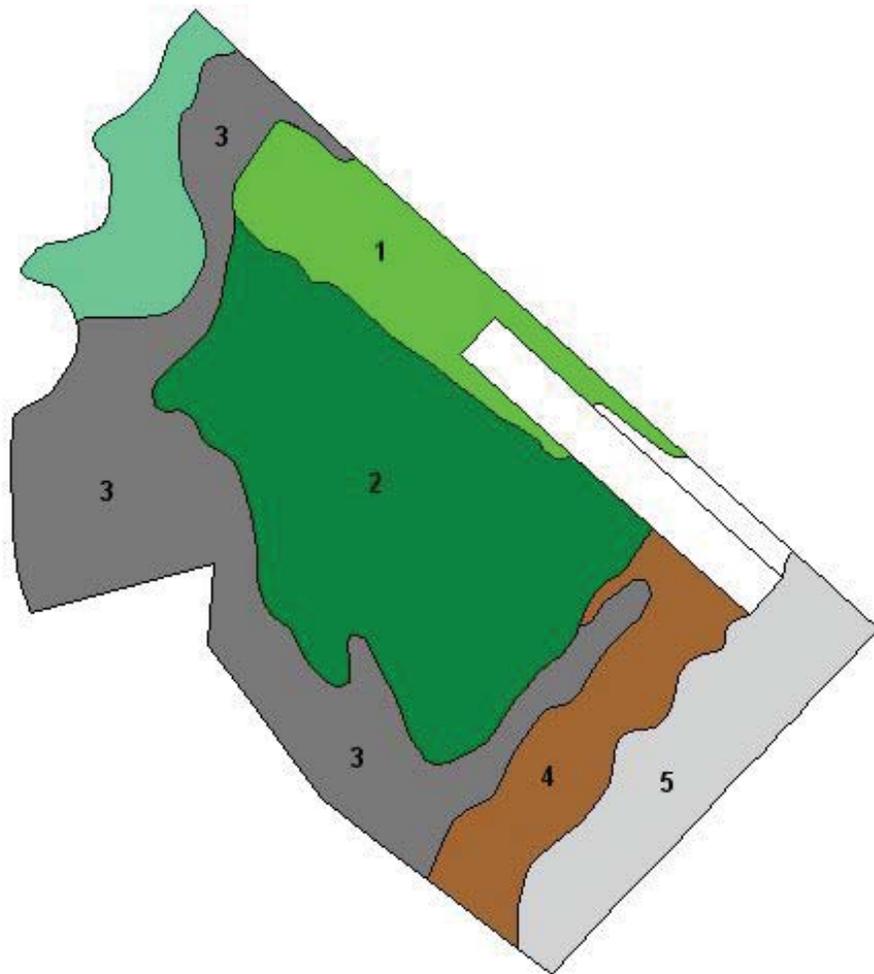
- Marsh Forest: Acres = 6.8
Forest Type = Marsh Forest
Primary Species = Loblolly Pine, Palmetto
Age Class = Mature
Forest Stocking Level = Under-Stocked
Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of palmettos and native pines, with no volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very thick, with palmetto thickets throughout. This stand currently provides minimal wildlife values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



Beaufort County -- Garvey Hall Tract
Forest Type Map



LEGEND

-  Property Line
- Forest Type**
-  Hardwood - Bottomland
-  Hardwood - Upland
-  Marsh Forest
-  Native Pine
-  Pine Plantation
-  Pine-Hardwood - Upland

SCALE: 1 inch = 660 feet



Beaufort County -- Garvey Hall Tract
Forest Inventory Plot Map



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Garvey Hall Tract
October 1, 2019

Forest Type	Acres
Hardwood - Bottomland	11.9
Hardwood - Upland	27.6
Marsh Forest	6.8
Native Pine	32.9
Pine Plantation	10.2
Pine-Hardwood - Upland	9.7
Roads & Open Areas	1.4
Total GIS Acres	100.5

Forest Inventory Summary - Beaufort County Property
Garvey Hall Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA
1	Pine Plantation	10.2	2	2.0	834	344	188	-	-	24	1,390	136	140	10
2	Native Pine	32.9	7	2.1	1,817	-	147	-	-	155	2,119	64	53	11
3	Hardwood - Upland	27.6	6	2.2	-	32	55	133	408	811	1,439	52	13	65
4	Pine-Hardwood - Upland	9.7	2	2.1	381	-	231	-	-	139	751	77	105	30
5	Hardwood - Bottomland	11.9	2	1.7	-	-	21	499	91	280	891	75	15	90
	Marsh Forest	6.8	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	1.4	-	-	-	-	-	-	-	-	-	-	-	-
Total		100.5	19	2.1	3,032	376	642	907	224	1,409	6,590			

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	Total Value	\$ per acre	\$
1	Pine Plantation	10.2	2	2.0	\$ 22,518	\$ 6,880	\$ 2,632	\$ -	\$ -	\$ -	\$ 192	\$ 32,222	\$ -	\$ 3,159
2	Native Pine	32.9	7	2.1	49,059	-	2,058	-	-	1,240	52,357	1,591	-	1,591
3	Hardwood - Upland	27.6	6	2.2	-	640	770	12,240	2,660	6,488	22,798	826	-	826
4	Pine-Hardwood - Upland	9.7	2	2.1	10,287	-	3,234	-	-	1,112	14,633	1,509	-	1,509
5	Hardwood - Bottomland	11.9	2	1.7	-	-	294	14,970	1,820	2,240	19,324	1,624	-	1,624
	Marsh Forest	6.8	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	1.4	-	-	-	-	-	-	-	-	-	-	-	-
Total		100.5	19	2.1	\$ 81,864	\$ 7,520	\$ 8,988	\$ 27,210	\$ 4,480	\$ 11,272	\$ 141,334			

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Ihly & Lucky Tracts
+/- 134.8 Acres
Beaufort County North

Ihly & Lucky Tracts

- Stand 1: Acres = 45.8
Forest Type = Hardwood – Bottomland
Primary Species = Black Gum, Swamp Chestnut Oak, Sweetgum, Red Maple, Water Oak
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of bottomland hardwoods, with high volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 2: Acres = 19.6
Forest Type = Hardwood – Upland
Primary Species = Live Oak, Water Oak
Age Class = Intermediate
Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of upland hardwoods, with moderate volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 3: Acres = 5.4
Forest Type = Native Pine
Primary Species = Loblolly Pine
Age Class = Mature
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains mature loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with some scattered native understory hardwoods. This stand currently provides wildlife values of food.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 4: Acres = 7.5
Forest Type = Pine-Hardwood – Upland
Primary Species = Loblolly Pine, Sweetgum, Water Oak
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of mature pines and hardwoods, with high volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetics values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 5: Acres = 2.0
Forest Type = Native Pine
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains intermediate loblolly pines, with moderate volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides minimal wildlife values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 6: Acres = 5.1
Forest Type = Native Pine

Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains intermediate loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides minimal wildlife values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

• Field: Acres = 41.6
Forest Type = Field
Primary Species = N/A
Age Class = N/A
Forest Stocking Level = N/A
Site/Soil Classification = Dry

» Current Condition: This stand contains open, old agricultural fields, with no trees, and therefore no volumes and values of forest products. These fields have been abandoned, and are no longer used for agriculture and farming operations.

» Management Recommendation: Restore these old fields to a Longleaf Pine Forest. Specifically, perform site preparation activities within these fields, and reforest the site with a Longleaf Pine Plantation

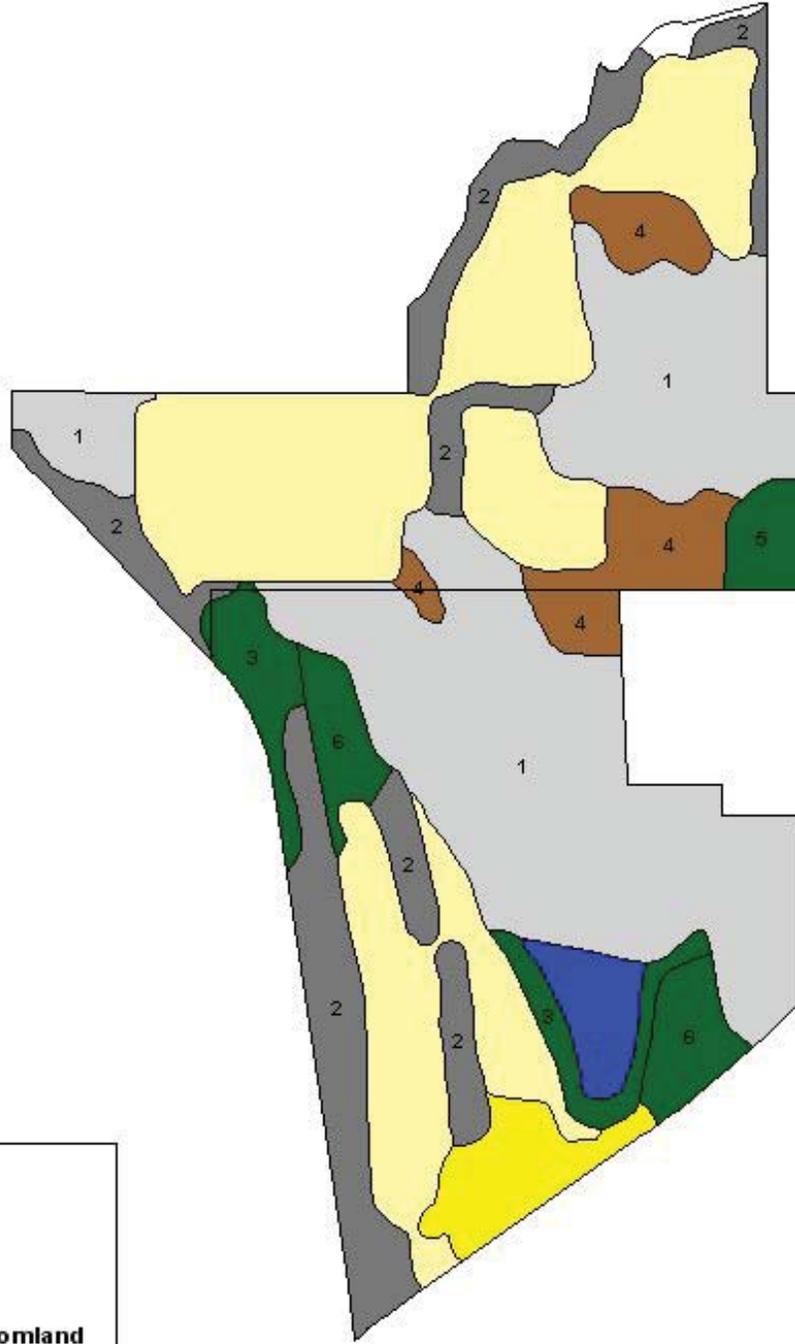
• Live Oak Grove: Acres = 4.4
Forest Type = Live Oak Grove
Primary Species = Live Oak
Age Class = N/A
Forest Stocking Level = N/A
Site/Soil Classification = Dry

» Current Condition: This stand contains a grove of live oaks, with no volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



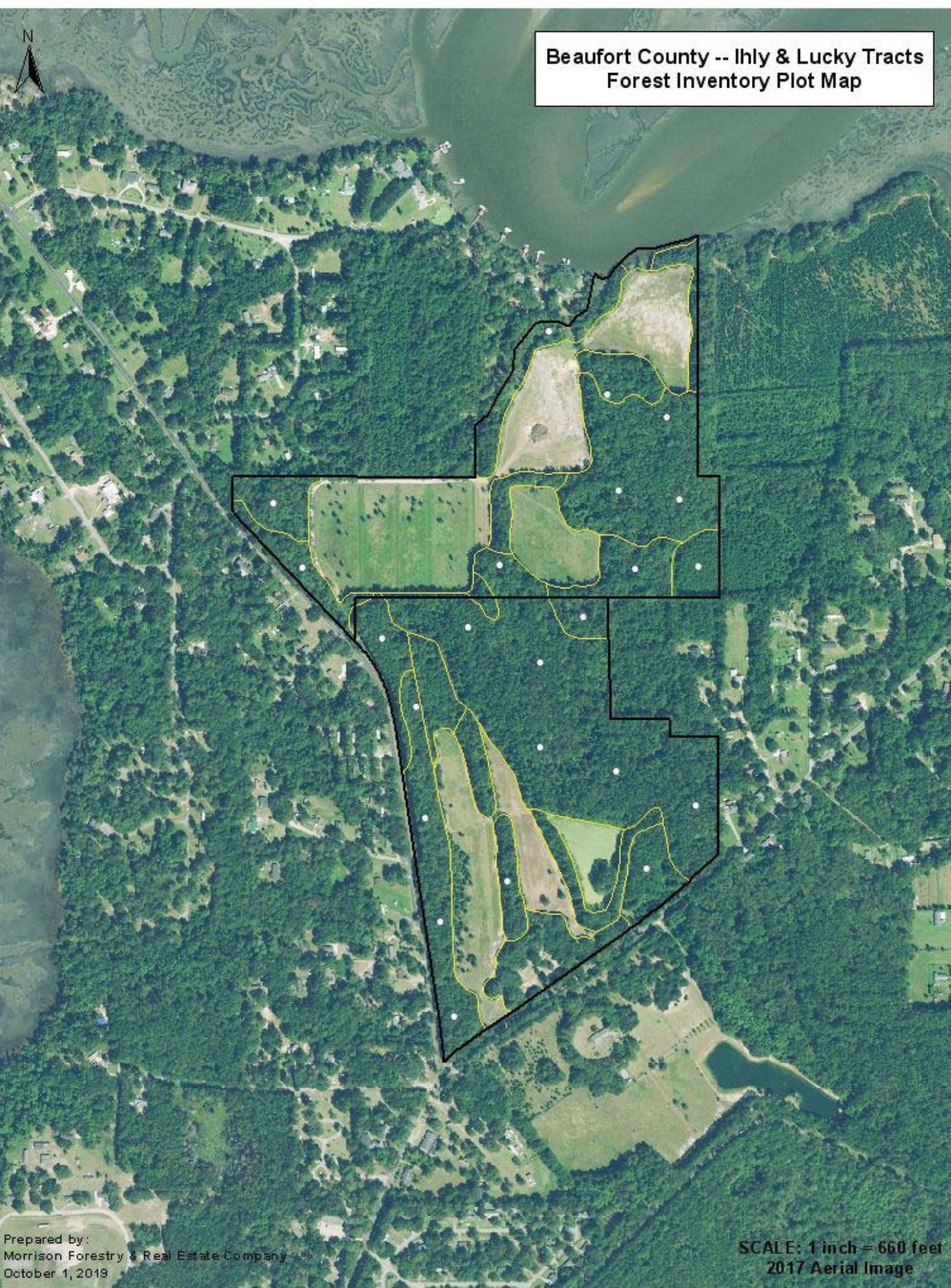
Beaufort County -- Ihly & Lucky Tracts
Forest Type Map



LEGEND

-  Property Line
- Forest Type**
-  Field
-  Hardwood - Bottomland
-  Hardwood - Upland
-  Live Oak Grove
-  Native Pine
-  Pine-Hardwood - Upland
-  Pond

Beaufort County -- Ihly & Lucky Tracts
Forest Inventory Plot Map



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Ihly & Lucky Tracts
October 1, 2019

Forest Type	Acres
Field	41.6
Hardwood - Bottomland	45.8
Hardwood - Upland	19.6
Live Oak Grove	4.4
Native Pine	12.5
Pine-Hardwood Upland	7.5
Pond	2.8
Roads & Open Areas	0.6
Total GIS Acres	134.8

Forest Inventory Summary - Beaufort County Property
 Ihly & Lucky Tracts
 October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)										
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA	
1	Hardwood - Bottomland	45.8	10	2.2	-	-	-	81	73	1,780	2,759	4,612	101	-	125
2	Hardwood - Upland	19.6	7	3.6	278	49	88	81	-	-	1,080	1,488	76	23	77
3	Native Pine	5.4	1	1.9	384	290	88	88	-	-	208	970	180	180	40
4	Pine-Hardwood - Upland	7.5	3	4.0	271	88	28	28	-	48	278	713	95	50	67
5	Native Pine	2.0	1	5.0	-	-	151	151	-	-	-	151	76	450	-
6	Native Pine	5.1	1	2.0	-	94	602	73	-	-	-	769	151	160	-
	Field	41.6	-	-	-	-	-	-	-	-	-	-	-	-	-
	Live Oak Grove	4.4	-	-	-	-	-	-	-	-	-	-	-	-	-
	Pond	2.8	-	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	0.6	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		134.8	23	2.7	933	521	950	146	1,828	4,325	8,703				

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)							
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	\$ per acre
1	Hardwood - Bottomland	45.8	10	2.2	\$ -	\$ -	\$ -	\$ 2,190	\$ 35,600	\$ 22,072	\$ 59,862	\$ 1,307
2	Hardwood - Upland	19.6	7	3.6	7,506	980	1,134	-	-	8,640	18,260	932
3	Native Pine	5.4	1	1.9	10,368	5,800	1,232	-	-	1,664	19,064	3,530
4	Pine-Hardwood - Upland	7.5	3	4.0	7,317	1,760	392	-	960	2,224	12,653	1,687
5	Native Pine	2.0	1	5.0	-	-	2,114	-	-	-	2,114	1,057
6	Native Pine	5.1	1	2.0	-	1,880	8,428	2,190	-	-	12,498	2,451
	Field	41.6	-	-	-	-	-	-	-	-	-	-
	Live Oak Grove	4.4	-	-	-	-	-	-	-	-	-	-
	Pond	2.8	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	0.6	-	-	-	-	-	-	-	-	-	-
Total		134.8	23	2.7	\$ 25,191	\$ 10,420	\$ 13,300	\$ 4,380	\$ 36,560	\$ 34,600	\$ 124,451	

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Manigault Neck Tract
+/- 244.4 Acres
Beaufort County South

Manigault Neck Tract

- Stand 1: Acres = 60.0
Forest Type = Hardwood – Upland
Primary Species = Black Gum, Hickory, Live Oak, Loblolly Pine, Magnolia, Southern Red Oak, Sweetgum, Water Oak, White Oak, Willow Oak
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of upland hardwoods, with high volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is mixed, with some open areas, and other thick sections of wax myrtle with native pine and hardwood regeneration. This stand currently provides wildlife values of cover and food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 2: Acres = 21.0
Forest Type = Pine-Hardwood – Upland
Primary Species = Black Gum, Hickory, Live Oak, Loblolly Pine, Southern Red Oak, Sweetgum, Water Oak
Age Class = Mature
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of mature pines and hardwoods, with high volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is mixed, with some open areas, and other thick sections of wax myrtle with native pine and hardwood regeneration. This stand currently provides wildlife values of cover and food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 3: Acres = 58.0
Forest Type = Hardwood – Upland

Primary Species = Black Gum, Hickory, Live Oak, Loblolly Pine, Magnolia, Southern Red Oak, Sweetgum, Water Oak, White Oak, Willow Oak

Age Class = Mature

Forest Stocking Level = Well-Stocked

Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of upland hardwoods, with high volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is mixed, with some open areas, and other thick sections of wax myrtle with native pine and hardwood regeneration. This stand currently provides wildlife values of cover and food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

• Stand 4:

Acres = 1.2

Forest Type = Pine Plantation

Primary Species = Loblolly Pine

Age Class = Intermediate

Forest Stocking Level = Well-Stocked

Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with moderate volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides minimal wildlife values.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 125 TPA. Conduct periodic prescribed burns within this stand.

• Stand 5:

Acres = 18.7

Forest Type = Native Pine

Primary Species = Loblolly Pine

Age Class = Mature

Forest Stocking Level = Over-Stocked

Site/Soil Classification = Dry

» Current Condition: This stand contains mature loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with some scattered native understory hardwoods. This stand currently provides wildlife values of food.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 75 TPA. Conduct periodic prescribed burns within this stand.

- Stand 6: Acres = 13.1
Forest Type = Pine Plantation
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with grasses, some sweetgum regeneration, and some wax myrtle. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 100 TPA. Conduct periodic prescribed burns within this stand.

- Stand 7: Acres = 23.1
Forest Type = Hardwood – Upland
Primary Species = Black Gum, Hickory, Live Oak, Loblolly Pine, Magnolia, Southern Red Oak, Sweetgum, Water Oak, White Oak, Willow Oak
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of upland hardwoods, with high volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is mixed, with some open areas, and other thick sections of

wax myrtle with native pine and hardwood regeneration. This stand currently provides wildlife values of cover and food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 8: Acres = 2.0
Forest Type = Pine Plantation
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with grasses and some wax myrtle. This stand currently provides minimal wildlife values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Live Oak Grove: Acres = 4.0
Forest Type = Live Oak Grove
Primary Species = Live Oak, Palmetto
Age Class = N/A
Forest Stocking Level = N/A
Site/Soil Classification = Dry

» Current Condition: This stand contains a grove of live oaks, with no volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Marsh Forest: Acres = 21.8
Forest Type = Marsh Forest
Primary Species = Eastern Red Cedar, Live Oak, Loblolly Pine, Palmetto

Age Class = Mature
Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of live oaks, palmettos, and native pines, with low volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very thick, with sections of palmetto thickets, native pine regeneration, and wax myrtle throughout. This stand currently provides wildlife values of cover and food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Natural Regeneration: Acres = 2.2
Forest Type = Natural Regeneration
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains young natural pine regeneration, with low volumes and values of forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides minimal wildlife values.

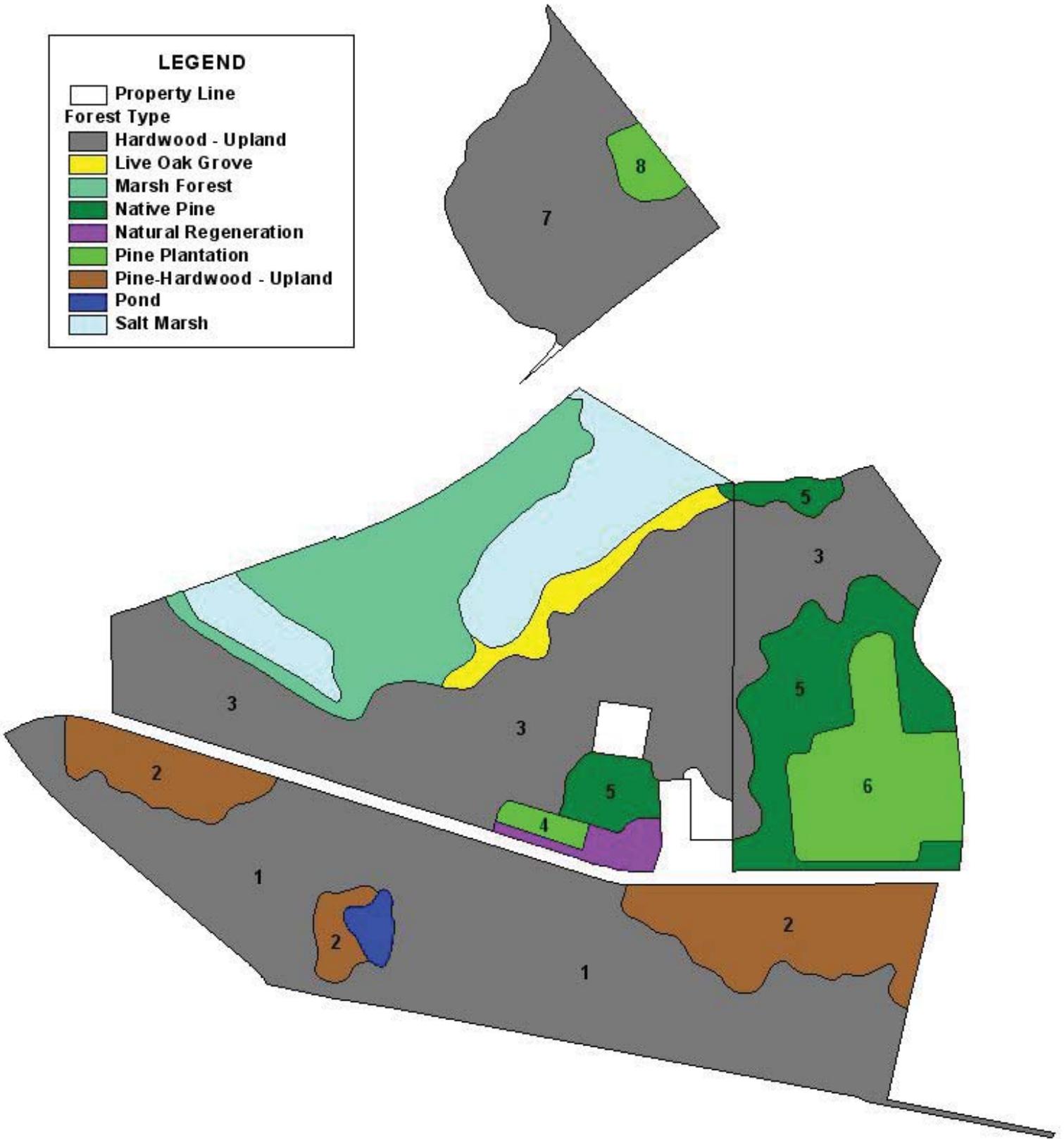
» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 125 TPA. Conduct periodic prescribed burns within this stand.



Beaufort County -- Manigault Neck Tract Forest Type Map

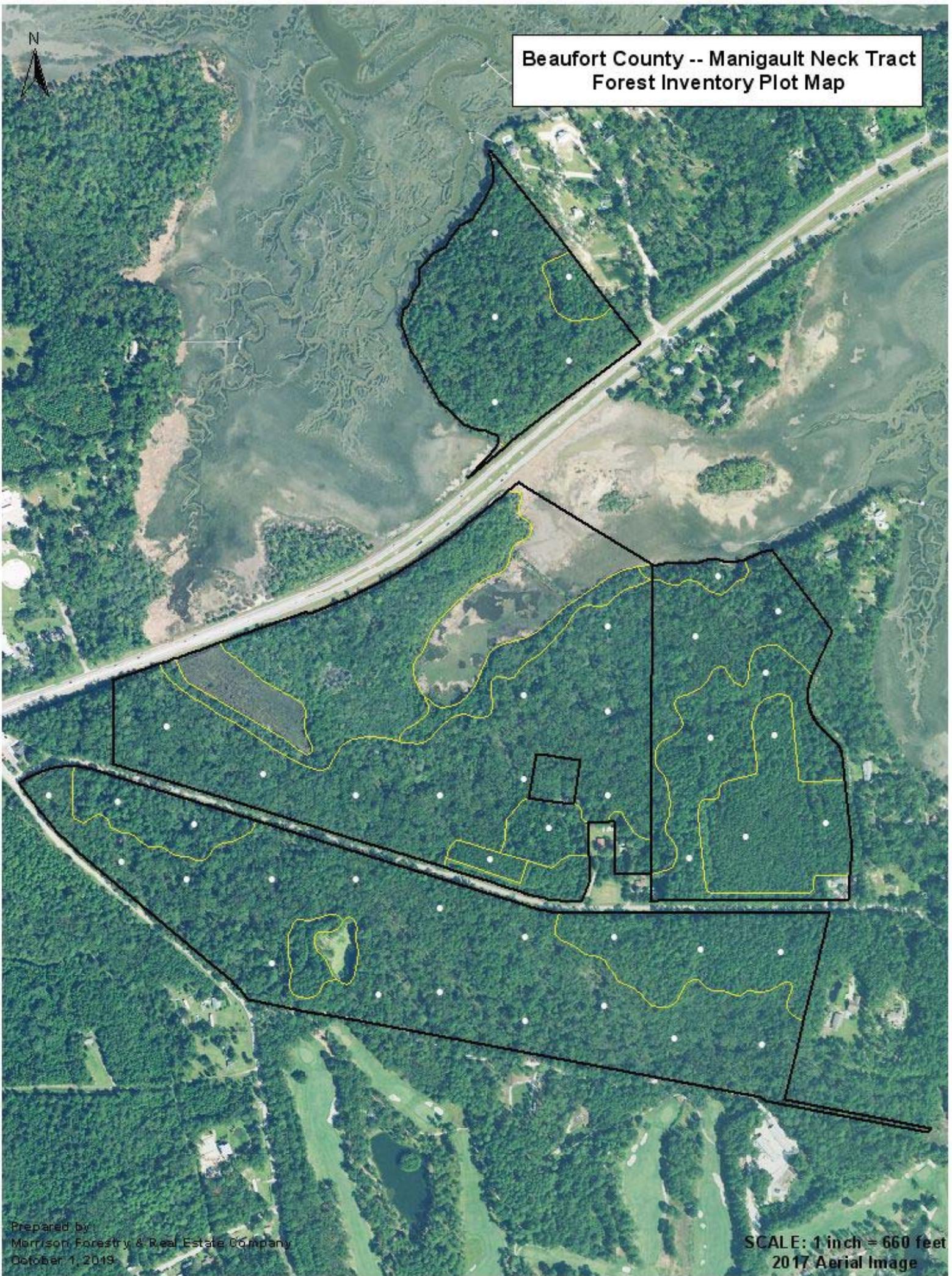
LEGEND

- Property Line
- Forest Type**
- Hardwood - Upland
- Live Oak Grove
- Marsh Forest
- Native Pine
- Natural Regeneration
- Pine Plantation
- Pine-Hardwood - Upland
- Pond
- Salt Marsh





**Beaufort County -- Manigault Neck Tract
Forest Inventory Plot Map**



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Manigault Neck Tract
October 1, 2019

Forest Type	Acres
Hardwood - Upland	141.1
Live Oak Grove	4.0
Marsh Forest	21.8
Native Pine	18.7
Natural Regeneration	2.2
Pine Plantation	16.3
Pine-Hardwood - Upland	21.0
Pond	1.3
Salt Marsh	16.6
Roads & Open Areas	1.4
Total GIS Acres	244.4

