



## 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](http://www.beaufortcountysc.gov)

# County Council Agenda

Monday, June 08, 2020 at 6:00 PM

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

THIS MEETING WILL BE 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 Larry McElynn
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 and May 11, 2020

### PROCLAMATIONS

6. GULLAH / GEECHEE NATION APPRECIATION WEEK
7. PROCLAMATION HONORING BOB BENDER

### CITIZEN COMMENTS

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

### COMMITTEE REPORTS

9. LIAISON AND COMMITTEE REPORTS

### PUBLIC HEARINGS AND ACTION ITEMS

10. FIRST READING OF AN ORDINANCE REGARDING AN AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT
11. A RESOLUTION OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, DESCRIBING THE OKATIE RIVER IMPROVEMENT DISTRICT AND THE OKATIE RIVER IMPROVEMENT PLAN TO BE EFFECTED THEREBY, THE PROJECTED TIME SCHEDULE FOR THE ACCOMPLISHMENT OF THE OKATIE RIVER IMPROVEMENT PLAN, THE ESTIMATED COST OF THE IMPROVEMENTS AND THE AMOUNT OF SUCH COSTS TO BE DERIVED FROM ASSESSMENTS OR OTHER FUNDS; SETTING FORTH THE PROPOSED BASIS AND RATES OF

ASSESSMENTS TO BE IMPOSED WITHIN THE OKATIE RIVER IMPROVEMENT DISTRICT; ORDERING A PUBLIC HEARING; AND OTHER MATTERS RELATED THERETO.

- [12.](#) FIRST READING OF AN ORDINANCE APPROVING A NONEXCLUSIVE PARKING EASEMENT AGREEMENT WITH CSD MYRTLE PARK, LLC
- [13.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE ADOPTING BEAUFORT COUNTY’S FY 2021 OPERATING BUDGET
- [14.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE ADOPTING BEAUFORT COUNTY SCHOOL DISTRICTS FY 2021 OPERATING BUDGET
- [15.](#) PUBLIC HEARING AND SECOND 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
- [16.](#) PUBLIC HEARING AND SECOND 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
- [17.](#) PUBLIC HEARING AND SECOND 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
- [18.](#) RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE TOWN OF BLUFFTON REGARDING THE SHARING OF RESPONSIBILITY OF MINIMUM

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### BOARDS AND COMMISSIONS

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- [19.](#) CONSIDERATION OF THE REAPPOINTMENT OF GARDENIA SIMMONS-WHITE TO THE DISABILITIES AND SPECIAL NEEDS BOARD
- [20.](#) CONSIDERATION OF THE REAPPOINTMENT OF CHAIRWOMAN ELLIS AND TREASURER HARVEY-PALMER TO THE LADY’S ISLAND FIRE DISTRICT

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### CITIZEN COMMENTS

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

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**CONSENT AGENDA**

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1. THIRD 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.
  2. THIRD 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.
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**END OF CONSENT AGENDA**

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**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 Hervochoch  
Alice G. Howard  
Mark Lawson  
Lawrence P. McElynn  
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# County Council Minutes

## County Council of Beaufort County

Monday, March 23, 2020 at 6:00 PM

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

**PRESENT**

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

**ABSENT**

Council Member Gerald Dawson

**CALL TO ORDER**

Chairman Passiment Called the Meeting to order at 6:00PM

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Due to Council Member Dawson being absent, Chairman Passiment 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 Rodman, Seconded by Council Member Flewelling. The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochoch, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Flewelling. The motion passed 10:0.

**APPROVAL OF MINUTES**

**Motion:** It was moved by Council Member Flewelling, Seconded by Council Member Howard to approve the minutes from February 10, 2020. The Vote - 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 Flewelling. The motion passed 10:0.

**CHAIRMAN'S MINUTE**

Chairman Passiment made note that Council is sitting spaced out in an attempt to comply with Social Distancing requirements. He then addressed meeting electronically in the future and how the public could participate moving forward.

**ADMINISTRATOR'S REPORT**

Administrator Jacobs stated during a call this morning 298 cases statewide and DHEC is projecting that by April 1st SC could have 1700 cases. She stressed the importance of social distancing and emphasized that Social Distancing was the only way Beaufort County was going to get out of this. She added that Beaufort County is still open for business, still collecting revenue, still receiving applications, these transactions are just having to be done by phone, via web or by email because she is trying to protect her employees and the public. She also mentioned that without an executive order from the Governor giving local government the authority to shut down businesses still operating, this step is not an option. Administrator Jacob update Council on the following:

- \* COVID-19 impact to Medical
- \* PPE for First Responders
- \* Hospital Capacity
- Federal Disaster Declaration
- \* Enhanced information from DHEC
- \* Open Burning
- \* Detention Center
- \* Small Business Loans
- \* Conference Call with Mayor’s
- \* Blood Drives
- \* Hospitality/Service Worker unemployment \*
- \* Priority Testing for Service Responders
- \* COVID Paid Sick Leave Provision by the State
- \* Beaufort County COVID cases and Deaths
- \* Networking with Neighboring Counties

Click on the link below to hear the County Administrator’s full update.

[https://beaufort.granicus.com/player/clip/4691?view\\_id=15](https://beaufort.granicus.com/player/clip/4691?view_id=15)

**CITIZEN COMMENTS**

The Chairman opened the meeting for Citizen Comment

1st Citizen Comment Email –

Sender, Celia Meyer

Please consider putting a burn ban in effect for Beaufort county for the duration of the COVID-19 crisis. Individuals are trying to stay home and do their part by isolating themselves. Neighbors are burning which is exacerbating individuals' respiratory illnesses and issues. Increase in respiratory issues caused by burning increases patient's medical, ED visits and hospitalizations. These individuals are already at high risk. A trip to be evaluated medically at this time could also expose an individual to COVID-19. Please put a burn ban in effect and decrease the burden on an already overwhelmed medical system, including first responders and fire department. I am staying home doing my part. I would appreciate being able to be outside enjoying my property during this time. Not inside hiding from the smoke. As you are aware currently there are not masks available for individuals with respiratory issues to purchase to wear to protect themselves. Please help us have clean air to breathe during this very difficult time.

2nd Email was from Kim Mcfann

All of those reusable bags at the grocery and other stores put all of us at unnecessary additional risk of contracting disseminating corona virus. Reusable bags should be temporarily banned and the ban on plastic should be temporarily lifted

Charles and Diane Lacy- regarding stance on tourism.

Jessie White, South Coast Office Director

Thank you for the opportunity to comment on the behalf of the Coastal Conservation League regarding the proposed ordinance to amend Article 1, Section 1.3.50 of the Beaufort County Community Development Code, in order to provide public service uses in any zoning district. It is our understanding that this ordinance would empower the County to change allowable land uses on county-owned property located in zones, like T1 Natural Preserve, to provide public service and safety needs not currently permitted within such zoning districts. In addition, such changes would not be made in response to an emergency, and indeed an exemption to provide emergency services already exists under the Code. The ordinance would also allow those changes to occur in an expedited fashion, via a fifteen day public notice and a single public hearing. In so doing, the County can avoid re-zoning properties to achieve the same goal and, therefore, avoid the readings and public hearing associated with rezoning and/or creating donut-hole zoning. We have concerns about the long-term implications of this amendment. The true purpose and need remain unclear but the potential to undermine the reasoned and informed land use and zoning decisions set forth in our Comprehensive Plan and Development Code is high. We also believe that the proposed amendment to the Code is significant and should include more opportunities for public input, particularly since the changes envisioned are not contingent upon an emergency situation in which time is of the essence.

SC Coastal Conservation League

Please vote NO on this ordinance. The wording of this ordinance is subjective. All adjectives "loud, unnecessary, obnoxious, and excessive" are undefined and open to interpretation. What exactly is a "quick" up or downshift? The noise test is at idle but traffic does not operate at idle so this is a bad test. Due process is undermined by the enforcement officer becoming Judge, Jury & Executioner. This is not what America is supposed to be.

This ordinance is contrary to justice & civil rights.

Please vote "No."

**Phone Calls:**

Zayne Lewis: Would like to postpone the Noise Ordinance so he can speak on behalf of Bikers Against Bullies.

Mr. Johnson: Would like to second Mr. Lewis' request to postpone the Noise Ordinance.

Citizen regarding curbside service for the Library and closings the sandbars and piers.

Mr. McKenzie: Would like to postpone Noise Ordinance and potentially profiling of bikers.

Citizen: Burn ban

**End of Citizen Comments**

**PROCLAMATIONS AND PRESENTATIONS**

Council Member McElynn presented a proclamation honoring March as Disabilities Awareness Month.

## **Presentation regarding the County's FY 2019 Comprehensive Annual Financial Report- David Irwin, Maulding & Jenkins CPA's & Advisors**

Mr. Irwin presented the results from the FY 2019 Financial Audit. CAFR was provided and was awarded the Certificate of Achievement for Excellence of Financial Reporting. Mr. Irwin touched base on all of the funds, expenditures, profits, general fund balances, and capital improvement throughout the CAFR audit for the County and complements how great the CAFR was presented and put together.

Council Member Covert requested that Mr. Irwin clarify the depreciation amount for Hilton Head Airport. Mr. Irwin stated that the Hilton Head Island Airport had an operating loss this year and of around \$434,000.00 but included depreciation of \$569,000.00. Depreciation is a non cash item.

Council Member Rodman wanted to mention, regarding the reserve fund, that a financial policy was recently put forward as to what our available cash balance was and that there was to be a certain minimum. This would include potential borrowing. I think we could use a letter regarding that from the Finance Department.

Council Member Hervochon requested more details on the Internal County Garage Fund. Director of Finance, Alicia Holland explained that there is a garage that serves all of our County agencies as well as other outside entities.

## **COMMITTEE REPORTS**

### **Liaison and Committee Reports**

Council Member Howard updated the Council on Natural Resources. There is a new Board Member for Rural Critical Lands, Hugh McFee from District 7. Process flow chart was discussed and approved a draft of that and they are still working on a new application form for anyone wanting to put their land under the Rural and Critical Program. In April there will be a Greenprint change order to be issued and that will be discussed at the Natural Resources Committee. The Library is now issuing temporary library cards.

Council Member Flewelling stated that the Lowcountry Council of Government has closed to the public but will be available by phone.

Council Member McElynn wanted to comment on the Noise Ordinance stating that the public will have an opportunity speak, April 13<sup>th</sup>, if we are still having closed meetings adjustments would be made to have the public input. He further stated that this Ordinance does not take any privilege away from those who own a vintage car and is intended for operators that have altered their muffler system which violates State Law.

## **TIME SENSITIVE ITEMS ORIGINATING FROM THE EXECUTIVE COMMITTEE MEETING HELD ON MARCH 23<sup>rd</sup> AT 5:00 PM.**

**Approval of a Resolution amending County Council's Rules and Procedures by establishing standards for electronic meetings as authorized by the Freedom of Information Act SC Code of Laws 30-4-10 et. Seq. for County Council and County Council Committee meetings during a State of Emergency.**

**Motion: It was moved by Council Member Covert, Seconded by Council Member Flewelling to approve a Resolution amending County Council's Rules and Procedures by establishing standards for electronic meetings as authorized by the Freedom of Information Act SC Code of Law 30-4-10 et. Seq. for County Council and County Council Committee meetings during a State of Emergency. The Votes - 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 Flewelling. The motion passed 10:0.**

Council Member Flewelling wanted to point out on page 2 section 1 paragraph G 3<sup>rd</sup> line under addition information it stays “should generally be accepted in” should be “should generally accepted and”.

**First Reading of a Ordinance authorizing the conveyance of real property associated with boundary of 50’ Right of Way known as Fiddler Drive located on Lady’s Island**

**Discussion:** 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 designated Fiddler Drive as a ROW.

**Motion:** It was moved by Vice-Chairman Sommerville, Seconded by Council Member Flewelling to approve a 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 Votes - 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 Flewelling. The motion passed 10:0.

**ACTION ITEMS**

**First Reading of an Ordinance amending Beaufort County Ordinance Number 1975-2, EMS Service Fees**

**Discussion:** Ems User Fees have not been updated since 2005. These are costs associated with providing citizens with the highest quality EMS service, mileage rates, fuel, medications and disposable supplies. All fees collected are returned to the General Fund for County Operations.

Council Member Covert wanted Mr. Foot to clarify that these aren’t new taxes or fees. Mr. Foot stated that after reviewing other Counties fee schedule we wanted to update our County to be at par with those fees.

Council Member Hervochon is it fair to say that you are trying to recoup some of the lost Medicare and Medicaid right-offs. Mr. Foot responded, yes but there will always be a write off with these types of insurance. Council Member Hervochon wanted Mr. Foot to give him an idea of how much an average ambulance ride would be for someone with absolutely no insurance. Mr. Foot said that they will on average have an increase of \$100- \$125.

Council Member Sommerville wanted to know if there are negotiated fees from private insurance. Mr. Foot explained that EMS is not considered a provider to negotiate fees and even with insurance there will be write offs.

Council Member Glover would like to see these fees reviewed every two or three years periodically, so there will be a more gradual increase instead of a huge increase after fifteen years.

Council Member Rodman mentioned that the items we are collecting less on should be reviewed sooner than letter.

**Motion:** It was moved by Council Member Rodman, Seconded by Council Member Flewelling to approve an Ordinance amending Beaufort County Ordinance Number 1975-2, EMS Service Fees. The Votes - 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 Flewelling. The motion passed 10:0.

**First 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.**

**Motion:** It was moved by Council Member Glover, Seconded by Council Member Howard 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 Votes - 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 Flewelling. The motion passed 10:0.

**First 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**

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Hervochon to approve 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. The Votes - 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 Flewelling. The motion passed 10:0.

**CONSENT AGENDA**

1. **Second Reading of an Ordinance amending the Beaufort County Code of Ordinances, Section 74-64, Adoption of Building Codes**
2. **Second Reading of an Ordinance declaring Loud and Unnecessary Vehicular noise a Public Nuisance and providing that violations are a Misdemeanor**
3. **Approval of a Resolution supporting certifications and assurances to the SC Department of Transportation for a State Mass Transit Funds (SMTF) Grant**
4. **Second 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**
5. **Second Reading of an Ordinance to appropriate grand awards to local entities from the County's Local (3%) Accommodations Tax and Local Hospitality Tax Collections for the year ending June 30, 2019 in the amount of \$4,000,000**
6. **Second 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**
7. **Second Reading of an Ordinance conveying real property (right of way) from Beaufort County to SCDOT - For the Boundary Street Renovation Project**

Chairman Passiment asked Council if there were any items they would like to lift off the Consent Agenda. Council Member Covert stated he would like to remove item number 2. Council Member Flewelling stated would like to remove item number 6 and Council Member Rodman stated he would like to remove item number 5.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Hervochon to approve the Consent Agenda minus items 2, 6 and 5. The Votes - 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 Flewelling. The motion passed 10:0.

**Item 2 - Second Reading of an Ordinance declaring Loud and Unnecessary Vehicular noise a Public Nuisance and providing that violations are a Misdemeanor**

Motion: It was moved by Council Member Flewelling, seconded by Council Member Covert to delay second reading and public hearing of an Ordinance declaring Loud and Unnecessary Vehicular noise a Public Nuisance and providing that violations are a Misdemeanor for one month, 30 days, to the April 27<sup>th</sup> meeting. The Votes - 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 Flewelling. The motion passed 10:0.

#### **EXTEND PAST 8**

**Motion:** It was moved by Council Member Rodman, seconded by Council Member Flewelling to extend the meeting beyond the 8 o'clock hour. The Votes - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member Flewelling. Voting Nay: Council Member Glover, Council Member Hervocho, Council Member McElynn. The motion passed 7:3.

#### **Item 5 - Second Reading of an Ordinance to appropriate grand awards to local entities from the County's Local (3%) Accommodations Tax and Local Hospitality Tax Collections for the year ending June 30, 2019 in the amount of \$4,000,000**

**Main Motion:** It was moved by Council Member Flewelling, seconded by Council Member Rodman to approve Second Reading of an Ordinance to appropriate grand awards to local entities from the County's Local (3%) Accommodations Tax and Local Hospitality Tax Collections for the year ending June 30, 2019 in the amount of \$4,000,000.

**Motion to Amend:** It was moved by Council Member Rodman, seconded by Vice Chairman Sommerville to remove \$196,000 for Haig Point landing improvements and postpone until preferred alternatives are issued but approve the remaining balance of the funds allotted for this item.

**Discussion:** Deputy County Administrator, Chris Inglese stated this putting this off to wait for the alternative would disrupt the efforts to keep the Daufuskie Ferry inline.

**Motion to Amend:** The Votes - Voting Yea: Council Member Rodman. Voting Nay: Chairman Passiment, Vice Chairman Sommerville, Council Member Howard, Council Member Lawson, Council Member Flewelling, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member McElynn. The motion failed 1:9.

**Back to Main Motion:** The Votes - 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 Flewelling. The motion passed 10:0.

#### **Item 6 - Second 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**

**Discussion:** Eric Greenway, Director of Planning and Zoning, stated this ordinance amendment simply gives council the option to establish public service uses necessary to meet their governmental obligations. It is just a tool that will be available for council.

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Howard to approve Second 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. The Votes - Voting Yea: Chairman Passiment, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn. Voting Nay: Council Member Flewelling, Vice Chairman Sommerville, Council Member Covert, Council Member Hervocho, Council Member Rodman. The motion failed 5:5.

#### **EXECUTIVE SESSION**

Council Member Flewelling stated council received a packet of information pertaining to the purchase of property through the Rural and Critical Lands Program, Project ID 2020 A and therefore no executive session was needed.

**Motion:** It was moved by Council Member Flewelling, Seconded by Council Member Howard to adopt the ordinance provided in the backup regarding the purchase of property through the Rural and Critical Lands Program known as

Project ID 2020A. The Votes - Voting Yea: Chairman Passiment, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Flewelling, Vice Chairman Sommerville, Council Member Covert, Council Member Hervochon, Council Member Rodman. The motion passed 10:0.

**Motion:** It was moved by Council Member Sommerville, Seconded by Council Member Glover to proceed with purchase of property and to partner with the City of Beaufort to purchase a 50 percent interest in a parcel of land known as the Gray Family Property using the course of action as outlined by legal counsel. The Votes - Voting Yea: Chairman Passiment, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Flewelling, Vice Chairman Sommerville, Council Member Covert, Council Member Hervochon, Council Member Rodman. The motion passed 10:0.