Forest Inventory Summary - Beaufort County Property
Manigault Neck Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA
1	Hardwood - Upland	60.0	14	2.3	1,094	69	6	913	679	1,474	4,235	71	13	61
2	Pine-Hardwood - Upland	21.0	5	2.4	1,450	193	92	163	44	346	2,288	109	78	34
3	Hardwood - Upland	58.0	11	1.9	475	-	-	1,831	287	1,681	4,274	74	4	81
4	Pine Plantation	1.2	1	8.3	-	-	105	-	-	-	105	88	330	-
5	Native Pine	18.7	5	2.7	2,012	220	314	-	-	144	2,690	144	154	18
6	Pine Plantation	13.1	3	2.3	304	797	460	-	-	77	1,638	125	210	10
7	Hardwood - Upland	23.1	4	1.7	-	-	88	493	209	878	1,668	72	15	85
8	Pine Plantation	2.0	1	5.0	197	23	-	-	-	38	258	129	90	50
	Live Oak Grove	4.0	-	-	-	-	-	-	-	-	-	-	-	-
	Marsh Forest	21.8	-	-	-	-	-	-	-	-	-	-	-	-
	Natural Regeneration	2.2	-	-	-	-	-	-	-	-	-	-	-	-
	Pond	1.3	-	-	-	-	-	-	-	-	-	-	-	-
	Salt Marsh	16.6	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	1.4	-	-	-	-	-	-	-	-	-	-	-	-
Total		244.4	44	2.2	5,632	1,302	1,065	3,400	1,219	4,638	17,156			

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	\$ per acre		
1	Hardwood - Upland	60.0	14	2.3	\$ 29,538	\$ 1,380	\$ 84	\$ 27,390	\$ 13,580	\$ 11,792	\$ 83,764	\$ 1,396		
2	Pine-Hardwood - Upland	21.0	5	2.4	\$ 39,150	\$ 3,860	\$ 1,288	\$ 4,890	\$ 880	\$ 2,768	\$ 52,836	\$ 2,516		
3	Hardwood - Upland	58.0	11	1.9	\$ 12,825	-	-	\$ 54,930	\$ 5,740	\$ 13,448	\$ 86,943	\$ 1,499		
4	Pine Plantation	1.2	1	8.3	-	-	\$ 1,470	-	-	-	\$ 1,470	\$ 1,225		
5	Native Pine	18.7	5	2.7	\$ 54,324	\$ 4,400	\$ 4,396	-	-	\$ 1,152	\$ 64,272	\$ 3,437		
6	Pine Plantation	13.1	3	2.3	\$ 8,208	\$ 15,940	\$ 6,440	-	-	\$ 616	\$ 31,204	\$ 2,382		
7	Hardwood - Upland	23.1	4	1.7	-	-	\$ 1,232	\$ 14,790	\$ 4,180	\$ 7,024	\$ 27,226	\$ 1,179		
8	Pine Plantation	2.0	1	0.5	\$ 5,319	\$ 460	-	-	-	\$ 304	\$ 6,083	\$ 3,042		
	Live Oak Grove	4.0	-	-	-	-	-	-	-	-	-	-		
	Marsh Forest	21.8	-	-	-	-	-	-	-	-	-	-		
	Natural Regeneration	2.2	-	-	-	-	-	-	-	-	-	-		
	Pond	1.3	-	-	-	-	-	-	-	-	-	-		
	Salt Marsh	16.6	-	-	-	-	-	-	-	-	-	-		
	Roads & Open Areas	1.4	-	-	-	-	-	-	-	-	-	-		
Total		244.4	44	2.2	\$ 149,364	\$ 26,040	\$ 14,910	\$ 102,000	\$ 24,380	\$ 37,104	\$ 353,798			

Per Unit Forest Product Value (\$/ton):
Pine Sawtimber \$ 27.00
Pine Chip & Saw \$ 20.00
Pine Pulpwood \$ 14.00
Hard Hardwood Sawtimber \$ 30.00
Soft Hardwood Sawtimber \$ 20.00
Hardwood Pulpwood \$ 8.00

**Mcleod Tract
+/- 99.6 Acres
Beaufort County North**

Mcleod Tract

- Stand 1: Acres = 11.1
Forest Type = Hardwood – Flat
Primary Species = Black Gum, Cypress, Red Maple
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of hardwoods, with moderate volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 2: Acres = 46.5
Forest Type = Hardwood – Upland
Primary Species = Magnolia, Live Oak, Loblolly Pine, Southern Red Oak, Sweetgum, Water Oak, White Oak
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of upland hardwoods, with moderate volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is mixed, with some open areas, and other thick sections of wax myrtle with native pine and hardwood regeneration. This stand currently provides wildlife values of cover and food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 3: Acres = 8.2
Forest Type = Pine Plantation
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very dense, with native pine and hardwood regeneration, and some wax myrtle. This stand currently provides wildlife values of cover.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 4: Acres = 10.1
Forest Type = Marsh Forest
Primary Species = Live Oak, Loblolly Pine, Magnolia, Palmetto
Age Class = Mature
Forest Stocking Level = Under-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of live oaks, palmettos, and native pines, with low volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Field: Acres = 19.1
Forest Type = Field
Primary Species = N/A
Age Class = N/A
Forest Stocking Level = N/A
Site/Soil Classification = Dry

» Current Condition: This stand contains open, old agricultural fields, with no trees, and therefore no volumes and values of forest products. These fields have been abandoned, and are no longer used for agriculture and farming operations.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Natural Regeneration: Acres = 3.6
Forest Type = Natural Regeneration

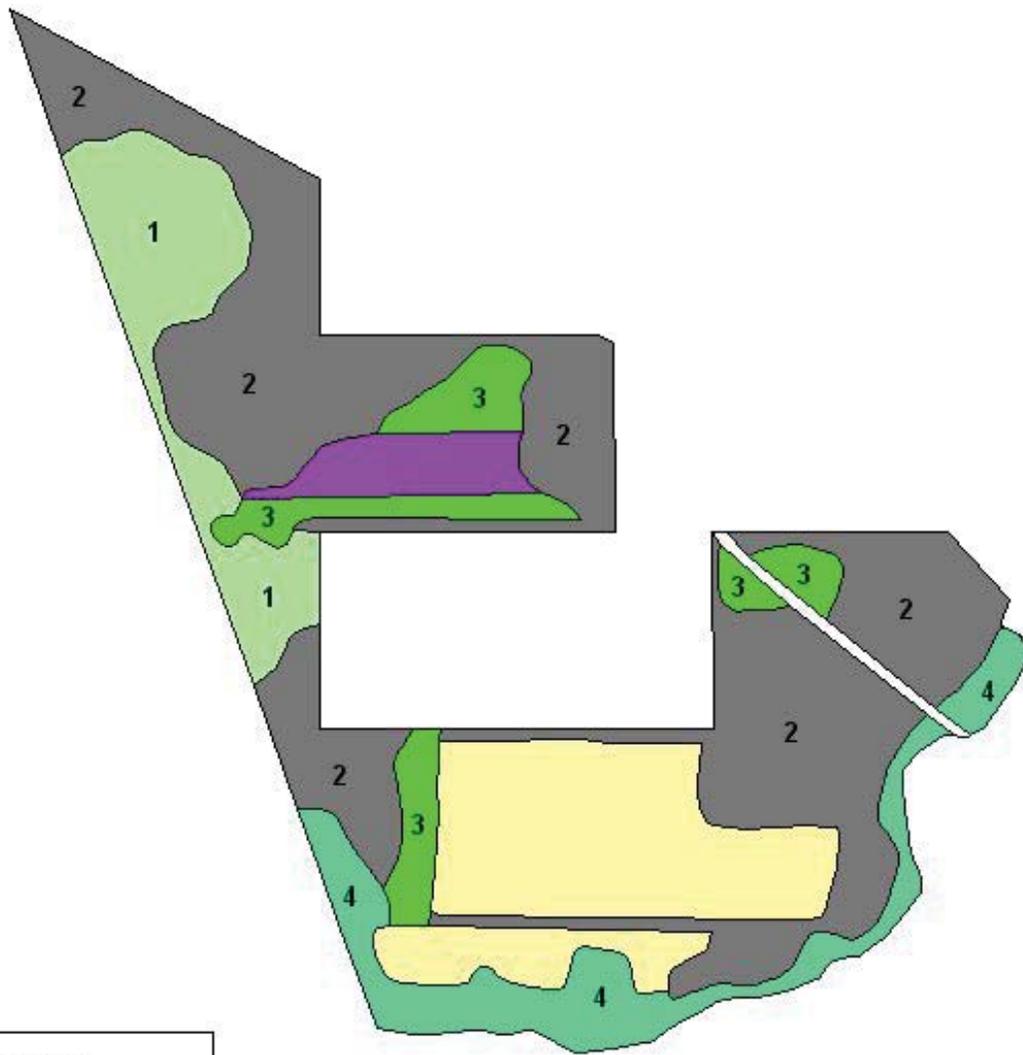
Primary Species = Sweetgum
Age Class = Intermediate
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains intermediate hardwood regeneration, with low volumes and values of forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides minimal wildlife values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



Beaufort County -- Mcleod Tract
Forest Type Map



LEGEND

- Property Line
- Forest Type
 - Field
 - Hardwood - Flat
 - Hardwood - Upland
 - Marsh Forest
 - Natural Regeneration
 - Pine Plantation

**Beaufort County -- Mcleod Tract
Forest Inventory Plot Map**



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Mcleod Tract
October 1, 2019

Forest Type	Acres
Field	19.1
Hardwood - Flat	11.1
Hardwood - Upland	46.5
Marsh Forest	10.1
Natural Regeneration	3.6
Pine Plantation	8.2
Roads & Open Areas	1.0
Total GIS Acres	99.6

Forest Inventory Summary - Beaufort County Property
Mcleod Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)								Total Volume	Tons per acre	Pine TPA	Hdwd TPA
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Hardwood Pulpwood	Total Volume				
1	Hardwood - Flat	11.1	2	1.8	109	-	-	58	57	514	738	66	7	115		
2	Hardwood - Upland	46.5	11	2.4	459	-	-	242	237	2,153	3,091	66	7	115		
3	Pine Plantation	8.2	4	4.9	439	535	170	-	-	61	1,205	147	200	20		
4	Marsh Forest	10.1	2	0.2	148	-	16	-	-	98	262	26	20	25		
	Field	19.1	-	-	-	-	-	-	-	-	-	-	-	-		
	Natural Regeneration	3.6	-	-	-	-	-	-	-	-	-	-	-	-		
	Roads & Open Areas	1.0	-	-	-	-	-	-	-	-	-	-	-	-		
Total		99.6	19	2.5	1,155	535	186	300	294	2,826	5,296					

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)								Total Value	\$ per acre
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Hardwood Pulpwood	Total Value		
1	Hardwood - Flat	11.1	2	1.8	\$ 2,943	\$ -	\$ -	\$ 1,740	\$ 1,140	\$ 4,112	\$ 9,935	\$ 895		
2	Hardwood - Upland	46.5	11	2.4	\$ 12,393	\$ -	\$ -	\$ 7,260	\$ 4,740	\$ 17,224	\$ 41,617	\$ 895		
3	Pine Plantation	8.2	4	4.9	\$ 11,853	\$ 10,700	\$ 2,380	\$ -	\$ -	\$ 488	\$ 25,421	\$ 3,100		
4	Marsh Forest	10.1	2	0.2	\$ 3,996	\$ -	\$ 224	\$ -	\$ -	\$ 784	\$ 5,004	\$ 495		
	Field	19.1	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Natural Regeneration	3.6	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Roads & Open Areas	1.0	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total		99.6	19	2.5	\$ 31,185	\$ 10,700	\$ 2,604	\$ 9,000	\$ 5,880	\$ 22,608	\$ 81,977			

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Mobley Tract
+/- 89.5 Acres
Beaufort County South

Mobley Tract

- Stand 1: Acres = 42.2
Forest Type = Native Pine
Primary Species = Loblolly Pine
Age Class = Mature
Forest Stocking Level = Under-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains mature loblolly pines, with low volumes and values of pine forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very thick, with native pine regeneration, wax myrtle, and galberry. This stand currently provides wildlife values of cover.

» Management Recommendation: Maintain this stand in its current condition for the next three years. Conduct annual prescribed burns within this stand, to reduce understory fuel loads, and reduce competition from native pine and hardwood regeneration. Over the next three years, monitor the effects of the prescribed burning program, and consider a future clearcut harvest of this forest stand. Following the completion of the potential clearcut harvest, consider site preparation and reforestation activities within the cutover site, in order to restore this site as a Longleaf Pine Plantation.

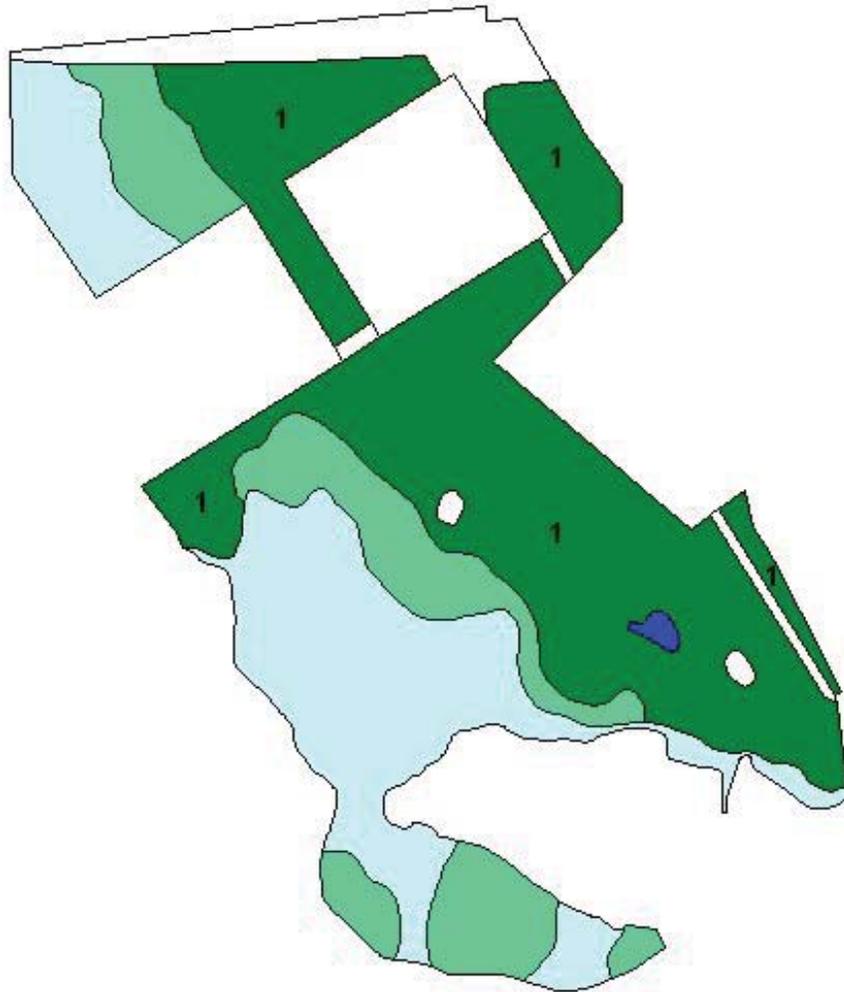
- Marsh Forest: Acres = 15.6
Forest Type = Marsh Forest
Primary Species = Eastern Red Cedar, Live Oak, Loblolly Pine, Palmetto
Age Class = Mature
Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of live oaks, palmettos, and native pines, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very thick, with sections of palmetto, native pine regeneration, and wax myrtle throughout. This stand currently provides wildlife values of cover.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



Beaufort County -- Mobley Tract
Forest Type Map



LEGEND

-  Property Line
- Forest Type**
-  Marsh Forest
-  Native Pine
-  Pond
-  Salt Marsh

**Beaufort County -- Mobley Tract
Forest Inventory Plot Map**



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Mobley Tract
October 1, 2019

Forest Type	Acres
Marsh Forest	15.6
Native Pine	42.2
Pond	0.3
Salt Marsh	24.8
Roads & Open Areas	6.6
Total GIS Acres	89.5

Forest Inventory Summary - Beaufort County Property
Mobley Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)										
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA	
1	Native Pine	42.2	9	2.1	628	50	240	-	-	-	173	1,091	26	32	10
	Marsh Forest	15.6	-	-	-	-	-	-	-	-	-	-	-	-	-
	Pond	0.3	-	-	-	-	-	-	-	-	-	-	-	-	-
	Salt Marsh	24.8	-	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	6.6	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		89.5	9	2.1	628	50	240	-	-	-	173	1,091	-	-	-

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	\$ per acre		
1	Native Pine	42.2	9	2.1	\$ 16,956	\$ 1,000	\$ 3,360	\$ -	\$ -	\$ -	\$ 1,384	\$ 22,700	\$ 538	
	Marsh Forest	15.6	-	-	-	-	-	-	-	-	-	-	-	
	Pond	0.3	-	-	-	-	-	-	-	-	-	-	-	
	Salt Marsh	24.8	-	-	-	-	-	-	-	-	-	-	-	
	Roads & Open Areas	6.6	-	-	-	-	-	-	-	-	-	-	-	
Total		89.5	9	2.1	\$ 16,956	\$ 1,000	\$ 3,360	\$ -	\$ -	\$ -	\$ 1,384	\$ 22,700	\$ -	

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

New Riverside Tract
+/- 760.1 Acres
Beaufort County South

New Riverside Tract

- Stand 1: Acres = 30.3
Forest Type = Pine-Hardwood – Flat
Primary Species = Loblolly Pine, Sweetgum, Red Maple, Water Oak
Age Class = Intermediate
Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of intermediate pines and hardwoods, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 2: Acres = 65.3
Forest Type = Pine – Flat
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains intermediate pines, with high volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively thick, with thickets of understory palmetto throughout. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 125 TPA. Conduct periodic prescribed burns within this stand.

- Stand 3: Acres = 8.7
Forest Type = Pine-Hardwood – Flat
Primary Species = Loblolly Pine, Sweetgum, Red Maple, Water Oak
Age Class = Intermediate
Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of intermediate pines and hardwoods, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 4: Acres = 63.7
Forest Type = Pine Plantation
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very dense, with native pine regeneration and wax myrtle. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 125 TPA. Conduct periodic prescribed burns within this stand.

- Stand 5: Acres = 27.5
Forest Type = Pine Plantation
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very dense, with native pine regeneration, wax myrtle, galberry, and fetterbush. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 125 TPA. Conduct periodic prescribed burns within this stand.

• Stand 6:

Acres = 12.5

Forest Type = Pine-Hardwood – Flat

Primary Species = Loblolly Pine, Sweetgum, Red Maple, Water Oak

Age Class = Intermediate

Forest Stocking Level = Medium-Stocked

Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of intermediate pines and hardwoods, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very dense, with thickets of Saw Palmetto and bay trees. This stand currently provides wildlife values of cover, food, and water sources.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

• Stand 7:

Acres = 28.6

Forest Type = Pine – Flat

Primary Species = Loblolly Pine

Age Class = Intermediate

Forest Stocking Level = Well-Stocked

Site/Soil Classification = Transition

» Current Condition: This stand contains intermediate pines, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively thick, with thickets of understory palmetto throughout. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 125 TPA. Conduct periodic prescribed burns within this stand.

• Stand 8:

Acres = 11.8

Forest Type = Pine-Hardwood – Flat
Primary Species = Loblolly Pine, Sweetgum, Red Maple, Water Oak,
White Oak
Age Class = Intermediate
Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of intermediate pines and hardwoods, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very dense, with thickets of Saw Palmetto and bay trees. This stand currently provides wildlife values of cover, food, and water sources.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 9: Acres = 43.1
Forest Type = Pine Plantation
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very dense, with native pine regeneration and some wax myrtle. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 125 TPA. Conduct periodic prescribed burns within this stand.

- Hardwood – Bottomland: Acres = 142.0
Forest Type = Hardwood – Bottomland
Primary Species = Black Gum, Cypress, Sweetgum, Red Maple, Water Oak
Age Class = Premerchantable
Forest Stocking Level = Premerchantable
Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of bottomland hardwoods. This stand is currently premerchantable, with no volumes or values of hardwood forest products. A clearcut harvest was last performed within this stand +/- 25 years ago. The stand understory is mostly dense, with thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

• Marsh Forest:

Acres = 51.6

Forest Type = Marsh Forest

Primary Species = Eastern Red Cedar, Live Oak, Loblolly Pine, Palmetto

Age Class = Mature

Forest Stocking Level = Well-Stocked

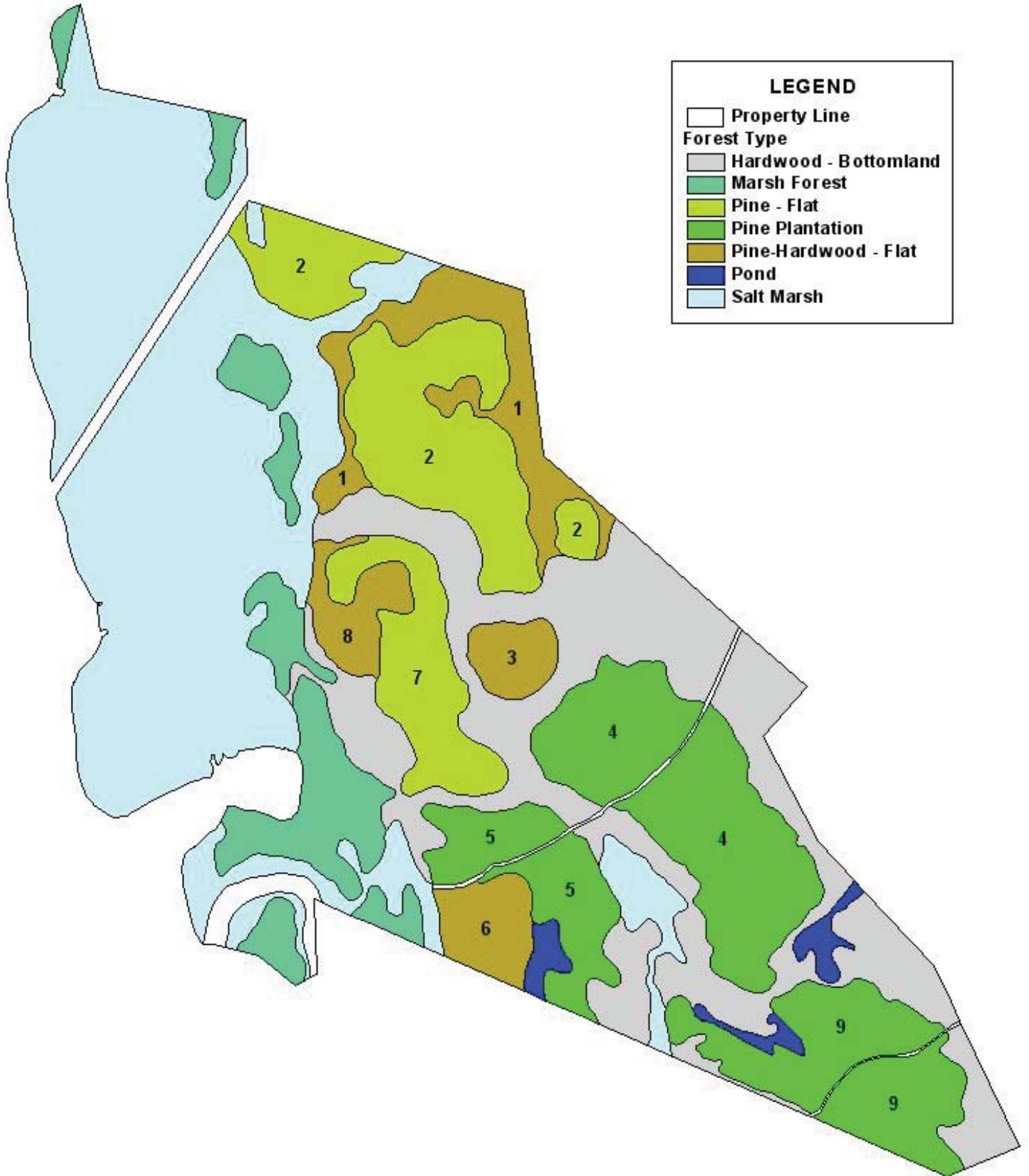
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of live oaks, palmettos, and native pines, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very thick, with sections of palmetto thickets and wax myrtle throughout. This stand currently provides wildlife values of cover and food, along with aesthetic values.

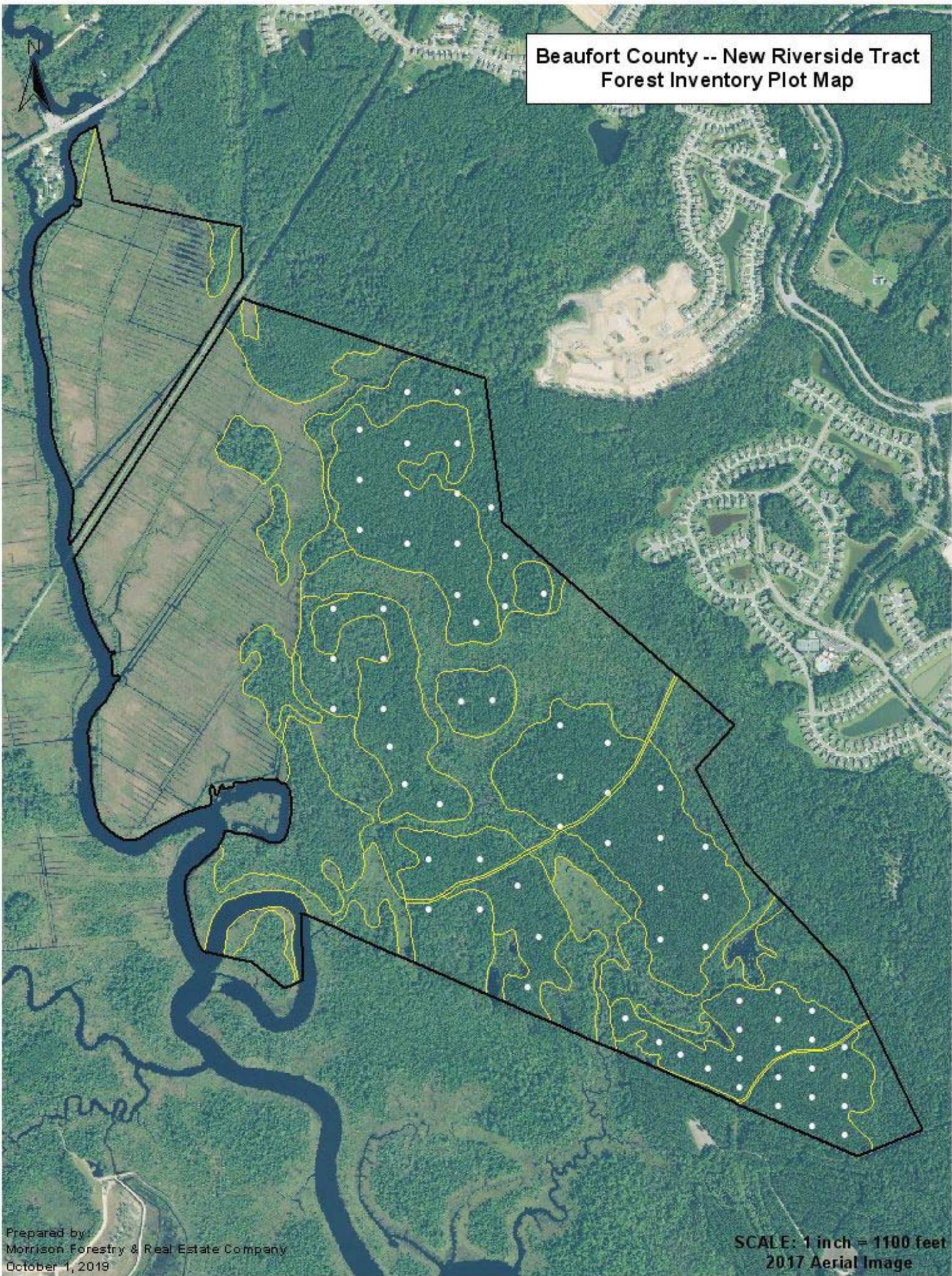
» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



Beaufort County -- New Riverside Tract
Forest Type Map



**Beaufort County -- New Riverside Tract
Forest Inventory Plot Map**



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
New Riverside Tract
October 1, 2019

Forest Type	Acres
Hardwood - Bottomland	142.0
Marsh Forest	51.6
Pine - Flat	93.9
Pine Planation	134.3
Pine-Hardwood - Flat	63.3
Pond	9.0
Salt Marsh	257.7
Roads & Open Areas	8.3
Total GIS Acres	760.1

Forest Inventory Summary - Beaufort County Property
New Riverside Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA
1	Pine-Hardwood - Flat	30.3	5	1.7	261	877	545	-	-	229	1,912	63	128	22
2	Pine - Flat	65.3	12	1.8	232	2,323	4,483	-	-	211	7,249	111	402	4
3	Pine-Hardwood - Flat	8.7	2	2.3	142	120	190	-	-	163	615	71	130	30
4	Pine Plantation	63.7	13	2.0	1,808	3,021	2,467	-	-	-	7,296	115	269	-
5	Pine Plantation	27.5	5	1.8	1,028	1,760	1,158	-	-	57	4,003	146	310	4
6	Pine-Hardwood - Flat	12.5	2	1.6	260	115	112	-	-	305	792	63	85	45
7	Pine - Flat	28.6	6	2.1	627	1,485	1,485	-	-	59	2,396	84	295	5
8	Pine-Hardwood - Flat	11.8	3	2.5	-	77	116	-	-	539	732	62	63	70
9	Pine Plantation	43.1	22	5.1	1,265	1,913	2,084	-	-	-	5,262	122	286	-
	Hardwood - Bottomland	142.0	-	-	-	-	-	-	-	-	-	-	-	-
	Marsh Forest	51.6	-	-	-	-	-	-	-	-	-	-	-	-
	Pond	9.0	-	-	-	-	-	-	-	-	-	-	-	-
	Salt Marsh	257.7	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	8.3	-	-	-	-	-	-	-	-	-	-	-	-
Total		760.1	70	2.4	5,221	10,833	12,640	-	-	1,563	-	-	-	30,257

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	Total Value	\$ per acre	
1	Pine-Hardwood - Flat	30.3	5	1.7	\$ 7,047	\$ 17,540	\$ 7,630	\$ -	\$ -	\$ 1,832	\$ 34,049	\$ 1,124	\$ -	\$ 1,124
2	Pine - Flat	65.3	12	1.8	6,264	46,460	62,762	-	-	1,688	117,174	1,794	-	1,794
3	Pine-Hardwood - Flat	8.7	2	2.3	3,834	2,400	2,660	-	-	1,304	10,198	1,172	-	1,172
4	Pine Plantation	63.7	13	2.0	48,816	60,420	34,538	-	-	-	143,774	2,257	-	2,257
5	Pine Plantation	27.5	5	1.8	27,756	35,200	16,212	-	-	456	79,624	2,895	-	2,895
6	Pine-Hardwood - Flat	12.5	2	1.6	7,020	2,300	1,568	-	-	2,440	13,328	1,066	-	1,066
7	Pine - Flat	28.6	6	2.1	6,075	12,540	20,790	-	-	472	39,877	1,394	-	1,394
8	Pine-Hardwood - Flat	11.8	3	2.5	-	1,540	1,624	-	-	4,312	7,476	634	-	634
9	Pine Plantation	43.1	22	5.1	34,155	38,260	29,176	-	-	-	101,591	2,357	-	2,357
	Hardwood - Bottomland	142.0	-	-	-	-	-	-	-	-	-	-	-	-
	Marsh Forest	51.6	-	-	-	-	-	-	-	-	-	-	-	-
	Pond	9.0	-	-	-	-	-	-	-	-	-	-	-	-
	Salt Marsh	257.7	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	8.3	-	-	-	-	-	-	-	-	-	-	-	-
Total		760.1	70	2.4	\$ 140,967	\$ 216,660	\$ 176,960	\$ -	\$ -	\$ 12,504	\$ 547,091	\$ -	\$ -	\$ 547,091

Per Unit Forest Product Value (\$/ton):
Pine Sawtimber \$ 27.00
Pine Chip & Saw \$ 20.00
Pine Pulpwood \$ 14.00
Hard Hardwood Sawtimber \$ 30.00
Soft Hardwood Sawtimber \$ 20.00
Hardwood Pulpwood \$ 8.00

Okatie Evergreen & New Leaf Tracts
+/- 109.8 Acres
Beaufort County South

Okatie Evergreen & New Leaf Tracts

- Stand 1:
 - Acres = 26.2
 - Forest Type = Pine Plantation
 - Primary Species = Loblolly Pine
 - Age Class = Intermediate
 - Forest Stocking Level = Well-Stocked
 - Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with moderate volumes and values of pine forest products. A selective first thinning harvest was previously conducted within this stand. The stand understory is very dense, with native pine and hardwood regeneration, and some wax myrtle. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 50 TPA. Conduct periodic prescribed burns within this stand.

- Stand 2:
 - Acres = 29.2
 - Forest Type = Hardwood – Flat
 - Primary Species = American Holly, Live Oak, Magnolia, Southern Red Oak, Sweetgum, Water Oak, Yellow Poplar
 - Age Class = Mature
 - Forest Stocking Level = Medium-Stocked
 - Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of hardwoods, with low volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 3:
 - Acres = 17.1
 - Forest Type = Hardwood – Upland
 - Primary Species = Hickory, Live Oak, Magnolia, Sweetgum, Water Oak, Willow Oak
 - Age Class = Mature

Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of upland hardwoods, with moderate volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. Conduct periodic prescribed burns within this stand.

- Stand 4: Acres = 19.3
Forest Type = Hardwood – Bottomland
Primary Species = Black Gum, Red Maple, Sweetgum, Yellow Poplar
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Wet

» Current Condition: This stand contains a mixture of bottomland hardwoods, with high volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

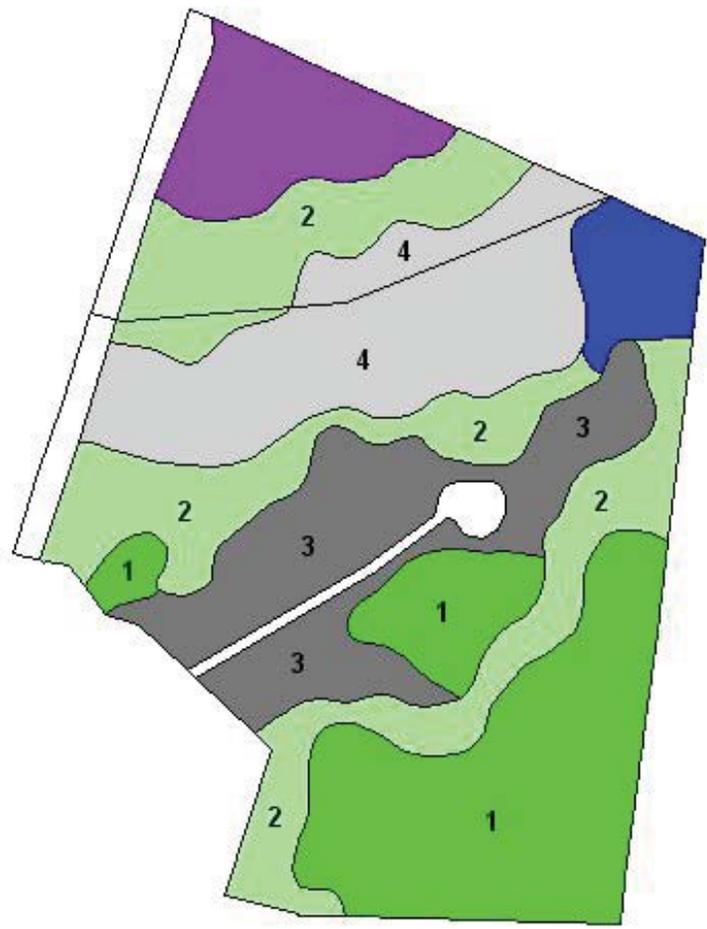
- Natural Regeneration: Acres = 8.2
Forest Type = Natural Regeneration
Primary Species = Loblolly Pine
Age Class = Premerchtable
Forest Stocking Level = Premerchtable
Site/Soil Classification = Dry

» Current Condition: This stand contains young natural pine regeneration, with low volumes and values of forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very thick with native pine regeneration. This stand currently provides wildlife values of cover.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



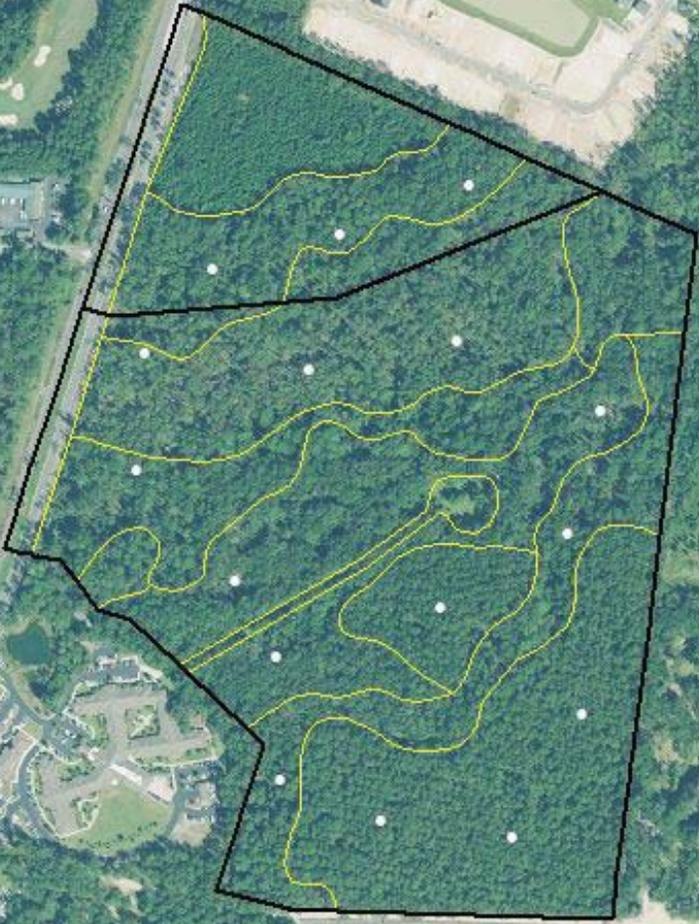
**Beaufort County -- Okatie Evergreen & New Leaf Tracts
Forest Type Map**



LEGEND

- Property Line
- Forest Type**
- Hardwood - Bottomland
- Hardwood - Flat
- Hardwood - Upland
- Natural Regeneration
- Pine Plantation
- Pond

**Beaufort County -- Okatie Evergreen & New Leaf Tracts
Forest Inventory Plot Map**



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Okatie Evergreen & New Leaf Tracts
October 1, 2019

Forest Type	Acres
Hardwood - Bottomland	19.3
Hardwood - Flat	29.2
Hardwood - Upland	17.1
Natural Regeneration	8.2
Pine Plantation	26.2
Pond	4.1
Roads & Open Areas	5.7
Total GIS Acres	109.8

Forest Inventory Summary - Beaufort County Property
Okatie Evergreen & New Leaf Tracts
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA
1	Pine Plantation	26.2	4	1.5	1,457	598	159	-	-	380	2,594	99	95	37
2	Hardwood - Flat	29.2	6	2.1	71	-	99	425	264	565	1,424	49	8	55
3	Hardwood - Upland	17.1	3	1.8	517	40	52	245	-	198	1,052	62	33	43
4	Hardwood - Bottomland	19.3	3	1.6	-	-	-	-	807	1,009	1,816	94	-	130
	Natural Regeneration Pond	8.2	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	4.1	-	-	-	-	-	-	-	-	-	-	-	-
		5.7	-	-	-	-	-	-	-	-	-	-	-	-
Total		109.8	16	1.7	2,045	638	310	670	1,071	2,152	6,886			

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	Total Value	\$	\$
1	Pine Plantation	26.2	4	1.5	\$ 39,339	\$ 11,960	\$ 2,226	\$ -	\$ -	\$ -	\$ 56,565	\$ -	\$ 2,159	
2	Hardwood - Flat	29.2	6	2.1	1,917	-	1,386	12,750	5,280	4,520	25,853	885	885	
3	Hardwood - Upland	17.1	3	1.8	13,959	800	728	7,350	-	1,584	24,421	1,428	1,428	
4	Hardwood - Bottomland	19.3	3	1.6	-	-	-	-	16,140	8,072	24,212	1,255	1,255	
	Natural Regeneration Pond	8.2	-	-	-	-	-	-	-	-	-	-	-	
	Roads & Open Areas	4.1	-	-	-	-	-	-	-	-	-	-	-	
		5.7	-	-	-	-	-	-	-	-	-	-	-	
Total		109.8	16	1.7	\$ 55,215	\$ 12,760	\$ 4,340	\$ 20,100	\$ 21,420	\$ 17,216	\$ 131,051			

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Okatie Marsh & Olsen Tracts
+/- 209.2 Acres
Beaufort County South

Okatie Marsh & Olsen Tracts

- Stand 1:
 - Acres = 39.2
 - Forest Type = Native Pine
 - Primary Species = Loblolly Pine
 - Age Class = Intermediate
 - Forest Stocking Level = Over-Stocked
 - Site/Soil Classification = Dry

» Current Condition: This stand contains intermediate loblolly pines, with moderate volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with some scattered native understory hardwoods. This stand currently provides wildlife values of food.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 90 TPA. Conduct periodic prescribed burns within this stand.

- Stand 2:
 - Acres = 38.3
 - Forest Type = Pine Plantation
 - Primary Species = Loblolly Pine
 - Age Class = Intermediate
 - Forest Stocking Level = Well-Stocked
 - Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with moderate volumes and values of pine forest products. Selective thinning harvesting activities were previously conducted within this stand. The stand understory is very dense, with heavy native pine regeneration. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a clearcut harvest to remove all trees from this stand. Following the completion of the clearcut harvest, perform site preparation activities within the cutover site, and reforest the site with a Longleaf Pine Plantation.

- Stand 3:
 - Acres = 3.0
 - Forest Type = Pine Plantation
 - Primary Species = Loblolly Pine
 - Age Class = Intermediate
 - Forest Stocking Level = Over-Stocked

Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very dense with native pine regeneration. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a clearcut harvest to remove all trees from this stand. Following the completion of the clearcut harvest, perform site preparation activities within the cutover site, and reforest the site with a Longleaf Pine Plantation.

- Stand 4: Acres = 6.8
Forest Type = Hardwood – Upland
Primary Species = Magnolia, Sweetgum, Water Oak
Age Class = Intermediate
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of upland hardwoods, with moderate volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 5: Acres = 4.8
Forest Type = Native Pine
Primary Species = Loblolly Pine
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains mature loblolly pines, with high volumes and values of pine forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, with some scattered native understory hardwoods. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. Conduct periodic prescribed burns within this stand.

- Stand 6: Acres = 40.2
Forest Type = Pine-Hardwood – Upland
Primary Species = Loblolly Pine, Live Oak, Sweetgum, Water Oak, White Oak
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of mature pines and hardwoods, with high volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 7: Acres = 4.3
Forest Type = Native Pine
Primary Species = Loblolly Pine
Age Class = Mature
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains mature loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is relatively open, with some scattered native understory hardwoods and native pine regeneration. This stand currently provides wildlife values of cover.

» Management Recommendation: Perform a silviculture improvement harvest of this forest stand. Specifically, conduct a selective thinning harvest to remove diseased and suppressed pine trees from this stand, in order to improve forest health and stocking levels. The residual tree per acre target following this harvest is 50 TPA. Conduct periodic prescribed burns within this stand.

- Stand 8: Acres = 7.5
Forest Type = Hardwood – Upland
Primary Species = Hickory, Magnolia, Southern Red Oak, Sweetgum
Age Class = Mature

Forest Stocking Level = Medium-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of upland hardwoods, with low volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 9: Acres = 20.7
Forest Type = Native Pine
Primary Species = Loblolly Pine
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains mature loblolly pines, with high volumes and values of pine forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very dense, with some native pine regeneration and wax myrtle. This stand currently provides wildlife values of cover.

» Management Recommendation: Maintain this stand in its current condition. Conduct periodic prescribed burns within this stand.

- Stand 10: Acres = 11.7
Forest Type = Pine-Hardwood – Upland
Primary Species = Loblolly Pine, Live Oak, Sweetgum, Water Oak, White Oak
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of mature pines and hardwoods, with high volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Field: Acres = 1.3
Forest Type = Field
Primary Species = N/A
Age Class = N/A
Forest Stocking Level = N/A
Site/Soil Classification = Dry
 - » Current Condition: This stand contains open, old agricultural fields, with no trees, and therefore no volumes and values of forest products. These fields have been abandoned, and are no longer used for agriculture and farming operations.
 - » Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Gum Pond: Acres = 1.3
Forest Type = Gum Pond
Primary Species = Black Gum, Sweetgum, Red Maple
Age Class = Intermediate
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Wet
 - » Current Condition: This stand contains a mixture of bottomland gums and maples, with no volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food and water sources, along with aesthetic values.
 - » Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Live Oak Grove: Acres = 6.0
Forest Type = Live Oak Grove
Primary Species = Live Oak, Palmetto
Age Class = N/A
Forest Stocking Level = N/A
Site/ Soil Classification = Dry
 - » Current Condition: This stand contains a grove of live oaks, with no volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

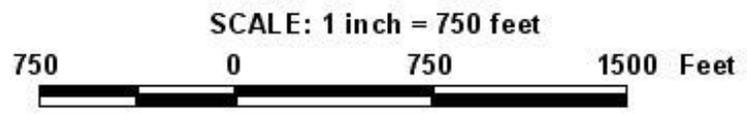


Beaufort County -- Okatie Marsh & Olsen Tracts
Forest Type Map



LEGEND

-  Property Line
- Forest Type**
-  Field
-  Gum Pond
-  Hardwood - Upland
-  Home Site
-  Live Oak Grove
-  Native Pine
-  Pine Plantation
-  Pine-Hardwood - Upland
-  Pond



Beaufort County -- Okatie Marsh & Olsen Tracts
Forest Inventory Plot Map



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Okatie Marsh & Olsen Tracts
October 1, 2019

Forest Type	Acres
Field	1.3
Gum Pond	1.3
Hardwood - Upland	14.3
Home Site	9.0
Live Oak Grove	6.0
Native Pine	69.0
Pine Plantation	41.3
Pine-Hardwood - Upland	51.9
Pond	3.5
Roads & Open Areas	11.6
Total GIS Acres	209.2

Forest Inventory Summary - Beaufort County Property
Okatie Marsh & Olsen Tracts
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)										
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA	
1	Native Pine	39.2	8	2.0	897	1,606	890	136	-	-	297	3,826	98	161	15
2	Pine Plantation	38.3	10	2.6	2,223	-	290	-	-	-	151	2,664	70	86	15
3	Pine Plantation	3.0	1	3.3	233	43	55	-	-	-	-	-	110	130	-
4	Hardwood - Upland	6.8	1	1.5	85	17	-	-	-	-	389	505	74	20	140
5	Native Pine	4.8	2	4.2	506	155	36	-	-	-	124	647	135	70	55
6	Pine-Hardwood - Upland	40.2	8	2.0	2,540	340	36	400	-	-	608	3,739	93	40	34
7	Native Pine	4.3	2	4.7	571	85	-	-	-	-	10	669	156	115	10
8	Hardwood - Upland	7.5	3	4.0	104	-	-	52	40	-	144	340	45	7	47
9	Native Pine	20.7	5	2.4	2,353	-	55	-	-	-	439	2,847	138	52	40
10	Pine-Hardwood - Upland	11.7	2	1.7	601	-	-	85	114	-	149	949	81	20	40
	Field	1.3	-	-	-	-	-	-	-	-	-	-	-	-	-
	Gum Pond	1.3	-	-	-	-	-	-	-	-	-	-	-	-	-
	Home Site	9.0	-	-	-	-	-	-	-	-	-	-	-	-	-
	Live Oak Grove	6.0	-	-	-	-	-	-	-	-	-	-	-	-	-
	Pond	3.5	-	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	11.6	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		209.2	42	2.4	10,113	1,937	13,329	673	154	2,311	16,517				

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	Total Value	\$ per acre	\$ per acre
1	Native Pine	39.2	8	2.0	\$ 24,219	\$ 32,120	\$ 12,460	\$ 4,080	\$ -	\$ -	\$ 2,376	\$ 75,255	\$ -	\$ 1,920
2	Pine Plantation	38.3	10	2.6	60,021	-	4,060	-	-	-	1,208	65,289	1,705	2,640
3	Pine Plantation	3.0	1	3.3	6,291	860	770	-	-	-	7,921	6,027	886	886
4	Hardwood - Upland	6.8	1	1.5	2,295	620	-	-	-	-	3,112	14,994	3,124	3,124
5	Native Pine	4.8	2	4.2	13,662	340	-	-	-	-	992	89,048	2,215	2,215
6	Pine-Hardwood - Upland	40.2	8	2.0	68,580	3,100	504	12,000	-	-	4,864	17,239	4,009	843
7	Native Pine	4.3	2	4.7	15,417	1,700	42	-	-	-	80	6,320	843	843
8	Hardwood - Upland	7.5	3	4.0	2,808	-	-	1,560	800	-	3,512	67,813	3,276	3,276
9	Native Pine	20.7	5	2.4	63,531	-	770	-	-	-	1,192	22,249	1,902	1,902
10	Pine-Hardwood - Upland	11.7	2	1.7	16,227	-	-	2,550	2,280	-	-	-	-	-
	Field	1.3	-	-	-	-	-	-	-	-	-	-	-	-
	Gum Pond	1.3	-	-	-	-	-	-	-	-	-	-	-	-
	Home Site	9.0	-	-	-	-	-	-	-	-	-	-	-	-
	Live Oak Grove	6.0	-	-	-	-	-	-	-	-	-	-	-	-
	Pond	3.5	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	11.6	-	-	-	-	-	-	-	-	-	-	-	-
Total		209.2	42	2.4	\$ 273,051	\$ 38,740	\$ 18,606	\$ 20,190	\$ 3,080	\$ 18,488	\$ 372,155			

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Okatie Regional Preserve Tract
+/- 189.9 Acres
Beaufort County South

Okatie Regional Preserve Tract

- Stand 1: Acres = 30.4
Forest Type = Pine-Hardwood – Upland
Primary Species = Hickory, Loblolly Pine, Southern Red Oak, White Oak
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains a mixture of mature pines and hardwoods, with high volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, with some sections of native pine regeneration and wax myrtle. This stand currently provides wildlife values of cover and food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 2: Acres = 24.7
Forest Type = Pine-Hardwood – Flat
Primary Species = Live Oak, Loblolly Pine, Palmetto, Swamp Chestnut Oak, Sweetgum, Water Oak, Willow Oak
Age Class = Mature
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of mature pines and hardwoods, with high volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 3: Acres = 24.6
Forest Type = Hardwood – Flat
Primary Species = American Holly, Laurel Oak, Live Oak, Swamp Chestnut Oak, Sweetgum, Water Oak, Willow Oak
Age Class = Mature
Forest Stocking Level = Well-Stocked
Site/Soil Classification = Transition

» Current Condition: This stand contains a mixture of hardwoods, with high volumes and values of hardwood forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, but some sections contain thickets of Saw Palmetto. This stand currently provides wildlife values of cover, food, and water sources.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 4: Acres = 6.7
Forest Type = Pine Plantation
Primary Species = Loblolly Pine
Age Class = Intermediate
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains planted loblolly pines, with high volumes and values of pine forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very dense, with native pine and hardwood regeneration, and some wax myrtle. This stand currently provides wildlife values of cover.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 5: Acres = 16.0
Forest Type = Native Pine
Primary Species = Loblolly Pine
Age Class = Mature
Forest Stocking Level = Over-Stocked
Site/Soil Classification = Dry

» Current Condition: This stand contains mature loblolly pines, with high volumes and values of pine forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, with some scattered native understory hardwoods. This stand currently provides wildlife values of food.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Stand 6: Acres = 12.4
 Forest Type = Native Pine
 Primary Species = Loblolly Pine
 Age Class = Mature
 Forest Stocking Level = Over-Stocked
 Site/Soil Classification = Dry
 - » Current Condition: This stand contains mature loblolly pines, with high volumes and values of pine forest products. No recent harvesting activities have been conducted within this stand. The stand understory is relatively open, with some scattered native understory hardwoods. This stand currently provides wildlife values of food, along with aesthetics.
 - » Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

- Marsh Forest: Acres = 3.8
 Forest Type = Marsh Forest
 Primary Species = Eastern Red Cedar, Live Oak, Loblolly Pine, Palmetto
 Age Class = Mature
 Forest Stocking Level = Well-Stocked
 Site/Soil Classification = Transition
 - » Current Condition: This stand contains a mixture of live oaks, palmettos, and native pines, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very thick, with sections of palmetto thickets and wax myrtle throughout. This stand currently provides wildlife values of cover and food, along with aesthetic values.
 - » Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

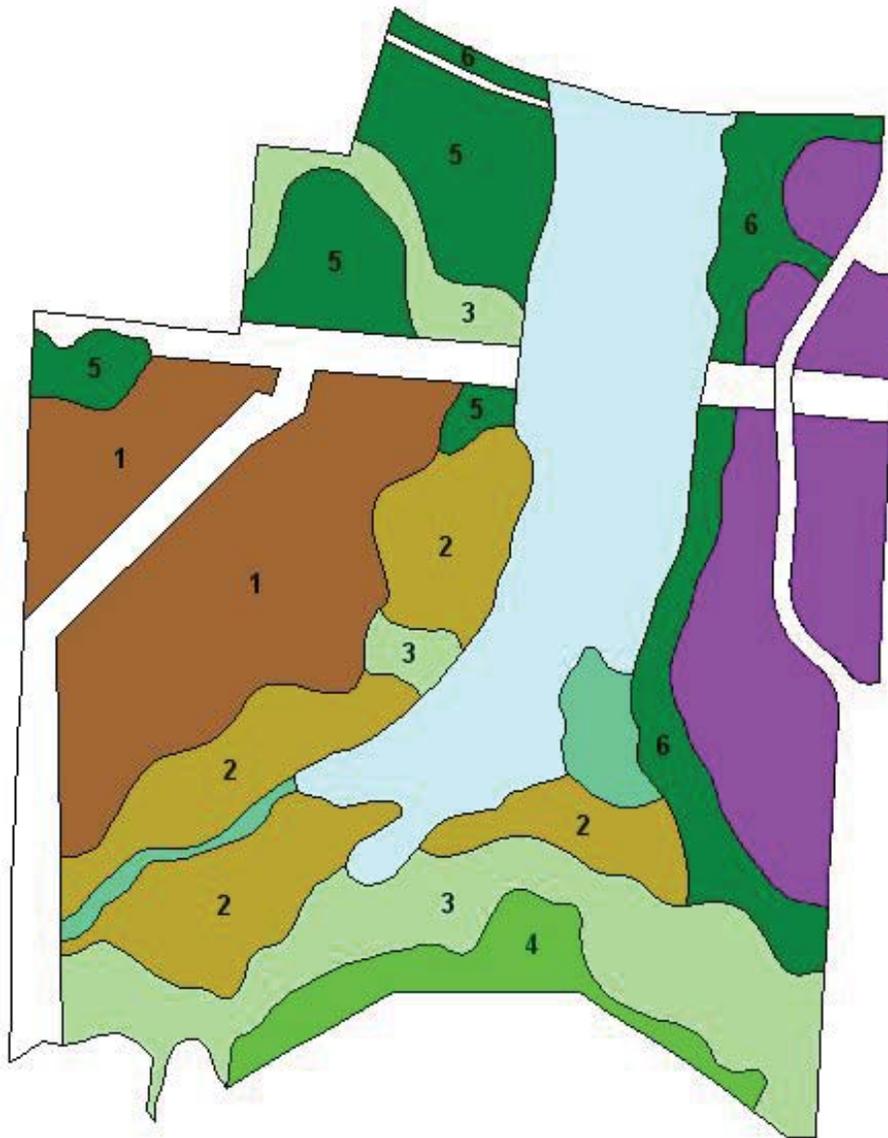
- Natural Regeneration: Acres = 23.0
 Forest Type = Natural Regeneration
 Primary Species = Loblolly Pine
 Age Class = Premerchantable
 Forest Stocking Level = Premerchantable
 Site/Soil Classification = Dry
 - » Current Condition: This stand contains young natural pine regeneration, with low volumes and values of forest

products. No previous harvesting activities have been conducted within this stand. The stand understory is very thick with native pine regeneration. This stand currently provides wildlife values of cover.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



Beaufort County -- Okatie Regional Preserve Tract
Forest Type Map



LEGEND

-  Property Line
- Forest Type**
-  Hardwood - Flat
-  Marsh Forest
-  Native Pine
-  Natural Regeneration
-  Pine Plantation
-  Pine-Hardwood - Flat
-  Pine-Hardwood - Upland
-  Salt Marsh

Beaufort County -- Okatie Regional Preserve Tract
Forest Inventory Plot Map



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Okatie Regional Preserve Tract
October 1, 2019

Forest Type	Acres
Hardwood - Flat	24.6
Marsh Forest	3.8
Native Pine	28.4
Natural Regeneration	23.0
Pine Plantation	6.7
Pine-Hardwood - Flat	24.7
Pine-Hardwood - Upland	30.4
Salt Marsh	33.4
Roads & Open Areas	14.9
Total GIS Acres	189.9

Forest Inventory Summary - Beaufort County Property
Okatie Regional Preserve Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA
1	Pine-Hardwood - Upland	30.4	7	2.3	1,830	-	93	548	175	691	3,337	110	25	53
2	Pine-Hardwood - Flat	24.7	4	1.6	2,483	61	91	-	-	372	3,007	122	68	32
3	Hardwood - Flat	24.6	4	1.6	290	-	49	680	720	655	2,394	97	10	85
4	Pine Plantation	6.7	2	3.0	392	487	180	-	-	-	1,059	158	245	-
5	Native Pine	16.0	4	2.5	1,226	104	34	218	-	470	2,052	128	55	65
6	Native Pine	12.4	4	3.2	1,003	217	156	-	-	170	1,546	125	110	25
	Marsh Forest	3.8	-	-	-	-	-	-	-	-	-	-	-	-
	Natural Regeneration	23.0	-	-	-	-	-	-	-	-	-	-	-	-
	Salt Marsh	33.4	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	14.9	-	-	-	-	-	-	-	-	-	-	-	-
Total		189.9	25	2.2	7,224	869	603	1,446	895	2,358	13,395			

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	\$ per acre	\$	\$
1	Pine-Hardwood - Upland	30.4	7	2.3	\$ 49,410	\$ -	\$ 1,302	\$ 16,440	\$ 3,500	\$ 5,528	\$ 76,180	\$ 2,506	\$ -	\$ -
2	Pine-Hardwood - Flat	24.7	4	1.6	67,041	1,220	1,274	-	-	2,976	72,511	2,936	-	-
3	Hardwood - Flat	24.6	4	1.6	7,830	-	686	20,400	14,400	5,240	48,556	1,974	-	-
4	Pine Plantation	6.7	2	3.0	10,584	9,740	2,520	-	-	-	22,844	3,410	-	-
5	Native Pine	16.0	4	2.5	33,102	2,080	476	6,540	-	3,760	45,958	2,872	-	-
6	Native Pine	12.4	4	3.2	27,081	4,340	2,184	-	-	1,360	34,965	2,820	-	-
	Marsh Forest	3.8	-	-	-	-	-	-	-	-	-	-	-	-
	Natural Regeneration	23.0	-	-	-	-	-	-	-	-	-	-	-	-
	Salt Marsh	33.4	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	14.9	-	-	-	-	-	-	-	-	-	-	-	-
Total		189.9	25	2.2	\$ 195,048	\$ 17,380	\$ 8,442	\$ 43,380	\$ 17,900	\$ 18,864	\$ 301,014			

Per Unit Forest Product Value (\$/ton):

Pine Sawtimber	\$ 27.00
Pine Chip & Saw	\$ 20.00
Pine Pulpwood	\$ 14.00
Hard Hardwood Sawtimber	\$ 30.00
Soft Hardwood Sawtimber	\$ 20.00
Hardwood Pulpwood	\$ 8.00

Pinckney Point Tract
+/- 233.4 Acres
Beaufort County South

» Current Condition: This stand contains a grove of live oaks, with no volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.