## **CITIZEN COMMENT**

The Chairman opened the meeting for Citizen Comment

Council Member Lawson read the following email from Sandy Thompson -  
 During this recent pandemic, the lack of respect by a few has surfaced in our community along with the generosity, kindness and dedication of many. That lack of respect element has caused a hardship for many. This same lack of respect is what is happening in our county when it comes to illegal, excessive loud mufflers. They feel they are entitled to do whatsoever to their vehicles to make them perform in this excessive loud manner, then drive them wherever they want and the public should be at peace, and not complain. They believe their noise is their Freedom and we all should sit back and listen to it. We did a lot of due diligence when we moved off Lady's Island in Late June 2017. For seven months, we spent almost the entire day working outside at our current residence in unincorporated Beaufort county. It was peaceful. For whatever reason, probably because they could. The illegal mufflers became an almost constant issue. It is not just our community; it is throughout the entire county. These cars are driven aggressively with no respect for anyone. We have a friend on Bay Pines with a tractor. We can stand at the end of the road as he plows and only hear a hum. Yet the road is inundated with excessively loud cars, which disrupts the peace of the neighborhood. We ask that the unincorporated areas of Beaufort County have an ordinance that can be used as a tool to help control this excessive and aggressive noise problem. This ordinance would bring the unincorporated area of the county on board with the incorporated areas and may send a message.

## **ADJOURNMENT**

Council Member Covert requested that Council adjourn in memory of Jeffrey Robinowich.  
 Meeting adjourned at 8:10PM



**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

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# County Council Caucus Minutes

Monday, May 11, 2020 at 5:00 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 Lawrence McElynn

Council Member Gerald Dawson

Council Member Brian Flewelling

Council Member Mark Lawson

**CALL TO ORDER**

Chairman Passiment called the meeting to order at 5:00PM

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Chairman Passiment led the Pledge of Allegiance and gave the Invocation.

**ADMINISTRATORS REPORT**

Ashley Jacobs: Gradual reopening plan for the county with Department heads having the employees slowly return starting May 18, 2020 in a rotating schedule having most employees return on June 1, 2020. The county doors being open to the public on June 15, 2020. The county will provide PPE which includes mask that will be available to employees and the public. There will be an installation of cough guards to offices and signage to keep people at a safe distance. There will also be increased cleaning throughout all buildings.

The Arthur Horne Building is on schedule and the completion date is February 16, 2021. There will be monthly updates at the Public Facilities Committee meetings about all the construction projects.

There is an interim Human Resource Director Amanda Kincaid. There is a search for a permanent that should be filled by June.

There is a new Director of Transportation and Engineering which is Jared Fralix.

There is also a new Assistant Director of Transportation and Engineering, Deja Jackson.

There was an error in the cost of living increase for Council pay, which I will turn the discussion to the County Attorney, Kurt Taylor.

Kurt Taylor: There was an increase of meeting from 144 to 168. There is a code of ordinance that states there is a maximum salary of council members is \$16,798 with the amendment takes it to \$17,758. The finance staff discovered an error that they have been operating under a higher number. The cost of living raise was given to council members when the employees received it as well. The statute in South Carolina code 4-9-100 that limits on increases to compensation to only done January 1 after every general election when 2 or more are elections has been done. This needs to be suspended effective immediately and reapplied January 1, 2021.

Council Member McElynn: Believes that instead of a salary, mileage and stipend received. There should just be a base salary given to the council members with an allotment for the use of a car to simplify procedures. The council has 166 meetings however the average council member is going to more meetings a year than that. Would suggest council members salary be \$2,000 a month with an allotment of \$200 for car usage.

Vice Chairman Sommerville: There was an ordinance to reduce the pay however based on my W2 I do not see an increase.

Council Member Hervochon: Maybe we should think about giving council a salary close to Auditor or Treasurer would broaden the caliber of individuals on the council. However, I am in agreement with McElynn about the stipends.

Chairman Passiment: If there is any change done to the salary this would have to be this coming January which will have to be done next year via an agenda item. This would have to have 3 readings and be presented to council. How will we deal with the issue of overage payments?

Kurt Taylor: We can stop the overage payments immediately and do the math to configure for the rest of the year or we can amend the ordinance and increase the compensation.

Chairman Passiment: The 168 meeting is not in effect until next year.

Kurt Taylor: We are looking into amending the ordinance

Chairman Passiment: We need to put this as a discussion during the finance committee.

Council Member Hervochon: It will be put onto the agenda

Council Member Flewelling: The matter of changing nature of compensation should be done during community services.

Chairman Passiment: We can take it up at both meetings for finance and Community Services.

### **DISCUSSION ITEMS**

Discussion regarding designated DMO for Northern Beaufort County's request for tourism recovery funding

Chairman Passiment: We have funding available in the 3% and 2% A-tax funds. The request is coming for usage in 3% A-tax funds which has a reserve of \$722,094. The CVB (Convention Bureau) is looking for \$750,000 in order to get this done we have to reopen the process for A-Tax under the rules of 3%. We cannot limit to just the CVB for A-tax funds this will be open for anyone that believes it can help their organization. We would have to go back through the entire process: getting applications, being submitted to finance, and 3 readings before approval. This would take approximately a 3-month period.

Council Member Flewelling: Can we not use the reserve fund for usage.

Council Member Sommerville: We can as council can move forward with the use of emergency funds.

Council Member Rodman: We can do this separately. However, the A-tax funds will be hit hard during this year.

Council Member Flewelling: Do not believe that the entire amount should be used in this instance.

Council Member Sommerville: Are these funds just for DMO. We only have 2 DMO in the county.

Council Member Hervochon: What exactly are the funds going to be used for? What will happen if we deplete the funds and there is a hurricane? What is the problem for not having a reserve amount of funds?

Robb Wells: The funds will be used for direct advertisement plan. We want to put money back into the market place.

Chairman Passiment: The funds that was already given through A-tax has it already been used?

Rob Wells: Yes it has

Council Member McElynn: Is this money coming from A-tax or reserve fund.

Chairmen Passiment: It is out of the A-tax fund

Council Member McElynn: There was 2 small businesses that requested money however we turned them down and want to give it in use for advertising. I see a conflict in this usage of funds.

Council Member Lawson: I think we need to look into the usage of funds for both North and South Beaufort County. It is a good idea to spend the funds to help with marketing of all businesses.

Council Member Flewelling: Robb, how much money is being requested?

Robb Wells: We are request total amount \$760,000 for advertising, ad content relations and sales recovery.

Council Member Rodman: Hilton Head has their own A-tax we are only referring to A-Tax in unincorporated Beaufort, which will include Bluffton and Beaufort. We should hear from them before we decide on usage. +

Robb Wells: This usage of funds is needed immediately for the recovery of our summer business.

### **CONSENT AGENDA**

Chairman Passiment: There is a need to change the agenda this item is not an executive session for the consent agenda. Anyone has any objections to these items? I don't see any objections. The proclamation is supposed to come out of the finance committee. This afternoon I sent the Clerk to Council, Sarah Brock that I think we need to discuss. Please, take a look into the document and review it. These are items that needs to be looked at within the council for the county.

Council Member Glover: In agreeance with the health care system. Last year was recommended about drainage in the rural community and would like this looked into.

Chairman Passiment: We will add this to the list

Council Member Dawson: If a new home is being built and they need assistance putting it in we need to look into this for our citizens. I need to recuse myself from item number 12 on action items.

Chairman Passiment: We will make sure your recusal is noted.

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### **CITIZEN COMMENTS**

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Council Member Covert: This is from a taxpayer via Facebook, Ashley R. Kelly would like to know about evictions.

Chairman Passiment: We will pass it on to the correct personal

Council Member McElynn: All evictions are put on temporary hold except those who are emergency evictions. Which is done 1 day a week. Those who request emergency evictions have to establish a damage to personal property.

The meeting adjourned at 5:53 pm

Ratified on:



## 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 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](http://www.beaufortcountysc.gov)

# County Council Minutes

Monday, May 11, 2020 at 6:00 PM

VIRTUAL MEETING

#### PRESENT

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

#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance and gave the Invocation.

#### APPROVAL OF AGENDA

**Motion:** It was moved by Council Member Hervochon, seconded by Council Member Flewelling, to amend the agenda for executive session to read 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 Dawson and Council Member Flewelling. The motion passed 10:0.

#### CITIZEN COMMENT

Miriam Mitchell: The termination of retiree participation in the county's health care insurance benefits plan.

Louise Matthews: 10 Chesterfield Lake Drive.

Carol Corbin: Support of request to fund the marketing plan of Northern Beaufort County submitted to Hospitality Association.

Jack: The termination of retiree participation in the county's health care insurance benefits plan

Phyllis Coal: Concerned about hotels pools

Arthur Cummings: The termination of retiree participation in the county's health care insurance benefits plan.

Bernice Wright: The termination of retiree participation in the county's health insurance benefits plan.

### **PROCLAMATIONS AND PRESENTATIONS**

Proclamation honoring the life of Mr. Allen Miller.

### **COMMITTEE REPORTS**

Council Member McElynn: From the Community Services Committee meetings

- Consideration of a contract change to Hilton Head Island Humane Association.
- Discussion of a needs assessment from the Lowcountry Council of Governments about potential Beaufort County Community Development Block Grant projects.
- Discussion about the COVID-19 small business relief program that was not forwarded from council with a 7:3 vote.
- Discussion about another voting precinct on Hilton Head.
- Alcohol and Drug Abuse Department will host a Narcan training for opioid overdose and dispense spray.

Council Member Howard: From Natural Resources Committee meetings:

- Would like to move forward with the plans for Beaufort County Passive Park properties.
- During this meeting there will be a discussion about the MOU for the Mossy Oaks Storm Drainage Project.
- From the Town of Port Royal's meeting, they are working on the budget.

Council Member Covert: During the Communications and Transparency Committee:

- The Committee will meet on May 18, 2020 at 1:00 p.m. Mr. Covert requested, via Administration, that the PIO join the meeting. Ms. Jacobs agreed.

### **CONSENT AGENDA**

**Motion:** It was moved by Council Member Sommerville, seconded by Council Member Flewelling, to approve second 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. 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 Council Member Sommerville, seconded by Council Member Flewelling, to approve second 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. 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.

### **ACTION ITEMS**

**First 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**

**Motion:** It was moved by Council Member Glover, seconded by Council Member Howard, to approve first 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. 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.

**First 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**

**Motion:** It was moved by Council Member McElynn, seconded by Council Member Rodman, to approve first 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 . 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 execution and delivery of a new Stormwater Management and Utility Intergovernmental Agreement; and other matters relating thereto**

**Motion:** It was moved by Council Member Howard, seconded by Council Member Flewelling, to approve consideration of a resolution authorizing the execution and delivery of a new Stormwater Management and Utility Intergovernmental Agreement; and other matters relating hereto. 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 perfect right of way on Stroup Road**

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Howard, to approve consideration of a resolution authorizing the County Administrator to perfect right of way on Stroup Road. 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. Council Member Dawson recused himself from voting. The motion passed 10:0 with one recusal.

**Consideration of a resolution authorizing the County Administrator to pursue condemnation of a portion of land associated with paving of David Green Road located on St. Helena Island**

**Motion:** It was moved by Council Member Glover seconded by Council Member Flewelling, to approve consideration of a resolution authorizing the County Administrator to pursue condemnation of a portion of land associated with paving of David Green Road located on St. Helena 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.

**Consideration of a resolution authorizing the County Administrator to pursue condemnation of a portion of land to complete right of way ownership associated with the dirt road paving of Twickenham Road located in Sheldon Township**

**Motion:** It was moved by Council Member Dawson, seconded by Council Member Flewelling, to approve consideration of a resolution authorizing the County Administrator to pursue condemnation of a portion of land to complete right of way ownership associated with the dirt road paving of Twickenham Road located in Sheldon Township. 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 repealing Resolution 2019/10 authorizing execution of documents for 88 Hampton Parkside Road donation**

**Motion:** It was moved by Council Member Covert, seconded by Council Member Flewelling, to approve consideration of a resolution repealing Resolution 2019/10 authorizing execution of documents for 88 Hampton Parkside Road donation. 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.

**Recommendation of award for design/build construction for dirt road paving contract to J.H. Hiers' fee proposal for a total project cost of \$2,305,778. The funding for the project is TAG Funds with an available balance of \$5,107,619.62**

**Motion:** It was moved by Council Member Flewelling seconded by Council Member Dawson, to approve the recommendation of award for design/build construction for dirt road paving contract to J.H. Hiers' fee proposal for a total project cost of \$2,305,778. The funding for the project is TAG Funds with an available balance of \$5,107,619.62. 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.

**Request contract change order approval with Hilton Head Humane Association for veterinary services for Beaufort County's Animal Shelter**

**Motion:** It was moved by Council Member Hervochoon, seconded by Council Member Howard, to approve the request for a contract change order with Hilton Head Humane Association for veterinary services for Beaufort County's Animal Shelter. The change order is for \$220,000 with total contract \$320,000. 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.

**Designated DMO for Northern Beaufort County's request for tourism recovery funding**

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Sommerville, to designate DMO for Northern Beaufort County's request for tourism recovery funding. Motion removed.

Chairman Passiment: There is a request in the amount of \$760,000, with the immediate need of \$250,000 for the tourism recovery due to COVID-19. The funding will come from A-Tax reserve funds.

Council Member McElynn: Who would be receiving these funds?

Rob Wells: These would be for direct ad placement such as trip advisor, Facebook, Coastal Living, YouTube, and etc. This is just for advertising not for tourism for the county.

Council Member Glover: Does not want the county to open too soon. Do you think now is the best time to do this?

Rob Wells: We do think that now is the time to reopen and some businesses are opening slowly. We plan on taking a slow approach to this and believe that people are looking for small coastal areas to visit. We still need to place the advertisement, so when individuals are looking to travel they are aware of the county being open.

Council Member Covert: I believe that the county is going too fast. Are the other chambers doing anything? We are just opening some businesses. This may be too fast in thinking that individuals are ready for a vacation.

Council Member Sommerville: Has looked over the Hospitality and 3% tax fund which needs to have an ordinance for the appropriation of funds recommended by the Finance Committee.

Council Member Flewelling: The offer for the ordinance presented will go in front of the Finance Committee. This is a first reading only that will go to the Finance Committee and then to council if approved. This money is to go to the sites that are applicable to Beaufort County.

Council Member Rodman: We are talking about the Visitors Bureau and believes that the \$750,000 should not be given since this is funds that take care of unincorporated and other areas of Beaufort County. We have to be careful with outflow of money since the inflow of money is slow in coming.

Council Member Hervocho: What business will that be? What time frame will the advertisement be for?

Rob Wells: This is designated that make up of stakeholders in tourism. This is outbound partnership within for advertisement. An example would be trip advisor we put businesses on the top when they look for a certain campaign of a vacation destination by using brand specific advertisement. We are looking to do a phase 1 which is a 3 month window then based on the targets coming in we can the trends so that we can have ongoing funds so that we can jump start the economy. We look for behavior travel for vacationers to review in advertisements.

Council Member Hervocho: Are these for local businesses or Beaufort County as a whole?

Rob Wells: The advertisement is very broad.

Chairman Passiment: We have to send this to a committee to make a recommendation to County Council, this cannot be a first reading

Council Member Sommerville: This should go to the committee and can be considered a first reading as long as no dollar amount is mentioned.

Council Member McElynn: I believe the timing is wrong on marketing for advertisement.

Council Member Lawson: How do we split up the amount spent so we can make sure it goes back to the area?

Chairman Passiment: We need to amend the motion

**Motion:** It was moved by Council Member Flewelling McElynn, seconded by Council Member Sommerville, for a title only referral to the Finance Committee for clarity and resolving the outstanding issues to First Reading, the designated DMO for Northern Beaufort County's request for tourism recovery funding. Motion removed.

Chris Inglese: We have no ordinance that states the use of title only.

Kurt Taylor: Would agree with the usage of title only.

Council Member Howard: Will recommend to send this back to the Finance Committee meeting.

Council Member Flewelling: Remove the amendment I presented.

Council Member Passiment: I withdraw my amendment.

Council Member Rodman: Can we use this under Emergency Ordinance?

Council Member Flewelling: If it comes from the Finance Committee, we can.

**Motion:** It was moved by Council Member Flewelling, seconded by Council Member Howard, to forward this matter to the Finance Committee. The vote: YEAS - Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, , and Council Member Flewelling. The vote: NAY- Council Member Dawson Council Member Covert, Council Member McElynn. The motion passed 8:3.

**Status:** Moved to Finance Committee

### **Emergency Ordinance no. 2020 / 02 extending the State of Emergency in Beaufort County**

**Motion:** It was moved by Council Member Dawson, seconded by Council Member Sommerville, to Emergency Ordinance no. 2020 / 02 extending the State of Emergency in Beaufort County. 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.

## **BOARDS AND COMMISSIONS**

### **Reappointment of Louis Poindexter to Bluffton Township Fire District Board**

**Motion:** It was moved by Council Member Hervochon, 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 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.

### **Appointment of John Maffei (District 7) to the Rural and Critical Lands Board**

**Motion:** It was moved by Council Member Hervochon, 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 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.

### **Appointment of Kamal Wigfall to Keep Beaufort County Beautiful Board**

**Motion:** It was moved by Council Member Hervochon, 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 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.

### **Reappointment of Phil Kiser and appointment James K. Mack to the Beaufort County Parks and Recreation Board**

**Motion:** It was moved by Council Member Hervochon, 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 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**

Council Member Covert: Read emails submitted.

Gail Martin: Wants the emergency order to be lifted.

Morris Campbell: The elimination of former employees to participate in the county's health insurance program.

Council Member Covert then read comments from Facebook.

Cason Bailiff: From Island Packet when is the School Council and County Council meeting?

Beaufort Area Hospitality Association: Support the CBV marketing plan.

Council Member Flewelling: Our administration does not have anything to do with stay at home orders, etc. This came from the Governor.

Mary Daily: Do not extend the stay at home order.

**ADJOURNMENT:**

The meeting adjourned at 6:25 p.m.

Ratified on:

# ~ Proclamation ~

**Whereas**, Africans began arriving on the Sea Islands in the 1500s; and

**Whereas**, the population of these Africans increased as chattel enslavement grew in the 1600s;  
and

**Whereas**, these Africans began to engage with and in some instances created families with indigenous Americans in the region; and

**Whereas**, the descendants of this group are called "Gullah/Geechee"; and

**Whereas**, this group of self-sufficient people came together in 1999 throughout the Sea Islands and Lowcountry of the Carolinas, Georgia, and Florida to stand on their human rights to self-determination; and

**Whereas**, this group took one year to elect their own leader; and

**Whereas**, they elected and enstooled St. Helena Island native whose family roots also stem from Polowana and Dataw Islands, Queen Quet, Chieftess of the Gullah/Geechee Nation; and

**Whereas**, Queen Quet has served as the official "Head pun de Bodee" and spokesperson for Gullah/Geechees since July 2, 2000; and

**Whereas**, the 20<sup>th</sup> Anniversary of Gullah/Geechee Nation is being celebrated under the theme "#GullahGeechee2020"; and

**Whereas**, we support the continuation of Gullah/Geechee cultural heritage and sustainability of the Gullah/Geechee Nation; and

**Now, therefore, be it resolved**, that Beaufort County Council does hereby proclaim the week of July 25 – August 1, 2020 as "Gullah/Geechee Nation Appreciation Week" and call upon all our citizens to celebrate with the citizens of the Gullah/Geechee Nation under the theme "Gullah/Geechee 2020: "Seein We Culcha Clearly" via virtual events and support of Gullah/Geechee businesses and institutions

## Gullah / Geechee Nation Appreciation Week



Dated this 8<sup>th</sup> Day of June

*Joseph F. Passiment, Jr.*

Joseph F. Passiment, Jr.  
Beaufort County Council

## ~ Proclamation ~

**Whereas**, Bob Bender became a Lowcountry Native in 1979, arriving in his hand painted Nash Rambler; and

**Whereas**, Mr. Bender founded his first Estuarium inside his home, called North Street Aquarium which was the first aquarium chartered by the State of South Carolina; and

**Whereas**, Mr. Bender shared his knowledge by conducting tours to anyone who was interested in preserving the wildlife on our coast; and

**Whereas**, Mr. Bender was outspoken for not only for the environment but for the community around him; and

**Whereas**, Mr. Bender was not only a passionate about preserving wildlife he was also an artist; and

**Whereas**, Mr. Bender expanded into Port Royal in 2002 and the private, non-profit Lowcountry Estuarian was founded; and

**Whereas**, Mr. Bender opened Lowcountry Estuarian to hundreds of school children and the nearby Sands Beach gave him an open-air classroom to share his knowledge; and

**Whereas**, Mr. Bender's expanded his educational efforts through local festivals, camps, school programs and providing aquaria for senior centers and daycares.

**Whereas**, Mr. Bender partnered for decades with the Beaufort Conservation District, Spring Island Trust, Clemson Extension Service, SC Department of Natural Resources and many other environmental agencies; and

**Whereas**, Mr. Bender's other accomplishments are: Founding board member of Main Street Beaufort USA, Founding member of South Carolina Nature-based Tourism Assn, Served on the City of Beaufort's first ATAX committee, Responsible for Beaufort Chamber Orchestra receiving their first grant, Founding Chairman of Old Village Assn. Port Royal, Originated the idea for Soft Shell Crab Festival and Oktoberfest, Served on the Beaufort Regional Chamber as Board Chairman group tourism subcommittee, Founding member of Beaufort Film Commission, Founding member of Beaufort International Film Festival Cmte, and Created artwork for Ribault Award, and a member of the Beaufort/Port Royal Sea Level Rise Taskforce ; and

**Whereas**, Mr. Bender served Beaufort County as a Member of the Rural and Critical Lands Board from March 2013 through June 2020; and

**Now, therefore, be it resolved**, that Beaufort County Council recognizes Mr. Bender's commitment and dedication to Beaufort County by making it a better place to live, work and visit.



Dated this 8th Day of June 2020

Joseph Passiment, Chairman  
Beaufort County Council



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT

#### Council Committee:

County Council

#### Meeting Date:

June 8, 2020

#### Committee Presenter (Name and Title):

Eric Greenway, Planning and Zoning Director

#### Issues for Consideration:

The proposed DA Amendment amends and restates certain section of the original Development Agreement in order to more clearly detail each party's obligations and rights as far as the construction of Graves and the Park Access Road are concerned as well as clarifying the details associated with creation of the Improvement District.

#### Points to Consider:

Does the County Council desire to adopt the amended Development Agreement?  
Does the County Council agree to use the Improvement District to cover the fees paid by the owner to establish the district? The original DA stated that the owner has agreed for the County to be able establish the improvement district which may have implied the county would assume the costs for creating the district.

#### Funding & Liability Factors:

1.1 million per year until the County has fully reimbursed the owner. It is assumed the funding the source will be TAG revenue but that will be more fully determined in each budget cycle.

#### Council Options:

Adopt the amended Development Agreement.  
Deny the adoption of the amended Development Agreement. The original obligations will still be in effect.

#### Recommendation:

Staff, based on the property owner's /developer's need for a more specific commitment, for financing purposes, regarding the County's desire to pursue the funding of the improvements and the need for more specificity to the details of the Neighborhood Improvement District recommends that the resolution be adopted by the County Council.

STATE OF SOUTH CAROLINA ) AMENDMENT TO THE PEPPER HALL  
 ) AND OKATIE RIVER PARK JOINT  
COUNTY OF BEAUFORT ) DEVELOPMENT AGREEMENT

This AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT (the “Amendment”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and between ROBERT L. GRAVES (“Property Owner”), and BEAUFORT COUNTY, SOUTH CAROLINA, a body politic and corporate (the “County”).

RECITALS

WHEREAS, Property Owner is the owner of several tracts of land containing a total of approximately eighty-four and eighty-one hundredths (84.81) acres near the Okatie River, as more particularly described on Exhibit A of the Development Agreement, defined below (the “Property”). The Property, commonly known as Pepper Hall, is located in the unincorporated area of Bluffton Township, Beaufort County, South Carolina; and

WHEREAS, County is the owner of approximately eighteen (18) acres of land lying adjacent to the Property and the waters and marshes of the Okatie River, on which it intends to develop and establish a county-wide passive park (the “Okatie River Park”); and

WHEREAS, Property and County Owner entered into that certain Pepper Hall and Okatie River Park Joint Development Agreement effective February 1, 2019, and recorded in the Beaufort County Register of Deeds Office on February 4, 2019, in Book 3735, Page 1 (the “Development Agreement”); and

WHEREAS, the Development Agreement laid out the terms and conditions for a mutually binding, public-private partnership<sup>1</sup> to allow the County and the Property Owner to work together to protect and preserve the natural environment and to secure for Beaufort County citizens a quality, well-planned and well-designed development and a stable and viable tax base; to provide an unprecedented opportunity to secure quality planning and growth in the public and private sectors; and to enhance and provide public access to the Okatie River Park for public benefit; and

WHEREAS, the Development Agreement provides for, among other things, the construction of certain road improvements necessary to access the Okatie River Park; and

WHEREAS, pursuant to the Development Agreement, the County will pay for the design, permitting, and the construction costs of the road improvements; and

WHEREAS, Property Owner, at substantial cost, has obtained US Army Corps of Engineers approval of the delineation of jurisdictional wetlands and approval by Beaufort County of the conceptual storm water plan. In addition, the encroachment permit application has been

<sup>1</sup> See Section IV.D. of the Development Agreement.

filed with the South Carolina Department of Transportation (the “SCDOT”), which required some minor changes in the design of the 278 entry/exit at the signalized intersection, and the receipt of SC DOT approval is anticipated in the near future; the engineering has been submitted for necessary land disturbances for roads, storm water, etc., and the receipt of the Nationwide Permit is imminent; the design for the lift station for the entire site is near completion; and water, sewer, and all other utilities/services are available at the site; and

WHEREAS, the County has identified a funding source for approximately \$2.2 million of the road improvement costs and anticipates appropriating \$1.1 million in each of the Fiscal years 2021 and 2022 for this purpose; and

WHEREAS, the Development Agreement provided that the County may establish an improvement district for the assessment and collection of revenue to provide a mechanism for the County to recover the cost of the construction of the road improvements; and

WHEREAS, Property Owner and County desire to clarify and implement certain provisions of the Development Agreement regarding the construction and funding for the cost of certain road improvements and the establishment of an improvement district; and

WHEREAS, pursuant to the Code of Laws of South Carolina Section 6-31-60, the County conducted a public hearing regarding its consideration of this Amendment on \_\_\_\_\_, 2020, after publishing and announcing notice; and

WHEREAS, the County, acting by and through County Council adopted Ordinance Number on \_\_\_\_\_, 2020, approving this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Amendment, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as S.C. Code §§ 6-31-10 to -160, the parties to this Amendment, intending to be legally bound, agree as follows:

- 1. Recitals. The above recitals are herein incorporated.
- 2. Construction and Funding for Graves Road and Park Access Road. Section VI.P.ii of the Development Agreement shall be amended and re-stated as follows:
  - ii. As to the roads provided by the County under this Agreement (a portion of Graves Road and Primary Park Access Road), Property Owner has agreed to construct and front the cost of the roads. Upon approval by County staff of plans and permits, Property Owner is authorized to begin construction. County staff shall use best efforts to review and approve plans and permits expeditiously, but in no case later than 15 days from the date of submission of a full and complete application.

The County will reimburse the Property Owner for the costs of the construction of the roads. The County shall make at least an annual payment for the lesser of actual costs advanced for the construction of the roads that have not been previously reimbursed or \$1.1 million, whichever is less, until the Property Owner is fully reimbursed for the total cost of construction of the roads; provided, however, that full reimbursement shall be made no later than December 31, 2025. Property Owner may make quarterly requests for reimbursement and shall provide a certification of expenses to date of the costs of the Roads, provided that the annual total of such quarterly requests do not exceed the actual costs advanced for construction or \$1.1 million, whichever is less. County shall reimburse the Property Owner within twenty-five (25) days of receipt of the request and certification.

Beaufort County has previously determined that Property Owner will be the single source for construction purposes. This determination satisfies the Beaufort County and South Carolina public works bidding and proposal requirements.

3. Improvement District.

- a. Section IV.B.2 is hereby deleted in its entirety.
- b. Section IV.B.3.b. is hereby amended to read as follows:
  - b. Improvement District. The County will recover up to \$2.4 Million of the costs for the design, permitting and construction of the Primary Park Access Road and Graves Road infrastructure, including sidewalks, street trees, landscaping street signage and stormwater drainage assets, by establishing a special assessment district pursuant to the County Public Works Improvement Act, S.C. Code Ann. 4-35-10, *et seq.* (1976, as amended) (the “Act”). Owner hereby expressly consents to include the Property as required by the Act.
  - c. Property Owner agrees to front the costs to create the improvement district (the “Establishment Costs”). County agrees to reimburse Property Owner in full for the Establishment Costs. Upon execution of this Amendment, Property Owner shall provide to the County a certification of the Establishment Costs incurred as of the Effective Date, and County shall remit payment within thirty (30) days of receipt the certification. Property Owner may then submit certifications on a quarterly basis for any additional Establishment Costs, and County shall remit payment within thirty (30) days of receipt.
  - d. In addition, any reference to South Carolina Code 6-35-10, *et seq.* contained in the Development Agreement shall be replaced with South Carolina

Code 4-35-10, *et seq.* and any reference to a “Residential Improvement District” or “RID” shall be placed with “Special Assessment District.”

4. Effect. Terms and provisions of the Development Agreement that are not expressly modified by this Amendment shall remain in full force and effect. All of the provisions of the Development Agreement affected by this Amendment shall be deemed amended, whether or not actually specified herein, if such amendment is clearly necessary to effectuate the intent of the parties hereto. The Development Agreement, as modified hereby, is hereby ratified and approved in all respects.

5. Final Agreement. This Amendment and the Development Agreement, as amended by the Amendment, represent the final agreement between the parties regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.

5. Counterparts. This Amendment may be executed in any number of counterparts, which may be electronically transmitted to the originating office, all of which when executed and delivered shall have the force and effect of an original.

[SEPARATE SIGNATURE PAGES TO FOLLOW]





## AN ORDINANCE

APPROVING AN AMENDMENT TO THAT CERTAIN PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AND ROBERT L. GRAVES EFFECTIVE FEBRUARY 1, 2019, AND RECORDED IN THE BEAUFORT COUNTY REGISTER OF DEEDS OFFICE IN BOOK 3735, PAGE 1 ON FEBRUARY 4, 2019

**WHEREAS**, Beaufort County (“County”) and Robert L. Graves (“Property Owner”) entered into that certain Pepper Hall and Okatie River Park Joint Development Agreement effective February 1, 2019, and recorded in the Beaufort County Register of Deeds Office on February 4, 2019, in Book 3735, Page 1 (the “Development Agreement”) pursuant to the South Carolina Development Agreement Act, S.C. Code of Laws 6-31-10, et seq., as amended (the “Act”) and the Beaufort County Community Development Code (the “CDC”); and

**WHEREAS**, the Development Agreement sets forth the terms and conditions for a mutually binding, public-private partnership<sup>1</sup> to allow the County and the Property Owner to work together to protect and preserve the natural environment and to secure for Beaufort County citizens a quality, well-planned and well-designed development and a stable and viable tax base; to provide an unprecedented opportunity to secure quality planning and growth in the public and private sectors; and to enhance and provide public access to the Okatie River Park for public benefit; and

**WHEREAS**, the Development Agreement provides for, among other things, the construction of certain road improvements necessary to access the Okatie River Park; and

**WHEREAS**, pursuant to the Development Agreement, the County will pay for the design, permitting, and the construction costs of the road improvements; and

**WHEREAS**, the County has identified a funding source for approximately \$2.2 million of the road improvement costs and anticipates appropriating \$1.1 million in each of the Fiscal years 2021 and 2022 for this purpose; and

**WHEREAS**, the Development Agreement provided that the County may establish an improvement district for the assessment and collection of revenue to provide a mechanism for the County to recover the cost of the construction of the road improvements; and

**WHEREAS**, Property Owner and County desire to clarify and implement certain provisions of the Development Agreement regarding the construction and funding for the cost of certain road improvements and the establishment of an improvement district by executing an amendment to the Development Agreement (the “Amendment”); and

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<sup>1</sup> See Section IV.D. of the Development Agreement.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council of Beaufort County, South Carolina, in a meeting duly assembled, as follows:

SECTION I. FINDINGS INCORPORATED

The above recitals and findings are incorporated herein by reference and made a part of this Ordinance. In addition to the recitals set forth above, which the County Council hereby adopts as findings of fact, the County Council specifically finds that the Amendment attached hereto as Exhibit "A" and incorporated herein by reference, complies with the Act, the Comprehensive Plan, and the CDC.

SECTION II. DEVELOPMENT AGREEMENT

The terms of the Amendment are hereby approved in accordance with the Act and the CDC. The Amendment shall be effective upon approval of this Ordinance after third reading, execution by both parties and recording in the Beaufort County Register Deeds Office as required under the Act.

SECTION III. EXECUTION

The County Administrator is authorized to execute and deliver the Amendment on behalf of the County, and any and all other necessary documents or instruments incidental to the approval of this Ordinance and the Amendment.

SECTION IV. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its approval following third reading by the County Council

**ENACTED** and **APPROVED**, in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2020.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joe Passiment, Chairman of Beaufort County Council,  
Beaufort County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Sarah Brock, Clerk to Beaufort County Council,  
Beaufort County, South Carolina

First Reading: June 8, 2020  
Second Reading: \_\_\_\_\_, 2020  
Public Hearing: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020

[EXHIBIT A FOLLOWS ON NEXT PAGE]

**EXHIBIT A**

AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK  
JOINT DEVELOPMENT AGREEMENT

STATE OF SOUTH CAROLINA )  
 ) CERTIFIED COPY OF ORDINANCE NO. \_\_\_\_\_  
COUNTY OF BEAUFORT )

I, the undersigned, being the duly qualified and acting Clerk to County Council of Beaufort County, South Carolina (the "County"), do hereby certify that attached hereto is a copy of Ordinance No. \_\_\_\_\_ enacted by the County Council of the County at a meeting duly called and held on \_\_\_\_\_, 2020, at which a quorum was present and acting throughout, which Ordinance has been compared by me with the original thereof, and that such copy is a true, correct and complete copy thereof, and that such Ordinance has been duly enacted, including the required number of readings, and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof in the form attached hereto.

In witness whereof, I have hereunto set my hand as of the \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Sarah Brock, Clerk to Beaufort County Council,  
Beaufort County, South Carolina



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

A RESOLUTION OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, DESCRIBING THE OKATIE RIVER IMPROVEMENT DISTRICT AND THE OKATIE RIVER IMPROVEMENT PLAN TO BE EFFECTED THEREBY, THE PROJECTED TIME SCHEDULE FOR THE ACCOMPLISHMENT OF THE IMPROVEMENTS AND THE PROJECTED COST OF THE IMPROVEMENTS.

#### Council Committee:

County Council

#### Meeting Date:

June 8, 2020

#### Committee Presenter (Name and Title):

Eric Greenway, Planning and Zoning Director

#### Issues for Consideration:

The proposed resolution lays out the commitment by Beaufort County for setting up the Graves/Pepperhall Neighborhood Improvement District. This resolution specifies the acreage, the covered improvements, the proposed time schedule for adoption, the projected cost of improvements, and the basis for the established rates.

#### Points to Consider:

Does the County Council desire to adopt the resolution in order to affirm its commitment to the items agreed upon in the Development Agreement?  
Does the County Council agree with the costs associated with the covered improvements and the amount to be recouped, over time, from the district? Projected costs of improvements is \$3,700,000 and the County will recoup \$2,400,000 over the life of the district.

#### Funding & Liability Factors:

County will fund approximately 3,700,000.00 for the proposed improvements. It is believed the funding source will be TAG fees but this will be determined within each budget cycle.

#### Council Options:

Adopt the resolution.  
Deny the adoption of the resolution (Development Agreement obligations are still in effect).