• Natural Regeneration:

Acres = 14.6

Forest Type = Natural Regeneration

Primary Species = Loblolly Pine

Age Class = Premerchantable

Forest Stocking Level = Premerchantable

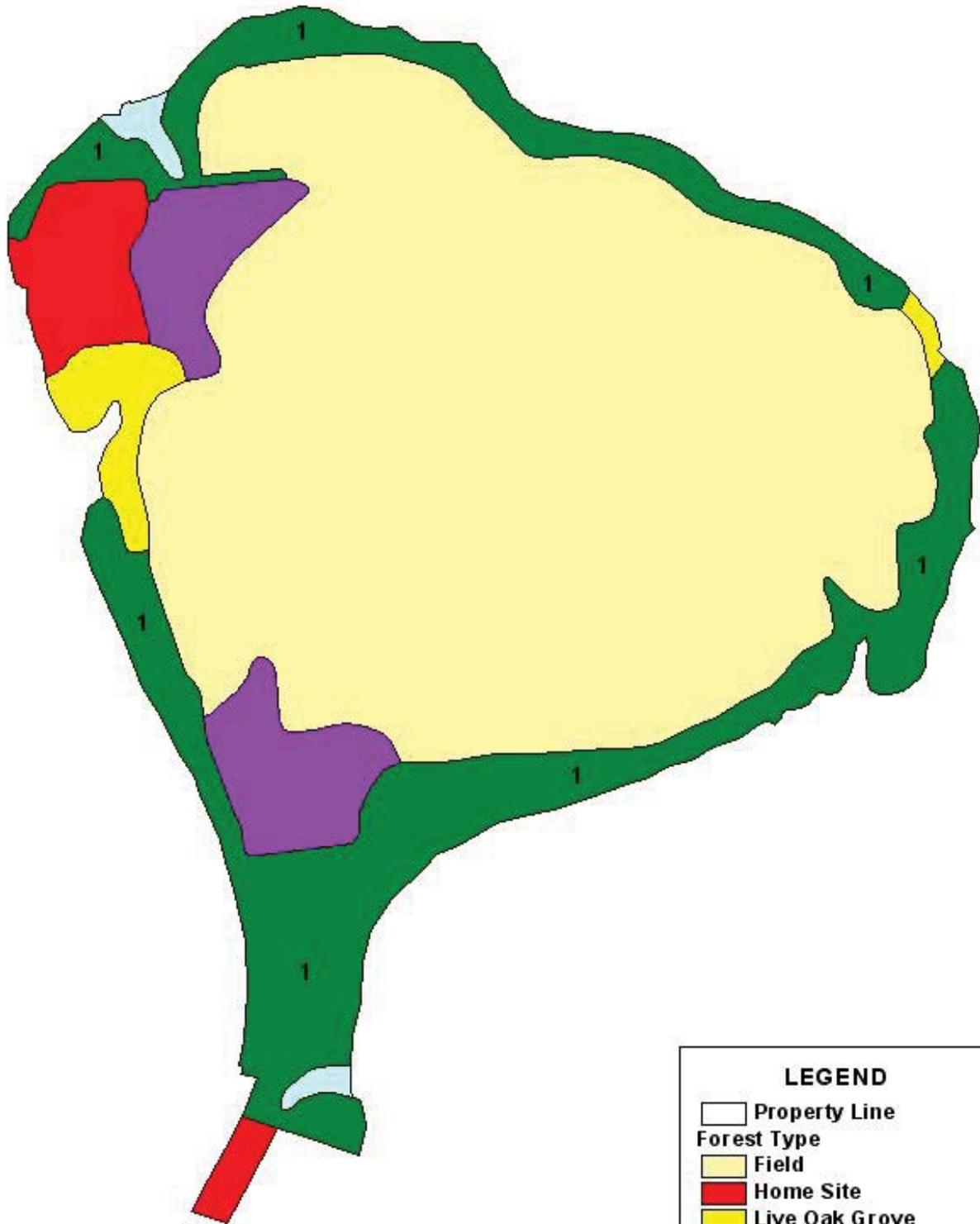
Site/Soil Classification = Dry

» Current Condition: This stand contains young natural pine regeneration, with low volumes and values of forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides minimal wildlife values.

» Management Recommendation: Maintain this stand in its current condition. No forest management activities are recommended for this stand.



Beaufort County -- Pinckney Point Tract
Forest Type Map



LEGEND

- Property Line
- Forest Type
 - Field
 - Home Site
 - Live Oak Grove
 - Native Pine
 - Natural Regeneration
 - Salt Marsh

SCALE: 1 inch = 660 feet



**Beaufort County -- Pinckney Point Tract
Forest Inventory Plot Map**



FOREST TYPE ACREAGE SUMMARY
Beaufort County Property
Pinckney Point Tract
October 1, 2019

Forest Type	Acres
Field	153.3
Home Site	8.8
Live Oak Grove	5.2
Native Pine	49.7
Natural Regeneration	14.6
Salt Marsh	1.8
Total GIS Acres	233.4

Forest Inventory Summary - Beaufort County Property
Pinckney Point Tract
October 1, 2019

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Volume (tons)									
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Volume	Tons per acre	Pine TPA	Hdwd TPA
1	Native Pine	49.7	11	2.2	2,772	1,008	713	195	26	981	5,695	115	110	42
	Field	153.3	-	-	-	-	-	-	-	-	-	-	-	-
	Home Site	8.8	-	-	-	-	-	-	-	-	-	-	-	-
	Live Oak Grove	5.2	-	-	-	-	-	-	-	-	-	-	-	-
	Natural Regeneration	14.6	-	-	-	-	-	-	-	-	-	-	-	-
	Salt Marsh	1.8	-	-	-	-	-	-	-	-	-	-	-	-
Total		233.4	11	2.2	2,772	1,008	713	195	26	981	5,695			

Stand #	Forest Type	Acres	Inventory Plots	Sample %	Forest Product Value (\$)								
					Pine Sawtimber	Pine Chip & Saw	Pine Pulpwood	Hard Hardwood Sawtimber	Soft Hardwood Sawtimber	Hardwood Pulpwood	Total Value	Total Value \$	\$ per acre
1	Native Pine	49.7	11	2.2	\$ 74,844	\$ 20,160	\$ 9,982	\$ 5,850	\$ 520	\$ 7,848	\$ 119,204	\$ 2,398	
	Field	153.3	-	-	-	-	-	-	-	-	-	-	-
	Home Site	8.8	-	-	-	-	-	-	-	-	-	-	-
	Live Oak Grove	5.2	-	-	-	-	-	-	-	-	-	-	-
	Natural Regeneration	14.6	-	-	-	-	-	-	-	-	-	-	-
	Salt Marsh	1.8	-	-	-	-	-	-	-	-	-	-	-
Total		233.4	11	2.2	\$ 74,844	\$ 20,160	\$ 9,982	\$ 5,850	\$ 520	\$ 7,848	\$ 119,204		

Per Unit Forest Product Value (\$/ton):
Pine Sawtimber \$ 27.00
Pine Chip & Saw \$ 20.00
Pine Pulpwood \$ 14.00
Hard Hardwood Sawtimber \$ 30.00
Soft Hardwood Sawtimber \$ 20.00
Hardwood Pulpwood \$ 8.00

Silviculture Activity Schedule - Beaufort County Properties
 Updated: March 1, 2020

Tract	Stand #	Forest Type	Acres	Silviculture Activity	Revenue / Expense Projection				
					2020	2021	2022	2023	2024
Adams	1	Pine Plantation	3.1	Selective Thin Harvest	\$ 6,155	\$ -	\$ -	\$ -	\$ -
Adams	3	Native Pine	6.0	Selective Thin Harvest	\$ 10,125	\$ -	\$ -	\$ -	\$ -
Adams	4	Native Pine	18.1	Clearcut Harvest	\$ 16,128	\$ -	\$ -	\$ -	\$ -
Adams	4	Native Pine	18.1	Site Preparation - Herbicide Application	\$ -	\$ (2,082)	\$ -	\$ -	\$ -
Adams	4	Native Pine	18.1	Reforestation - Longleaf Pine	\$ -	\$ -	\$ (4,253)	\$ -	\$ -
Barrel Landing	2	Pine Plantation	27.1	Selective Thin Harvest	\$ 32,965	\$ -	\$ -	\$ -	\$ -
Battley Wilson	2	Native Pine	18.4	Selective Thin Harvest	\$ 22,266	\$ -	\$ -	\$ -	\$ -
Battley Wilson	3	Native Pine	10.8	Selective Thin Harvest	\$ 8,929	\$ -	\$ -	\$ -	\$ -
Battley Wilson	4	Pine-Hardwood - Upland	11.4	Selective Thin Harvest	\$ 6,533	\$ -	\$ -	\$ -	\$ -
Garvey Hall	1	Pine Plantation	10.2	Clearcut Harvest	\$ 32,222	\$ -	\$ -	\$ -	\$ -
Garvey Hall	1	Pine Plantation	10.2	Site Preparation - Herbicide Application	\$ -	\$ (1,173)	\$ -	\$ -	\$ -
Garvey Hall	1	Pine Plantation	10.2	Reforestation - Longleaf Pine	\$ -	\$ -	\$ (2,397)	\$ -	\$ -
Garvey Hall	2	Native Pine	32.9	Clearcut Harvest	\$ 52,357	\$ -	\$ -	\$ -	\$ -
Garvey Hall	2	Native Pine	32.9	Site Preparation - Herbicide Application	\$ -	\$ (3,784)	\$ -	\$ -	\$ -
Garvey Hall	2	Native Pine	32.9	Reforestation - Longleaf Pine	\$ -	\$ -	\$ (7,732)	\$ -	\$ -
Garvey Hall	4	Pine-Hardwood - Upland	9.7	Selective Thin Harvest	\$ 7,665	\$ -	\$ -	\$ -	\$ -
Ihly & Lucky	F	Field	41.6	Site Preparation - Herbicide Application	\$ (4,784)	\$ -	\$ -	\$ -	\$ -
Ihly & Lucky	F	Field	41.6	Reforestation - Longleaf Pine	\$ -	\$ (9,152)	\$ -	\$ -	\$ -
Manigault Neck	4	Pine Plantation	1.2	Selective Thin Harvest	\$ 913	\$ -	\$ -	\$ -	\$ -
Manigault Neck	5	Native Pine	18.7	Selective Thin Harvest	\$ 32,971	\$ -	\$ -	\$ -	\$ -
Manigault Neck	6	Pine Plantation	13.1	Selective Thin Harvest	\$ 16,345	\$ -	\$ -	\$ -	\$ -
New Riverside	2	Pine - Flat	65.3	Selective Thin Harvest	\$ 80,739	\$ -	\$ -	\$ -	\$ -
New Riverside	4	Pine Plantation	63.7	Selective Thin Harvest	\$ 76,965	\$ -	\$ -	\$ -	\$ -
New Riverside	5	Pine Plantation	27.5	Selective Thin Harvest	\$ 47,518	\$ -	\$ -	\$ -	\$ -
New Riverside	7	Pine - Flat	28.6	Selective Thin Harvest	\$ 22,980	\$ -	\$ -	\$ -	\$ -
New Riverside	9	Pine Plantation	43.1	Selective Thin Harvest	\$ 57,189	\$ -	\$ -	\$ -	\$ -
Okatie Evergreen & New Leaf	1	Pine Plantation	26.2	Selective Thin Harvest	\$ 26,794	\$ -	\$ -	\$ -	\$ -
Okatie Marsh & Olsen	1	Native Pine	39.2	Selective Thin Harvest	\$ 33,187	\$ -	\$ -	\$ -	\$ -
Okatie Marsh & Olsen	2	Pine Plantation	38.3	Clearcut Harvest	\$ 65,289	\$ -	\$ -	\$ -	\$ -
Okatie Marsh & Olsen	2	Pine Plantation	38.3	Site Preparation - Herbicide Application	\$ -	\$ (4,405)	\$ -	\$ -	\$ -
Okatie Marsh & Olsen	2	Pine Plantation	38.3	Reforestation - Longleaf Pine	\$ -	\$ -	\$ (9,000)	\$ -	\$ -
Okatie Marsh & Olsen	3	Pine Plantation	3.0	Clearcut Harvest	\$ 7,921	\$ -	\$ -	\$ -	\$ -
Okatie Marsh & Olsen	3	Pine Plantation	3.0	Site Preparation - Herbicide Application	\$ -	\$ (345)	\$ -	\$ -	\$ -
Okatie Marsh & Olsen	3	Pine Plantation	3.0	Reforestation - Longleaf Pine	\$ -	\$ -	\$ (705)	\$ -	\$ -
Okatie Marsh & Olsen	7	Native Pine	4.3	Selective Thin Harvest	\$ 9,744	\$ -	\$ -	\$ -	\$ -
Okatie Marsh & Olsen	9	Native Pine	20.7	Prescribed Burning	\$ -	\$ (518)	\$ (518)	\$ -	\$ -
Pinckney Point	1	Native Pine	49.7	Selective Thin Harvest	\$ 15,697	\$ -	\$ -	\$ -	\$ -
Pinckney Point	F	Field	153.3	Site Preparation - Herbicide Application	\$ (17,630)	\$ -	\$ -	\$ -	\$ -
Pinckney Point	F	Field	153.3	Reforestation - Longleaf Pine	\$ -	\$ (33,726)	\$ -	\$ -	\$ -

*Note: The above revenue and expense estimates are based upon market conditions as they existed on the effective date of this schedule (March 1, 2020), and are subject to change without notice.

ATTACHMENT E

Morrison Forestry & Real Estate Company, Inc.
"Timber & Land - Sales, Management & Appraisals"



Harry S. Morrison, Jr
1927-2002

H. Stro Morrison, III - ACF
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Broker In Charge - SC, GA, NC
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Administrative Assistant

Memorandum

TO: Beaufort County Community Development Department

FROM: Morrison Forestry & Real Estate Company
H. Stroh Morrison IV

DATE: April 8, 2020 

SUBJECT: Proposal for Silviculture Activity Services – Beaufort County, SC

I am writing to provide you with a proposal to implement silviculture operations on county-owned properties located throughout Beaufort County, South Carolina. These silviculture operations are listed on the Silviculture Activity Schedule from the Forest Management Plan for Beaufort County Properties.

Per RFP# 120618, project goals "include an evaluation of each property to determine silviculture opportunities and needs, conducting forest inventories, drafting long-term silviculture plans, and coordinating harvest sales." This proposal is designed to accomplish the goals of coordinating harvest sales in an efficient and cost-effective manner. This proposal is also designed to ensure that property goals align with Sustainable Forestry Initiative Standards and South Carolina's Forestry Best Management Practices.

Morrison Forestry & Real Estate Company (MFRE) proposes to coordinate harvest sales by implementing the aforementioned Silviculture Activity Schedule over the next 5-year period (2020, 2021, 2022, 2023, 2024), and to coordinate all proposed timber harvests and silviculture activities from this schedule. MFRE offers the following fee rates in connection with future timber harvests and silvicultural activities:

Timber Sale Commission – Thinning Harvest = 10% of gross revenue
Timber Sale Commission – Clearcut Harvest = 8% of gross revenue

Supervision – Site Preparation & Reforestation = \$30.00 per treated acre
Supervision – Herbicide Release Treatments = \$10.00 per treated acre
Prescribed Burning = \$30.00 per treated acre

For details on services provided by MFRE in connection with timber harvests and silviculture activities, please see the Proposed Fee Schedule for Beaufort County (attached).

MFRE recommends that all forest product harvests be marketed for sale via a Per Ton Timber Sale Method (a sample per ton timber sale contract is attached for review). This method is also known as a “pay as cut” sale, and provides the most flexibility for selling landowners. Under this method, timber buyers offer per ton prices for each different forest product. The sales contract is then awarded to the buyer with the best mix of prices. The buyer then pays for the timber as it is cut and hauled to various sawmills and paper mills, and the landowner receives gross revenues on a weekly basis, as the timber is harvested.

At contract execution, and prior to beginning harvesting operations, the buyer is required to submit a down payment based upon the total projected harvest revenue (average is 25% down, but negotiable prior to contract execution). So the landowner receives revenue in the form of this advance payment prior to beginning actual harvesting operations. Once harvesting operations begin, the advance payment is deducted from the books as the buyer cuts and hauls forest products to various mills. Once revenues from harvesting operations exceed the advance payment amount, then the buyer will pay for each ton of forest products, as the forest products are harvested, for the remainder of the contract.

To begin the sales process, MFRE will email per ton bid invitations (a sample bid invitation is attached for review) to various timber buyers who specialize in either selective thin harvests or clearcut harvests, depending upon the type of harvest to be implemented. Bid invitations will include property details, harvesting timelines and constraints, and property maps. MFRE will meet timber buyers on site if necessary for review of harvest areas prior to bidding. Once per ton bids are received, MFRE will provide final recommendations to Beaufort County, including the high bidder based upon harvest volume projections and individual per ton prices, contract terms, advance payment revenue, and tract specific recommendations if necessary. Once harvest contracts are finalized, MFRE will manage all harvesting contracts from start to finish (as described in the attached documents).

Thank you for the opportunity to submit this proposal. MFRE very much appreciates the possibility of working with you to assist in the forest management of the Beaufort County Property. Please feel free to contact me with any questions about this proposal.

Proposed Fee Schedule for Beaufort County

1. Timber Sales

Provided services in connection with timber sales include recommendations in regard to area, timing, and method of sale; inventory of volume of forest products to be sold and market valuation of same; marking of forest products to be sold and/or boundaries of area to be harvested; preparation of advertisement of sale to include mapping of sale area; sealed bid opening or negotiation of sale with buyers; assistance with timber sales agreement/contract preparation, supervision of harvest operations; and summary reports to include cordage/tonnage and value summary (per unit sales), reports on condition of residual stands, roads, boundaries, etc., at completion of harvest; and further management recommendations for maximum utilization/production of site/stands.

This includes all preparation of sale (mapping, cruising, sale area delineation, customary advertisement, assisting attorneys in contract preparation, and supervision of harvesting operations).

Commission Rates:

- First & Second Thinnings (Pulpwood Sales/Marked Sales) 10%
- Clear Cut Sales8%

Note: All commission rates are based on the gross sales price.

2. Supervision – Site Preparation & Reforestation

These services include recommendations for most productive and cost effective methods; securing bids for site preparation and planting; cost estimation; supervision of site preparation and planting; procurement of top quality seedlings; all handling, cold storage and delivery of seedlings to sites to be planted; follow up report at completion of planting; survival and growth inspection and report at the end of the first growing season.

Fee - \$30.00 per treated acre

Note: This fee includes the supervision of both site preparation and reforestation activities combined (**NOT** \$30.00 per acre for the site preparation, and another \$30.00 per acre for the reforestation). The \$30.00 per acre rate is only payable once, even when both activities are performed.

3. Supervision – Herbicide Release Treatments

These services include recommendations for most productive and cost effective methods; securing bids for herbicide release treatments; cost estimation; supervision of herbicide release treatments; inspection following treatment application.

Fee - \$10.00 per treated acre

Note: This fee only applies to mid rotation herbicide release treatments that are not associated with site preparation and reforestation activities. This fee does not apply to herbicide treatments associated with site preparation and reforestation.

4. Prescribed Burning

MFRE offers prescribed burning services. This includes creating a prescribed burn plan for each burn, pre-burn planning, onsite implementation of the burn, and appropriate post-burn mop-up. MFRE foresters and forest technicians are all Certified Prescribed Fire Managers, and our firm maintains appropriate liability insurance that covers these services.

Fee - \$30.00 per burned acre

Note: This fee only applies when MFRE foresters and forest technicians perform the prescribed burning service. In certain scenarios, MFRE is able to outsource prescribed burning services to reliable and qualified third parties (such as the SC Forestry Commission – current SCFC Rate is \$21.00 per burned acre). In these instances, the lower per acre rate will be applied.

5. Other Services

MFRE offers a full range of forestry and real estate services including forest inventories, growth and yield studies and performance calculations and predictions, forest and wildlife management plans, digitized mapping and gps acreage measurements independently or in conjunction with the creation of a gis database, supervision of road and pond construction, fire line plowing, and forest and farm land appraisals. These services, when not done in connection with a timber sale, a reforestation project, or a “full-service” general management scenario, are billed at a negotiated hourly rate or per acre rate, plus expenses.

Silviculture Activity Schedule - Beaufort County Properties
Date: March 1, 2020

Tract	Stand #	Forest Type	Acres	Revenue / Expense Projection					Contractual Expenses
				2020	2021	2022	2023	2024	
Adams	1	Pine Plantation	3.1	\$ 6,155	\$ -	\$ -	\$ -	\$ -	\$ 615.50
Adams	3	Native Pine	6.0	\$ 10,125	\$ -	\$ -	\$ -	\$ -	\$ 1,012.50
Adams	4	Native Pine	18.1	\$ 16,128	\$ -	\$ -	\$ -	\$ -	\$ 1,290.24
Adams	4	Native Pine	18.1	\$ -	\$ (2,082)	\$ -	\$ -	\$ -	\$ 181.00
Adams	4	Native Pine	18.1	\$ -	\$ -	\$ (4,253)	\$ -	\$ -	\$ 543.00
Barrel Landing	2	Pine Plantation	27.1	\$ 32,965	\$ -	\$ -	\$ -	\$ -	\$ 3,296.50
Battley Wilson	2	Native Pine	18.4	\$ 22,266	\$ -	\$ -	\$ -	\$ -	\$ 2,226.60
Battley Wilson	3	Native Pine	10.8	\$ 8,929	\$ -	\$ -	\$ -	\$ -	\$ 892.90
Battley Wilson	4	Pine-Hardwood - Upland	11.4	\$ 6,533	\$ -	\$ -	\$ -	\$ -	\$ 653.30
Garvey Hall	1	Pine Plantation	10.2	\$ 32,222	\$ -	\$ -	\$ -	\$ -	\$ 2,577.76
Garvey Hall	1	Pine Plantation	10.2	\$ -	\$ (1,173)	\$ -	\$ -	\$ -	\$ 102.00
Garvey Hall	1	Pine Plantation	10.2	\$ -	\$ -	\$ (2,397)	\$ -	\$ -	\$ 306.00
Garvey Hall	2	Native Pine	32.9	\$ 52,357	\$ -	\$ -	\$ -	\$ -	\$ 4,188.56
Garvey Hall	2	Native Pine	32.9	\$ -	\$ (3,784)	\$ -	\$ -	\$ -	\$ 329.00
Garvey Hall	2	Native Pine	32.9	\$ -	\$ -	\$ (7,732)	\$ -	\$ -	\$ 987.00
Garvey Hall	4	Pine-Hardwood - Upland	9.7	\$ 7,665	\$ -	\$ -	\$ -	\$ -	\$ 766.50
Ihly & Lucky	F	Field	41.6	\$ (4,784)	\$ -	\$ -	\$ -	\$ -	\$ 416.00
Ihly & Lucky	F	Field	41.6	\$ -	\$ (9,152)	\$ -	\$ -	\$ -	\$ 1,248.00
Manigault Neck	4	Pine Plantation	1.2	\$ 913	\$ -	\$ -	\$ -	\$ -	\$ 91.30
Manigault Neck	5	Native Pine	18.7	\$ 32,971	\$ -	\$ -	\$ -	\$ -	\$ 3,297.10
Manigault Neck	6	Pine Plantation	13.1	\$ 16,345	\$ -	\$ -	\$ -	\$ -	\$ 1,634.50
New Riverside	2	Pine - Flat	65.3	\$ 80,739	\$ -	\$ -	\$ -	\$ -	\$ 8,073.90
New Riverside	4	Pine Plantation	63.7	\$ 76,965	\$ -	\$ -	\$ -	\$ -	\$ 7,696.50
New Riverside	5	Pine Plantation	27.5	\$ 47,518	\$ -	\$ -	\$ -	\$ -	\$ 4,751.80
New Riverside	7	Pine - Flat	28.6	\$ 22,980	\$ -	\$ -	\$ -	\$ -	\$ 2,298.00
New Riverside	9	Pine Plantation	43.1	\$ 57,189	\$ -	\$ -	\$ -	\$ -	\$ 5,718.90
Okatie Evergreen & New Leaf	1	Pine Plantation	26.2	\$ 26,794	\$ -	\$ -	\$ -	\$ -	\$ 2,679.40
Okatie Marsh & Olsen	1	Native Pine	39.2	\$ 33,187	\$ -	\$ -	\$ -	\$ -	\$ 3,318.70
Okatie Marsh & Olsen	2	Pine Plantation	38.3	\$ 65,289	\$ -	\$ -	\$ -	\$ -	\$ 5,223.12
Okatie Marsh & Olsen	2	Pine Plantation	38.3	\$ -	\$ (4,405)	\$ -	\$ -	\$ -	\$ 383.00
Okatie Marsh & Olsen	2	Pine Plantation	38.3	\$ -	\$ -	\$ (9,000)	\$ -	\$ -	\$ 1,149.00
Okatie Marsh & Olsen	3	Pine Plantation	3.0	\$ 7,921	\$ -	\$ -	\$ -	\$ -	\$ 633.68
Okatie Marsh & Olsen	3	Pine Plantation	3.0	\$ -	\$ (345)	\$ -	\$ -	\$ -	\$ 30.00
Okatie Marsh & Olsen	3	Pine Plantation	3.0	\$ -	\$ -	\$ (705)	\$ -	\$ -	\$ 90.00
Okatie Marsh & Olsen	7	Native Pine	4.3	\$ 9,744	\$ -	\$ -	\$ -	\$ -	\$ 974.40
Okatie Marsh & Olsen	9	Native Pine	20.7	\$ -	\$ (518)	\$ (518)	\$ -	\$ -	\$ 1,863.00
Pinckney Point	1	Native Pine	49.7	\$ 15,697	\$ -	\$ -	\$ -	\$ -	\$ 1,569.70
Pinckney Point	F	Field	153.3	\$ (17,630)	\$ -	\$ -	\$ -	\$ -	\$ 1,533.00
Pinckney Point	F	Field	153.3	\$ -	\$ (33,726)	\$ -	\$ -	\$ -	\$ 4,599.00
				\$ 667,183	\$ (65,185)	\$ (24,605)	\$ (518)	\$ -	\$ 79,240.36
TOTAL COUNTY REVENUE*				\$ 507,634.64					

*Note: The above revenue and expense estimates are based upon market conditions as they existed on the effective date of this schedule (March 1, 2020), and are subject to change without notice.

INVITATION TO BID

FROM: Morrison Forestry & Real Estate Company
H. Stroh Morrison IV

DATE: April 8, 2020

SALE TYPE: Price Per Unit Sale – Selective Thin Harvest

PROPERTY: Beaufort County – New Riverside Tract (+/- 228.2 acres)

Enclosed you will find a Location Map and a Timber Sale Area Map for the Beaufort County New Riverside Tract. Following are sale details:

- **Property Location:**

The Beaufort County New Riverside Tract is located west of Bluffton, SC. The property is located south of SC Hwy 46 and west of New Riverside Road. A location map of the property is included with this invitation.

- **Sale Type and Description:**

This sale includes a selective thinning harvest (shown in yellow on the attached map), of pine forest products found within the sale area boundary.

All roads, ditches, and fire lines are to be protected and maintained during harvesting operations. All harvesting should follow SC Best Management Practices for Forestry.

Total sale area equals +/- 228.2 acres.

- **Harvesting Timeline:**

Twelve months will be given to cut and remove the timber. No logging will be allowed when the ground is subject to excessive rutting, but a wet weather extension, not to exceed six months, will be given in the event logging is terminated by the seller to prevent rutting.

- **Access:**

Access roads are identified (with a red dashed line) on the attached Timber Sale Area Map. Before entering the property to view these sale areas, please contact Morrison Forestry (803-625-2757) to schedule a time to tour the property.

Access gates are identified on the attached Timber Sale Area Map.

- Sale Time and Place:

Per Unit Bids will be opened on **Tuesday, April 28 at 11:00 am at the MFRE Office**. This office is located at 1469 Browning Gate Road, Estill, SC. Bids should include prices for each individual forest product, along with specs of each product.

Bids may be submitted via fax to Morrison Forestry (803-625-2757) or email (stroh4@earthlink.net). **Fax and email bids must be received prior to 11:00 am on the sale date.**

- Advance Payment:

The landowner requests that the successful bidder submit an advance payment in the amount of 25% of the total projected harvest value of this sale. This advance payment is due in full at the time of the timber sales contract execution.

- Performance Bond:

The landowner will require the successful bidder to deposit a performance bond in the amount of \$5,000 into the escrow account of Morrison Forestry & Real Estate Company, at the time of final contract execution. This performance bond will be held in the escrow account of Morrison Forestry until the completion of the harvesting contract, at which time it will be refunded to the successful bidder, minus any road repair fees that may, or may not, be required following harvesting operations.

- Additional Notes:

All maps included with this Invitation to Bid are provided to assist potential buyers in locating the subject sale areas. All boundary lines, sale area lines, acreage values, and other information displayed on said maps are believed to be reliable and reasonably accurate. However, the seller and Morrison Forestry & Real Estate Company do not guarantee said information. Bidders should examine the property lines and sale area boundaries to make their own determinations with respect to the acreage contained within the sale area, and the accuracy of the sale area boundary/property lines.

Finally, the landowner reserves the right to reject any or all bids.

Please feel free to contact me with any questions regarding this sale.

Real Estate Company, Inc. Judgment of the quality of said road grading shall also be the responsibility of Seller's agent. Furthermore, all logging operations shall be temporarily terminated when the ground is subject to rutting. If logging is temporarily suspended for rutting by the Seller or the Seller's agent, Morrison Forestry & Real Estate Company, Inc., this contract will be automatically extended for a time equal to the amount of time of said temporary suspension. Said extension time shall not exceed 6 months. Purchaser further agrees that all logging, harvest operations, and removal of trees and timber shall be in accordance with South Carolina's Best Management Practices for Forestry.

(c) The Purchaser will protect all boundary lines and boundary line markers, and will not cut any line or witness to the line trees.

(d) The Purchaser expressly assumes all risk of any damage to its equipment or personal injury to its personnel or to any other person or property during the period of the cutting and removal of the timber which is on the subject property and will hold Seller harmless in the event of such an occurrence. The Purchaser will maintain at all times during the term of this contract adequate property and workers compensation insurance to assure the complete protection of the Seller. The Purchaser will provide liability insurance in the amount of a minimum of \$1,000,000.00. The Purchaser will provide proof of this insurance at the signing of this agreement and at such other times as the Seller(s) or their duly authorized agent shall determine. The Purchaser will maintain the insurance in full force and effect for the entire term of this Timber Sales Agreement.

(e) In case of any dispute arising from the performance of this Timber Sales Agreement, the parties will submit the controversy to binding arbitration. There shall be three (3) arbitrators with one chosen by the party making the demand for the arbitration, one chosen by the party against whom the demand is made, and a third being chosen by the two arbitrators chosen by the parties.

- (I) The arbitration panel will convene and meet at the BEAUFORT County Courthouse;
- (ii) The powers of the arbitrators may be exercised by a majority;
- (iii) The arbitration panel will render an award within thirty (30) days of the closing of testimony;
- (iv) The expenses of the fees for arbitration, including attorneys' fees, shall be awarded to the successful party.

(f) Special Provisions:

1. This is a per ton sale. A ton is defined as 2,000 lbs.
2. Prices per ton shall be as follows:

PINE SAWTIMBER (14" Butt - 8" Top) -----	\$ 27.00/TON
PINE CHIP & SAW (12" Butt - 6" Top) -----	\$ 20.00/TON
PINE PULPWOOD -----	\$ 14.00/TON
PINE TOPS -----	\$ 7.00/TON

3. The Purchaser fully understands and acknowledges that a major reason the Seller is entering into this agreement with the Purchaser is to generate the maximum monetary return from the sale of Seller's forest products. The Purchaser further acknowledges that the proper separation of the forest products, for payment purposes to the Seller, is an instrumental factor to

insure the highest financial return of this sale to the Seller. The Purchaser will be diligent in his efforts and will make all reasonable efforts to separate the forest products in such a manner as to produce the maximum economic return to the Seller from this forest products sale.

Seller, through its agent, Morrison Forestry and Real Estate Company, Inc., reserves the right to review the separation of the forest products. If in the opinion of Seller's agent the separation is not being made in keeping with the specifications set forth in the special provisions of this Timber Sales Agreement, and in a manner sufficient to provide the greatest economic return to the Seller, then and in that event, Seller may terminate this agreement. If this agreement is terminated for failure to properly separate the forest products, Seller will refund to Purchaser any of the advance payment that has not been depleted, as provided for in the special provisions of this agreement, to the point in time at which the contract was terminated. The Seller will make this refund within 14 working days of the Purchaser providing to Seller's agent a final report of all wood harvested from Seller's property which was conveyed under this Timber Sales Agreement. If Seller's agent elects to terminate this agreement for failure to properly separate the forest products, Purchaser shall complete the loading and delivery of all forest products severed from the stump at the point of time of the termination, but shall immediately cease any further cutting and harvesting operations.

In the event this agreement is terminated for any reason all protective provisions in the agreement or under common law including but not limited to liability, hold harmless, removal of logging debris, etc. shall survive termination and Purchaser shall be responsible therefore.

4. Purchaser shall make all settlements for all forest products cut on a per ton basis to Seller's agent, Morrison Forestry and Real Estate Company, Inc., during the term of the logging. The Purchaser will ensure that all settlements have a copy of the mill weight tickets, for all loads of timber and pulpwood cut and delivered. It is understood that an advance payment in the amount of SEVENTY-ONE THOUSAND & FIVE-HUNDRED & NO/100 DOLLARS (\$ 71,500.00), is being made from the Purchaser to the Seller. At such time that the harvest operations exceed the advance payment, Purchaser will begin to make payment to Seller's agent on a weekly basis, at the rates set forth above. In the event the proceeds from the harvest do not equal or exceed the advance payment as a result of a deficiency in the amount of stumpage in the timber sale area, Seller will provide additional stumpage to Purchaser at the rates set forth above, or make a cash refund for the amount of the deficit between the harvest and the advance, at Seller's option. In the event the proceeds from the harvest do not equal or exceed the advance payment as a result of a failure on the part of the Purchaser to commence logging on the tract or to complete logging on the tract during the term of this contract for any reason, then the Purchaser will forfeit this advance payment to the Seller as liquidated and agreed damages. The parties hereto acknowledge that it is impossible to precisely estimate the damages to be suffered by Seller upon Purchaser's default, and the parties expressly acknowledge that retention of the Advance Payment by Seller upon Purchaser's default is intended not as a penalty, but as fully liquidated damages.

5. The Purchaser will use a feller-buncher for purposes of felling during the logging on this tract. The Purchaser will employ a logger that is mutually acceptable to both the Seller and the Purchaser. The Purchaser will conduct

all logging operations under the supervision of Seller's Agent, Morrison Forestry & Real Estate Company, Inc.

ARTICLE III: The Seller hereby guarantees its title to said timber and trees hereby sold and guarantees its right to cut and its power to sell the same and to vest in the Purchaser the right and power to cut and remove said timber is free of lien.

ARTICLE IV: This written agreement expresses the entire agreement between the parties and shall be binding upon them and their successors and assigns, and there are no representations or warranties from either party to the other except those herein expressed.

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BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Text Amendment To The Community Development Code (CDC): Article 1, Section 1.3.50 Applicability And Jurisdiction – Exemptions To Address County Public Service Uses

Council Committee:

County Council

Meeting Date:

May 26th, 2020 Meeting

Committee Presenter (Name and Title):

Eric Greenway, AICP, Director, Community Development Department

Issues for Consideration:

The aim of this amendment is allow the County to provide necessary services in any zoning district with the requirement that County Council provide notification and hold a public hearing and approve such a use. The purpose of this amendment is to provide greater flexibility for the county government to respond to public safety and service needs throughout the county where these needs warranted. This amendment failed to be approved for 2nd reading on a 5-5 vote during the March, 23rd, 2020 County Council meeting due to concerns that the amendment treats the county projects different than private sector projects and that no consideration of the Comprehensive Plan was required at that time.

Points to Consider:

Whether this zoning amendment is needed to assist County government in responding to public safety and service needs throughout the county where these needs are warranted. This amendment will accomplish the same goals as the original amendment within the same time-frame but this version requires 2 public hearings before a use can be approved. The 1st public hearing is before the Planning Commission for the purpose of reviewing these projects in relation to the Comp. Plan and they will forward a recommendation with findings of fact regarding Comp. Plan compliance to the County Council who will conduct the 2nd public hearing on the appropriateness of the use for the intended area/site.

Funding & Liability Factors:

N/A

Council Options:

Approve or Deny

Recommendation:

Staff recommended approval of the text amendment as submitted. NRC recommended approval of the amendment during the May 4th meeting. The amendment must receive Planning Commission recommendation prior to 3rd reading.



MEMORANDUM

To: Beaufort County Planning Commission
From: Robert Merchant, AICP, Deputy Community Development Director
Subject: Text Amendment To The Community Development Code (CDC): Article 1, Section 1.3.50 Applicability And Jurisdiction – Exemptions To Address County Public Service Uses
Date: May 4, 2020

STAFF REPORT:

A. BACKGROUND:

Case No. ZTA 2020-01
Applicant: Beaufort County Staff
Proposed Text Change: Text Amendment to The Community Development Code (CDC): Article 1, Section 1.3.50 Applicability and Jurisdiction – Exemptions to Address County Public Service Uses

B. SUMMARY OF REQUEST:

Beaufort County Staff is requesting an amendment to Article 1, Section 1.3.50 of the Community Development Code (CDC) to provide an exemption for Public Service Uses. The aim of this amendment is allow the County to provide necessary services in any zoning district with the requirement that County Council provide notification and hold a public hearing and approve such a use. The purpose of this amendment is to provide greater flexibility for the county government to respond to public safety and service needs throughout the county where these needs warranted. This version adds a provision for 2 public hearings with the first being conducted by the Planning Commission and the second by the County Council.

The proposed amendment language is attached (additions are highlighted and underlined).

C. ATTACHMENTS:

- Proposed changes to the CDC

Division 1.3: Applicability and Jurisdiction

1.3.10 General Applicability

The provisions of this Development Code shall apply to the development of all land within unincorporated Beaufort County unless it is expressly exempted by a specific section or subsection of this Development Code.

1.3.20 Application to Governmental Units

- A. The provisions of this Development Code shall apply to development by the County or its agencies and departments, or on land owned or otherwise controlled by the County.
- B. To the extent allowed by law, the provisions of this Development Code shall also apply to development by any city, town, state, or federal government or its agencies, departments, or corporate services, or on land owned or otherwise controlled by a city, town, state, or federal government.

1.3.30 Appropriate Development Permits or Approvals Required

No development shall occur without the development permits or approvals appropriate for the development, as set forth in this Development Code.

1.3.40 Compliance with Development Code Required

No land shall be developed without full compliance with the provisions of this Development Code and all other applicable county, state, and federal standards.

1.3.50 Exemptions

- A. The provisions of this Development Code shall not require formal subdivision of land as a result of actions taken by the State of South Carolina and its political subdivisions to acquire land or interests in land for public right-of-way and easements.
- B. County Council, public utilities, or County agencies may be exempt from the provisions of this Development Code when an emergency exists such that it is impossible to submit to the normal procedures and standards of this Development Code and quick and instant action is necessary to secure the public health, safety, or welfare. The County Council shall ratify such exemption after the fact at its next regularly scheduled meeting, and shall base its ratification on specified findings of fact related to the emergency involved.
- C. A public utility or public infrastructure installation (water, sewer, roads, gas, stormwater, telephone, cable, etc.) is exempt from the standards of this Development Code, except:
 - 1. Thoroughfare standards, in Division 2.9 (Thoroughfare Standards);
 - 2. Wetland standards, in Section 5.11.30 (Tidal Wetlands), and Section 5.11.40 (Non-Tidal Wetlands);
 - 3. River Buffer standards, in Section 5.11.60 (River Buffer);
 - 4. Tree Protection standards, in Section 5.11.90 (Tree Protection);

5. Stormwater management standards, in Section 5.12.30 (Stormwater Standards);
 6. Utility standards, in Section 4.1.210 (Regional (Major) Utility);
 7. Wireless communication facilities standards, in Section 4.1.320 (Wireless Communications Facility).
 8. Historic Preservation standards, in Division 5.10 (Historic Preservation).
- D. The Department of Defense shall be exempt from the standards of this Development Code.
- E. The paving of dirt roads are deemed not to constitute "development" and shall be exempt from the standards of this Development Code if the action meets one of the following conditions:
1. Existing County maintained dirt roads which are improved and/or paved as part of Beaufort County's Dirt Road Paving Program as set forth in Beaufort County Policy Statement 15 and Policy Statement 17;
 2. Private dirt roads with adequate existing Stormwater conveyance systems where the project is not related to a pending or proposed development of adjacent land, and the proposed paving meets the Thoroughfare Construction Specifications in Section 2.9.80. Private dirt roads without adequate existing Stormwater conveyance systems will be required to construct a conveyance system per the County's Stormwater Best Management Practices (BMP) Manual but will not be required to meet the Effective Impervious Values in Table 5.12.30.A or provide Retention/Detention Facilities.

F. County public service uses. Due to the unique nature of certain county public service uses and the need to locate these uses in certain areas of the county irrespective of prevailing zoning district regulations, Beaufort County may establish in any zoning district any public service use authorized to county government by S.C. Code § 4-9-30, as amended, or any other statute or law of the State of South Carolina; provided that all public service uses meet the following requirements:

1. The use shall meet the applicable requirements in Article 5 (Supplemental to Zones) of the Community Development Code.
2. Public hearing for county public service uses. Prior to the granting of a zoning compliance for county public service uses, a site plan in accordance with standards contained herein must be submitted and approved. The Beaufort County Planning Commission will hold a public hearing on the matter at least 15 days' notice of the time and place of which will be published in a newspaper of general circulation in Beaufort County. Notice will be given by adequately posting the properties affected, with at least one notice being visible from each public thoroughfare that abuts the property, at least 15 days prior to the public hearing. The Beaufort County Planning Commission will, after conducting the public hearing, provide a recommendation to the County Council with findings of fact regarding compliance with the Beaufort County Comprehensive Plan. Upon the Planning Commission's recommendation being received and, -the Beaufort County Council shall ~~will~~ hold a second public hearing on the matter at least 15 days' notice of the time and place of which will be published in a newspaper of general circulation in Beaufort County. Notice will be given by adequately posting the properties affected, with at least one notice being visible from each public thoroughfare that abuts the property, at least 15 days prior to the public hearing. Based on the review of the planning commission's recommendation, information presented at the public hearing's and probable impact of such uses on contiguous uses and conditions, the Council may elect to deny the

request in favor of a more acceptable site elsewhere, approve the use or approve the use with conditions and/or restrictions.

2020 /

TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 1,
SECTION 1.3.50 APPLICABILITY AND JURISDICTION – EXEMPTIONS TO ADDRESS
COUNTY PUBLIC SERVICE USES

WHEREAS, added text is highlighted in yellow and deleted text is struck through.

Adopted this _____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joe Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

- Chronology
- Third and final reading occurred (Date) / Vote ??
 - Public hearing occurred (Date)
 - Second reading occurred (Date) / Vote ??
 - First reading occurred (Date) / Vote ??
 - Natural Resources Committee discussion and recommendation to adopt the resolution occurred _____ / Vote ??

Division 1.3: Applicability and Jurisdiction

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1.3.50 Exemptions

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- B. County Council, public utilities, or County agencies may be exempt from the provisions of this Development Code when an emergency exists such that it is impossible to submit to the normal procedures and standards of this Development Code and quick and instant action is necessary to secure the public health, safety, or welfare. The County Council shall ratify such exemption after the fact at its next regularly scheduled meeting, and shall base its ratification on specified findings of fact related to the emergency involved.
- C. A public utility or public infrastructure installation (water, sewer, roads, gas, stormwater, telephone, cable, etc.) is exempt from the standards of this Development Code, except:
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- 2. **Public hearing for county public service uses.** Prior to the granting of a zoning compliance for county public service uses, a site plan in accordance with standards contained herein must be submitted and approved, and the Beaufort County Council will hold a public hearing on the matter at least 15 days' notice of the time and place of which will be published in a newspaper of general circulation in Beaufort County. Notice will be given by adequately posting the properties affected, with at least one notice being visible from each public thoroughfare that abuts the property, at least 15 days prior to the public hearing. Based on the hearing and probable impact of such uses on contiguous uses and conditions, the Council may elect to deny the request in favor of a more acceptable site elsewhere.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Project Blueberry, FILOT Agreement

Council Committee:

Full County Council

Meeting Date:

May 26th, 2020

Committee Presenter (Name and Title):

John O'Toole, Executive Director of Beaufort County Economic Development Corporation

Issues for Consideration:

We have been in contact (since 4/17/2018) with a Charleston based firm that is considering investing \$19.5 million into a solar project in Beaufort County. They have identified a tract of land adjacent to the Marine Corps Air Station (MCAS) - Beaufort for this development. This project has been reviewed and approved by the Department of Defense with the caveat that it will be able to spot

Points to Consider:

While the BCEDC's position on solar projects has been consistently opposed to these developments. Putting aside the renewable nature of solar – environmental and societal gain, the BCEDC feels that these projects consume precious land and don't create significant ongoing jobs per acre. However, this project might be the exception. Due to the MCAS limitations on what can be constructed in the area. It is recommended that Beaufort County offer this project the same consideration that was provided to the Adger Solar project in July 2018

Funding & Liability Factors:

Limited as this land is virtually undevelopable due to ACIUZ restrictions. Tax revenue is maintained as agricultural land would be approximately \$2,000/year.

Council Options:

County Council could reject the first reading of this request for FILOT/SSRC benefits. The benefits offered on this project are on par with those offered to Adger (July 2018)

Recommendation:

The BCEDC recommends moving forward with the FILOT/SSRC and maintaining a level payment of \$49,194 in revenues. Legal counsel recommends a bond to be in place to make the County whole if project is abandoned at any point.

Section 2. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

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This Ordinance shall take effect and be in full force only after the County Council has approved it after three readings and a public hearing has been duly and timely held.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Joe Passiment, Chairman
Beaufort County Council

(SEAL)
ATTEST:

Sarah W. Brock, Clerk to Council
Beaufort County Council

First Reading: _____, 2020
Second Reading: _____, 2020
Public Hearing: _____, 2020
Third Reading: _____, 2020



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Supplemental appropriation of funds

Council Committee:

COUNTY COUNCIL

Meeting Date:

May 11, 2020

Committee Presenter (Name and Title):

Kurt Taylor

Issues for Consideration:

Council previously authorized the settlement of litigation involving certain retirees from the county regarding health insurance, in a case captioned Arnold et. al v. Beaufort County and Bluffton Township Fire District in the amount of \$695,000.00. The settlement has been accepted and releases have been signed by the plaintiffs. It is now necessary for Council to approve a supplemental appropriation to identify the source of funds for the settlement.

Points to Consider:

The settlement with these plaintiffs will be final once the funds are appropriated and delivered. Finance Committee approved ordinance on April 20, 2020

Funding & Liability Factors:

The source of funds must be identified and a supplemental appropriation approved by ordinance.

Council Options:

Approve, modify, or reject. This finalizes an earlier approval by council.

Recommendation:

Staff recommends Council approve the request.

ORDINANCE 2020/ _____

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2019/32, FY 2019-2020 BEAUFORT COUNTY BUDGET, TO APPROPRIATE \$695,000.00 FROM THE GENERAL FUND TO PROVIDE FUNDS TO SETTLE LITIGATION CAPTIONED 2019-CP-07-01642.

WHEREAS, on June 24, 2019, Beaufort County Council adopted Ordinance No. 2019/32 which sets forth and establishes the County's FY 2019-2020 budget and associated expenditures; and

WHEREAS, the County has been a defendant in the above-captioned litigation regarding retirees health insurance benefits; and

WHEREAS, the County and the plaintiffs have reached an agreement to settle all claims in that litigation for the amount of \$695,000.00; and

WHEREAS, there needs to be a supplemental appropriation to provide for funds to pay the settlement;

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that Ordinance 2019/32, FY 2019-2020 Beaufort County Budget Ordinance, is hereby amended to provide \$695,000.00 in supplemental appropriations from the General Fund to be directed to the cost of settlement of case number 2019-CP-07-01642.

Adopted this _____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joe Passiment,
Chairman, Beaufort County Council

ATTEST:

Sarah W. Brock, J.D.
Clerk to Council

ORDINANCE NO. 2020/____

AN ORDINANCE ESTABLISHING A SOLID WASTE AND RECYCLING ENTERPRISE SYSTEM FOR THE PURPOSE OF PLANNING, DESIGNING, CONSTRUCTING, FUNDING, AND MAINTAINING SOLID WASTE AND RECYCLING MANAGEMENT PROGRAMS, PROJECTS, AND FACILITIES; AND OTHER MATTERS RELATED THERETO.

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

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

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

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

WHEREAS, the County finds that the uniform service charges contemplated hereby comply with *Brown v. Horry County*, 308 S.C. 180 (1992), as the fee will (1) allow for the improvement and maintenance of the County’s solid waste and recycling programs which will directly benefit the payor through the availability of such programs and the resulting positive externalities associated with improved sanitation, (2) the proceeds of the fee shall be restricted to the solid waste and recycling programs, (3) the fee will be set annually in an amount or amounts that will not exceed the cost of operation and maintenance, capital improvements, and debt service associated with the solid waste and recycling enterprise system, and (4) the fee will be uniformly imposed on the various classes of payors; and

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

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

WHEREAS, based on the recommendation of the Solid Waste and Recycling Board, established under Ordinance 2007/37, the County Council is enacting this ordinance to form the solid waste and recycling enterprise system, impose solid waste fees, and establish the solid waste and recycling enterprise fund as provided herein.

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

SECTION 1. RECITALS INCORPORATED BY REFERENCE. The recitals stated above are incorporated by reference as if fully restated herein.

SECTION 2. AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES. In order to properly implement the Solid Waste and Recycling Enterprise System (as defined hereinbelow), certain amendments, supplement and additions to Chapter 62 – “Solid Waste”, Article I – “In General” of the Beaufort County Code of Ordinances as provided hereinbelow.

A. Section 62-1 is amended and restated in its entirety as follows:

Sec. 62-1 – Establish and Administration of Solid Waste and Recycling Enterprise System

(a) There is hereby created the “Solid Waste and Recycling Enterprise System” of the County. The Solid Waste and Recycling Enterprise System shall be operated as an administrative division of the County under the responsibility of the Beaufort County Director of Solid Waste and Recycling. The County Administrator and the Director of Solid Waste and Recycling are authorized to (i) establish and organize the County’s solid waste and recycling facilities as

necessary for their useful and efficient operation, (ii) to establish necessary procedures, policies and guidelines for the use of the County's solid waste and recycling facilities, and (iii) to recommend appropriate fee and rate schedules for consideration and approval by County Council, including any appropriate exemptions. Any fee, charge or rate recommendations shall be based upon considerations that the County's Solid Waste and Recycling Enterprise System will be self-supporting, and adequately funded by all users and classes of users. Fees, charges, and rates shall not be charged to commercial or industrial users as they do not presently and directly benefit from the solid waste and recycling disposal services provided by the County; provided, however, fees, rates, and charges may be charged to all or a portion of such classes of users should such users directly benefit from County solid waste and recycling services in future periods. The County Administrator and the Director of Solid Waste and Recycling are further directed to keep County Council advised as to the progress in accomplishing these requirements.

(b) These provisions shall be applicable within the County and all County-owned solid waste and recycling facilities.

In addition to solid waste and recycling disposal services, other solid waste and recycling services may be provided within the County. Such other solid waste and recycling services may be provided within the corporate limits of a municipality in the County by contract with an individual, corporation or municipal governing body in the event (1) the municipality is not providing such services and has not budgeted or applied for funds for such services, or (2) permission of the municipal governing body has been obtained in connection with the provision of such services; otherwise, the County shall not render such services within such municipality.

The County finds, after due investigation, that the Solid Waste and Recycling Enterprise System programs, presently consisting of solid waste and recycling disposal, do not conflict, or compete in any way, with the solid waste and recycling services of the municipalities within the County and are entirely complementary thereof and separate therefrom. To the extent that a municipality engages in solid waste disposal, the County shall not engage in such service within such municipality, and appropriate fee exemptions shall be implemented.

The Director of Solid Waste and Recycling may request assistance from the various departments and other officials of the county or municipalities, as may be necessary for the orderly implementation of this chapter. Agreements, including any intergovernmental agreements with municipalities within the County,

necessary or desirable and regulations promulgated to carry out this chapter are authorized and shall be subject to prior review and approval of County Council.

B. Section 62-2 shall be supplemented by the addition of new paragraph (c), as follows:

(c) In addition to the foregoing authority, purposes, and general matters, the County finds the Solid Waste and Recycling Enterprise System shall subserve the following additional purposes:

(i) To promote the public health, safety and welfare;

(ii) To ensure that solid waste is transported, stored, treated, processed and disposed of in a manner adequate to protect human health, safety and welfare and the environment;

(iii) To promote the reduction, recycling, reuse and treatment of solid waste and the recycling of materials which would otherwise be disposed of as solid waste;

(iv) To provide an efficient method for the collection, transportation, storage, handling, treatment, reduction, recycling, reuse and disposal of solid waste in the county through the establishment, construction and operation of solid waste collection sites and other facilities for the use and benefit of residents of the County and other municipalities, entities or persons who contract for the use of County facilities for the collection of permitted solid waste in accordance with county ordinances and regulations; and

(v) To protect and preserve the quality of the environment and to conserve and recycle natural resources.

C. Section 62-6 shall be added as follows:

Sec. 62-6 – Uniform Service Charges.

(a) The County Council shall initially, by ordinance, establish a schedule of uniform service charges (the “*Fee Ordinance*”). Thereafter, the schedule shall be updated or amended as a part of the County’s annual budget process or as a standalone authorization. The proceeds from the uniform service charges, and rates, fees and charges established by County Council shall be used to pay in whole or in part the costs of acquiring, equipping, operating and maintaining facilities and sites for the collection, transportation, storage, handling, separation,

treatment, reduction, recycling, reuse and disposal of household solid waste generated within the County.

(b) There shall be a uniform residential solid waste fee annually imposed upon the owner of record of each residence in the County, including all single and multi-family homes, mobile homes, and all lease and rental properties, in accordance with the then prevailing fee schedule, subject to the rules and regulations governing the Solid Waste and Recycling Enterprise System, and further subject to any applicable exemptions, which exemptions shall include, but not be limited to, a complete or partial exemption for users in any municipality within the County to the extent the respective municipality provides a service in lieu of the County. In addition to fees, charges, and rates with respect to solid waste and recycling disposal services, fees, charges, and rates in connection with other solid waste and recycling services may be imposed within the corporate limits of a municipality in the County by contract with an individual, corporation or municipal governing body to the extent the County is providing solid waste and recycling services in a municipality pursuant to Section 62-1(b).

The residential solid waste fees shall be levied as a uniform assessment by the county auditor and placed upon the annual real estate tax notice and collected by the county treasurer, pursuant to state law. The fiscal officers of the county shall have the authority to nulla bona or abate these fees to the same extent and under the same conditions as they do for a comparable tax.

(c) Further, there shall be imposed a late fee and supplemental processing charge, for all solid waste fees not timely remitted to the county treasurer by March 16 of the year when due. For all past due accounts in excess of one year, the county shall impose an additional annual penalty. The County shall pursue all legal remedies available to it to recover past due amounts, and shall hold the property owner or record responsible for all costs of collection, including reasonable attorney fees, as a part of such collection efforts and as a part of the fees imposed by County Council pursuant to state law, in order that lawful tax-paying citizens not be forced to subsidize those taxpayers who do not pay this lawful fee in a timely manner.

D. Section 62-7 shall be added as follows:

Sec. 62-7 – Special Fund

All charges, rates, fees or other revenues collected pursuant to this chapter shall be deposited to a special fund to be known as the Solid Waste and Recycling Enterprise Fund, and all funds deposited in the Solid Waste and Recycling Enterprise Fund shall be expended for the administration, operation, and

maintenance of the County solid waste and recycling programs and the acquiring, constructing, renovating, and equipping of apparatus and facilities necessary or convenient therefor. Should the County issue bonds or enter into other obligations the proceeds of which benefit the Solid Waste and Recycling Enterprise System, it may secure such bonds and other obligations with a pledge of all or a portion of the revenues deposited to or derived from the Solid Waste and Recycling Enterprise Fund.

SECTION 3. PUBLIC HEARING. A public hearing shall be held in compliance with Section 6-1-330 of the Code of Laws of South Carolina 1976, as amended prior to third and final reading of this ordinance.

SECTION 4. SEVERABILITY. If any Section, Subsection, or Clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining Sections, Subsections and Clauses shall not be affected thereby.

SECTION 5. CONFLICTING ORDINANCES REPEALED. If any Section, Subsection, or Clause of this ordinance shall conflict with any Section, Subsection or Clause of a preceding ordinance of the County, then the preceding Section, Subsection or Clause is hereby repealed and no longer in effect.

SECTION 6. EFFECTIVE DATE; IMPLEMENTATION. This ordinance shall be effective upon enactment hereof; provided, however, that the provisions hereof shall not be implemented until the effective date of the Fee Ordinance.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joe Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

ORDINANCE NO. 2020/____

AN ORDINANCE ESTABLISHING A SOLID WASTE AND RECYCLING ENTERPRISE SYSTEM FOR THE PURPOSE OF PLANNING, DESIGNING, CONSTRUCTING, FUNDING, AND MAINTAINING SOLID WASTE AND RECYCLING MANAGEMENT PROGRAMS, PROJECTS, AND FACILITIES; AND OTHER MATTERS RELATED THERETO.

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

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

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

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

WHEREAS, the County finds that the uniform service charges contemplated hereby comply with *Brown v. Horry County*, 308 S.C. 180 (1992), as the fee will (1) allow for the improvement and maintenance of the County’s solid waste and recycling programs which will directly benefit the payor through the availability of such programs and the resulting positive externalities associated with improved sanitation, (2) the proceeds of the fee shall be restricted to the solid waste and recycling programs, (3) the fee will be set annually in an amount or amounts that will not exceed the cost of operation and maintenance, capital improvements, and debt service associated with the solid waste and recycling enterprise system, and (4) the fee will be uniformly imposed on the various classes of payors; and

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

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

WHEREAS, based on the recommendation of the Solid Waste and Recycling Board, established under Ordinance 2007/37, the County Council is enacting this ordinance to form the solid waste and recycling enterprise system, impose solid waste fees, and establish the solid waste and recycling enterprise fund as provided herein.

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

SECTION 1. RECITALS INCORPORATED BY REFERENCE. The recitals stated above are incorporated by reference as if fully restated herein.

SECTION 2. AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES. In order to properly implement the Solid Waste and Recycling Enterprise System (as defined hereinbelow), certain amendments, supplement and additions to Chapter 62 – “Solid Waste”, Article I – “In General” of the Beaufort County Code of Ordinances as provided hereinbelow.