#### Recommendation:

Staff, based on the property owner's /developer's need for a more specific commitment, for financing purposes, regarding the County's desire to pursue the funding of the improvements and more specificity to the details of the Neighborhood Improvement District recommends that the resolution be adopted by the County Council.

## RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, DESCRIBING THE OKATIE RIVER IMPROVEMENT DISTRICT AND THE OKATIE RIVER IMPROVEMENT PLAN TO BE EFFECTED THEREBY, THE PROJECTED TIME SCHEDULE FOR THE ACCOMPLISHMENT OF THE OKATIE RIVER IMPROVEMENT PLAN, THE ESTIMATED COST OF THE IMPROVEMENTS AND THE AMOUNT OF SUCH COSTS TO BE DERIVED FROM ASSESSMENTS OR OTHER FUNDS; SETTING FORTH THE PROPOSED BASIS AND RATES OF ASSESSMENTS TO BE IMPOSED WITHIN THE OKATIE RIVER IMPROVEMENT DISTRICT; ORDERING A PUBLIC HEARING; AND OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The County Council (the “Council”) of Beaufort County, South Carolina (the “County”), hereby finds and determines:

(a) The County is a political subdivision of the State of South Carolina (the “State”), and as such, possesses certain powers granted by the Constitution and general laws of the State.

(b) Pursuant to Title 4, Chapter 35, Code of Laws of South Carolina 1976, as amended (the “Act”), the counties of the State are vested with all powers consistent with the Constitution necessary, useful, and desirable to affect improvements within an improvement district, to increase property values, prevent depreciation of property values and preserve and increase their tax bases.

(c) An “improvement plan” (within the meaning of Section 4-35-30(4) of the Act), entitled “Okatie River Improvement Plan” (the “Improvement Plan”), has been prepared and presented to the Council, which such Improvement Plan, among other things, contemplates the creation of an “improvement district” (within the meaning of Section 4-35-30(3) of the Act) to be known as the Okatie River Improvement District (the “Improvement District”). A copy of the Improvement Plan, which may be amended or supplemented from time to time, is attached hereto as Exhibit A and incorporated herein by reference and available for review in the office of the County Attorney. The Improvement Plan contemplates the provision of approximately \$3,700,000 of improvements to the Improvement District, as more particularly described therein and below (collectively, the “Improvements”), which such improvements constitute “improvements” (within the meaning of Section 4-35-30(2) of the Act).

(d) The Council finds that (1) the Improvements may be beneficial within the designated Improvement District, (2) the Improvements are likely to significantly improve property values within the Improvement District by promoting the development of the property, (3) it would be fair and equitable to fund all or part of the cost of the Improvements by an assessment upon the real property located within the Improvement District, and (4) written consent for the creation of the Improvement District from majority of the owners of real property within the Improvement District having an aggregate assessed value in excess of sixty-six percent of the assessed value of all real property within the Improvement District will be obtained prior to the establishment of the District.

(e) Pursuant to the Act, the Council may establish the Improvement District and implement and finance, in whole or in part, the Improvement Plan in the Improvement District in accordance with the provisions of the Act.

(f) In accordance with the requirements of Section 4-35-70 of the Act, Council hereby directs and authorizes the publication of this resolution and the establishment of the time and place of a public hearing concerning the Improvement Plan.

It is now necessary and in the best interest of the health, safety, and general welfare of the citizens of the County that the Improvement District and Improvement Plan be described and the other requirements of the Act be met through adoption and publication of this resolution.

### Section 2. Description of Improvement District.

The Improvement District shall consist of approximately seventy-six and fifty-eight hundredths (76.58) acres of mixed-use development consisting of proposed commercial and residential land uses. The Improvement District shall consist of the real property and bordering roads and highway as set forth in the Improvement Plan. The property is located in Beaufort County north of U.S. Highway 278 and is generally bordered by Graves Road, Brannan Point Road and other parcels of real property to the north and northeast, and the proposed Okatie River Park and other parcels of real property to the west.

### Section 3. Description of Improvements.

Subject to the terms set forth in the Improvement Plan, the Council finds that the future development within the Improvement District requires the acquisition and /or construction of the Improvements, including but not limited to the following:

a) Primary Park Access Road infrastructure, including sidewalks, street trees, landscaping, street signage and storm water drainage assets; and

b) Graves Road infrastructure, including upgrades to the existing form of this road, from Highway 278 to the northern entrance to the District, including turn lanes off

of Highway 278 onto Graves Road, sidewalks, street trees, landscaping, street signage and storm water drainage assets;

all as described and more particularly identified in the Improvement Plan.

#### Section 4. Time Schedule for Plan.

The County projects that the Improvements will be constructed and/or acquired within three (3) years from the effective date of an amendment to the Pepper Hall and Okatie River Park Development Agreement.

#### Section 5. Estimated Cost of Improvements; Amount to be Derived from Assessments.

The total estimated cost of all of the potential Improvements is approximately \$3,700,000 and that such costs will be funded, in part, by “assessments” (within the meaning of Section 4-35-30(1) of the Act) on all real property in the Improvement District benefiting from the Improvements (“Assessments”). It is expected that the Assessments will be set to fund \$2,400,000 of the cost of the Improvements plus the establishment and administrative costs of the Improvement District.

#### Section 6. Basis for the Rates of Assessment to be Imposed Within the Improvement District.

Assessments shall be imposed upon parcels of real property in the Improvement District based upon the parcel’s expected development use, the estimated benefit of the Improvements to the parcel and the value of the Improvements, according to the procedures set forth in an assessment roll, a Rate and Method of Apportionment of Assessments, and an assessment report, which shall establish an assessment allocation methodology which fairly reflects the benefits derived from the Improvements.

The total of the Assessments shall equal \$2,400,000 plus the establishment administrative costs of the County related to allocating, billing and collecting and any other administrative costs related to the Improvement District. Upon the subdivision of any parcel, the total Assessment allocated to that parcel prior to the subdivision shall be allocated to the parcels resulting from the subdivision in accordance with the established assessment allocation methodology. The Assessments on the parent parcel prior to the subdivision shall equal the sum of the Assessments on the resulting parcels after the subdivision of the parent parcel.

An Assessment shall not be imposed upon property within the boundaries of the Improvement District that does not receive a benefit from the Improvements. An Assessment shall not be imposed upon property outside the boundaries of the Improvement District. Assessments shall also not be imposed on any property purchased or otherwise acquired by a public entity.

Section 7. Public Hearing.

The Council hereby establishes \_\_\_\_\_, 2020, as the date of the public hearing to be held in accordance with the provisions of Section 4-35-70 of the Act. Such public hearing shall be held at 6:00 p.m., in Council Chambers, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, S.C., or at such other location in or around the complex posted at the main entrance. At the public hearing and at such adjournment of it, all interested persons may be heard either in person or by their designees.

Section 8. Public Notice.

Pursuant to Section 4-35-70 of the Act, the Council hereby authorizes the publication of this Resolution in its entirety once a week for three successive weeks in a newspaper of general circulation within the County, with the final publication to occur not less than 10 days prior to the public hearing to be held \_\_\_\_\_.

**DONE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

\_\_\_\_\_  
Joseph F. Passiment, Jr., Chairman  
Beaufort County Council

ATTEST:

\_\_\_\_\_  
Clerk to Council

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

EXHIBIT A  
OKATIE RIVER IMPROVEMENT PLAN

# IMPROVEMENT PLAN – OKATIE RIVER IMPROVEMENT DISTRICT

## Overview and Purpose

Pursuant to the County Public Works Improvement Act (S. C. Code Section 4-35-10, *et seq.* and, as amended from time to time, the “Act”), and subject to the receipt of all necessary public and governmental approval (as set forth in the Act), Beaufort County, South Carolina (the “County”) is authorized to designate an area within the County (such designated area being referred to herein, and further defined in the Act, as an “Improvement District”) in which the County proposes to provide for the construction and installation of various improvements, public works and facilities.

The County, Robert Graves (the “Owner”) and on behalf of all future owners or other interested parties, desire to create an Improvement District (the “Okatie River Improvement District”) and provide for the provision and funding of various improvements, public works and facilities for the benefit of the County and the future users of the real property identified below.

The Act requires that the County adopt an “Improvement Plan” in connection with its establishment of an Improvement District. As set forth in the Act, the general purpose of an Improvement Plan is to establish the overall plan by which the County proposes to cause the creation of the applicable improvements within an Improvement District. This Improvement Plan is written, and intended, to meet the Act’s requirements for an Improvement Plan for purposes of the Okatie River Improvement District. Through the execution of this Improvement Plan, and the implementation of the various public improvements that it contemplates, the County intends to provide a benefit to the underlying real property, improve the property values, and promote the development of the Okatie River Improvement District. The County also anticipates that the County at large will benefit from the public nature of such improvements.

## Description of the Okatie River Improvement District

The real property included within the Okatie River Improvement District (the “District”) is located in the County and is generally bordered by Graves Road to the east, the proposed Okatie River park and other parcels to the west, Brannon Point Road to the north and other parcels of real property to the north and northwest. The real property in the District is north of Highway 278.

Table A below specifies the real property within the District and the approximate acreage thereof.

**Table A**  
**Real Property within the District**

<b>Parcel / Land Area</b>	<b>Acres</b>
R600 021 000 004A (portion thereof)	72.17
R603 021 000 0194	0.66
R603 021 000 0195	0.64
Portion of Graves Road	2.66
Portion of Highway 278	0.45
<b>Total</b>	<b>76.58</b>

As indicated in Table A above, the District is approximately 76.58 acres in total.

The District includes the section of Graves Road that borders the real property parcels in the District. The District includes portions of Highway 278 at the intersection of Graves Road.

For further illustration, a map of the real property in the District is shown on **Exhibit A** and attached hereto.

The District will be accessed from Graves Road.

**Proposed Land Use**

It is anticipated that the Owner (and/or any future owners of the real property in the District, or portions thereof) will develop the property located within the District in accordance with the Pepper Hall and Okatie River Park Joint Development Agreement between the Owner and the County, which such agreement was initially entered into by the County and the Owner, to be effective as of February 1, 2019 and recorded on February 4, 2019 in Book 3735 at Page 1 in the Beaufort County Register of Deeds Office, as amended from time to time (the “Development Agreement”). The Development Agreement governs the allowable land uses for the real property covered by the Development Agreement, which includes the 76.58 acres included in the District. The entire District is within the real property governed by the Development Agreement

Overall, the Development Agreement contemplates the creation of a mixed-use, master-planned community. To that end, among other specific development rights, the Development Agreement specifies that many land uses, including but not limited to the following, are permitted:

- Residential, including detached single-family homes, attached single family homes, senior care, and multi-family
- General commercial
- Office
- Retail
- Restaurant
- Hospitality
- Civic
- Recreation

The Owner’s current expectation for development uses within the District is shown in **Table B** below.

**Table B**  
**Owner’s Estimated Development Uses**

Expected Use	Expected Quantity
<u>Residential</u>	
	<u>Units</u>
Single family homes, detached, for sale	109
Town homes, attached, for sale	54
Town home, attached, for rent	120
For rent apartments	336
	<u>Square Ft.</u>
Commercial	5,000

Notwithstanding the foregoing, it is understood that development uses that are distinct from the types and amounts shown in the table above may occur as a result of market demand or changes in the development plans. Any such deviation will nevertheless be consistent with the requirements of the Development Agreement.

**Government Approvals and Regulatory Agency Permits**

The expected uses and infrastructure are allowed under current zoning and land use regulations and are contemplated in the Development Agreement. Nevertheless, it is understood by all involved parties that the implementation of the Improvement Plan will require ongoing compliance with all applicable zoning and land use regulations and the Development Agreement.

To the extent the Owner (or other applicable party) has not already obtained them as of the date hereof, permits and approvals that are administrative in nature, including but not limited to the following list, will be obtained in the standard course of development:

- S. C. Department of Health and Environmental Control (“SCDHEC”) Authorization to Discharge Stormwater under NPDES General Permit from Stormwater Discharges from Construction Activities;
- SCDHEC Permit authorizing connection to existing water and sewer utilities, and/or authorization to construct water and sewer facilities;
- United States Army Corps of Engineers permit(s)
- SC Department of Transportation encroachment permit(s);
- County Stormwater Permit(s); and
- Other applicable County development reviews and approvals.

**The Improvements**

The primary goal of this Improvement Plan is to provide certain public improvements located on the real property in the District. This will be accomplished through the construction and or acquisition of the following improvements within the District (collectively the “Improvements”):

- Primary Park Access Road infrastructure, including sidewalks, street trees, landscaping, street signage and storm water drainage assets; and
- Graves Road infrastructure, including upgrades to the existing form of this road, from Highway 278 to the northern entrance to the District, including turn lanes off of Highway 278 onto Graves Road, sidewalks, street trees, landscaping, street signage and storm water drainage assets.

Each of the Improvements is intended to constitute an “Improvement” as such term is set forth in the Act. All such Improvements (as approved or accepted by the County as provided herein) shall be deemed authorized by this Improvement Plan.

This Improvement Plan is not intended to be, and should not be construed as, a guaranty or commitment by the Owner or the County to implement the Implement Plan and/or cause the creation of any or all of the referenced Improvements. To the extent that the Improvements are constructed, the timing of the construction shall be governed by the Development Agreement.

The locations of the Primary Park Access Road will be determined at a later point in time by the Owner (or its assignee) and the County and may vary based on a number of factors. The general location of certain anticipated Improvements is shown on **Exhibit A**.

The total estimated cost of the Improvements is approximately \$3,700,000. The foregoing estimate is provided herein for informational purposes only and the parties acknowledge and agree that the Assessments, as defined below, imposed for the District are not anticipated to generate funding sufficient to fund the entire cost of the Improvements. On the contrary, the Assessments to be imposed on the real property in the District are anticipated to contribute \$2,400,000 towards the costs of the Improvements. It is also understood that the inclusion of the Improvements within this Improvement Plan shall not prohibit the funding of the Improvements from methods and sources other than the Assessments.

Furthermore, in addition to the Improvements, other public improvements not contemplated or covered by this Improvement Plan are possible and may be constructed within the Improvement District.

**Projected Time Schedule for the Accomplishment of the Improvement Plan**

The County projects that the Improvements will be constructed and/or acquired within three years.

**Ownership and Maintenance of the Improvements**

The Improvements will be owned by the County or the State of South Carolina.

The Improvements will be maintained by the County or the State of South Carolina.

**Sources of Funds**

The County anticipates obtaining the funds required to construct the Improvements from legally available County sources, including but not limited to general County revenues, as well as

contributions from the Owner for which the Owner shall be reimbursed by the County (as contemplated in the Development Agreement).

In general, and as allowed by the Act, special assessments (the “Assessments”) will be imposed by the County on the real property in the District in order to help fund a portion of the costs of the Improvements. In particular, the County shall impose Assessments in order to 1) recoup \$2,400,000 of the costs of the Improvements, 2) recoup the total costs to establish the District and levy the Assessments and 3) fund the administrative costs of the District. The Assessments will be billed and collected by the County on an annual basis through the annual real property tax billing process.

County revenues from the Assessments may, in certain cases, be used to directly fund the initial costs of Improvements.

Additional sources of revenue not mentioned within this Improvement Plan but allowed by law may also be utilized independently or in combination with the revenue sources stated above to execute this Improvement Plan.

**Proposed Basis and Rates of Assessment to be Imposed within the Improvement District**

Assessments shall be imposed upon real property in the District in accordance with each of the Okatie River Improvement District documents (including, without limitation, any Report on the Reasonable Basis of the Assessments, Assessment Roll or The Rate and Method of Apportionment of Assessments) prepared for the County by MuniCap, Inc. (a public finance consultancy that specializes in special assessment districts), to the extent such documents are approved by the County and/or the Beaufort County Council (collectively the “Improvement District Documents”). The Improvement District Documents shall establish special assessment rates that fairly reflect the benefits derived from the Improvements by each of the individual parcels within the District (both the currently existing parcels and to be created parcels).

Notwithstanding the foregoing, an Assessment shall not be imposed upon any real property located outside of the District or any real property located within the District that does not receive a special benefit from the Improvements. In addition, Assessments shall not be imposed on any real property that is expressly reserved for the use of a public entity, including Graves Road and Highway 278.

In accordance with the Act, the County will establish an allocation methodology that considers the value of the Improvements. The Assessments will be allocated in part based upon a parcel’s expected use of the Improvements, which shall consider the location of the parcel and the location of the Improvements. The Assessments will be allocated in part based upon each parcel’s distinct development classification and such classification’s projected utilization of the Improvements. Accordingly, the methodology and procedure for allocating Assessments shall provide that, as real property within the District is subdivided, the expected development use of the subdivided real property (including the quantity of the expected development use) shall be utilized to apportion the Assessments to the subdivided real property. In each case, the sum of the Assessments on all parcels resulting from a subdivision shall equal the total Assessment of the single parcel in question prior to the subdivision.

Assessments shall be billed to parcels over a thirty-year term beginning in the year following the issuance of a building permit for the parcel.

**Termination of Assessments**

The Assessments on a parcel will terminate upon the parcel’s full payment of the Assessments that are allocated to the parcel, which may occur upon an allowed full prepayment of the Assessments on a parcel or at the completion of the thirty-year payment cycle described above.

**Amendments**

This Improvement Plan may be amended or supplemented from time to time in accordance with the Act.

**Exhibit List (on the following page):**

**Exhibit A** – An exhibit that shows the boundaries of the District and the currently planned location of the Improvements.

EXHIBIT 'A'  
MAY 1, 2020

NOT TO SCALE

± 2.66 ACRES

± .45 ACRES

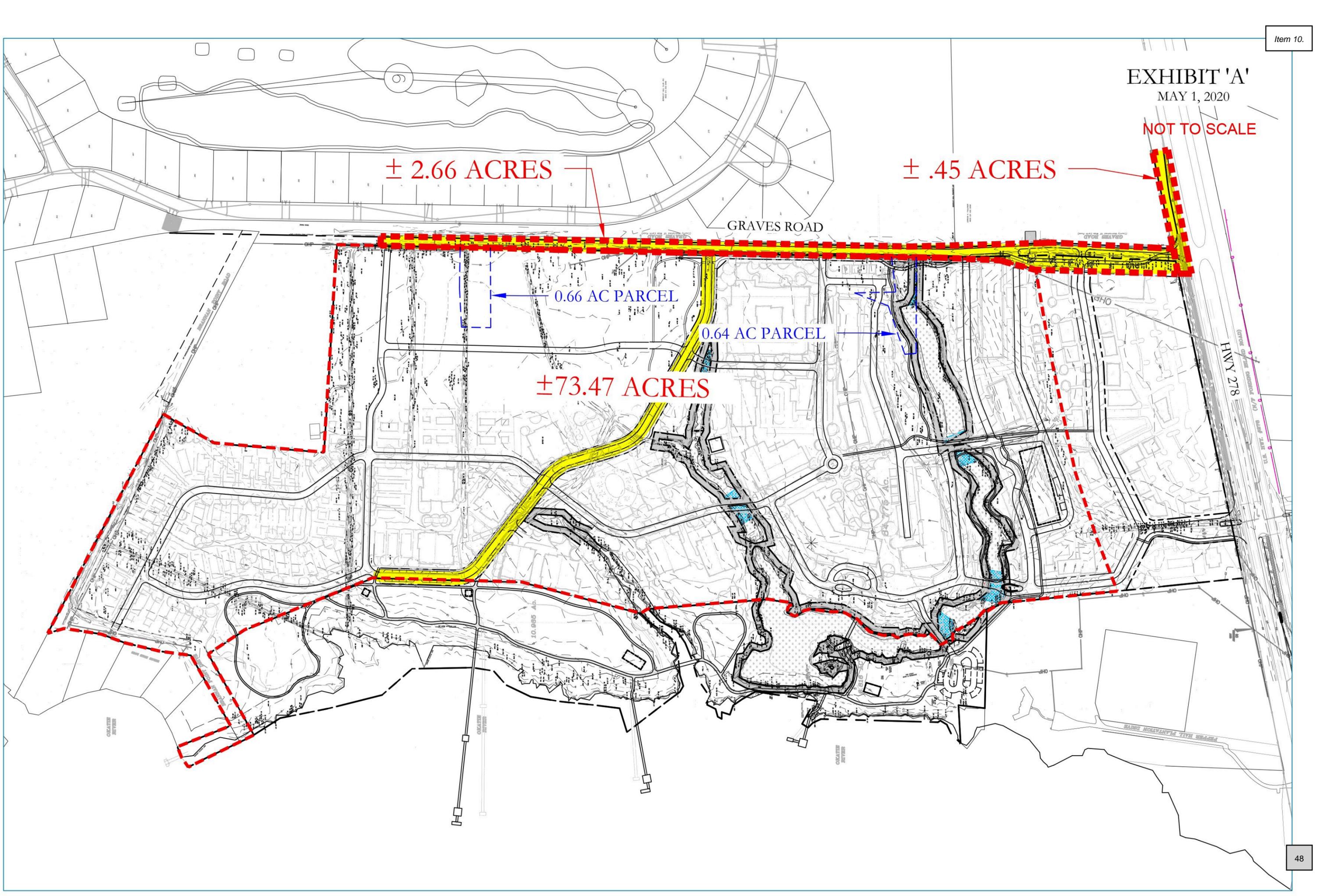
GRAVES ROAD

0.66 AC PARCEL

0.64 AC PARCEL

± 73.47 ACRES

HWY 278






---

**BEAUFORT COUNTY COUNCIL**


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**Agenda Item Summary**
**Item Title:**

Myrtle Park Parking Easement

**Council Committee:**

Council

**Meeting Date:**

June 8, 2020

**Committee Presenter (Name and Title):**

Kurt Taylor, John O'Toole

**Issues for Consideration:**

On May 26, 2020 council approved a parking agreement between the county and CSD Myrtle Park, LLC which allowed for nonexclusive parking rights on the county's adjacent property for the tenants and visitors to the developers' buildings. Now council is being asked to approve a nonexclusive easement which will make the parking agreement perpetual.

**Points to Consider:**

The parking easement allows the developers to locate their buildings so as to take full advantage of their building site.

**Funding & Liability Factors:**

n/a

**Council Options:**

Approve, modify, or reject

**Recommendation:**

Staff recommends Council approve the ordinance which grants the nonexclusive parking agreement.

**ORDINANCE 2020-\_\_**

**AN ORDINANCE APPROVING A NONEXCLUSIVE PARKING EASEMENT AGREEMENT WITH CSD MYRTLE PARK, LLC**

**WHEREAS**, CSD Myrtle Park, LLC 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 plan labeled as **Exhibit “C”** attached hereto and made a part hereof by this reference; and

**WHEREAS**, the County desires to agree to grant a nonexclusive easement for parking rights over the County Parcel for the benefit of the Myrtle Park Parcel; and

**NOW, THEREFORE**, be it ordained by Beaufort County Council, in meeting duly assembled, hereby grants a perpetual, nonexclusive easement for parking on its property as described above for the benefit of the Myrtle Park Parcel, also as described above.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

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

**EXHIBIT "A"****MYRTLE PARK PARCEL**

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

This is the same property conveyed from Kittie's Landing, LLC to Beaufort County, a political subdivision of the State of South Carolina, dated March 11, 2014, and recorded in Deed Book 3310, page 1090, Beaufort County, South Carolina records.

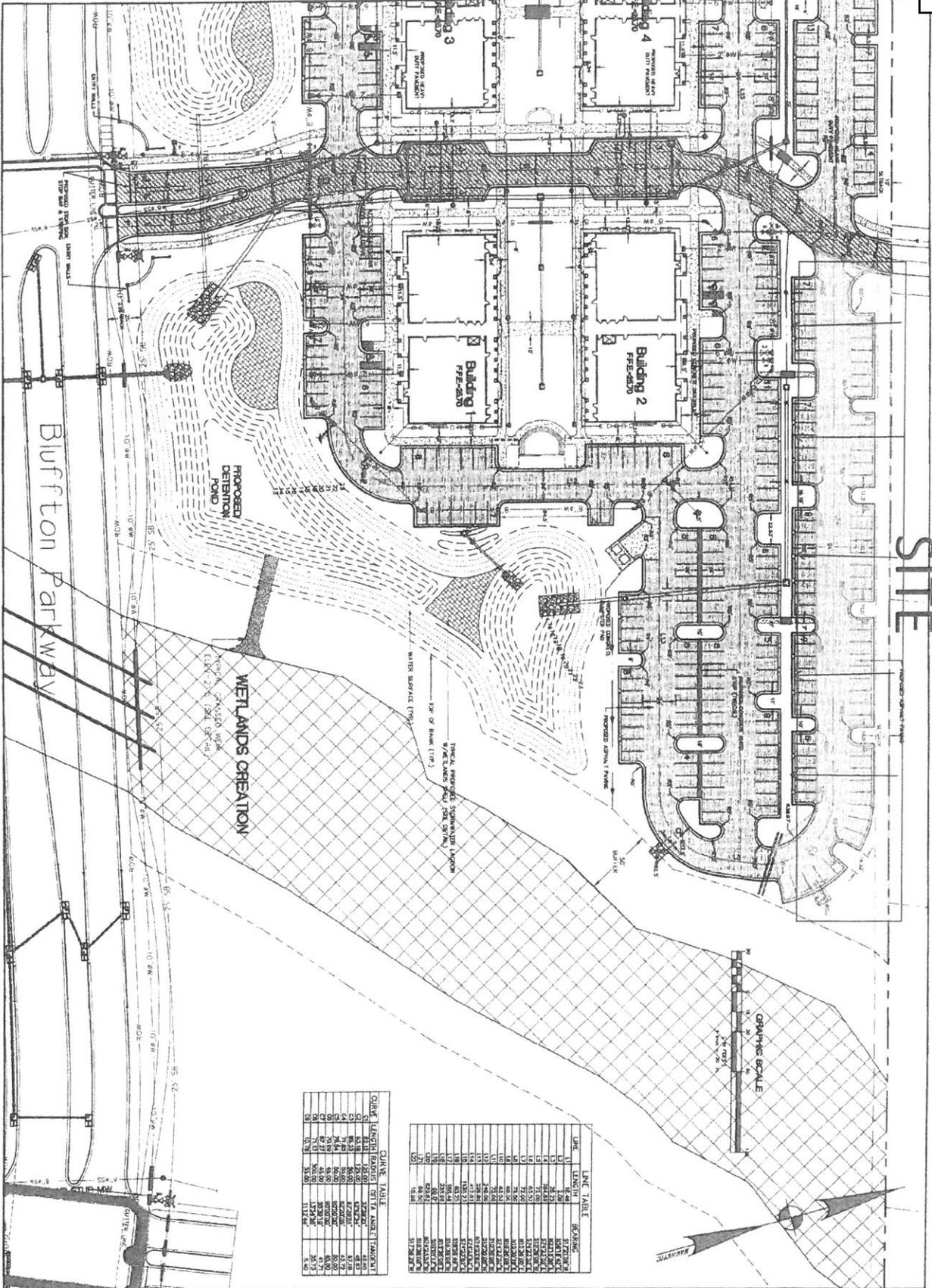
TMS #: R600 031 000 1624 0000

**EXHIBIT "B"****COUNTY PARCEL**

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

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

Tax Id: R601 039 000 0525 0000 00



**SITE**

EXHIBIT C

JOB: 213002  
 SHEET # 6 of 23

Horizontal Control  
 (East Side)  
 DATE: 4/11/01  
 DRAWN BY: MTH  
 CHECKED BY: MTH  
 DESIGNED BY: MTH

144  
 Hwy. 46 Commercial Bldg.  
 Beaufort County, S.C.  
 Beaufort Township  
 U.S. Hwy. 27B  
 428

**AE**  
 Andrews Engineering Co., Inc.  
 802 15th Street  
 Fort Royal, S.C. 29506  
 (803) 522-6600 FAX (803) 522-972  
 Visit [www.andrewseng.com](http://www.andrewseng.com)

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 ARCHITECTS  
 AND ENGINEERS  
 REGISTERED PROFESSIONALS

**SOUTH CAROLINA**  
 REGISTERED PROFESSIONALS

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**PLAN REVISIONS**

NO.	DESCRIPTION	DATE	BY
1	REVISED WATERLINE & DRAINAGE	7/2/01	RC
2	REVISED DRAINAGE (2' RCP @ PARKING)	8/1/01	RC
3	ADDED ACCESS EASEMENT	9/17/01	RC
4			
5			
6			
7			
8			



benefit of any and all other occupants of Grantee's Property, and for its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to vehicular parking and pedestrian access, ingress and egress, and neither party shall install a fence or other barrier which could prevent or obstruct the passage of pedestrian or vehicular travel for the purposes stated herein. Both Grantor and Grantee shall be permitted to maintain the easement area, inclusive of any repairs that are needed to ensure safe passage across the easement area; however, any improvements to the easement area must be approved by Grantor in advance of any material changes or improvements made to the easement area.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantee's use and of the Easement Area.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the title and land and be appurtenant to Grantee's Property, shall run with the title to and burden the easement area and Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their heirs, successors and assigns.

7. Termination and Relocation. Should both parties to this Agreement agree to the termination of the easement granted herein, said termination shall be placed in writing and in recordable form. Upon the filing of any termination of this Agreement, an alternative easement agreement shall also be recorded so as to provide alternate access to the parcel which this easement shall serve.

8. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.

10. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and this Agreement may not be amended, modified, altered or terminated except by written agreement signed by Grantor and Grantee.

IN WITNESS WHEREOF, the parties have caused this within Nonexclusive Parking Easement Agreement to be executed, by their hands and seals, this as of the dates written below.

GRANTOR:

WITNESSES:

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

\_\_\_\_\_  
Print Name:

State of South Carolina    )  
  )  
County of Beaufort         )

Acknowledgement

I, \_\_\_\_\_, do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public of South Carolina  
My commission expires:



**EXHIBIT "A"****MYRTLE PARK PARCEL**

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

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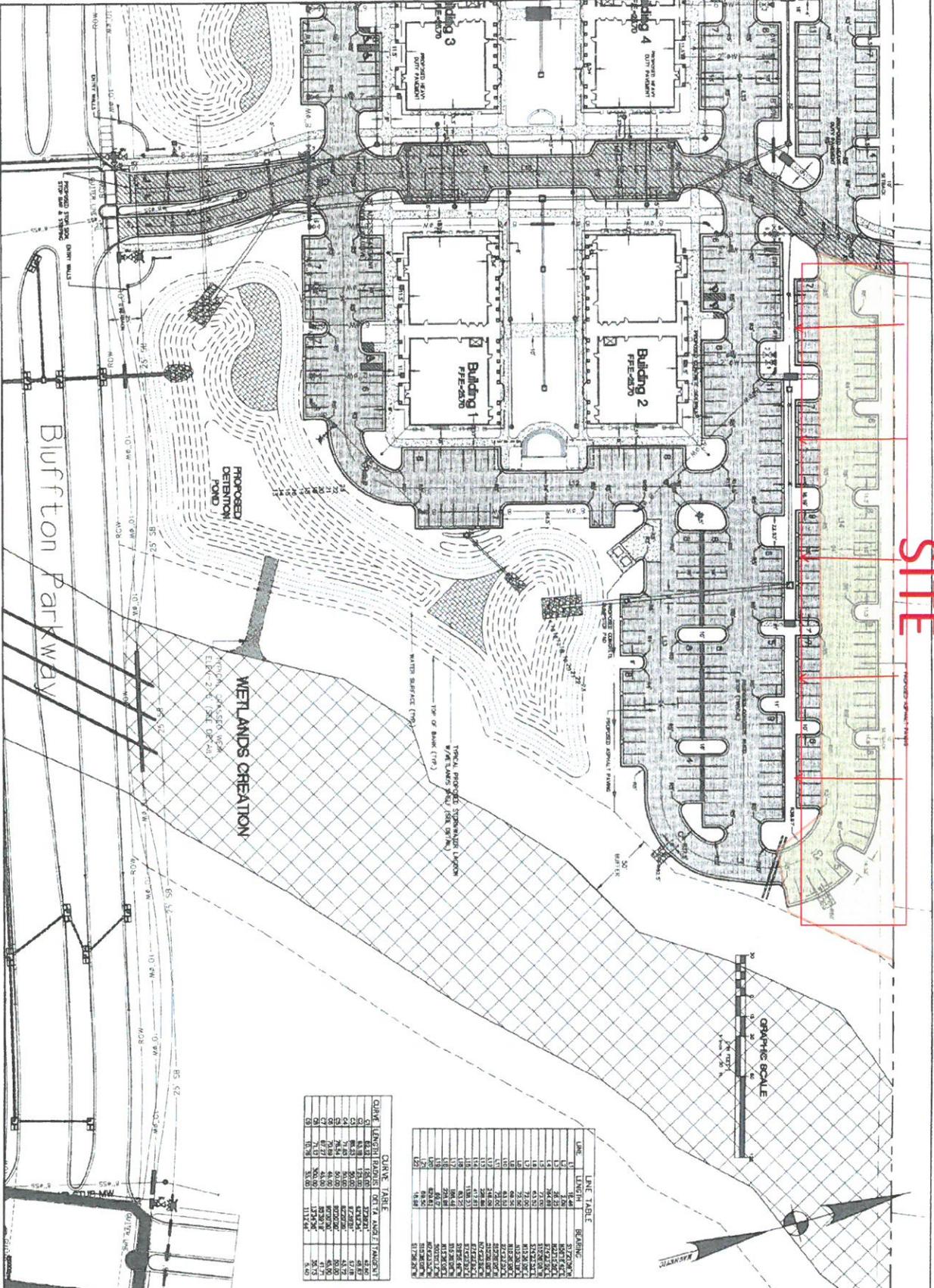
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Tax Id: R601 039 000 0525 0000 00



**SITE**

EXHIBIT C

CLIMATE TABLE

CLIMATE	TEMPERATURE	PRECIPITATION	WIND VELOCITY	RELATIVE HUMIDITY	WIND DIRECTION
C1	60.00	48.00	10.00	70.00	100.00
C2	65.00	52.00	11.00	75.00	110.00
C3	70.00	56.00	12.00	80.00	120.00
C4	75.00	60.00	13.00	85.00	130.00
C5	80.00	64.00	14.00	90.00	140.00
C6	85.00	68.00	15.00	95.00	150.00
C7	90.00	72.00	16.00	100.00	160.00
C8	95.00	76.00	17.00	105.00	170.00
C9	100.00	80.00	18.00	110.00	180.00

UNIT TABLE

UNIT	LENGTH	BEARING
U1	10.00	0.00
U2	20.00	45.00
U3	30.00	90.00
U4	40.00	135.00
U5	50.00	180.00
U6	60.00	225.00
U7	70.00	270.00
U8	80.00	315.00
U9	90.00	360.00
U10	100.00	0.00

SHEET # **6** of 23  
JOB: 213002

Horizontal Control Plan (East Side)  
DATE DRAWN: JUNE 2001  
LAST REVISION: NONE  
DRAWN BY: JAC  
CHECKED BY: JAC

1407-46 Commercial Drive  
Bluffton, South Carolina  
USA Hwy. 27B  
F08

**Andrews Engineering Co., Inc.**  
802 5th Street  
Port Royal, S.C. 29925  
(803) 822-6640 FAX (803) 822-3072  
Visit [www.andrewseng.com](http://www.andrewseng.com)

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EXERCISE NO. 000000  
EXPIRES 12/31/00

**SOUTH CAROLINA**  
REGISTERED PROFESSIONAL  
EXERCISE NO. 11800  
EXPIRES 12/31/00

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3	ADDED ACCESS EASEMENT	9/17/01	RC
4			
5			
6			
7			
8			

2020 / \_\_\_\_

**FY 2020-2021 BEAUFORT COUNTY BUDGET**

**To provide for the levy of tax for corporate Beaufort County for the fiscal year beginning July 1, 2020 and ending June 30, 2021, to make appropriations for said purposes, and to provide for budgetary control of the County's fiscal affairs.**

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 the attached "Exhibit A" and the below Sections 3, 4, 5, 6, 7 and 8 of this Ordinance. Further, that the County Council of Beaufort County hereby establishes the millage rates as detailed in Sections 2 and 3 of this Ordinance. However, the County Council of Beaufort County reserves the right to modify these millage rates as may be deemed necessary and appropriate.