A. Section 62-1 is amended and restated in its entirety as follows:

Sec. 62-1 – Establish and Administration of Solid Waste and Recycling Enterprise System

(a) There is hereby created the “Solid Waste and Recycling Enterprise System” of the County. The Solid Waste and Recycling Enterprise System shall be operated as an administrative division of the County under the responsibility of the Beaufort County Director of Solid Waste and Recycling. The County Administrator and the Director of Solid Waste and Recycling are authorized to (i) establish and organize the County’s solid waste and recycling facilities as

necessary for their useful and efficient operation, (ii) to establish necessary procedures, policies and guidelines for the use of the County's solid waste and recycling facilities, and (iii) to recommend appropriate fee and rate schedules for consideration and approval by County Council, including any appropriate exemptions. Any fee, charge or rate recommendations shall be based upon considerations that the County's Solid Waste and Recycling Enterprise System will be self-supporting, and adequately funded by all users and classes of users. Fees, charges, and rates shall not be charged to commercial or industrial users as they do not presently and directly benefit from the solid waste and recycling disposal services provided by the County; provided, however, fees, rates, and charges may be charged to all or a portion of such classes of users should such users directly benefit from County solid waste and recycling services in future periods. The County Administrator and the Director of Solid Waste and Recycling are further directed to keep County Council advised as to the progress in accomplishing these requirements.

(b) These provisions shall be applicable within the County and all County-owned solid waste and recycling facilities.

In addition to solid waste and recycling disposal services, other solid waste and recycling services may be provided within the County. Such other solid waste and recycling services may be provided within the corporate limits of a municipality in the County by contract with an individual, corporation or municipal governing body in the event (1) the municipality is not providing such services and has not budgeted or applied for funds for such services, or (2) permission of the municipal governing body has been obtained in connection with the provision of such services; otherwise, the County shall not render such services within such municipality.

The County finds, after due investigation, that the Solid Waste and Recycling Enterprise System programs, presently consisting of solid waste and recycling disposal, do not conflict, or compete in any way, with the solid waste and recycling services of the municipalities within the County and are entirely complementary thereof and separate therefrom. To the extent that a municipality engages in solid waste disposal, the County shall not engage in such service within such municipality, and appropriate fee exemptions shall be implemented.

The Director of Solid Waste and Recycling may request assistance from the various departments and other officials of the county or municipalities, as may be necessary for the orderly implementation of this chapter. Agreements, including any intergovernmental agreements with municipalities within the

County, necessary or desirable and regulations promulgated to carry out this chapter are authorized and shall be subject to prior review and approval of County Council.

B. Section 62-2 shall be supplemented by the addition of new paragraph (c), as follows:

(c) In addition to the foregoing authority, purposes, and general matters, the County finds the Solid Waste and Recycling Enterprise System shall subserve the following additional purposes:

(i) To promote the public health, safety and welfare;

(ii) To ensure that solid waste is transported, stored, treated, processed and disposed of in a manner adequate to protect human health, safety and welfare and the environment;

(iii) To promote the reduction, recycling, reuse and treatment of solid waste and the recycling of materials which would otherwise be disposed of as solid waste;

(iv) To provide an efficient method for the collection, transportation, storage, handling, treatment, reduction, recycling, reuse and disposal of solid waste in the county through the establishment, construction and operation of solid waste collection sites and other facilities for the use and benefit of residents of the County and other municipalities, entities or persons who contract for the use of County facilities for the collection of permitted solid waste in accordance with county ordinances and regulations; and

(v) To protect and preserve the quality of the environment and to conserve and recycle natural resources.

C. Section 62-6 shall be added as follows:

Sec. 62-6 – Uniform Service Charges.

(a) The County Council shall initially, by ordinance, establish a schedule of uniform service charges ([the “Fee Ordinance”](#)). Thereafter, the schedule shall be updated or amended as a part of the County’s annual budget process or as a standalone authorization. The proceeds from the uniform service charges, and rates, fees and charges established by County Council shall be used to pay in whole or in part the costs of acquiring, equipping, operating and maintaining facilities and sites for the collection, transportation, storage, handling, separation,

treatment, reduction, recycling, reuse and disposal of household solid waste generated within the County.

(b) There shall be a uniform residential solid waste fee annually imposed upon the owner of record of each residence in the County, including all single and multi-family homes, mobile homes, and all lease and rental properties, in accordance with the then prevailing fee schedule, subject to the rules and regulations governing the Solid Waste and Recycling Enterprise System, and further subject to any applicable exemptions, which exemptions shall include, but not be limited to, a complete or partial exemption for users in any municipality within the County to the extent the respective municipality provides a service in lieu of the County. In addition to fees, charges, and rates with respect to solid waste and recycling disposal services, fees, charges, and rates in connection with other solid waste and recycling services may be imposed within the corporate limits of a municipality in the County by contract with an individual, corporation or municipal governing body to the extent the County is providing solid waste and recycling services in a municipality pursuant to Section 62-1(b).

The residential solid waste fees shall be levied as a uniform assessment by the county auditor and placed upon the annual real estate tax notice and collected by the county treasurer, pursuant to state law. The fiscal officers of the county shall have the authority to nulla bona or abate these fees to the same extent and under the same conditions as they do for a comparable tax.

(c) Further, there shall be imposed a late fee and supplemental processing charge, for all solid waste fees not timely remitted to the county treasurer by March 16 of the year when due. For all past due accounts in excess of one year, the county shall impose an additional annual penalty. The County shall pursue all legal remedies available to it to recover past due amounts, and shall hold the property owner or record responsible for all costs of collection, including reasonable attorney fees, as a part of such collection efforts and as a part of the fees imposed by County Council pursuant to state law, in order that lawful tax-paying citizens not be forced to subsidize those taxpayers who do not pay this lawful fee in a timely manner.

D. Section 62-7 shall be added as follows:

Sec. 62-7 – Special Fund

All charges, rates, fees or other revenues collected pursuant to this chapter shall be deposited to a special fund to be known as the Solid Waste and Recycling Enterprise Fund, and all funds deposited in the Solid Waste and

Recycling Enterprise Fund shall be expended for the administration, operation, and maintenance of the County solid waste and recycling programs and the acquiring, constructing, renovating, and equipping of apparatus and facilities necessary or convenient therefor. Should the County issue bonds or enter into other obligations the proceeds of which benefit the Solid Waste and Recycling Enterprise System, it may secure such bonds and other obligations with a pledge of all or a portion of the revenues deposited to or derived from the Solid Waste and Recycling Enterprise Fund.

SECTION 3. PUBLIC HEARING. A public hearing shall be held in compliance with Section 6-1-330 of the Code of Laws of South Carolina 1976, as amended prior to third and final reading of this ordinance.

SECTION 4. SEVERABILITY. If any Section, Subsection, or Clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining Sections, Subsections and Clauses shall not be affected thereby.

SECTION 5. CONFLICTING ORDINANCES REPEALED. If any Section, Subsection, or Clause of this ordinance shall conflict with any Section, Subsection or Clause of a preceding ordinance of the County, then the preceding Section, Subsection or Clause is hereby repealed and no longer in effect.

SECTION 6. EFFECTIVE DATE; IMPLEMENTATION. This ordinance shall be effective upon enactment hereof; provided, however, that the provisions hereof shall not be implemented until the effective date of the Fee Ordinance.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joe Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

Summary report:	
Litéra® Change-Pro TDC 10.1.0.300 Document comparison done on 5/20/2020 4:07:58 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4843-5432-2866/7/Ordinance Establishing Solid Waste Enterprise (2020 Beaufort County).docx	
Modified DMS: nd://4843-5432-2866/8/Ordinance Establishing Solid Waste Enterprise (2020 Beaufort County).docx	
Changes:	
Add	3
Delete	1
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	4



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PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

MEMORANDUM

To: Ashley M. Jacobs, County Administrator

CC: Chris Inglese, David Wilhelm, Cindy Carter, Kurt Taylor

From: Pope Flynn, LLC

Date: May 19, 2020

Re: Status of Solid Waste and Recycling Enterprise System Ordinance

I. Background

Currently all solid waste and recycling functions of Beaufort County, South Carolina (the “*County*”) are funded out of the County’s general fund from *ad valorem* property taxes. We understand that establishing a self-supporting enterprise funded with user fees to support this County function is a priority of the County. To establish the enterprise and authorize the fees to finance its activities, the County Council of the County (the “*County Council*”) must hold a public hearing and enact an ordinance by positive majority of County Council (a majority of its total membership). The County must also segregate the fee revenues from the general fund if they are anticipated to comprise more than 5% of County revenues and note that the service was previously funded from property taxes in the County’s annual budget notice.

Responsive to discussions with Chris Inglese, Deputy County Administrator, Pope Flynn, LLC has drafted a proposed ordinance to create a solid waste and recycling enterprise system (the “*System*”) to be funded from user fees. On May 11, 2020, such ordinance, entitled “AN ORDINANCE ESTABLISHING A SOLID WASTE AND RECYCLING ENTERPRISE SYSTEM FOR THE PURPOSE OF PLANNING, DESIGNING, CONSTRUCTING, FUNDING, AND MAINTAINING SOLID WASTE AND RECYCLING MANAGEMENT PROGRAMS, PROJECTS, AND FACILITIES; AND OTHER MATTERS RELATED THERETO” (the “*Enterprise Ordinance*”) received first reading from County Council.

II. Current Status

The Enterprise Ordinance is anticipated to be considered for second reading on May 26, 2020. The Enterprise Ordinance as presently drafted establishes the System and authorizes the County Administrator and Director of Solid Waste and Recycling to (i) establish and organize the System as necessary for its useful and efficient operation, (ii) establish necessary procedures, policies and guidelines for the use of the System, and (iii) recommend appropriate fee and rate schedules for consideration and approval by County Council, including any appropriate exemptions. User fees, or uniform service charges, are authorized by the Enterprise Ordinance to finance the operational and capital requirements related to the System, though the specific fees and charges are contemplated to be set forth initially by a separate ordinance (the “Fee Ordinance”), and thereafter in each County budget ordinance.

We understand that during the fiscal year ending June 30, 2021 (“**FY21**”), the County will engage a rate consultant and initiate plans and processes to accommodate the implementation of both the Enterprise Ordinance and the Fee Ordinance. Accordingly, we understand that the FY21 budget will reflect that the solid waste and recycling services of the County will be a general fund service funded from *ad valorem* property taxes in accordance with past practice, and that the fiscal year ending June 30, 2022 (“**FY22**”) will be the earliest period for which the Enterprise Ordinance and Fee Ordinance may be implemented. Given these considerations, we recommend amending the Enterprise Ordinance at second reading to add a trigger delaying implementation of the Enterprise Ordinance until the Fee Ordinance is effective. We have enclosed a proposed amended Enterprise Ordinance as well as a redline showing the proposed revisions. Furthermore, we would recommend an effective date of July 1, 2021, for the Fee Ordinance should County Council seek to move forward with a view to the FY22 timeframe.

III. Next Steps

May 26, 2020	Second Reading of Enterprise Ordinance (as amended)
June 8, 2020	Public Hearing and Third Reading of Enterprise Ordinance
FY21	Engage Rate Consultant and Study Implementation
Prior to FY22	Public Hearing and Readings of Fee Ordinance
July 1, 2021	Implementation of System, Fee Ordinance Effective

Please do not hesitate to reach out with any questions or comments.

* * *



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance for Airport Tenant Leases

Council Committee:

Executive Committee Meeting

Meeting Date:

April 27, 2020

Committee Presenter (Name and Title):

Jon Rembold Airports Director

Issues for Consideration:

An ordinance authorizing the county administrator to enter into lease agreements with the current tenants occupying property acquired due to the expansion project at the Hilton Head Island Airport.

Points to Consider:

Our plan is to offer a very fair lease rate (we anticipate it will be below market rate) until such time as FAA funding becomes available (we are then obligated to charge not less than market rate) or until December 31, 2020.

Funding & Liability Factors:

TBD

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

ORDINANCE 2020/ _____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO LEASE AGREEMENTS WITH THE CURRENT TENANTS OCCUPYING PROPERTY ACQUIRED DUE TO THE EXPANSION PROJECT AT THE HILTON HEAD ISLAND AIRPORT

WHEREAS, the Hilton Head Island Airport (“Airport”) is in the process of expanding the terminal in order to provide better service to both residents and tourists (“Expansion Project”); and

WHEREAS, on April 8, 2019, the Beaufort County Council approved Talbert, Bright & Ellington, Inc.’s work authorization as consultants (“Consultants”) for the Expansion Project; and

WHEREAS, the Consultants determined the Expansion Project requires Beaufort County to acquire five (5) properties located on Hunter Road, Hilton Head Island, SC 29926 (collectively referred to as the “Properties”) and described in more detail in “Exhibit A”, attached hereto and incorporated herein by reference; and

WHEREAS, in the acquisition of the Properties it has been determined that there are ten (10) tenants currently in the Properties (“Tenants”) and described in more detail in “Exhibit B”, attached hereto and incorporated herein by reference; and

WHEREAS, following the acquisition of the Properties, the County desires to terminate any current leases, and enter into leases with the Tenants that reflect a lease expiration date as required by the Expansion Project and shall include a reasonable lease rate based on square footage of the leased space, and as further described in more detail in “Exhibit C”, attached hereto and incorporated herein by reference; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into leases with the tenants of the Properties purchased for the Expansion Project of the Hilton Head Island Airport.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into lease agreements with the current tenants occupying property acquired due to the Expansion Project at the Hilton Head Island Airport.

Adopted this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

EXHIBIT A

Properties to be Leased

1. 26 Hunter Road, Hilton Head Island, SC 29926
2. 28 Hunter Road, Hilton Head Island, SC 29926
3. 30 Hunter Road, Hilton Head Island, SC 29926
4. 32 Hunter Road, Hilton Head Island, SC 29926
5. 36 Hunter Road, Hilton Head Island, SC 29926

EXHIBIT B

Hunter Road Tenant List

26 Hunter Road

Hilton Head Flooring
Stoneworks

28 Hunter Road

Stoneworks

30 Hunter Road

Window Fashions of Hilton Head
Carolina Contractors, Inc.
H& H Auto Body

32 Hunter Road

Dyess Air Owner/Occupant
Hilton Head Arts Center
Coastline Construction

36 Hunter Road

Avis Car Rental

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**COMMERCIAL PROPERTY
LEASE AGREEMENT**

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (“Lease”) is made and entered into this _____ day of _____, 2020, by and between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as “Landlord” and _____ hereinafter referred to as “Tenant”, collectively referred to as the “Parties”.

NOW, THEREFORE, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, has granted, bargained, and conveyed for a month-to-month tenancy and by these presents does grant, bargain and convey unto Tenant, for the premises described herein below.

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at _____ Hunter Road, Hilton Head Island, SC 29926, hereinafter referred to as “Premises”.

II. RENTAL PAYMENT

2.1 *Payment of Rent.* Tenant shall pay to Landlord the monthly rental payments as described in this Section (“Rent”) during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The term Rent shall be used in this Lease to describe the monthly rental amount owed during any term of tenancy, and is to include both the Initial Rent and Amended Rent when applicable according to the terms set forth in this Section.

2.1.1 *Initial Rent.* The initial monthly rental payment shall be in the amount of _____ (\$____.00) dollars (“Initial Rent”). The Initial Rent shall be effective as of the Commencement Date and shall remain in effect through the Lease Term or any Renewal Term, or until the Amended Rent is applied.

2.1.2 *Amended Rent.* The amended monthly rental payment shall be in the amount of _____ (\$____.00) dollars (“Amended Rent”). The Amended Rent shall be effective at a time determined appropriate by the Landlord and in accordance with the Federal Aviation Administration requirements. Following the Landlord’s determination to implement the Amended Rent, the Amended Rent shall be the monthly rental payment amount paid by the Tenant through the Lease Term or any Renewal Term.

2.1.2.1 *Notice of Amended Rent.* Landlord shall provide Tenant a thirty (30) day written notice prior to the Amended Rent being made effective.

2.2 *Payment of Rent.* The first rental payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 10. All rental payments shall be made in the form of check or wire transfer.

2.3 *Late Payment of Rent.* Any rents not paid within five (5) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of ten percent (10%) of the sum then due.

2.4 *Security Deposit.* The Tenant has deposited with the Landlord the sum of _____ (\$_____) Dollars as a security for the full performance by the Tenant of all the terms of this Lease required to be performed by the Tenant (“Security Deposit”). Such sum shall be returned to Tenant after the expiration or termination of this Lease, provided the Tenant has fully carried out all of its terms.

In the case of any default as set forth in this Lease, the Security Deposit shall be used to reimburse the Landlord for any expenses. Any overages after the aforementioned expenses have been reimbursed shall be released to the Tenant.

III. TERM, ASSIGNMENT AND SUBLETTING

3.1 *Term.* The lease term shall be for a term of months commencing on _____, 2020 (“Commencement Date”) and terminating on December 31, 2020 (“Termination Date”), hereinafter the Lease Term.

3.2 *Renewal.* This Lease may be renewed on a month-to-month basis if agreed upon in writing by the Parties; any one renewal term will be for a period not to exceed thirty (30) days (“Renewal Term”).

3.3 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition. Tenant certifies that all conditions required of the Landlord shall be fulfilled and that there are no defenses to the enforcement of the Lease by the Landlord.

Tenant is fully familiar with the physical condition of the Premises. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice (following Section 9) to Landlord, terminate this Lease.

3.4 *Holding Over.* In no event shall there be any renewal of this Lease by operation of law, unless mutually agreed upon by the Parties, and if Tenant remains in possession of the Premises after the termination of this Lease and without a renewal or a new lease, Tenant shall be deemed to occupy the Premises as a tenant at will at a base rental rate equal to one hundred fifty percent (150%) percent of the existing rental rate together with percentage rent as provided under this Lease, and otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month-to-month tenancy.

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

IV. **TERMINATION.** This Lease shall end on the Termination Date stated in Section 3.1 of this Lease. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice from Landlord to Tenant and/or upon the occurrence of any default event as set forth in Section 9. **Tenant shall have no penalty for terminating this Lease prior to the Termination Date or prior to the end of any Renewal Term.**

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

V. UTILITIES and MAINTENANCE.

- 5.1 *Utilities.* Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Leased Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof.
- 5.2 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition.

VI. USE AND REPAIRS OF PREMISES

- 6.1 *Use of Premises.* Tenant shall use the Premises for the sole purpose of _____. Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.
- 6.2 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, pay to Landlord an amount sufficient to cover the repairs. The Landlord shall provide an itemized accounting of all amounts so sought for compensation.

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

VIII. INSURANCE LIABILITY AND INDEMNIFICATION

- 8.1 *Insurance Liability.* Tenant hereby covenants and agrees to obtain and carry Commercial General Liability insurance during the tenancy in its entirety, whereby Tenant shall name the Landlord as an additional insured party and shall provide Landlord with a Certificate of Insurance. Tenant agrees to carry and will cause Tenant's subcontractors to carry workman's compensation and general liability insurance, personal and property damage insurance naming the Landlord as an additional insured party thereunder and shall provide Landlord with a Certificate of Insurance evidencing the same prior to commencement of the utilization of the Premises. All contracts and subcontracts shall expressly provide that Tenant or subcontractor shall hold Landlord harmless from and against any and all liability which may arise out of the work to be performed thereunder. If any mechanic's or other lien is filed against the Demised Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant's expense by full payment thereof by filing a bond required by law. Tenant's failure to do so shall constitute a material default hereunder.
- 8.2 *Indemnity.* Tenant shall indemnify and shall hold the Landlord harmless from and defend the Landlord against any and all claims, demands, liability, costs, losses or expenses (including attorney's fees and costs) for any injury or death to any person or damage to any property whatsoever arising out of any act or omission of the Tenant or his agents, employees, contractors, invitees, licensees, tenants or assignees unless said claims, demands, liability, costs, losses in expenses (including attorney's fees and costs) result from Landlord's negligence or failure to perform any of Landlord's obligations hereunder. In case any action or proceeding is brought against the Landlord by reason of any such claims or liability, the Tenant agrees to cause such action or proceeding to be defended at its sole expense; provided, however, if the claim, demand or suit is a result of the active negligence of the Landlord and not a condition of the Premises for which Tenant has assumed responsibility then Tenant shall have no duty to defend the Landlord. The provisions of

this Lease with respect to any claims or liabilities occurring or caused prior to any termination of this Lease shall survive such termination.

IX. DEFAULT

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

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

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

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

120 Beach City Road
Hilton Head Island, SC 29926
Phone: 843-255-2952
jrembold@bcgov.net

If to Tenant, To:

Phone: _____
Email: _____

- 10.2 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.
- 10.3 *Parking.* Each Tenant and their guests, invitees and employees of Tenant shall have a non-exclusive access to all parking spaces contained within the common area.
- 10.4 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the Parties affecting the Premises shall have any legal effect.
- 10.5 *Subordination and Attornment.* This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, or other instrument in the nature thereof which may now or hereafter affect Landlord's fee title to the Premises and to any other instrument encumbering the fee title of the Premises and to any modifications, renewals, consolidations, extensions, or replacements thereof. In confirmation of such subordination, Tenant shall, upon demand, at any time or times, execute, acknowledge and deliver to Landlord or the holder of any such mortgage, or other instrument, without expense, any and all instruments that may be requested by Landlord to evidence the subordination of this Lease and all rights hereunder to the lien of any such mortgage, or other instrument, and each such renewal, modification, consolidation, replacement, and extension thereof. If the holder of any mortgage, or other instrument encumbering the fee title of the Premises shall hereafter succeed to the rights of Landlord, whether through conveyance or judicial sale, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between such successor Landlord and Tenant, subject to all of the terms, covenants, and conditions of this Lease.
- 10.6 *Severability.* If any clause or provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts of this Lease shall not be affected thereby, unless such invalidity is essential to the rights of both Parties in which event either Landlord or Tenant shall have the right to terminate this Lease upon written notice to the other party.
- 10.7 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 10.8 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 10.9 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.

10.10 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

10.11 *Time is of the Essence.* Time is of the essence of this Lease.

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

LANDLORD:

Witness

Ashley M. Jacobs
Beaufort County Administrator

Witness

TENANT:

Witness

By: _____

Witness



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Joseph Passiment, Chairman, Beaufort County Executive Committee
FROM: Dave Thomas, CPPO, Purchasing Director
SUBJ: **Approval of Ordinance for Airport Tenant Leases**
DATE: April 27, 2020

BACKGROUND:

As part of the terminal and aircraft parking ramp expansion projects, the airport is acquiring properties along Hunter Road. Since the physical project work will not begin until 2021, the airport, in an effort to be as accommodating as possible, is extending an offer to current tenants to remain in those buildings until the end of 2020. The mechanism for that is the subject ordinance. The intent is to offer leases at a rate that creates no additional burden on the tenants the airport requests County Council's support of our efforts to this end.

FOR ACTION:

Executive Committee meeting occurring April 27, 2020.

RECOMMENDATION:

Beaufort County Purchasing Department recommendation to Executive Committee for approval of subject ordinance.

cc: Ashley Jacobs, County Administrator
Chris Inglese, Deputy County Administrator
Alicia Holland, Asst. County Administrator, Finance
Jon Rembold, C.M., Airports Director

Encl: Recommendation Memo – BCAB Chairman Ackerman
Ordinance for Airport Tenant Leases



TO: Councilman Joseph Passiment, Chairman, Beaufort County Executive Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: **Approval of Ordinance for Airport Tenant Leases**

DATE: April 27, 2020

BACKGROUND:

On April 16, 2020, the Beaufort County Airports Board reviewed the following item:

- Ordinance for Airport Tenant Leases

The board finds the above request acceptable and in line with the provisions of our Contract for Professional Services. The BCAB forwards the attached documents for Executive Committee to review and approve.

FOR ACTION:

Executive Committee meeting occurring April 27, 2020.

RECOMMENDATION:

Beaufort County Airports Board recommendation to Executive Committee for approval of subject ordinance.

Encl: Ordinance for Airport Tenant Leases



TO: Mr. Howard Ackerman, BCAB Chairman

FROM: Jon Rembold, Airports Director

SUBJ: Approval of Ordinance for Airport Tenant Leases

DATE: April 27, 2020

BACKGROUND:

As part of the terminal and aircraft parking ramp expansion projects, the airport is acquiring properties along Hunter Road. Since the physical project work will not begin until 2021, the airport, in an effort to be as accommodating as possible, is extending an offer to current tenants to remain in those buildings until the end of 2020. The mechanism for that is the subject ordinance. The intent is to offer leases at a rate that creates no additional burden on the tenants the airport requests County Council's support of our efforts to this end.

RECOMMENDATION:

Beaufort County Airports Board recommendation to Executive Committee for approval of subject ordinance.

Encl: Ordinance for Airport Tenant Leases



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Amendment to the Stormwater Ordinance

Council Committee:

County Council

Meeting Date:

April 27, 2020

Committee Presenter (Name and Title):

Neil Desai, Public Works Director

Issues for Consideration:

Currently the ordinance includes an exemption for improved private roadways that are shown as a separate parcel of land on the most current Beaufort County tax maps and are used by more than one property owner to access their property. Amendment to the ordinance is needed to include an exemption for improved private roadways that are not shown as a separate parcel of land on the most current Beaufort County tax maps but are used by more than one property owner to access their property. This will allow fair and equitable assessment of stormwater fees. Other proposed revisions are to reflect organizational changes and provide clarification in regards to Beaufort County Stormwater Utility's jurisdiction.

Points to Consider:

Consistent application of stormwater fees for roadways used by more than one property owner to access their property. Presented to Stormwater Management Utility Board on February 12, 2020 and the Board recommends the proposed changes to the ordinance. This amendment was approved by the Executive Committee on April 13, 2020.

Funding & Liability Factors:

Allows stormwater rate structure to be more defensible and consistently applied.

Council Options:

Approve the amendment as proposed or leave the ordinance as written.

Recommendation:

To approve the proposed amendment of the Stormwater Ordinance to include the exemption of private roadways that are not shown as a separate parcel of land but are used by more than one property owner to access their property and update the ordinance to provide clarification and reflect organizational changes.

ORDINANCE 2020 /

AN ORDINANCE TO AMEND THE STORMWATER MANAGEMENT UTILITY ORDINANCE 2018/6 AS ADOPTED MARCH 12, 2018 TO PROVIDE FOR ADDITIONAL EXEMPTIONS RELATED TO PRIVATE ROADWAYS, REFLECT ORGANIZATIONAL CHANGES AND PROVIDE CLARIFICATION IN REGARDS TO BEAUFORT COUNTY STORMWATER UTILITY'S JURISDICTION.

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

WHEREAS, Chapter 99, Article II, "Stormwater Management Utility" was adopted on August 27, 2001 and was modified by Ordinance on August 22, 2005, September 28, 2015, September 26, 2016, October 24, 2016, and March 12, 2018; and

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

WHEREAS, to meet the increasing demands on the Stormwater Management Utility in the areas of mandated municipal Separate Stormsewer Systems (MS4) permitting, capital project needs, and cost of service of operations and maintenance, as well as an evolving understanding of the impacts of the urban environment on water quality, the Stormwater Management Utility finds it necessary to amend the structure in which fees are determined and adjust the fees charged to the citizens of Beaufort County to meet said demands in a fair and equitable manner; and

WHEREAS, currently the ordinance includes an exemption for improved public road rights-of-way that have been conveyed to and accepted for maintenance by the state department of transportation and are available for use in common for vehicular transportation by the general public, and

WHEREAS, currently the ordinance includes an exemption for improved public road rights-of-way that have been conveyed to and accepted for maintenance by Beaufort County and are available for use in common for vehicular transportation by the general public, and

WHEREAS, currently the ordinance includes an exemption for improved private roadways that are shown as a separate parcel of land on the most current Beaufort County tax maps and are used by more than one property owner to access their property, and

WHEREAS, further amendments are needed to make adjustments to the rate structure to address the differences in fee determination and billing for private roadways; and

WHEREAS, the Stormwater Management Utility Board has determined that it would be fair and equitable to include an exemption for improved private roadways that are not shown as a

separate parcel of land on the most current Beaufort County tax maps but are used by more than one property owner to access their property, and

WHEREAS, Beaufort County Council believes it is appropriate to amend Chapter 99 of the Beaufort County Code and to provide for additional terms to said Article; and

WHEREAS, text that is underscored shall be added text and text ~~lined through~~ shall be deleted text.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that Chapter 99 of the Beaufort County Code is hereby amended and replaced with the following:

Chapter 99 - STORMWATER MANAGEMENT

ARTICLE I. - IN GENERAL

Secs. 99-1—99-100. - Reserved.

ARTICLE II. - STORMWATER MANAGEMENT UTILITY

Sec. 99-102. - Establishment of a stormwater management utility and a utility enterprise fund.

There is hereby established within ~~the environmental engineering division of~~ Beaufort County a stormwater management utility for the purpose of conducting the county's stormwater management program. The county administrator shall establish and maintain a stormwater management utility enterprise fund in the county budget and accounting system, which shall be and remain separate from other funds. All revenues of the utility shall be placed into the stormwater management utility enterprise fund and all expenses of the utility shall be paid from the fund, except that other revenues, receipts, and resources not accounted for in the stormwater management utility enterprise fund may be applied to stormwater management programs, services, systems, and facilities as deemed appropriate by the Beaufort County Council. The county administrator may designate within the stormwater management utility enterprise fund such sub-units as necessary for the purpose of accounting for the geographical generation of revenues and allocation of expenditures pursuant to interlocal governmental agreements with the cities and towns of Beaufort County.

Sec. 99-109. - Exemptions and credits applicable to stormwater service fees.

Except as provided in this section, no public or private property shall be exempt from stormwater utility service fees. No exemption, credit, offset, or other reduction in stormwater service fees shall be granted based on the age, tax, or economic status, race, or religion of the customer, or other condition unrelated to the stormwater management utility's cost of providing stormwater programs, services, systems, and facilities. A stormwater management utility service fee credit manual shall be prepared by the stormwater manager specifying the design and performance standards of on-site stormwater services, systems, facilities, and activities that qualify for application of a service fee credit, and how such credits shall be calculated.

(b) Exemptions. The following exemptions from the stormwater service fees shall be allowed:

- (1) Improved public road rights-of-way that have been conveyed to and accepted for maintenance by the state department of transportation and are available for use in common for vehicular transportation by the general public.
- (2) Improved public road rights-of-way that have been conveyed to and accepted for maintenance by Beaufort County and are available for use in common for vehicular transportation by the general public.
- (3) Improved private roadways that are shown as a separate parcel of land on the most current Beaufort County tax maps and are used by more than one property owner to access their property.
- (4) Improved private roadways that are not shown as a separate parcel of land on the most current Beaufort County tax maps but are used by more than one property owner to access their property.
- ~~(4)~~ (5) Railroad tracks shall be exempt from stormwater service fees. However, railroad stations, maintenance buildings, or other developed land used for railroad purposes shall not be exempt from stormwater service fees.
- ~~(5)~~ (6) Condominium boat slips shall be exempt from stormwater service fees.
- ~~(6)~~ (7) Properties determined by the assessor having 100 percent of the gross area of the property submerged, salt water marsh, or freshwater wetland will not receive an administrative charge, if applicable in the utility rate structure, after the applicable credit defined in paragraph (a) above has been applied to the account.

Sec. 99-203. - Definitions.

The following definitions shall apply in articles III, IV, V, and VI this chapter. Any term not herein defined shall be given the definition, if any, as is found elsewhere in the Code of Articles of Beaufort County, including the community development code (CDC) ordinance.

Administrators. ~~The director of environmental engineering and land management~~ Beaufort County, ~~the stormwater manager~~ and other individuals designated by the county administrator, from time to time, to administer interpret and enforce this article.

Sec. 99-206. - County stormwater management administration.

Stormwater management will be administered by ~~the environmental engineering and land management division~~ Beaufort County and the stormwater department to administer and implement the regulations of this article as set forth in the CDC and BMP manual.

Adopted this _____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

APPROVED AS TO FORM:

Ashley M. Jacobs
Beaufort County Administrator

ATTEST:

Sarah Brock, Clerk to Council

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



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Resolution Authorizing the County Administrator to execute an MOU with May River Apartments (Affordable Housing Impact Fee Waiver).

Council Committee:

County Council

Meeting Date:

May 26, 2020

Committee Presenter (Name and Title):

Eric Greenway, Director

Issues for Consideration:

Sec. 82-33. - Imposition, Calculation and Collection of the Beaufort County Code makes a provision for the waiver/reduction of impact fees that comply with certain Annual Median Income criteria (see attached). The May River Apartment Owner is developing a 24-unit multi-family apartment project. No less than 18 of the 24 units will be rental affordable housing units as defined in CDC Section 4.1.350.D.b, so all household income in no less than 18 of the units will be less than or equal to eighty percent (80%) of the area median income (the "Rental Affordable Units"). Therefore, a request has been received for a 60% reduction in the impact fees due as provided in Section 82-83.

Points to Consider:

We collect the impact fees at the time of permits. However, in this case the regulatory program being used by the developer will not allow the necessary affordable housing restrictive covenants to be recorded until after construction has commenced. Therefore, staff is proposing that we use the attached MOU as the basis of conditionally approving the waiver and deferring any payment of required impact fees to prior to the issuance of any certificate of occupancy for any of the units. This will allow the necessary documents to be recorded, in compliance with the regulatory program being used by the developer, to ensure that the designated units remain in compliance with impact fee chart for affordable housing but also allows the County to maintain leverage for the collection of the fees should the necessary documents not be executed prior to requested occupancy.

Funding & Liability Factors:

Transportation Fee will be reduced from \$51,622.00 to approximately \$20,648.80, Fire Fee will be reduced from \$5051.00 to approximately \$2020.40, Library Fee will be reduced from \$13,272.00 to approximately \$5308.80, Parks and Recreation will be reduced from \$33,240.00 to approximately \$13,296.00. This will require approximately \$61,911.00 to be paid from the Affordable Housing Impact Fee allocation approved by the Council in 2019. These fees are estimates only, the Building and Codes Division who will confirm the fees when collected.

Council Options:

Approve the waiver as specified in the MOU
Modify the terms of the MOU

Recommendation:

Staff recommends the conditional approval of the waivers as specified in the MOU. During the Fiance Committee meeting on May 18th, 2020 the committee unanimously recommended approval to authorize the County Administrator to enter into the MOU.

A Resolution Authorizing the County Administrator to execute an MOU with May River Apartments (Affordable Housing Impact Fee Waiver)

WHEREAS, Beaufort County Code Sec. 82-33. Provides for the Imposition, Calculation and Collection of impact fees, and

WHEREAS, Section 82-33 makes a provision for the waiver/reduction of impact fees that comply with certain Annual Median Income criteria, and

WHEREAS, The May River Apartment Owner is developing a 24-unit multi-family apartment project. No less than 18 of the 24 units will be rental affordable housing units as defined in CDC Section 4.1.350.D.b, so all household income in no less than 18 of the units will be less than or equal to eighty percent (80%) of the area median income (the "Rental Affordable Units"), and

WHEREAS, therefore, a request has been received for a 60% reduction in the impact fees due as provided in Section 82-83, and

WHEREAS, The Transportation Fee will be reduced from \$51,622.00 to approximately \$20,648.80. The Fire Fee will be reduced from \$5051.00 to approximately \$2020.40. The Library Fee will be reduced from \$13,272.00 to approximately \$5308.80. The Parks and Recreation fee will be reduced from \$33,240.00 to approximately \$13,296.00. This will require approximately \$61,911.00 to be paid from the Affordable Housing Impact Fee allocation approved by the Council in 2019. These fees are estimates only, and Council specifically delegates to the Building and Codes Division the authority to confirm the fees when collected; and

NOW, THEREFORE, County Council hereby RESOLVES TO approve the waivers as specified in the attached MOU, and authorizes the County Administrator to enter into, execute and deliver the MOU.

IT IS SO ORDERED!

ATTEST: Sarah Brock, Clerk to Council

Joe Passiment,
Chairman



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Memorandum of Understanding (MOU) between Beaufort County and the City of Beaufort related to Mossy Oaks Drainage Project

Council Committee:

County Council

Meeting Date:

May 26, 2020

Committee Presenter (Name and Title):

Neil Desai, P.E., Public Works Director

Issues for Consideration:

Beaufort County has committed to financially contributing to the City of Beaufort's Mossy Oaks Drainage Project starting in FY19 for a \$5,000 contribution and again in FY20 for \$15,404 both towards the engineering study/analysis for this project. An additional \$205,000 was committed and approved by the Stormwater Utility Board for FY20. A formal agreement instrument was never executed and the proposed MOU will establish this formal instrument. The project is multi-jurisdictional with portions of unincorporated Beaufort County within the project boundary.

Points to Consider:

To date, Beaufort County has contributed a total of \$20,404 and with the counsel of the Legal Department a MOU is needed for any future committed obligations. The MOU was approved by the Natural Resources Committee on May 4, 2020.

Funding & Liability Factors:

Funding is available within the FY21 Stormwater Division budget.

Council Options:

Beaufort County options include entering into the proposed MOU or not to enter into the agreement.

Recommendation:

Staff recommends to enter into the proposed MOU to proceed with disbursement of the committed funds to the project.

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

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the City of Beaufort (“City”) and Beaufort County (“County”), hereinafter collectively referred to as the “Parties”, and directly relates to the Mossy Oaks drainage project and the drainage network which is largely defined by a jointly funded engineering study that includes a 500 acre water shed found in the area centering largely in the vicinity of Southside Park and the Dowling Pond. The work conducted as on behalf of the Mossy Oaks drainage project will be referred to as the “Project”.

WHEREAS, the Mossy Oaks area encompassing portions of Port Royal, the City of Beaufort, Beaufort County, SCDOT roads, and the Beaufort County School District suffered damage from a series of severe weather events (storm surge, rain, and wind) within a very compressed timeframe (2016-2018); and

WHEREAS, the repetitive flooding events are responsible for a significant amount of damage that impacted private and public infrastructure; and

WHEREAS, based on the repeated flooding events, the Mossy Oaks Drainage Task Force (MODTF) was formed in September of 2017 to focus on this issue. Subsequent to the task force being formed, a major engineering study was commissioned and funded through a multijurisdictional effort; and

WHEREAS, the engineering report indicates the need for immediate routine maintenance and major construction to provide enduring relief to those who are affected by a 500-acre water shed; and

WHEREAS, the Parties desire to enter into an agreement in order to establish the terms, conditions, and basic framework that will ultimately support the larger efforts to improve drainage and reduce the potential for catastrophic damage to public and private infrastructure, as well as, provide the terms and conditions regarding funds and other types of non-monetary project assistance to lessen the effects of flooding in the area.

NOW, THEREFORE, the City and County, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, hereby agree as follows:

1. **PURPOSE.** This MOU endeavors to facilitate funding or those activities directly related to relieving or mitigating the effects of flooding within the area defined articulated in the engineering analysis.
2. **TERM.** This MOU shall be effective as of the date first written above and continue until the completion of the Parties’ responsibilities as set forth in this MOU, but shall not exceed three (3) years from the date first stated above. The terms and obligations set forth in this MOU shall not be renewed.

3. **AREA.** The area affecting this MOU includes the drainage system that is defined by the engineering study completed by Infrastructure Consulting and Engineering (Volume I&II) completed in August 2018, as further described in Exhibit 1 attached hereto and incorporated herein by reference.

4. **UNDERSTANDING OF THE PARTIES.**

a. *Responsibilities of The City of Beaufort.* The City shall:

- i. Invoice, based on a pledge from the County, the County for \$205,000 in support of construction and other direct mitigation efforts designed to reduce or eliminate the effect of flooding in the area defined by the engineering study as Mossy Oaks; and
- ii. Provide a dedicated project management team to ensure the appropriate use of pledged funds in support of the project; and
- iii. Ensure that the County receives regular updates regarding the use of the pledged funds complete with the impact; and
- iv. Holds the County harmless for any unforeseen adverse actions resulting from the use of the pledged funds (i.e. construction accidents or incidents); and
- v. Work in concert with the Beaufort County Public Information Officer, craft public information releases to the public identifying the contributions and impact of the pledged county funds for the project; and
- vi. Ensure the appropriate County representatives are invited to all meetings that determine the method and manner of leveraged pledged County funds; and
- vii. Coordinate directly with the appropriate County designee for non-monetary support like requesting construction staging areas or the use of County controlled real estate for the specific purpose of supporting the project; and
- viii. Assume all responsibility for any contributed Beaufort County funds deployed in support of the Mossy Oaks project.

b. *Responsibilities of Beaufort County.* The County shall:

- i. Upon receipt of an invoice from the City, provide \$205,000 to the City for the specific purpose of reducing or eliminating the impact of flooding within the Mossy Oaks drainage area as identified by the August 2018 engineering study; and
- ii. Provide a representative to the project, when available, to ensure all the County's concerns, questions, or comments are addressed in a timely fashion; and
- iii. Assist where and when possible to facilitate the construction staging areas or input into proposed construction or other flood mitigation efforts; and
- iv. When appropriate and deemed necessary by Beaufort County leadership, coordinate briefs from the City of Beaufort Mossy Oaks project management team to the appropriate audience at the County; and
- v. Coordinate with the City of Beaufort prior to releasing information to the public or press.

5. **COMMUNICATION.** Any communication required by the terms and conditions set forth in this MOU shall be made to the following Points of Contact, or any future individual in the same position:

To County: Mr. Neil Desai, P.E.
Public Works Director
Ph. (843) 255-2740
nilesh.desai@bcgov.net

To City: Mr. Matt St. Clair
Public Projects & Facilities Director
Ph. (843) 470-3512
mstclair@cityofbeaufort.org

6. **NOTICES.** Each party shall give the other notice of any adverse circumstances or situations arising in connection with the use of the Property including notice of any claim or dispute arising from its use. Any such notice including and any other notice necessary or appropriate under this Agreement shall be given as follows:

To County: Beaufort County
Attn: County Administrator
P.O. Box 1228
Beaufort, SC 29901

If to County, with Copy to: Beaufort County
Attn: Mr. Neil Desai, P.E.
P.O. Box 1228
Beaufort, SC 29901

To City: City of Beaufort
Attn: City Manager (Mr. William A. Prokop)
1911 Boundary Street
Beaufort, SC 29902

If to City, with Copy to: City of Beaufort
Attn: Matt St. Clair
1911 Boundary Street
Beaufort, SC 29902

7. **TERMINATION.** Either party shall have the right to terminate this MOU for cause upon a thirty (30) day written notice.

8. **GENERAL PROVISIONS**

- a. ***Mutual Cooperation.*** The Parties shall cooperate with each other and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this Agreement.

- b. **Disputes.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The Parties shall be equally responsible for the cost of mediation.
- c. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the parties shall be deemed to have merged into this Agreement.
- d. **Amendment or Modification.** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- e. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.
- f. **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.
- g. **Assignability or Transfer.** This MOU, in its entirety or partially, shall not be assigned or transferred to another party.
- h. **Counterparts.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.
- i. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
- j. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
- k. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.
- l. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

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

BEAUFORT COUNTY

Witness

Ashley M. Jacobs
Beaufort County Administrator

Witness

CITY OF BEAUFORT

Witness

William A. Prokop
City of Beaufort Manager

Witness

RESOLUTION 2020 /

A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BEAUFORT RELATING TO THE MOSSY OAKS DRAINAGE PROJECT.

WHEREAS, the Beaufort County (the “**County**”) Stormwater department operates its utility to provide services to the citizens of Beaufort County; and

WHEREAS, the County has agreed to cost-share in the Mossy Oaks drainage project with the City of Beaufort, South Carolina (the “**City**”); and

WHEREAS, the City and the County have negotiated a Memorandum of Understanding to facilitate funding of those activities directly related to relieving or mitigating the effects of flooding within the Mossy Oaks area and desire to enter into this mutually beneficial arrangement.

NOW THEREFORE, BE IT RESOLVED, THAT BEAUFORT COUNTY COUNCIL, in a meeting duly assembled, does hereby authorize the County Administrator to execute the Memorandum of Understanding with the City of Beaufort attached hereto and made part of this Resolution:

ADOPTED, this ___ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



Memorandum

To: Beaufort County Council

Via Chairman Lawrence P. McElynn, Community Services Committee

From Christopher S. Inglese, Deputy County Administrator

Date: May 4, 2020

Copy: Ashley Jacobs, County Administrator
Phil Foot, Assistant County Administrator, Public Safety
Monica Spells, Assistant County Administrator, Civic Engagement and Outreach
Dave Wilhelm, Assistant County Administrator, Public Works and Sustainability
Hayes Williams, Finance Director

Re: 2020 Community Development Block Grant (CDBG) Potential Priority Project Need Areas

Background:

The South Carolina Community Development Block Grant (CDBG) Program provides grants to eligible local governments that do not directly receive CDBG funding from the U.S. Department of Housing and Urban Development (HUD). CDBG grants can fund a variety of projects, from revitalizing neighborhoods to improving community infrastructure, providing public facilities, and creating or retaining jobs. The South Carolina Department of Commerce, Division of Grants Administration, administers the local program along with the Lowcountry Council of Governments. The authorizing statute of the CDBG program requires that each activity funded except for program administration and planning activities must meet one of three national objectives:

- Benefit to persons with low-to-moderate income (LMI);
- Aid in the prevention or elimination of slums or blight; and
- Meet an urgent need where existing conditions pose a serious or immediate threat to the health or welfare of the community.

Beaufort County held a public hearing about the CDBG Program during the regular meeting of Beaufort County Council on January 27, 2020, to share the program and the types of projects eligible for grant funding. As a follow-up, Beaufort County Council should have a formal motion and vote on at least **three priority project need areas** should the County identify potential CDBG-qualifying projects and want to submit a CDBG grant application later this year.

Recommendation:

Staff recommends the following priority project need areas for Beaufort County:

- Public Infrastructure and Improvements Projects, e.g., water and sewer improvements and drainage systems.
- Neighborhood Improvements Projects, e.g., sidewalks and storm drains.
- Community Facilities, e.g., curbs, gutters, streetlights, neighborhood facilities.

Staff also recommends that the Community Services Committee make a recommendation to full Council to accept these project need areas during the County Council meeting scheduled for May 26, 2020.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

2020 Community Development Block Grant (CDBG) Potential Priority Project Need Areas

Council Committee:

Council Regular

Meeting Date:

May 26, 2020

Committee Presenter (Name and Title):

Chris Inglese, Deputy County Administrator / Monica Spells, Assistant County Administrator

Issues for Consideration:

- The South Carolina Community Development Block Grant (CDBG) Program provides grants to eligible local governments that do not directly receive CDBG funding from the U.S. Department of Housing and Urban Development (HUD).
- CDBG grants can fund a variety of projects, from revitalizing neighborhoods to improving community infrastructure.
- The South Carolina Department of Commerce administers the local program along with the Lowcountry Council of Governments.

Points to Consider:

The authorizing statute of the CDBG program requires that each activity funded except for program administration and planning activities must meet one of three national objectives:

- Benefit to persons with low-to-moderate income (LMI);
- Aid in the prevention or elimination of slums or blight; and
- Meet an urgent need where existing conditions pose a serious or immediate threat to the health or welfare of the community.

Funding & Liability Factors:

- None at this time.
- Beaufort County held a public hearing about the CDBG Program during the regular meeting of Beaufort County Council on January 27, 2020, to share the program and the types of projects eligible for grant funding.
- As a follow up, County Council should have a formal motion and vote on at least three priority project need areas should the County identify potential CDBG-qualifying projects and want to submit a CDBG grant application later this year.
- If the County seeks to submit an application, staff recommends the following priority project need areas for Beaufort County:
 - Public Infrastructure and Improvements Projects, e.g., water and sewer improvements and drainage systems.
 - Neighborhood Improvements Projects, e.g., sidewalks and storm drains.
 - Community Facilities, e.g., curbs, gutters, streetlights, neighborhood facilities.

Council Options:

- Approve or disapprove.
- Community Services Committee unanimously approved the staff recommendation during its meeting on May 4, 2020.

Recommendation:

- Approve staff recommendation.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Myrtle Park Access and Parking Agreement

Council Committee:

Full County Council

Meeting Date:

May 26th, 2020

Committee Presenter (Name and Title):

John O'Toole, Executive Director, Beaufort County Economic Development Corporation

Issues for Consideration:

Entering into an access and parking agreement with CSD Myrtle Park LLC. The developer shall have a non-exclusive right of use over and across the County Parcel for the purpose of pedestrian and vehicular access, ingress and egress, and parking of residential

Points to Consider:

- As part of the agreement, parking shall only be authorized in available spaces on the County Parcel. CSD Myrtle Park LLC will

Funding & Liability Factors:

The County Parcel shall not be used for the storage of any vehicles, boats, trailers or other similar equipment or products belonging to Myrtle Park or its tenants or others claiming through them. CSD Myrtle Park LLC shall be held responsible for any damage to the County Parcel resulting from any accident, injury, loss or damage occurring to any person or to the property of any person arising out of or resulting from the exercise of the rights and privileges granted herein to Myrtle Park and the Invitees.

Council Options:

Approve first reading of the access and parking agreement with CSD Myrtle Park LLC.

Recommendation:

Approve first reading of the access and parking agreement with CSD Myrtle Park LLC.

ACCESS AND PARKING
AGREEMENT

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

RECITALS:

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

WHEREAS, Beaufort County is the owner of that real property known as a portion of Parcel 6B, Myrtle Park, Beaufort County, South Carolina and more particularly described on **Exhibit “B”** attached hereto and made a part hereof by this reference (the “County Parcel”), and as shown on that plat attached hereto as **Exhibit “C”** attached hereto and made a part hereof by this reference; and

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

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

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

Parcel or Parcels shall mean the Myrtle Park Parcel and the County Parcel, either individually or collectively, as the context requires.

2. **Access and Parking Agreement.**

Beaufort County, as the owner of the County Parcel, hereby grants to Myrtle Park, as the owner of the Myrtle Park Parcel, a perpetual, non-exclusive easement over and across the County Parcel for the purpose of pedestrian and vehicular access, ingress and egress, and parking of residential vehicles (including pick-up trucks and residential sized vans) subject to the terms hereof. Parking shall only be authorized in available spaces on the County Parcel, provided that the parking spaces contiguous to the Myrtle Park Parcel shall at all times remain as parking spaces open to the public on a first come first served basis. The County Parcel shall not be used for the storage of any kind, particularly, but not limited to any vehicles, boats, trailers or other similar equipment or products belonging to Myrtle Park or its tenants or others claiming through them. Since the parking spaces will be open to the public on a first come first served basis, Myrtle Park understands and acknowledges that at certain times parking spaces may not be available for use by it and its Invitees (as defined below).

3. **Maintenance.** Beaufort County shall have the sole right and obligation to maintain the County Parcel in good operating order and repair, at its sole cost and expense. Notwithstanding the foregoing, if the County Parcel is damaged as the result of any action by Myrtle Park, including, but not limited to, any action of guests, invitees, employees, agents, or contractors of Myrtle Park or its tenants (the “Invitees”), Myrtle Park shall reimburse Beaufort County for its direct, out-of-pocket costs and expenses incurred to repair said damage. Beaufort County shall have no responsibility for any loss, accident, damage or injury to any persons, vehicles or otherwise on the County Property.

4. **Indemnity.** Myrtle Park, its successors and assigns, shall defend, indemnify, and hold harmless Beaufort County from all claims, losses, actions, proceedings and costs (including reasonable attorney’s fees actually incurred and court costs) resulting from any accident, injury, loss or damage occurring to any person or to the property of any person arising out of or resulting from the exercise of the rights and privileges granted herein to Myrtle Park and the Invitees (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the gross negligence or willful act or omission of Beaufort County).

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

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

Witness

Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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

Witness my hand and official seal this ____ day of _____, 2020.

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

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

CSD MYRTLE PARK, LLC
a South Carolina limited liability company

By: _____

Its: _____

Witness

Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

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

Witness my hand and official seal this ____ day of _____, 2020.

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

EXHIBIT "A"

MYRTLE PARK PARCEL

EXHIBIT "B"
COUNTY PARCEL

EXHIBIT "C"

PLAT SHOWING COUNTY PARCEL



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation of Award to MAJ Enterprises, Inc. for IFB #041420E Ft. Fremont Preserve Roadway Improvements

Council Committee:

County Council Meeting

Meeting Date:

May 26, 2020

Committee Presenter (Name and Title):

David L. Thomas, Purchasing Director

Issues for Consideration:

On March 9, 2020, Beaufort County published a solicitation for construction services for the roadway improvements at Fort Fremont Preserve. The work will consist of roadway repairs, pervious parking spaces, and landscaping to the entrance of Fort Fremont and the newly constructed Interpretive Center.

An Engineer's estimate was prepared by Cranston Engineering:

Total Estimated Project Cost:	\$255,200.24
15% Contingency:	\$ 38,280.04
Total Estimated Project Cost w/ Contingency:	\$293,480.28

Points to Consider:

On April 14, 2020, Beaufort County received six (6) bids:

	Grand Total Price
1. MAJ Enterprises, Inc.	\$162,173.00
2. Cleland Site Prep	\$259,025.00
3. APAC Atlantic Inc.	\$262,295.00
4. Eurovia Atlantic Coast, LLC DBA Blythe	\$280,955.50
5. JH Hiers	\$282,487.30
6. EnviroSmart	\$294,426.00

Staff conducted an on-site scope of work review with MAJ Enterprises, Inc. to confirm all work was included in their bid price. MAJ Enterprises, Inc. will self-perform 100% of the work. They have a bond capacity of 1 million and has been in business in Beaufort County for 47 years. For these reasons, staff is confident that MAJ Enterprises can complete the work in accordance with construction documents.

Funding & Liability Factors:

MAJ Enterprises, Inc. provided a bid of \$162,173. With a 10% contingency of \$16,217, the total project cost is \$178,390. The funding for the project is paid through the Rural & Critical Lands Passive Parks Program account number 45020011-54405.

Council Options:

Approve Recommendation of Award to MAJ Enterprises, Inc or;
Disapprove Recommendation of Award to MAJ Enterprises, Inc.

Recommendation:

Public Facilities Committee approved the recommendation award on May 18, 2020 and recommends County Council approve the contract award to MAJ Enterprises, Inc. for IFB#041420E Fort Fremont Preserve Roadway Improvements for the amount of \$162,173 with a 10% contingency of \$16,217 totaling \$178,390.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: New Contract as a Result of Solicitation
Recommendation of Award to MAJ Enterprises, Inc.
Fort Fremont Preserve Roadway Improvements, IFB 041420E

DATE: 05/18/2020

BACKGROUND:

On March 9, 2020, Beaufort County published a solicitation for construction services for the roadway improvements at Fort Fremont Preserve. The work will consist of roadway repairs, pervious parking spaces, and landscaping to the entrance of Fort Fremont and the newly constructed Interpretive Center.

An Engineer's estimate was prepared by Cranston Engineering:

Total Estimated Project Cost: \$255,200.24
15% Contingency: 38,280.04
Total Estimated Project Cost w/ Contingency: \$293,480.28

BIDDER INFORMATION On April 14, 2020, Beaufort County received six (6) bids:

Table with 2 columns: Bidder Name, Grand Total Price. Includes MAJ Enterprises, Inc. (\$162,173.00), Cleland Site Prep (\$259,025.00), APAC Atlantic Inc. (\$262,295.00), Eurovia Atlantic Coast, LLC DBA Blythe (\$280,955.50), JH Hiers (\$282,487.30), and EnviroSmart (\$294,426.00).

Staff conducted an on-site scope of work review with MAJ Enterprises, Inc. to confirm all work was included in their bid price. MAJ Enterprises, Inc. will self-perform 100% of the work. They have a bond capacity of 1 million and has been in business in Beaufort County for 47 years. For these reasons, staff is confident that MAJ Enterprises can complete the work in accordance with construction documents.

VENDOR INFORMATION:

COST:

MAJ Enterprises, Inc. \$178,390
\$162,173 (Bid) + \$16,217 (10% Contingency) = \$178,390

Insert Addition Vendor Info.

FUNDING:

MAJ Enterprises, Inc. provided a bid of \$162,173. With a 10% contingency of \$16,217, the total project cost is \$178,390. The funding for the project will be paid through the Rural & Critical Lands Passive Parks Program, account number 45020011-54405.

Funding approved: Yes By: raymond.williams Date: 05/07/2020

FOR ACTION: Public Facilities Committee Meeting May 18, 2020.

RECOMMENDATION:

Public Facilities Committee approve, and recommend County Council approve, the contract award to MAJ Enterprises, Inc., for the roadway improvements at the Fort Fremont Preserve in the amount of \$178,390. Budget Amendment to be processed for passive parks.

Attachment: FtFremont.pdf 988.18 KB Click here to attach a file

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 05/07/2020

Check to override approval: Overridden by:

Override Date:

Raymond Williams, Finance Director

Approved: Yes Date: 05/07/2020

Andrea Atherton, Director, Engineering Department Approved: Yes Date: 05/07/2020

Check to override approval: Overridden by: Override Date: ready for admin:

CC others

Approved by Committee:

Approved by Council:

After Initial Submission, Use the Save and Close Buttons



COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING DEPARTMENT
 2266 Boundary Street, Beaufort, South Carolina 29902
 Post Office Drawer 1228, Beaufort, South Carolina 29901-1228
 Telephone: 843-255-2700 Facsimile: 843-255-9420
 Website: www.beaufortcountysc.gov

TO: Chairman Brian Flewelling, Public Facilities Committee

FROM: David L. Thomas, Purchasing Director

SUBJ: **Recommendation of Award to MAJ Enterprises, Inc.**
 Fort Fremont Preserve Roadway Improvements, IFB #041420E

DATE: April 30, 2020

BACKGROUND On March 9, 2020, Beaufort County published a solicitation for construction services for the roadway improvements at Fort Fremont Preserve. The work will consist of roadway repairs, pervious parking spaces, and landscaping to the entrance of Fort Fremont and the newly constructed Interpretive Center.

An Engineer’s estimate was prepared by Cranston Engineering:

Total Estimated Project Cost:	\$255,200.24
15% Contingency:	\$ 38,280.04
Total Estimated Project Cost w/ Contingency:	<u>\$293,480.28</u>

BIDDER INFORMATION On April 14, 2020, Beaufort County received six (6) bids:

	<u>Grand Total Price</u>
1. MAJ Enterprises, Inc.	\$162,173.00
2. Cleland Site Prep	\$259,025.00
3. APAC Atlantic Inc.	\$262,295.00
4. Eurovia Atlantic Coast, LLC DBA Blythe	\$280,955.50
5. JH Hiers	\$282,487.30
6. EnviroSmart.....	\$294,426.00

Staff conducted an on-site scope of work review with MAJ Enterprises, Inc. to confirm all work was included in their bid price. MAJ Enterprises, Inc. will self-perform 100% of the work. They have a bond capacity of 1 million and has been in business in Beaufort County for 47 years. For these reasons, staff is confident that MAJ Enterprises can complete the work in accordance with construction documents.

FUNDING MAJ Enterprises, Inc. provided a bid of \$162,173. With a 10% contingency of \$16,217, the total project cost is \$178,390. The funding for the project is paid through the Rural & Critical Lands Passive Parks Program account number 45020011-54405.

FOR ACTION Public Facilities Committee Meeting May 18, 2020.

RECOMMENDATION Public Facilities Committee approve, and recommend County Council approve the contract award to MAJ Enterprises, Inc. for IFB#041420E Fort Fremont Preserve Roadway Improvements for the amount of \$162,173 with a 10% contingency of \$16,217 totaling \$178,390.

cc: Ashley Jacobs, County Administrator
 Hayes Williams, Director of Finance

Attachments: 1. Cranston’s Engineer’s Estimate
 2. Bid Tabulation
 3. MAJ Enterprises, Inc. Schedule of Prices

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT



Project Name:	Fort Fremont Preserve Roadway Improvement
Project Number:	IFB 041420E
Project Budget:	
Bid Opening Date:	9-Jul-19
Time:	3:00
Location:	
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF Prices	SUB LISTING	SMBE DOCS	Grand Total Price
MAJ Enterprises Inc.	X	X	X	X		X	\$ 162,173.00
Cleland Site Prep	X	X	X	X	X	X	\$ 259,025.00
APAC Atlantic Inc.	X	X	X	X	X	X	\$ 262,295.00
Eurovia Atlantic Coast LLC DBA Blythe	X	X	X	X	X	X	\$ 280,955.50
JH Hiers	X	X	X	X	X	X	\$ 282,487.30
EnviroSmart	X	X	X	X		X	\$ 294,426.00

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.