**SECTION 2. MILLAGE**

The County Auditor is hereby authorized and directed to levy in Fiscal Year 2020-2021 a tax of 65.22 mills on the dollar of assessed value of property within the County, in accordance with the laws of South Carolina. 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 hereafter passed by the County Council of Beaufort County.

County Operations	50.0
Higher Education	2.3
Purchase of Real Property Program	4.8
Indigent Care BJHCHS	0.4
Indigent Care BMH	0.4
Economic Development	0.2
County Capital	0.6
County Debt Service	5.5

**SECTION 3. SPECIAL DISTRICT TAX LEVY**

The County Auditor is hereby authorized and directed to levy, and the County Treasurer is hereby authorized and directed to collect and distribute the mills so levied, as provided by law, for the operations of the following special tax districts:

	<u>Revenues</u>	<u>Expenditures</u>	<u>Millage Rate</u>
Bluffton Fire District Operations	\$15,964,382	\$15,973,426	24.1
Bluffton Fire District Debt Service	\$ 991,000	\$ 991,000	1.6
Burton Fire District Operations	\$ 5,194,996	\$ 5,296,558	70.3
Burton Fire District Debt Service	\$ 385,268	\$ 385,268	5.1
Daufuskie Island Fire District Operations	\$ 1,211,046	\$ 1,247,134	62.0
Daufuskie Island Debt Service	\$ 0	\$ 0	0.0

Lady’s Island/St. Helena Is. Fire District Operation	\$ 6,499,820	\$ 6,480,400	40.1
Lady’s Island/St. Helena Is. Fire District Debt Service	\$ 310,337	\$ 310,337	2.0
Sheldon Fire District Operations	\$ 1,499,683	\$ 1,499,683	38.8
Sheldon Fire District Debt Service	\$ 142,778	\$ 142,778	3.7

Note: Any difference between revenue and expenditures will constitute a use of fund balance.

SECTION 4. COUNTY OPERATIONS APPROPRIATION

An amount of \$44,683,094.00 is appropriated to the Beaufort County General Fund to fund County Administration Operations, Elected Officials, and State Appropriations as provided on the attached “Exhibit A”:

Management of Elected Officials and State Appropriations’ individual accounts shall be the responsibility of the duly elected official for each office. At no time shall the elected official exceed the budget appropriation identified above without first receiving an approved supplemental appropriation by County Council.

The detailed Fiscal Year 2021 Beaufort County Operations budget provided in the attached “Exhibit A” containing line-item accounts by department and/or agency is hereby adopted as part of this Ordinance.

SECTION 5. COUNTY OPERATIONS REVENUES

The appropriation for County Operations will be funded from the following revenue sources:

- A. \$ 99,872,000 to be derived from tax collections;
- A.1 \$ 6,345,968 Ad Valorem Tax Collections (separately stated millage)
- B. \$ 8,882,160 to be derived from charges for services;
- C. \$ 9,058,838 to be derived from intergovernmental revenue sources;
- D. \$ 3,244,160 to be derived from fees for licenses and permits;
- E. \$ 1,545,000 to be derived from inter-fund transfers;
- F. \$ 729,500 to be derived from fines and forfeitures' collections;
- G. \$ 180,000 to be derived from miscellaneous revenue sources;
- H. \$ 442,805 to be derived from interest on investments;

Additional operations of various County departments are funded by Special Revenue sources. The detail of line-item accounts for these funds as shown on “Exhibit A” is hereby adopted as part of this Ordinance.

SECTION 6. PURCHASE OF DEVELOPMENT RIGHTS AND REAL PROPERTY PROGRAM

The revenue generated by a 4.8 mill levy is appropriated for the County’s Purchase of Development Rights and Real Property Program.

## SECTION 7. COUNTY DEBT SERVICE APPROPRIATION

The revenue generated by a 5.5 mill levy is appropriated to defray the principal and interest payments on all County bonds and on the lease-purchase agreement authorized to cover other Capital expenditures.

## SECTION 8. BUDGETARY ACCOUNT BREAKOUT

The foregoing County Operations appropriations have been detailed by the County Council into line-item accounts for each department and is attached as "Exhibit A." The Fire Districts, as described in Section 3 of this Ordinance, line-item budgets are attached hereto as Exhibit B, and are also part and parcel of this Ordinance.

## SECTION 9. 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 Unreserved Fund Balance of that fund.

## SECTION 10. AUTHORIZATION TO TRANSFER FUNDS

In the following Section where reference is made to "County Administrator", it is explicit that this refers to those funds under the particular auspices of the County Administrator requiring his or her approval shown on the attached "Exhibit A" as "County Administration Operation."

Transfers of monies/budgets among operating accounts, capital accounts, funds, and programs must be authorized by the County Administrator or his designee, upon the written request of the Department Head. Any transfer in excess of \$50,000 for individual or cumulative expenditures during any current fiscal year is to be authorized by the County Council, or its designee.

Transfer of monies/budgets within operating accounts, capital accounts, funds, and programs must be authorized by the County Administrator or his designee, upon written request of the Department Head. The County Administrator, or his designee, may also transfer funds from any departmental account to their respective Contingency Accounts. All transfers among and within accounts in excess of \$50,000 for individual or cumulative expenditures during any current fiscal year are to be reported to County Council through the Finance Committee on a quarterly basis.

## SECTION 11. ALLOCATION OF FUNDS

The County Administrator is responsible for controlling the rate of expenditure of budgeted funds in order to assure that expenditures do not exceed funds on hand. To carry out this responsibility, the County Administrator is authorized to allocate budgeted funds.

## SECTION 12. MISCELLANEOUS RECEIPTS ABOVE-ANTICIPATED REVENUES

Revenues other than, and/or in excess of, those addressed in Sections 4, 5, 6 and 7 of this Ordinance, received by Beaufort County, and all other County agencies fiscally responsible to

Beaufort County, which are in excess of anticipated revenue as approved in the current budget, may be expended as directed by the revenue source, or for the express purposes for which the funds were generated without further approval of County Council. All such expenditures, in excess of \$10,000, shall be reported, in written form, to the County Council of Beaufort County on a quarterly basis. Such funds include sales of products, services, rents, contributions, donations, special events, insurance and similar recoveries.

SECTION 14. 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 15. AIRPORTS BUDGET (ENTERPRISE FUND)

The Hilton Head and Lady’s Island airports operate as an enterprise fund (appropriations from the Beaufort County General Fund being unnecessary for the operations of the Airports). Beaufort County Code of Ordinance Chapter 6 establishes the Beaufort County Airports Board (BCAB), a purpose of which includes advising County Council on financial matters including the establishment of an annual budget. The BCAB met on June 18, 2020 and reviewed the proposed annual budget as proposed by the Airports Director, and recommended the following to County Council. An amount of \$631,740.00 for the operations of the Lady's Island Airport and an amount of \$4,061,469.00 for the operations of the Hilton Head Island Airport, as shown on the attached Exhibit B “Hilton Head Airport” and “Lady’s Island Airport” is hereby approved.

SECTION 16. STORMWATER MANAGEMENT UTILITY BUDGET (ENTERPRISE FUND)

Beaufort County Code of Ordinance Chapter 99 establishes the Beaufort County Stormwater Management Utility and specifically Sec. 99-116 establishes the Beaufort County Stormwater Management Utility Board (SWMUB). The SWMUB purpose includes advising and recommending to County Council appropriate funding levels for the provision of stormwater management services. The SWMUB met on March 11, 2020, reviewed the proposed annual budget, and recommended approval of the 2020-21 operations budget attached hereto for Storm water Utility Management services and programs. An amount of \$7,126,994.00 for the operations of the Stormwater Management Utility services and programs as shown on the attached Exhibit C "Stormwater Management Utility Operations Budget for Fiscal Year 2020-21" is hereby approved.

SECTION 17. EFFECTIVE DATE

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

---

Sarah W. Brock, Clerk to Council

First Reading, By Title Only:

Second Reading:

Public Hearings:

Third and Final Reading:

Chronology

- Third and final reading approval occurred
- Public hearing two of two occurred
- Second reading approval occurred
- Public hearing one of two held
- Finance Committee discussion to occurred
- Finance Committee discussion occurred
- First reading, by title only, occurred
- Finance Committee discussion occurred
- Finance Committee discussion occurred
- Strategic Planning Session discussion occurred

**FISCAL YEAR 2021 BEAUFORT COUNTY PROPOSED BUDGET  
EXHIBIT A**

	Revised FY 2020 Appropriation	Proposed FY 2021 Changes	FY 2020 Proposed Appropriation
<b>I. <u>Elected Officials and State Appropriations</u></b>			
A Sheriff	\$ 33,378,832	\$ 1,519,583	\$ 31,859,249
B Magistrate	2,214,212	(26,395)	2,240,607
C Solicitor*	1,887,500	-	1,887,500
D Clerk of Court	1,275,322	(64,060)	1,339,382
E Treasurer	1,615,917	(113,507)	1,729,424
F Auditor	922,925	(89,324)	1,012,249
G Public Defender	899,809	(748,322)	1,648,131
H Probate Court	816,467	(47,758)	864,225
I County Council	834,377	(34,482)	868,859
J Coroner	619,019	(77,555)	696,574
K Master-in-Equity	329,369	(63,866)	393,235
L Social Services	87,349	10,682	76,667
M Legislative Delegation	65,760	(1,232)	66,992
<b>Total Elected Officials and State Appropriations</b>	<b>\$ 44,946,858</b>	<b>\$ 263,764</b>	<b>\$ 44,683,094</b>
 <b><u>County Administration Operations:</u></b>			
<b>II. A Public Works</b>			
Director of Public Services	\$ 141,962	(381,115)	\$ 523,077
Public Works General Support & Management	1,199,825	600,936	598,889
Facilities Management	3,635,571	749,097	2,886,474
Buildings Maintenance	1,276,352	(114,475)	1,390,827
Grounds Maintenance	1,069,904	120,493	949,411
Roads/ Drainage	1,572,887	266,786	1,306,101
Engineering	294,246	(10,019)	304,265
Solid Waste & Recycling	8,217,455	(722,618)	8,940,073
<b>B Administration</b>			
County Administrator	659,711	(33,631)	693,342
Communications & Accountability	586,190	306,453	279,737
Broadcast Services	330,801	(70,611)	401,412
County Attorney/ Legal	468,500	(54,976)	523,476
Finance Department	1,039,334	(229,354)	1,268,688
Risk Management	232,169	911	231,258
Purchasing	205,966	(5,604)	211,570
Business Licenses	79,600	(23,005)	102,605
Community Services	-	(311,025)	311,025
Information Technology	3,565,829	673,693	2,892,136
Mapping & Applications	1,262,081	(385,536)	1,647,617
Records Management	633,215	14,220	618,995
<b>C Emergency Medical Services</b>	7,485,074	(917,652)	8,402,726
<b>D Detention Center</b>	6,233,978	(1,177,625)	7,411,603
<b>E Community Services</b>			
Veterans Affairs	218,172	(15,422)	233,594
Public Welfare Subsidies (Together for Beaufort)	398,000	-	398,000
Disabilities & Special Needs	3,160,600	3,160,600	-
Alcohol & Drug Abuse	626,605	626,605	-
COSY	186,003	-	186,003
Daufuskie Ferry	180,000	-	180,000
<b>F Library</b>	4,275,196	(168,842)	4,444,038
<b>G Parks &amp; Leisure Services</b>	4,261,753	95,137	4,166,616
Hilton Head Recreation Association	275,000	140,000	135,000
<b>H Assessor</b>	2,464,743	(40,549)	2,505,292
<b>I Mosquito Control</b>	1,839,727	87,997	1,751,730
<b>J Building Codes &amp; Enforcement</b>			
Building Codes	1,026,656	(51,572)	1,078,228
Codes Enforcement	366,344	(14,034)	380,378
<b>K Public Health</b>			
Ronald McDonald House	81,000	-	81,000
<b>L Animal Services</b>	1,167,285	(76,940)	1,244,225
<b>M Employee Services</b>	860,108	(22,436)	882,544

**FISCAL YEAR 2021 BEAUFORT COUNTY PROPOSED BUDGET  
EXHIBIT A**

	Revised FY 2020 Appropriation	Proposed FY 2021 Changes	FY 2020 Proposed Appropriation
N Voter Registration	758,407	(202,774)	961,181
O Community Development	1,020,528	(223,743)	1,244,271
P General Government Subsidies			
Economic Development	495,000	-	495,000
LRTA/ Palmetto Breeze	348,857	(8,195)	357,052
Military Enhancement Committee	62,000	-	62,000
Beaufort Soil & Water Conservation District	25,000	-	25,000
LCOG - Per Capita	121,675	-	121,675
LCOG - HOME Consortium	56,000	-	56,000
LCOG - Metro Planning Org	21,542	(3,458)	25,000
Small Business Development	35,000	-	35,000
Q Traffic Engineering	605,116	28,465	576,651
R Register of Deeds	585,699	16,949	568,750
S Employer Provided Benefits	16,172,366	2,245,413	13,926,953
Total County Administration Operations	\$ 81,885,032	\$ 3,868,544	\$ 78,016,488
Higher Education Allocation			
The Technical College of the Lowcountry	\$ 2,318,016	-	\$ 2,318,016
University of South Carolina - Beaufort	2,318,016	-	2,318,016
III Total Higher Education Allocation	\$ 4,636,032	\$ -	\$ 4,636,032
Separately Identified Appropriations and Millage rates			
Economic Development	\$ 508,594	-	\$ 508,594
Beaufort Memorial Hospital (Indigent Car)	978,066	-	978,066
IV Beaufort Jasper Hampton Comprehensive Health Services (Indigent Care)	919,382	-	919,382
Total separately Identified Appropriations and Millage rates	\$ 2,406,042	\$ -	\$ 2,406,042
Grand Total of Expenditures	\$ 133,873,964	\$ 4,132,308	\$ 129,741,656
County Operations Revenues			
A Ad Valorem Tax Collections	\$ 99,175,894	(696,106)	\$ 99,872,000
A.1 Ad Valorem Tax Collections (separately stated millage)	7,042,074	696,106	6,345,968
V B Charges for Services	12,661,700	3,779,540	8,882,160
C Intergovernmental Revenues Sources	9,249,610	190,772	9,058,838
D Licenses and Permits	4,055,200	811,040	3,244,160
E Interfund Transfers	1,568,750	23,750	1,545,000
F Fines & Forfeitures' collections	676,500	(53,000)	729,500
G Interest on Investments	442,805	-	442,805
H Miscellaneous revenue sources	290,165	110,165	180,000
<b>Total County Operations Revenues</b>	\$ 135,162,698	\$ 4,862,267	\$ 130,300,431
Surplus/ (deficit) of Revenues less Expenditures	\$ 1,288,734	729,959	\$ 558,775
Capital one time requests	(1,288,734)	(729,959)	(558,775)
	\$ -	\$ -	\$ -

Beaufort County Proprietary Funds EXHIBIT C

Account	Description	ACTUAL	BUDGET	YEAR TO DATE	REQUESTED BUDGET	CA RECOMMENDED BUDGET
		FY 2019	FY 2020	FY 2020	FY 2021	FY 2021
<b>Group : [5025]</b>	<b>STORMWATER UTILITY</b>					
<b>Subgroup : [01]</b>	<b>REVENUES</b>					
<b>Fund : 5025</b>	<b>STORMWATER UTILITY</b>					
5025-90-0001-000-00000-44240	STORMWATER UTILITY FEE	(5,011,061.59)	(6,036,745.00)	(5,708,434.96)	(6,177,216.00)	(6,177,216.00)
5025-90-0001-000-00000-44430	PROJECT INCOME - MUNICIPALITY	(35,823.02)	(21,269.00)	(14,954.60)	-	-
5025-90-0001-000-00000-44436	CWI- CITY OF BEAUFORT	(54,386.58)	(83,959.00)	(56,197.62)	(94,052.00)	(94,052.00)
5025-90-0001-000-00000-44437	CWI- TOWN OF PORT ROYAL	(16,910.33)	(30,756.00)	(18,204.86)	(34,454.00)	(34,454.00)
5025-90-0001-000-00000-44438	CWI- TOWN OF BLUFFTON	(320,224.62)	(393,914.00)	(370,192.96)	(441,272.00)	(441,272.00)
5025-90-0001-000-00000-44439	CWI- TOWN OF HILTON HEAD	(201,384.79)	(228,816.00)	(220,126.48)	(256,325.00)	(256,325.00)
5025-90-0001-000-00000-46010	INTEREST ON INVESTMENTS	(272,185.12)	(125,000.00)	-	(112,500.00)	(112,500.00)
5025-90-0001-000-00000-47010	MISCELLANEOUS REVENUES	(13,496.00)	-	(7,500.00)	(11,175.00)	(11,175.00)
5025-90-0001-000-00000-47400	SALE OF COUNTY PROPERTY	(75,934.50)	-	(2,325.00)	-	-
<b>Subtotal Fund : 5025</b>	<b>Subgroup : [01] REVENUES</b>	<b>(6,001,406.55)</b>	<b>(6,920,459.00)</b>	<b>(6,397,936.48)</b>	<b>(7,126,994.00)</b>	<b>(7,126,994.00)</b>
<b>Fund : 5026</b>	<b>STORMWATER CAPITAL</b>					
5026-90-0001-000-00000-43780	FEDERAL GRANT FUNDS	(175,009.78)	-	-	-	-
5026-90-0001-000-00000-48910	CONT FROM PR YR FUND BAL	-	-	-	-	-
<b>Subtotal Fund : 5026</b>	<b>Subgroup : [01] REVENUES</b>	<b>(175,009.78)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Subtotal All Funds Presented</b>	<b>Subtotal [01] REVENUES</b>	<b>(6,176,416.33)</b>	<b>(6,920,459.00)</b>	<b>(6,397,936.48)</b>	<b>(7,126,994.00)</b>	<b>(7,126,994.00)</b>
<b>Subgroup : [11]</b>	<b>EXPENDITURES</b>					
<b>Fund : 5025</b>	<b>STORMWATER UTILITY</b>					
5025-90-0011-000-00000-50020	SALARIES AND WAGES	1,113,023.26	1,590,256.00	876,118.43	1,699,761.00	1,699,761.00
5025-90-0011-000-00000-50060	OVERTIME	61,209.28	125,388.00	41,981.84	100,000.00	100,000.00
5025-90-0011-000-00000-50100	EMPLOYER FICA	69,088.48	103,482.00	55,230.87	110,290.00	110,290.00
5025-90-0011-000-00000-50110	EMPLOYER MEDICARE	16,157.76	28,052.00	12,916.89	29,923.00	29,923.00
5025-90-0011-000-00000-50120	EMPLOYER SC RETIREMENT	162,419.85	186,555.00	136,511.52	198,864.00	198,864.00
5025-90-0011-000-00000-50130	EMPLOYER PO RETIREMENT	5,007.02	3,327.00	4,149.84	3,427.00	3,427.00
5025-90-0011-000-00000-50140	EMPLOYER GROUP INSURANCE	224,355.23	427,295.00	-	430,100.00	430,100.00
5025-90-0011-000-00000-50150	EMPLOYER WORK COMP INS	14,479.39	210,953.00	-	224,655.00	224,655.00
5025-90-0011-000-00000-50160	EMPLOYER TORT LIAB INS	8,990.28	16,784.00	8,950.00	17,402.00	17,402.00
5025-90-0011-000-00000-50170	EMPLOYER UNEMPLOYMENT INS	-	7,285.00	-	7,765.00	7,765.00
5025-90-0011-000-00000-50198	EMPLOYER PENSION EXP GASB 68	22,481.00	-	-	-	-
5025-90-0011-000-00000-51000	ADVERTISING	2,576.44	2,000.00	-	2,000.00	2,000.00
5025-90-0011-000-00000-51010	PRINTING	672.04	1,000.00	48.02	1,000.00	1,000.00
5025-90-0011-000-00000-51030	POSTAGE/OTHER CARRIERS	506.92	1,200.00	469.06	1,200.00	1,200.00
5025-90-0011-000-00000-51050	TELEPHONE	8,351.21	10,575.00	13,523.04	15,956.00	15,956.00
5025-90-0011-000-00000-51110	MAINTENANCE CONTRACTS	-	2,525.00	-	938.00	938.00
5025-90-0011-000-00000-51120	REPAIRS TO EQUIPMENT	1,706.42	3,500.00	6,473.82	4,000.00	4,000.00
5025-90-0011-000-00000-51140	EQUIPMENT RENTALS	9,520.57	26,000.00	2,971.67	26,000.00	26,000.00
5025-90-0011-000-00000-51160	PROFESSIONAL SERVICES	154,108.40	75,000.00	31,554.75	90,000.00	90,000.00
5025-90-0011-000-00000-51166	SOLID WASTE DISPOSAL	8,586.90	15,000.00	25,121.92	15,000.00	15,000.00
5025-90-0011-000-00000-51170	NON-PROFESSIONAL SERVICES	32,609.87	100,000.00	36,749.06	370,000.00	370,000.00