Bid Administrator Signature

Victoria Moyer
Bid Recorder



DATE: 12/20/2019

ENGINEER'S COST ESTIMATE
 PROJECT: FORT FREMONT PRESERVE ROADWAY IMPROVEMENTS
 LOCATION: 1124 LANDS END ROAD, ST. HELENA ISLAND, SC
 OWNER: BEAUFORT COUNTY
 CEG PROJECT #: 2019-0387

Item	Description	Quantity	Units	Unit Price	Total
1	Tree Removal/Clearing	12	EA	\$750.00	\$9,000.00
2	Stump Removal as needed	12	EA	\$243.00	\$2,916.00
3	Selective underbrushing	0.27	AC	\$6,225.00	\$1,651.41
4	Sawcut existing asphalt	235	LF	\$2.70	\$634.50
5	Demo existing asphalt and existing base	1,432	SY	\$19.75	\$28,272.74
6	Remove existing signs	3	EA	\$251.48	\$754.43
7	Remove & reset kiosk	1	EA	\$1,305.00	\$1,305.00
8	Security Fencing (Chainlink - 6 Ft. High)	72	LF	\$12.68	\$912.60
DEMOLITION, SUBTOTAL					\$45,446.68

Item	Description	Quantity	Units	Unit Price	Total
1	Silt Fence	130	LF	\$2.90	\$376.35
2	Tree Protection Fencing	3,020	LF	\$2.90	\$8,658.00
3	Temporary Grassing/Noxious	1,256	SY	\$3.50	\$4,396.00
EROSION CONTROL, SUBTOTAL					\$13,457.35

Item	Description	Quantity	Units	Unit Price	Total
1	6" GABC, including compacting of subgrade	1,541	SY	\$15.00	\$23,122.35
2	2" Asphaltic Concrete Surface Course (220 #/SY)	1,541	SY	\$15.23	\$23,469.19
3	Concrete wheelstop	1	EA	\$124.50	\$124.50
4	Timber wheelstop	20	EA	\$18.08	\$361.50
5	12" concrete ribbon curb	708	LF	\$30.00	\$21,249.60
6	5" Metal walkway edging	538	LF	\$13.50	\$7,263.00
7	Pervious parking, 1" #89 Stone, 5" GABC	3,372	SF	\$12.50	\$42,150.00
8	Plantation mix, 4" thick, including filter fabric	16	CY	\$270.00	\$4,352.34
9	4000 PSI concrete pavement, 6" thick	288	SF	\$8.25	\$2,376.00
11	Concrete Sidewalk, 6" thick	664	SF	\$10.28	\$6,822.60
12	Split rail wooden fencing	390	LF	\$32.25	\$12,577.50
13	Landscaping	2,684	SF		
LUMP SUM ALLOWANCE					\$22,500.00
PAVING, SUBTOTAL					\$166,369.57

Item	Description	Quantity	Units	Unit Price	Total
1	Handicap parking signs (R7-8)	1	EA	\$212.50	\$212.50
2	Handicap parking symbol (MUTCD Fig. 3B-22)	1	EA	\$94.50	\$94.50
3	Handicap parking striping - 5" blue traffic striping	90	SF	\$2.70	\$243.00
4	Pedestrian Crosswalk - 8" solid white striping	45	LF	\$3.50	\$158.45
5	Yield Here to Peds Sign (R4-5)	2	EA	\$225.00	\$450.00
6	Keep Right (Diagonal Arrow) Sign (R4-7b)	2	EA	\$250.00	\$500.00
7	Keep Right (Narrow) Sign (R4-7c)	1	EA	\$275.00	\$275.00
8	Do Not Enter Sign (R5-1)	2	EA	\$350.00	\$700.00
9	No Parking Any Time Sign (R7-1)	4	EA	\$212.25	\$849.00
SIGNAGE AND MARKING SUBTOTAL					\$3,482.45

Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	\$22,875.60	\$22,875.60
2	Bonds and Insurance	1	LS	\$3,568.59	\$3,568.59
ADDITIONAL EXPENSES, SUBTOTAL					\$26,444.20

FORT FREMONT PRESERVE CONSTRUCTION COSTS FOR CIVIL SITE IMPROVEMENTS - SUBTOTAL					\$255,200.24
FORT FREMONT PRESERVE - 15% CONTINGENCIES					\$38,280.04
FORT FREMONT PRESERVE CONSTRUCTION COSTS FOR CIVIL SITE IMPROVEMENTS - TOTAL					\$293,480.28

Engineer has no control over the cost of labor, materials, equipment, or Contractor's methods of determining prices. Thus the Engineer's opinion of probable construction costs provided herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. Engineer does not guarantee that proposals, bids, or the construction cost will not vary from Engineer's Opinion of Probable Construction Costs.

Schedule of Prices
Fort Fremont Preserve Roadway Improvements

DEMOLITION		
Item	Description	Total
1	Tree Removal/Clearing (12)	\$3,800.00
2	Stump Removal as needed (12)	1,800.00
3	Selective Underbrushing .27	3,000.00
4	Sawcut Existing Asphalt 235x3	1,175.00
5	Demo Existing Asphalt and Existing Base 1432SY	9,600.00
6	Remove Existing Signs	500.00
7	Remove and Reset Kiosk	1,000.00
8	Security Fencing (Chainlink - 6 Ft High) 72.X30	2,400.00
Demolition Subtotal		\$23,275.00
EROSION CONTROL		
Item	Description	Total
1	Silt Fence	780.00
2	Tree Protection Fencing	15,000.00
3	Temporary Grassing/Mulching 1256SY	1,256.00
Erosion Control Subtotal		17,036.00
SITE IMPROVEMENTS		
Item	Description 308TX75	Total
1	6" GABC, Including Compacting of Subgrade 1541X20	30,820.00
2	2" Asphaltic Concrete Surface Course (220#/SY) 16	24,656.00
3	Concrete Wheelstop	100.00
4	Timber Wheelstop 20	1,000.00
5	12" Concrete Ribbon Curb 708x12	8,496.00
6	5" Metal Walkway Edging X8	4,304.00
7	Pervious Parking, 1" #89 Stone, 5"GABC 2.50	8,430.00
8	Plantation Mix, 4" Thick, Including Filter Fabric 16CY	1,120.00
9	4000 PSI Concrete Pavement, 6" Thick 288	2,016.00

MAY

Schedule of Prices

Fort Fremont Preserve Roadway Improvements

10	Concrete Sidewalk 6" Thick	664 x7.50	4,980.00
11	Split Rail Wooden Fencing	390 x10	3,900.00
12	Landscaping		0.00
Site Improvements Subtotal			89,822.00
SIGNAGE AND MARKING			
Item	Description		Total
1	Handicap Parking Signs (R7-8)		100.00
2	Handicap Parking Symbol (MUTCD Fig. 3B-22)		300.00
3	Handicap Parking Striping - 5" Blue Traffic Striping		300.00
4	Pedestrian Crosswalk - 8" Solid White Striping		240.00
5	Yield Here To Peds Sign (R1-5)		250.00
6	Keep Right (Diagonal Arrow) Sign (R4-7B)		240.00
7	Keep Right (Narrow) Sign (R4-7C)		150.00
8	Do Not Enter Sign (R5-1)		200.00
9	No Parking Any Time Sign (R7-1)		260.00
Signage and Marking Subtotal			2,040.00
ADDITIONAL EXPENSES			
Item	Description		Total
1	Mobilization		2,500.00
2	General Conditions		10,000.00
3	Bonds and Insurance		7,500.00
4	Material Testing & Inspection		6,000.00
5	As-built Survey		2,500.00
6	Miscellaneous Items NIC Above		1,500.00
ADDITIONAL EXPENSES			30,000.00

FORT FREMONT ROAD & PARKING IMPROVEMENTS COST	\$162,173.00
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BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request authority for the County Administrator to negotiate a contract award for RFQ 071019 Facilities Master Plan Consulting Services

Council Committee:

County Council Meeting

Meeting Date:

May 26, 2020

Committee Presenter (Name and Title):

Dave Thomas, CPPO Purchasing Director

Issues for Consideration:

On July 10, 2019, the Purchasing Department received four responses to the above RFQ 071019. See the attached memo. The evaluation committee reviewed all of the responses and interviewed each firm. After the interviews the evaluation committee selected Creech & Associates as the number one ranked firm. The fee of \$298,840 covers the Master Plan Services, which includes a Space Needs Analysis, and Facilities Master Planning. See the proposal attachments A-C from Creech & Associates for a list of buildings and departments included in the Space Needs Analysis, and Facilities Master Planning parts of the study.

Points to Consider:

1. The assessment is needed in order to create a strategic forecast & necessary information for meeting these requirements over a five-year through thirty-year period, with appropriate intervals for re-evaluation to ensure vitality & useful life of the tool.
2. The results from the study should provide a plan to the County with a long-term vision and time-phased plan to methodically:
 - a. Dispose of deficient or leased facilities,
 - b. Strategically develop replacement facilities that are right-sized and located to consolidate operations whenever feasible.
 - c. To develop new facilities where needed to accommodate forecasted County population growth increases over the long-term (30 years).
3. The process is estimated to encompass six (6) months and is scheduled to commence as soon as the project is approved by County Council. Estimated start date is June 2020. The start date may change due to the current COVID-19 situation.

Funding & Liability Factors:

Account 10001311-51160 Professional Services. Facilities Management as 1.6 million available in their current budget. Since this is a six month project, funds may be needed for FY21. Cost break down for each phase: Space Needs Analysis \$131,729, Facilities Master Planning \$167,111 for a total of \$298,840.

Council Options:

Approve or disapprove the Request.

Recommendation:

The Public Facilities Committee approved the contract award on May 18, 2020 and is requesting approval from County Council to allow the County Administrator to negotiate a contract award with Creech & Associates for the Master Plan Services as referenced in the RFQ 071019 for a contract cost of \$298,840.



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: New Contract as a Result of Solicitation
Request Authority for the County Administrator to Negotiate a Contract Award for RFQ 071019, Facilities Master Plan Consulting Services

DATE: 05/18/2020

BACKGROUND:

Beaufort County received four responses from a Request for Qualifications (RFQ) on July 10, 2019. The RFQ was advertised in order to select a qualified firm to provide Master Plan Consulting Services. An assessment is needed in order to create a strategic forecast and necessary information for meeting our future facilities needs as outlined in the scope of work requirements in the RFQ. The study will consist of a two part study including a space needs analysis and facilities master plan options for the identified buildings and departments within Beaufort County (see the attached proposal). This process will provide a working tool over a five-year through thirty-year period, with appropriate intervals for re-evaluation to ensure vitality & useful life. The results from the study should provide a plan to the County with a long-term vision and time-phased plan to methodically do the following: a) Dispose of deficient or leased facilities, b) Strategically develop replacement facilities that are right-sized and located to consolidate operations whenever feasible, c) To develop new facilities where needed to accommodate forecasted County population growth increases over the long-term (30 years). The process is estimated to encompass six (6) months and is scheduled to commence as soon the budget and project is approved by Council.

A selection committee consisting of the County Administrator (Ashley Jacobs), Deputy County Administrator (Chris Inglesse), Assistant County Administrator for Civic Engagement & Outreach (Monica Spells), Assistant County Administrator for Public Safety (Phil Foot), Assistant County Administrator for Finance, (Alicia Holland), Assistant County Administrator Public Works & Sustainability (David Wilhelm), Division Director Construction, Engineering and Facilities (Rob McFee), Director of Facilities (Mark Roseneau), reviewed and ranked the proposals based on the criteria provided in the solicitation. All four firms were selected for interviews. After the interviews, the selection committee completed their evaluation and selected Creech & Associates as the most qualified to provide the aforementioned services for Beaufort County. A Best and Final Offer was received from Creech & Associates on May 5, 2020, for \$298,840 (see the attached proposal for a list of task, price break down, and schedule).

RESPONSES AND FINAL RANKING:

1. Creech & Associates, Charlotte, NC
2. Beaufort Design Build, LLC, Seabrook, SC
3. Weston & Sampson Engineers, Inc., North Charleston, SC
4. Glick & Boehm Architecture, Charleston, SC

VENDOR INFORMATION:

Creech & Associates, Charlotte, NC

COST:

\$298,840

Insert Addition Vendor Info.

FUNDING:

Public Services has funding available in their FY20 budget for these services. The budgets will need to be identified by the CFO before proceeding with the project.

Funding approved: Yes By: raymond.williams Date: 05/11/2020

FOR ACTION: Public Facilities Committee meeting on May 18, 2020.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee recommend approval to County Council allowing the County Administrator to negotiate a contract award with Creech & Associates for the Master Plan Services as referenced in the RFQ 071019 for a contract cost of \$298,840.

Attachment: Master Plan.pdf
2.26 MB

[Click here to attach a file](#)

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 05/11/2020

Check to override approval: Overridden by: _____

Override Date: _____

Raymond Williams, Finance Director

Approved: Yes Date: 05/11/2020

Christopher S. Inglese Deputy County Administrator	Approved: Yes	Date: 05/11/2020
<input type="checkbox"/> Check to override approval: Overridden by: <input type="text"/>	Override Date: <input type="text"/>	<input type="checkbox"/> ready for admin: <input checked="" type="checkbox"/>
Mark Roseneau, Director, Facility Management Departm	Approved: Yes	Date: 05/11/2020
<input type="checkbox"/> Check to override approval: Overridden by: <input type="text"/>	Override Date: <input type="text"/>	<input type="checkbox"/> ready for admin: <input checked="" type="checkbox"/>

CC others

Approved by Committee:

Approved by Council:

After Initial Submission, Use the Save and Close Buttons



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
POST OFFICE DRAWER 1228 ♦ BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2304 FAX: (843) 255-9437

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L. Thomas, CPPO, Purchasing Director

SUBJ: **Request authority for the County Administrator to negotiate a contract award for RFQ 071019 Facilities Master Plan Consulting Services**

DATE: May, 11, 2020

BACKGROUND: Beaufort County received four responses from a Request for Qualifications (RFQ) on July 10, 2019. The RFQ was advertised in order to select a qualified firm to provide Master Plan Consulting Services. An assessment is needed in order to create a strategic forecast & necessary information for meeting our future facilities needs as outlined in the scope of work requirements in the RFQ. The study will consist of a two part study including a space needs analysis, and facilities master plan options for the identified buildings and departments within Beaufort County (see the attached proposal). This process will provide a working tool over a five-year through thirty-year period, with appropriate intervals for re-evaluation to ensure vitality & useful life. The results from the study should provide a plan to the County with a long-term vision and time-phased plan to methodically do the following: a. Dispose of deficient or leased facilities, b. Strategically develop replacement facilities that are right-sized and located to consolidate operations whenever feasible. c. To develop new facilities where needed to accommodate forecasted County population growth increases over the long-term (30 years). The process is estimated to encompass six (6) months and is scheduled to commence as soon the budget and project is approved by Council.

A selection committee consisting of the County Administrator (Ashley Jacobs), Deputy County Administrator (Chris Inglese), Assistant County Administrator for Civic Engagement & Outreach (Monica Spells), Assistant County Administrator for Public Safety (Phil Foot), Assistant County Administrator for Finance, (Alicia Holland), Assistant County Administrator Public Works & Sustainability (David Wilhelm), Division Director Construction, Engineering and Facilities (Rob McFee), Director of Facilities (Mark Roseneau), reviewed and ranked the proposals based on the criteria provided in the solicitation. All four firms were selected for interviews. After the interviews, the selection committee completed their evaluation and selected Creech & Associates as the most qualified to provide the aforementioned services for Beaufort County. A Best and Final Offer was received from Creech & Associates on May 5, 2020 for \$298,840 (see the attached proposal for a list of task, price break down, and schedule.

RESPONSES AND FINAL RANKING:

1. Creech & Associates, Charlotte, NC
2. Beaufort Design Build, LLC, Seabrook, SC
3. Weston & Sampson Engineers, Inc., North Charleston, SC
4. Glick & Boehm Architecture, Charleston, SC

FUNDING. Account 10001311-51160-Professional Services. Public services has 1.6 million available in their FY20 budget for these services.

FOR ACTION: Public Facilities Committee Meeting May 18, 2020.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee recommend approval to County Council to allowing the County Administrator to negotiate a contract award with Creech & Associates for the Master Plan Services as referenced in the RFQ 071019 for a contract cost of \$298,840.

CC: Ashley Jacobs, County Administrator
Christopher Inglese, Deputy Administrator
Alicia Holland, Assistant County Administrator, Finance
Mark Roseneau, Director of Facilities

Att: Scoring Summary, Creech & Associates Proposal

May 5, 2020

David L. Thomas, CPPB, CPPO
Purchasing Director
Beaufort County
106 Industrial Village Road, Bldg. #2
Beaufort, S.C. 29901

Re: Space Needs Assessment / Facilities Master Planning Proposal

David:

Creech & Associates, PLLC is pleased to present you with a proposal for design services to complete a two (2) part study including space needs analysis, and facilities master plan options for the identified buildings and departments within the Beaufort County government. The following is a general understanding of the project goals and scope of work:

- The assessment is needed in order to create a strategic forecast & necessary information for meeting these requirements over a five (5) through thirty (30) year period, with appropriate intervals for re-evaluation to ensure vitality & useful life of the tool.
- The results from the study should provide a plan to the County with a long-term vision and time-phased plan to methodically:
 - Dispose of deficient or leased facilities, which are, or will become, not cost-effective to retain or contain departments that will be consolidated with similar
 - Strategically develop replacement facilities that are right-sized and located to consolidate operations whenever feasible
 - To develop new facilities where needed to accommodate forecasted County population growth increases over the long-term; for the purposes of this proposal, defined as thirty (30) years.
- The process is estimated to encompass 6 months and is scheduled to commence in June 2020. The starting date is pending the completed contract approval by the County. *Due to the potential for state and local authorities to extend current state-wide orders to stay-at-home and/or shelter-in-place related to COVID-19, the schedule may be extended accordingly.*

The fee is structured around the two (2) parts that contain a total of eleven (11) tasks identified in our interview presentation. The final deliverable will be an 8.5 x 11 formatted electronic document that provides a comprehensive summary of each task and the relative findings and conclusions. A breakdown of the deliverables is as follows:

Task 1: Project Startup and Kickoff Meeting with Advisory Committee

- Coordinate project scope and schedule with the Advisory Committee
- Receive from the County various data required and requested to initiate the study: organizational charts, CAD files, and drawings of existing facilities.
- Initiate project ShareFile site for data transfer
- Kickoff meeting with the Advisory Committee

SPACE NEEDS ASSESSMENT

Task 2: Profile Departments & Conduct Staff Interviews

- Create and distribute survey document
- Organize and analyze survey results
- Interview the department heads for the 49 department groups listed in Attachment A.
- Identify any specific criteria required for special conditions

Task 3: Building Verification and Establish Space Standards

- Develop department space plans from assessment floor plans and verify accuracy
- Establish space standards that apply to similar positions to provide definition in future planning
- Organize staff into appropriate hierarchy related to position and tasks
- Provide data sheets that conveys size, prototype furniture, equipment layout, and potential adjacencies with other departments for each major type of space

Task 4: Forecast Future Personnel

- Analyze data from alternate sources including the county database that contain growth indicators applicable to staff growth benchmarking
- Create tables that compare multiple growth metrics
- Identify the most appropriate metrics to utilize for future evidence needs
- Update presented to the Advisory Committee

Task 5: Project Future Space Needs

- Assimilate a forecast with projections in five (5) year increments for a total period of thirty (30) years, to include suggested revaluation cycles.
- Apply the growth logic to support spaces and offices or expansion strategies

Task 6: Identify Space and Infrastructure Needs

- Compare the current space utilization with the current needs from the surveys and interviews.
- Analyze overage and shortage of areas within current facilities

Task 7: Programming

- Create a list of spaces for each department that accounts for current staff and future projections
- Include support spaces per department (ex: dedicated storage)
- Analyze each department use to identify the appropriate net to gross ratio
- Compile department programs into facility programs suitable for submission to firm(s) for architectural design and execution.
- Conduct a conference call with department representatives to vet the program as final
- Update presented to the Advisory Committee

FACILITIES MASTER PLAN

Task 8: Facility Master Planning

- Prepare 3 options for a facilities master plan to address the space needs for all County departments and facilities as listed in Attachments A, B, and C, including proposed limited site selection, administration and logistics, consolidations, renovations, efficiencies, as well as joint use and co-locations with a primary focus on efficient/public service needs.
- Develop a baseline for facilities consolidation, relocation, and/or renovation, with a primary focus on efficient/public service needs
- Facility master plans may be some combination of new and renovated spaces and buildings.
- Present facilities master plans and benefits to the Advisory committee
- Develop a list of priorities for implementation based on phasing options and highest need

Task 9: Capital Cost Estimation

- Coordinate with estimator to provide current cost per sf information to inform the estimate for each of the 3 options. Professional cost estimating at the cost model level of detail only
- Discuss and identify budget parameters that impact potential phasing for implementation
- Include justification, scope, recommended prioritized phased schedule, and estimation of costs associated with major repair, modernization and new construction.
- Identify the master plan option selected for recommendation based on desired direction

Task 10: Development of Deliverables

- Compile an 8.5 x 11 format final report to document the study
- Document the entire process from the kick-off meeting to the final recommendations
- Organize all raw data into a clear format accompanied by charts, photographs, diagrams, executive summaries and other supporting information
- Share an electronic draft with the Advisory Committee for review and comment prior to finalizing the report.

Task 11: Prepare and Present Final Report

- Modify report based on owner feedback and suggestions on final draft
- Quality Control review of entire document
- Final report presented to the Advisory Committee

- Prepare and submit electronic copy of final report
- Ongoing support from the team at Creech & Associates after conclusion of the project

A breakdown of lump sum fees by each major category is as follows:

• Space Needs Analysis	\$131,729.00
• Facilities Master Planning	\$167,111.00
<hr/>	
• Total	\$298,840.00

The Advisory Committee will be established by County leadership and will include key personnel to provide oversight and guide the study. There will be a total of four (4) meetings with the Advisory Committee included in this scope, in addition to the interview schedule. There will be a total of one (1) presentation to County Council for the final report, and two (2) presentations to update County Council that must be scheduled the same day as an Advisory Committee meeting. A recurring bimonthly conference call or net meeting will be established to maintain open communications throughout the study.

All reimbursable expenses are included in the base fee with the condition that all deliverables will be submitted in electronic format and no hard copies will be required. Any additions to the scope of work outlined in this proposal, including but not limited to site visits, presentations, deliverables, etc. will be considered an additional service and will be billed hourly per the 2020 rates below. All additional services must be authorized in writing prior to commencing work.

Managing Principal	\$200.00
Senior Designer/Associate/Team Leader	\$175.00
Project Architect	\$160.00
CAD/Technical	\$130.00
Administrative	\$90.00

Creech & Associates appreciates the opportunity to serve Beaufort County. If you have any questions, please feel free to contact us.

Yours truly:

Creech and Associates, PLLC



Brent J. Green, LEED AP
Principal

Accepted: David L. Thomas, CPPB, CPPO

cc: David A. Creech, AIA
file

Date

ATTACHMENT A

List of 49 departments to be included in the Space Needs Assessment scope of work:

1. Airports
2. Alcohol and Drug Abuse
3. Animal Services
4. Assessor
5. Auditor
6. Broadcast Services
7. Building Codes
8. Business License
9. Civic Engagement and Outreach
10. Clerk of Court
11. Clerk to Council
12. Code Enforcement
13. Community Development
14. Coroner
15. COSY / Human Services
16. County Administration
17. County Attorney
18. Detention Center
19. Disabilities and Special Needs
20. Elections and Voter Registration
21. Emergency Management
22. Emergency Medical Services
23. Engineering
24. Facilities Management
25. Finance
26. Geographic Information Systems
27. Health and Environmental Control
28. Human Resources
29. Information Technology
30. Juvenile Justice
31. Legislative Delegation
32. Library
33. Mosquito Control
34. Magistrate (Chief)
35. Parks and Recreation Admin.
36. Probation, Pardon, and Parole
37. Public Defender
38. Public Safety
39. Public Works
40. Purchasing
41. Records Management
42. Register of Deeds
43. Risk Management
44. Sheriff
45. Social Services
46. Stormwater
47. Traffic Engineering
48. Treasurer
49. Veterans Affairs

ATTACHMENT B

List of 28 facilities to be included in the Space Needs Assessment scope of work:

	BUILDING NAME	ADDRESS	AREA (SF)
1.	Grounds Maintenance	25 Shelter Church Road, Beaufort	3,360
2.	Beaufort County Gov't Center South	539 William Hilton Parkway	9,303
3.	Beaufort Library	311 Scott Street, Beaufort	29,886
4.	BIV V-Traffic Eng./Rec. Mgmt.	113 Industrial Village Road, Beaufort	10,000
5.	Bluffton Fuel Site	25 Benton Field Road, Bluffton	50
6.	Bluffton Gov't Center-Myrtle Park	4819 Bluffton Parkway, Bluffton	21,000
7.	Bluffton Library	120 Palmetto Way, Bluffton	27,000
8.	Bluffton Public Works	9 Benton Field Road, Bluffton	1,500
9.	Detention Center	106 Ribault Road, Beaufort	102,732
10.	DSN Center Drive West	608 Center Drive	2,100
11.	DSN Chloe	3 Chloe's Way	2,900
12.	DSN Clearwater Building	100 Clear Water Way	7,510
13.	Federal Courthouse	1501 Bay Street, Beaufort	12,871
14.	Fuel Site	Shanklin Road	0
15.	HH Island Library	11 Beach City Road, Hilton Head	22,006
16.	Human Services Building	1905 Duke Street, Beaufort	33,420
17.	Law Enforcement Center/EOC	2001 Duke Street, Beaufort	19,200
18.	Lobecco Library	1862 Trask Parkway, Lobecco	8,000
19.	Mosquito Control	84 Shanklin Road, Beaufort	6,379
20.	Motorola Maintenance Shop	144 Shanklin Road, Beaufort	1,586
21.	Public Works Building and Garage	120 Shanklin Road, Beaufort	18,277
22.	Public Works Open Storage Building	120 Shanklin Road, Beaufort	8,000
23.	Sea Trawler Restaurant-Buckingham	35 Fording Island Road Ext	7,800
24.	Sheriff's Annex/Storage	2727 Depot Road	3,937
25.	Sheriff's Gym	2727 Depot Road	1,707
26.	St. Helena Library	6355 Jonathan Francis Sr. Rd, St. Helena	23,500
27.	Storm Water Building	120 Shanklin Road, Beaufort	2,300
28.	Storm Water Building #2	108 Shanklin Road	896

ATTACHMENT C *

List of 24 facilities to be included in the Facilities Master Planning scope of work:

	BUILDING NAME	ADDRESS	AREA (SF)
1.	Administration Building	100 Ribault Road, Beaufort	34,028
2.	Animal Services	10 Pritcher Point Rd, Okatie	20,000
3.	BIV II-Finance, Purch., Risk Mgmt	104 Beaufort Industrial Road	5,000
4.	BIV III-IT	106 Beaufort Industrial Road	5,000
5.	BIV I-Staff Atty., Employee Services	102 Burton Hill Road, Beaufort	5,000
6.	BIV IV-Voters Registration	15 John Galt Road, Beaufort	5,000
7.	Coroner's Office	1804 Old Shell Road, Port Royal	6,300
8.	Courthouse	102 Ribault Road, Beaufort	61,797
9.	Crystal Lake	124 Lady's Island Drive, LI 29907	3,000
10.	Daufuskie Island Store	New River	1,500
11.	EMS Station	2727 Depot Road	2,500
12.	Facilities Maintenance Office	142 Shanklin Road, Beaufort	5,630
13.	Grounds Maintenance Office	136 Shanklin Road, Beaufort	2,400
14.	Health Center	600 Wilmington Street, Beaufort	7,834
15.	Health Center/DHEC	1407 King Street, Beaufort	8,610
16.	Lady's Island Airport Hangers	41 Airport Circle	3,360
17.	Marine Rescue Squadron	817 Paris Ave., Port Royal, SC	800
18.	Mosquito Control Maint Shop	84 Shanklin Road, Beaufort	1,887
19.	Mosquito Control-Hanger	39 Airport Circle	3,990
20.	Pistol Range	130 Shanklin Road, Beaufort	200
21.	Sheriff's Office Spec Ops	1021 Okatie Highway	3,400
22.	Sheriff's Office DNA Lab	111 Industrial Village Road	4,000
23.	Sun City Fire Department	25 William Pope Drive, Hilton Head	2,800
24.	Wigeon Point, Classroom Building	43 Okatie Highway, 29909	1,930

* The 28 facilities listed in Attachment B are also included in the Facilities Master Planning scope of work.

Facilities Master Plan Consulting Services

RFQ 071019					
Summary Score Sheet					
Interviews on 10.24.2019					
Evaluators	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company
	<u>Creech & Associates</u>	<u>Glick & Boehm</u>	<u>Weston & Sampson</u>	<u>Beaufort Design Build</u>	
P. Foot	73	59	52	66	
A. Holland	95	62	81	89	
C. Inglese	97	74	73	90	
A. Jacobs	90	45	70	75	
R. McFee	93	88	75	81	
M. Roseneau	94	86	83	94	
M. Spells	90	80	75	80	
D. Wilhelm	86	81	71	86	
TOTALS:	718	575	580	661	
<u>Creech & Associates</u>	1	718			
<u>Beaufort Design Build</u>	2	661			
<u>Weston & Sampson</u>	3	580			
<u>Glick & Boehm</u>	4	575			