Beaufort County Proprietary Funds EXHIBIT C

Account	Description	ACTUAL	BUDGET	YEAR TO DATE	REQUESTED BUDGET	CA RECOMMENDED BUDGET
		FY 2019	FY 2020	FY 2020	FY 2021	FY 2021
5025-90-0011-000-00000-51230	TRANSPORTATION SERVICES	-	1,500.00	-	1,500.00	1,500.00
5025-90-0011-000-00000-51250	AERIAL PHOTOS	-	-	45,000.00	-	-
5025-90-0011-000-00000-51295	OTHER VEHICLE OPER COSTS	5,998.46	3,880.00	2,149.18	6,940.00	6,940.00
5025-90-0011-000-00000-51300	GARAGE REPAIRS & MAINT	163,682.35	200,751.00	84,904.78	200,752.00	200,752.00
5025-90-0011-000-00000-51301	INSURANCE REIMB (CR)	(49,802.49)	-	(2,844.70)	-	-
5025-90-0011-000-00000-51310	BOOKS,SUBS,MEMBERSHIPS	1,010.35	2,859.00	1,206.77	2,100.00	2,100.00
5025-90-0011-000-00000-51320	TRAINING AND CONFERENCES	10,765.69	25,822.00	5,592.26	18,285.00	18,285.00
5025-90-0011-000-00000-51500	VEHICLE INSURANCE	25,188.73	21,590.00	-	27,157.00	27,157.00
5025-90-0011-000-00000-51540	INSURANCE - OTHER	22,465.99	18,862.00	865.26	23,322.00	23,322.00
5025-90-0011-000-00000-51545	INSURANCE - PREPAID	(9,117.11)	-	34,797.19	-	-
5025-90-0011-000-00000-51990	UNCLASSIFIED OPERATING	-	10,400.00	-	2,000.00	2,000.00
5025-90-0011-000-00000-52010	SUPPLIES-OFFICE/PHOTO/ETC	2,888.54	3,200.00	1,930.51	3,200.00	3,200.00
5025-90-0011-000-00000-52020	DATA PROCESSING SUPPLIES	23.07	2,200.00	-	1,000.00	1,000.00
5025-90-0011-000-00000-52050	UNIFORMS	24,667.75	31,860.00	21,861.70	31,860.00	31,860.00
5025-90-0011-000-00000-52240	SMALL TOOLS, ETC.	8,939.20	6,500.00	3,629.96	6,500.00	6,500.00
5025-90-0011-000-00000-52340	SIGNS (EACH UNDER 500)	1,318.96	3,000.00	2,665.43	2,800.00	2,800.00
5025-90-0011-000-00000-52370	PIPE SUPPLIES	14,444.11	90,000.00	34,122.52	90,000.00	90,000.00
5025-90-0011-000-00000-52400	OTHER SUPPLIES	39,936.94	50,000.00	30,652.25	50,000.00	50,000.00
5025-90-0011-000-00000-52450	ROCK SUPPLIES	57,570.94	75,000.00	65,137.10	75,000.00	75,000.00
5025-90-0011-000-00000-52500	FUELS/LUBRICANTS	102,790.69	100,000.00	74,242.05	125,000.00	125,000.00
5025-90-0011-000-00000-52600	MINOR OFF FURN/EQP (NON-CAP)	14,543.00	11,572.00	16,580.66	15,000.00	15,000.00
5025-90-0011-000-00000-52610	TECHNOLOGY EQUIP (NON-CAP)	6,623.45	10,320.00	3,492.95	500.00	500.00
5025-90-0011-000-00000-52612	MINOR EQUIPMENT (NON-CAP)	-	-	-	-	-
5025-90-0011-000-00000-53110	INTEREST EXPENSE	188,193.08	188,268.00	188,193.08	188,268.00	188,268.00
5025-90-0011-000-00000-54000	VEHICLE PURCHASES	86,617.29	491,250.00	-	302,750.00	302,750.00
5025-90-0011-000-00000-54110	DATA PROCESSING EQUIPMENT	-	-	-	10,519.00	10,519.00
5025-90-0011-000-00000-54140	COMMUNICATIONS EQUIPMENT	-	-	-	-	-
5025-90-0011-000-00000-54200	SPECIALIZED CAPITAL EQUIP	515,162.51	134,190.00	10,352.25	-	-
5025-90-0011-000-00000-54400	LAND ACQUISITION	46,821.29	50,000.00	15,154.98	50,000.00	50,000.00
5025-90-0011-000-00000-58500	DEPRECIATION EXPENSE	362,832.93	440,106.00	-	523,419.00	523,419.00
5025-90-0011-000-00000-59526	INTRA XFER TO SW CAPITAL FUND	-	-	-	-	-
5025-90-0012-000-00000-50020	SALARIES AND WAGES	233,411.86	282,715.00	147,974.24	276,779.00	276,779.00
5025-90-0012-000-00000-50060	OVERTIME	2,936.01	5,000.00	1,607.93	5,000.00	5,000.00
5025-90-0012-000-00000-50100	EMPLOYER FICA	13,539.85	16,963.00	9,137.96	16,916.00	16,916.00
5025-90-0012-000-00000-50110	EMPLOYER MEDICARE	3,166.63	4,665.00	2,137.01	4,652.00	4,652.00
5025-90-0012-000-00000-50120	EMPLOYER SC RETIREMENT	32,133.84	30,675.00	22,963.72	30,589.00	30,589.00
5025-90-0012-000-00000-50140	EMPLOYER GROUP INSURANCE	39,791.53	36,596.00	-	35,530.00	35,530.00
5025-90-0012-000-00000-50150	EMPLOYER WORK COMP INS	2,640.59	2,855.00	-	4,370.00	4,370.00
5025-90-0012-000-00000-50160	EMPLOYER TORT LIAB INS	519.01	602.00	480.00	602.00	602.00
5025-90-0012-000-00000-50170	EMPLOYER UNEMPLOYMENT INS	-	1,202.00	-	1,198.00	1,198.00
5025-90-0012-000-00000-51000	ADVERTISING	325.00	250.00	-	250.00	250.00
5025-90-0012-000-00000-51010	PRINTING	94.34	3,750.00	47.08	750.00	750.00
5025-90-0012-000-00000-51030	POSTAGE/OTHER CARRIERS	-	50.00	-	50.00	50.00
5025-90-0012-000-00000-51050	TELEPHONE	2,169.50	1,580.00	1,162.49	1,480.00	1,480.00

Beaufort County Proprietary Funds EXHIBIT C

Account	Description	ACTUAL	BUDGET	YEAR TO DATE	REQUESTED BUDGET	CA RECOMMENDED BUDGET
		FY 2019	FY 2020	FY 2020	FY 2021	FY 2021
5025-90-0012-000-00000-51110	MAINTENANCE CONTRACTS	-	313.00	-	469.00	469.00
5025-90-0012-000-00000-51120	REPAIRS TO EQUIPMENT	-	400.00	-	200.00	200.00
5025-90-0012-000-00000-51140	EQUIPMENT RENTALS	1,747.54	960.00	961.05	960.00	960.00
5025-90-0012-000-00000-51160	PROFESSIONAL SERVICES	-	5,000.00	47,074.40	155,000.00	155,000.00
5025-90-0012-000-00000-51250	AERIAL PHOTOS	-	12,500.00	-	12,500.00	12,500.00
5025-90-0012-000-00000-51295	OTHER VEHICLE OPER COSTS	32.00	100.00	-	100.00	100.00
5025-90-0012-000-00000-51300	GARAGE REPAIRS & MAINT	722.20	2,500.00	279.44	2,500.00	2,500.00
5025-90-0012-000-00000-51310	BOOKS,SUBS,MEMBERSHIPS	2,718.35	3,941.00	999.99	2,411.00	2,411.00
5025-90-0012-000-00000-51320	TRAINING AND CONFERENCES	10,287.27	21,301.00	2,533.24	11,750.00	11,750.00
5025-90-0012-000-00000-51500	VEHICLE INSURANCE	1,358.85	1,600.00	-	1,600.00	1,600.00
5025-90-0012-000-00000-51545	INSURANCE - PREPAID	(95.75)	-	1,019.14	-	-
5025-90-0012-000-00000-52010	SUPPLIES-OFFICE/PHOTO/ETC	865.12	1,000.00	450.85	1,000.00	1,000.00
5025-90-0012-000-00000-52020	DATA PROCESSING SUPPLIES	-	500.00	26.69	500.00	500.00
5025-90-0012-000-00000-52050	UNIFORMS	665.12	875.00	327.60	1,395.00	1,395.00
5025-90-0012-000-00000-52400	OTHER SUPPLIES	48.23	200.00	57.73	200.00	200.00
5025-90-0012-000-00000-52500	FUELS/LUBRICANTS	557.88	1,000.00	59.35	1,000.00	1,000.00
5025-90-0012-000-00000-52600	MINOR OFF FURN/EQP (NON-CAP)	100.69	300.00	306.23	500.00	500.00
5025-90-0012-000-00000-52610	TECHNOLOGY EQUIP (NON-CAP)	2,340.73	1,000.00	-	1,400.00	1,400.00
5025-90-0012-000-00000-54XXX	CAPITAL ASSET CLEARING ACCOUNT	(612,580.84)	-	-	-	-
5025-90-0012-000-00000-58500	DEPRECIATION EXPENSE	3,898.72	3,899.00	-	3,899.00	3,899.00
5025-90-0013-000-00000-50020	SALARIES AND WAGES	254,187.11	378,026.00	182,741.37	349,137.00	349,137.00
5025-90-0013-000-00000-50060	OVERTIME	727.54	4,000.00	-	4,000.00	4,000.00
5025-90-0013-000-00000-50100	EMPLOYER FICA	15,310.85	22,929.00	11,144.51	21,195.00	21,195.00
5025-90-0013-000-00000-50110	EMPLOYER MEDICARE	3,580.75	6,305.00	2,606.38	5,829.00	5,829.00
5025-90-0013-000-00000-50120	EMPLOYER SC RETIREMENT	36,516.35	39,746.00	28,434.55	38,328.00	38,328.00
5025-90-0013-000-00000-50140	EMPLOYER GROUP INSURANCE	40,019.35	65,450.00	-	56,100.00	56,100.00
5025-90-0013-000-00000-50150	EMPLOYER WORK COMP INS	2,977.15	36,820.00	-	35,049.00	35,049.00
5025-90-0013-000-00000-50160	EMPLOYER TORT LIAB INS	1,287.37	1,919.00	1,203.00	1,596.00	1,596.00
5025-90-0013-000-00000-50170	EMPLOYER UNEMPLOYMENT INS	-	1,557.00	-	1,501.00	1,501.00
5025-90-0013-000-00000-51000	ADVERTISING	-	250.00	-	250.00	250.00
5025-90-0013-000-00000-51010	PRINTING	-	150.00	-	150.00	150.00
5025-90-0013-000-00000-51030	POSTAGE/OTHER CARRIERS	21.70	400.00	8.75	400.00	400.00
5025-90-0013-000-00000-51050	TELEPHONE	7,038.60	7,532.00	3,154.24	8,231.00	8,231.00
5025-90-0013-000-00000-51110	MAINTENANCE CONTRACTS	-	26,781.00	1,130.40	30,293.00	30,293.00
5025-90-0013-000-00000-51120	REPAIRS TO EQUIPMENT	1,523.96	2,000.00	-	2,000.00	2,000.00
5025-90-0013-000-00000-51140	EQUIPMENT RENTALS	1,095.76	1,100.00	644.21	1,100.00	1,100.00
5025-90-0013-000-00000-51160	PROFESSIONAL SERVICES	335,492.20	382,050.00	209,963.56	455,000.00	455,000.00
5025-90-0013-000-00000-51170	NON-PROFESSIONAL SERVICES	300.00	10,000.00	150.00	2,000.00	2,000.00
5025-90-0013-000-00000-51295	OTHER VEHICLE OPER COSTS	204.59	500.00	96.70	500.00	500.00
5025-90-0013-000-00000-51300	GARAGE REPAIRS & MAINT	3,860.86	3,250.00	1,240.64	3,950.00	3,950.00
5025-90-0013-000-00000-51301	INSURANCE REIMBURSEMENT (CR)	-	-	(250.00)	-	-
5025-90-0013-000-00000-51310	BOOKS,SUBS,MEMBERSHIPS	700.00	1,650.00	794.00	875.00	875.00
5025-90-0013-000-00000-51320	TRAINING AND CONFERENCES	10,329.09	29,475.00	9,613.52	14,600.00	14,600.00
5025-90-0013-000-00000-51500	VEHICLE INSURANCE	4,471.02	4,089.00	-	3,449.00	3,449.00

Beaufort County Proprietary Funds EXHIBIT C

Account	Description	ACTUAL	BUDGET	YEAR TO DATE	REQUESTED BUDGET	CA RECOMMENDED BUDGET
		FY 2019	FY 2020	FY 2020	FY 2021	FY 2021
5025-90-0013-000-00000-51540	INSURANCE - OTHER	407.65	714.00	-	977.00	977.00
5025-90-0013-000-00000-51545	INSURANCE - PREPAID	(801.14)	-	3,582.24	-	-
5025-90-0013-000-00000-52010	SUPPLIES-OFFICE/PHOTO/ETC	507.37	1,500.00	151.68	1,500.00	1,500.00
5025-90-0013-000-00000-52020	DATA PROCESSING SUPPLIES	233.38	200.00	-	1,200.00	1,200.00
5025-90-0013-000-00000-52050	UNIFORMS	2,782.76	2,400.00	1,066.88	2,325.00	2,325.00
5025-90-0013-000-00000-52240	SMALL TOOLS, ETC.	131.48	500.00	155.09	700.00	700.00
5025-90-0013-000-00000-52340	SIGNS (EACH UNDER 500)	1,096.43	200.00	75.00	2,600.00	2,600.00
5025-90-0013-000-00000-52400	OTHER SUPPLIES	360.08	1,500.00	65.17	2,200.00	2,200.00
5025-90-0013-000-00000-52500	FUELS/LUBRICANTS	9,002.36	7,250.00	5,124.35	10,000.00	10,000.00
5025-90-0013-000-00000-52600	MINOR OFF FURN/EQP (NON-CAP)	8,708.52	500.00	-	500.00	500.00
5025-90-0013-000-00000-52610	TECHNOLOGY EQUIP (NON-CAP)	-	3,100.00	-	1,900.00	1,900.00
5025-90-0013-000-00000-54000	VEHICLE PURCHASES	30,739.00	32,500.00	-	-	-
5025-90-0013-000-00000-54110	DATA PROCESSING EQUIPMENT	-	31,000.00	-	10,519.00	10,519.00
5025-90-0013-000-00000-54200	SPECIALIZED CAPITAL EQUIP	-	20,000.00	-	-	-
5025-90-0013-000-00000-58500	DEPRECIATION EXPENSE	28,435.86	30,998.00	-	28,354.00	28,354.00
<b>Subtotal Fund : 5025</b>	<b>Subgroup : [11] EXPENDITURES</b>	<b>4,104,058.31</b>	<b>6,511,940.00</b>	<b>2,594,959.29</b>	<b>6,780,011.00</b>	<b>6,780,011.00</b>
<b>Fund : 5026</b>	<b>STORMWATER CAPITAL</b>					
5026-90-0011-000-00000-51160	PROFESSIONAL SERVICES	-	-	-	342,000.00	342,000.00
5026-90-0011-S10-00000-51160	PROFESSIONAL SERVICES	58,087.11	248,496.00	36,098.06	248,496.00	248,496.00
5026-90-0011-S11-00000-51160	PROFESSIONAL SERVICES	63,254.56	341,820.00	68,737.22	341,820.00	341,820.00
5026-90-0011-S13-00000-51160	PROFESSIONAL SERVICES	3,800.00	-	-	-	-
5026-90-0011-S14-00000-51160	PROFESSIONAL SERVICES	34,673.24	-	28,936.75	840,000.00	840,000.00
5026-90-0011-S14-00000-51170	NON-PROFESSIONAL SERVICES	-	-	-	-	-
5026-90-0011-S15-00000-51160	PROFESSIONAL SERVICES	5,000.00	317,322.00	15,404.00	205,000.00	205,000.00
5026-90-0011-S16-00000-51160	PROFESSIONAL SERVICES	-	-	-	500,000.00	500,000.00
5026-90-0011-S17-00000-51160	PROFESSIONAL SERVICES	-	-	-	43,052.00	43,052.00
5026-90-0011-SW1-00000-51160	PROFESSIONAL SERVICES	-	205,000.00	-	-	-
5026-90-0011-SW4-00000-51160	PROFESSIONAL SERVICES	113,021.94	-	-	-	-
5026-90-0011-SW7-00000-51160	PROFESSIONAL SERVICES	55,121.30	462,000.00	6,820.09	600,000.00	600,000.00
5026-90-0011-SW7-00000-51170	NON-PROFESSIONAL SERVICES	-	-	2,600.00	-	-
5026-90-0011-SW8-00000-51160	PROFESSIONAL SERVICES	5,469.60	-	-	327.00	327.00
5026-90-0011-SW9-00000-51160	PROFESSIONAL SERVICES	-	-	-	20,550.00	20,550.00
5026-90-0012-000-00000-51160	PROFESSIONAL SERVICES	-	342,000.00	-	-	-
<b>Subtotal Fund : 5026</b>	<b>Subgroup : [11] EXPENDITURES</b>	<b>338,427.75</b>	<b>1,916,638.00</b>	<b>158,596.12</b>	<b>3,141,245.00</b>	<b>3,141,245.00</b>
<b>Subtotal All Funds Presented</b>	<b>Subtotal [11] EXPENDITURES</b>	<b>4,442,486.06</b>	<b>8,428,578.00</b>	<b>2,753,555.41</b>	<b>9,921,256.00</b>	<b>9,921,256.00</b>
<b>All Funds Presented</b>	<b>Group Total [5025] STORMWATER UTILITY</b>	<b>(1,733,930.27)</b>	<b>1,508,119.00</b>	<b>(3,644,381.07)</b>	<b>2,794,262.00</b>	<b>2,794,262.00</b>

Beaufort County Proprietary Funds EXHIBIT B

Account	Description	ACTUAL	BUDGET	YEAR TO DATE	REQUESTED BUDGET	CA RECOMMENDED BUDGET
		FY 2019	FY 2020	FY 2020	FY 2021	FY 2021
<b>Group : [5100]</b>	<b>LADY'S ISLAND AIRPORT</b>					
<b>Subgroup : [01]</b>	<b>REVENUES</b>					
<b>Fund : 5100</b>	<b>LADY'S ISLAND AIRPORT</b>					
5100-90-0001-000-00000-44785	PROCESSING FEE	(40.00)	-	(40.00)	-	-
5100-90-0001-000-00000-44800	FUEL SALES TO OTHERS	(15,660.37)	(45,000.00)	(36,526.90)	(45,000.00)	(45,000.00)
5100-90-0001-000-00000-44801	FUEL AVGAS	(168,952.67)	(156,000.00)	(94,023.62)	(156,000.00)	(135,000.00)
5100-90-0001-000-00000-44802	FUEL JET	(226,703.89)	(248,500.00)	(104,923.40)	(248,500.00)	(235,000.00)
5100-90-0001-000-00000-44803	FUEL JET - NON-TAXABLE	-	(1,000.00)	(3,250.80)	(1,000.00)	(1,000.00)
5100-90-0001-000-00000-44810	OIL SALES TO OTHERS	(2,280.38)	(2,500.00)	(1,038.27)	(2,500.00)	(2,500.00)
5100-90-0001-000-00000-44840	RAMP FEES	(5,938.00)	(7,100.00)	(4,204.00)	(8,500.00)	(8,500.00)
5100-90-0001-000-00000-44870	TIE DOWN FEES	(6,525.00)	(8,100.00)	(5,760.00)	(8,100.00)	(8,100.00)
5100-90-0001-000-00000-44881	MERCHANDISE SALES	(3,041.66)	(3,000.00)	(1,839.34)	(3,000.00)	(3,000.00)
5100-90-0001-000-00000-45610	LATE FEES	(57.19)	-	-	-	-
5100-90-0001-000-00000-45620	RETURNED CHECK FEES	(13.85)	-	-	-	-
	CARES GRANT REVENUE	-	-	-	-	(30,000.00)
5100-90-0001-000-00000-47012	MISC REVENUE - NONTAXABLE	(50.00)	-	-	-	-
5100-90-0001-000-00000-47100	FLIGHT TRAINING COMMISSIONS	(2,187.18)	(3,000.00)	(1,709.36)	(3,000.00)	(3,000.00)
5100-90-0001-000-00000-47132	RENTAL CARS - COMMISSION	(849.24)	(800.00)	(93.78)	(800.00)	(800.00)
5100-90-0001-000-00000-47200	RENTAL COUNTY PROP - LIAP	(35,000.00)	(28,000.00)	(21,210.00)	(28,840.00)	(28,840.00)
5100-90-0001-000-00000-47210	HANGAR RENTALS	(131,864.00)	(131,000.00)	(83,830.05)	(131,000.00)	(131,000.00)
5100-90-0001-000-00000-47220	RENTAL OFFICE	(12,489.82)	(2,000.00)	(11,918.85)	-	-
<b>Subtotal Fund : 5100</b>	<b>Subgroup : [01] REVENUES</b>	<b>(611,653.25)</b>	<b>(636,000.00)</b>	<b>(370,368.37)</b>	<b>(636,240.00)</b>	<b>(631,740.00)</b>
<b>Fund : 5102</b>	<b>LADY'S ISLAND AIRPORT CAPITAL</b>					
5102-90-0001-000-00000-43730	FAA GRANT REVENUES	(286,353.00)	(958,768.00)	(612,031.00)	-	-
5102-90-0001-000-00000-43740	SCAC GRANT REVENUES	(21,290.41)	(53,265.00)	-	-	-
<b>Subtotal Fund : 5102</b>	<b>Subgroup : [01] REVENUES</b>	<b>(307,643.41)</b>	<b>(1,012,033.00)</b>	<b>(612,031.00)</b>	<b>-</b>	<b>-</b>
<b>Subtotal All Funds Presented</b>	<b>Subtotal [01] REVENUES</b>	<b>(919,296.66)</b>	<b>(1,648,033.00)</b>	<b>(982,399.37)</b>	<b>(636,240.00)</b>	<b>(631,740.00)</b>
<b>Subgroup : [11]</b>	<b>EXPENDITURES</b>					
<b>Fund : 5100</b>	<b>LADY'S ISLAND AIRPORT</b>					
5100-90-0011-000-00000-50020	SALARIES AND WAGES	115,951.18	112,000.00	85,308.26	117,600.00	172,100.00
5100-90-0011-000-00000-50060	OVERTIME	12.99	-	-	-	-
5100-90-0011-000-00000-50100	EMPLOYER FICA	7,190.45	6,944.00	5,232.33	7,300.00	10,679.00
5100-90-0011-000-00000-50110	EMPLOYER MEDICARE	1,681.73	1,624.00	1,223.60	1,710.00	2,500.00
5100-90-0011-000-00000-50120	EMPLOYER SC RETIREMENT	16,771.52	17,427.00	12,807.12	18,300.00	22,631.00
5100-90-0011-000-00000-50140	EMPLOYER GROUP INSURANCE	6,317.45	6,500.00	-	6,825.00	6,825.00
5100-90-0011-000-00000-50150	EMPLOYER WORK COMP INS	13,323.91	4,805.00	-	5,100.00	5,100.00
5100-90-0011-000-00000-50160	EMPLOYER TORT LIAB INS	718.91	700.00	763.00	800.00	800.00
5100-90-0011-000-00000-50170	EMPLOYER UNEMPLOYMENT INS	-	-	-	-	-
5100-90-0011-000-00000-50198	EMPLOYER PENSION EXP GASB 68	(4,084.00)	-	-	-	-
5100-90-0011-000-00000-51000	ADVERTISING	80.00	-	82.00	-	-
5100-90-0011-000-00000-51030	POSTAGE/OTHER CARRIERS	169.65	480.00	270.95	480.00	480.00

Beaufort County Proprietary Funds EXHIBIT B

Account	Description	ACTUAL	BUDGET	YEAR TO DATE	REQUESTED BUDGET	CA RECOMMENDED BUDGET
		FY 2019	FY 2020	FY 2020	FY 2021	FY 2021
5100-90-0011-000-00000-51040	LICENSES/PERMITS	4,575.00	4,500.00	3,900.00	4,500.00	4,500.00
5100-90-0011-000-00000-51050	TELEPHONE	2,789.91	2,500.00	2,219.15	2,500.00	2,500.00
5100-90-0011-000-00000-51060	ELECTRICITY/NAT'L GAS	15,546.29	15,000.00	11,490.08	15,000.00	15,000.00
5100-90-0011-000-00000-51070	WATER/SEWER/GARBAGE	212.13	500.00	72.12	500.00	500.00
5100-90-0011-000-00000-51110	MAINTENANCE CONTRACTS	36,903.75	20,000.00	4,865.32	20,000.00	20,000.00
5100-90-0011-000-00000-51120	REPAIRS TO EQUIPMENT	113.56	500.00	155.97	500.00	500.00
5100-90-0011-000-00000-51140	EQUIPMENT RENTALS	19,537.92	19,260.00	14,714.22	20,000.00	20,000.00
5100-90-0011-000-00000-51160	PROFESSIONAL SERVICES	2,097.26	-	4,400.00	-	-
5100-90-0011-000-00000-51210	CLEANING SERVICES	4,692.00	4,660.00	3,519.00	5,000.00	5,000.00
5100-90-0011-000-00000-51300	GARAGE REPAIRS & MAINT	419.25	600.00	1,123.23	600.00	600.00
5100-90-0011-000-00000-51301	INSURANCE REIMB (CR)	(1,622.85)	-	-	-	-
5100-90-0011-000-00000-51310	BOOKS,SUBS,MEMBERSHIPS	2,335.94	2,000.00	1,653.21	2,000.00	2,000.00
5100-90-0011-000-00000-51320	TRAINING AND CONFERENCES	1,319.65	1,000.00	135.14	1,000.00	1,000.00
5100-90-0011-000-00000-51510	BLDG/CONTENTS INSURANCE	10,138.44	10,000.00	1,598.10	10,000.00	10,000.00
5100-90-0011-000-00000-51540	INSURANCE - OTHER	9,009.71	9,000.00	9,065.00	9,000.00	9,000.00
5100-90-0011-000-00000-51545	INSURANCE - PREPAID	1,966.88	-	6,423.97	-	-
5100-90-0011-000-00000-51990	UNCLASSIFIED OPER (SWU FEES)	28,929.29	30,000.00	-	30,000.00	30,000.00
5100-90-0011-000-00000-51999	CREDIT CARD FEES	13,556.15	6,000.00	7,589.73	6,000.00	6,000.00
5100-90-0011-000-00000-52010	SUPPLIES-OFFICE/PHOTO/ETC	209.89	710.00	413.59	710.00	710.00
5100-90-0011-000-00000-52020	DATA PROCESSING SUPPLIES	208.17	-	-	-	-
5100-90-0011-000-00000-52030	CLEAN'G/SANI SUPPLIES	40.86	-	-	-	-
5100-90-0011-000-00000-52050	UNIFORMS	2,044.12	1,456.00	1,262.45	1,500.00	1,500.00
5100-90-0011-000-00000-52240	SMALL TOOLS, ETC.	201.69	-	-	-	-
5100-90-0011-000-00000-52330	FACILITY MAINT SUPPLIES	828.45	5,083.00	2,019.80	5,000.00	5,000.00
5100-90-0011-000-00000-52410	GROUND MAINT SUPPLIES	1,547.55	1,946.00	884.48	2,500.00	2,500.00
5100-90-0011-000-00000-52500	FUELS/LUBRICANTS	1,982.62	1,505.00	1,244.09	1,500.00	1,500.00
5100-90-0011-000-00000-52700	HANGAR MAINTENANCE	4,977.24	4,300.00	799.50	2,000.00	2,000.00
5100-90-0011-000-00000-58000	PURCHASES-FUELS/LUBES	259,155.54	323,000.00	183,451.44	300,000.00	240,000.00
5100-90-0011-000-00000-58030	PURCHASES-CONCESSIONS	1,783.22	3,000.00	1,709.00	3,000.00	3,000.00
5100-90-0011-000-00000-58500	DEPRECIATION EXPENSE	54,005.63	55,000.00	40,504.22	55,000.00	55,000.00
<b>Subtotal Fund : 5100</b>	<b>Subgroup : [11] EXPENDITURES</b>	<b>637,639.05</b>	<b>672,000.00</b>	<b>410,900.07</b>	<b>655,925.00</b>	<b>658,925.00</b>
<b>Fund : 5102</b>	<b>LADY'S ISLAND AIRPORT CAPITAL</b>					
5102-90-0011-000-00000-54113	TREE REMOVAL	(6,176.00)	-	-	-	-
5102-90-0011-000-00000-54131	RWY 07 TREE - CONSTRUCTION	77,816.11	-	1,006.25	-	-
5102-90-0011-000-00000-54132	TAXIWAY EXT, APR EXP, HELIPAD	80,506.84	-	6,696.76	-	-
5102-90-0011-000-00000-54140	GRNT14 RWY 7/25 LTNG/REHAB TAX	159,847.44	-	672,331.63	-	-
5102-90-0011-000-00000-54980	CAPITAL PROJECTS-POTENTIALGRNT	455,022.82	1,065,298.00	-	-	-
<b>Subtotal Fund : 5102</b>	<b>Subgroup : [11] EXPENDITURES</b>	<b>767,017.21</b>	<b>1,065,298.00</b>	<b>680,034.64</b>	<b>-</b>	<b>-</b>
<b>Subtotal All Funds Presented</b>	<b>Subtotal [11] EXPENDITURES</b>	<b>1,404,656.26</b>	<b>1,737,298.00</b>	<b>1,090,934.71</b>	<b>655,925.00</b>	<b>658,925.00</b>
<b>All Funds Presented</b>	<b>Group Total [5100] LADY'S ISLAND AIRPORT</b>	<b>485,359.60</b>	<b>89,265.00</b>	<b>108,535.34</b>	<b>19,685.00</b>	<b>27,185.00</b>

Beaufort County Proprietary Funds EXHIBIT B

Account	Description	ACTUAL	BUDGET	YEAR TO DATE	REQUESTED BUDGET	CA RECOMMENDED BUDGET
		FY 2019	FY 2020	FY 2020	FY 2021	FY 2021
<b>Group : [5400]</b>	<b>HILTON HEAD ISLAND AIRPORT</b>					
<b>Subgroup : [01]</b>	<b>REVENUES</b>					
<b>Fund : 5400</b>	<b>HILTON HEAD ISLAND AIRPORT</b>					
5400-90-0001-000-00000-43680	TOWN OF HHI REVENUES (ATAX)	-	-	(176,701.11)	(135,000.00)	(135,000.00)
5400-90-0001-000-00000-43780	TSA REIMBURSEMENTS	(47,260.00)	(64,820.00)	(23,710.00)	(64,820.00)	(64,820.00)
5400-90-0001-000-00000-44840	LANDING FEES	(138,028.94)	(210,000.00)	(155,253.00)	(300,000.00)	(180,000.00)
5400-90-0001-000-00000-44850	PARKING FEES	(37,431.74)	(87,500.00)	(214,049.55)	(175,000.00)	(75,000.00)
5400-90-0001-000-00000-44860	TAXI/LIMO FEES	(3,800.00)	(37,500.00)	(5,000.00)	(5,000.00)	(5,000.00)
5400-90-0001-000-00000-44845	PASSENGER FACILITIES CHARGES	-	-	-	-	(300,000.00)
5400-90-0001-000-00000-44890	FIREFIGHTING FEES-OTHERS	(346,995.18)	(400,000.00)	(307,953.75)	(625,000.00)	(265,000.00)
5400-90-0001-000-00000-44895	SECURITY FEES (AIRLINES)	(36,158.76)	(285,000.00)	(174,917.73)	(350,000.00)	(150,000.00)
5400-90-0001-000-00000-44896	SECURITY REVENUE (BADGES)	(4,340.00)	(4,500.00)	(6,000.00)	(4,500.00)	(4,500.00)
5400-90-0001-000-00000-46010	INTEREST ON INVESTMENTS	-	-	-	-	-
5400-90-0001-000-00000-47010	MISCELLANEOUS REVENUES	(74,155.30)	(45,000.00)	(90,762.15)	(45,000.00)	(45,000.00)
5400-90-0001-000-00000-47100	FBO - GROUND LEASE	(65,247.72)	(68,000.00)	(49,479.53)	(71,400.00)	(71,400.00)
5400-90-0001-000-00000-47105	FBO - CONCESSIONS	(4,708.81)	(5,000.00)	(4,218.82)	(5,000.00)	(2,000.00)
5400-90-0001-000-00000-47110	FBO - FUEL FLOW	(365,610.81)	(300,000.00)	(237,414.84)	(300,000.00)	(225,000.00)
5400-90-0001-000-00000-47120	RENT -AIRLINE /COMMON	(77,397.60)	(400,000.00)	(330,947.63)	(775,000.00)	(285,000.00)
5400-90-0001-000-00000-47121	RENT -AIRLINE / ASSIGNED SPACE	(45,420.36)	(175,000.00)	(140,879.99)	(185,000.00)	(185,000.00)
5400-90-0001-000-00000-47130	RENTAL CARS - COUNTER	(18,751.40)	(22,000.00)	(14,069.70)	(22,000.00)	(22,000.00)
5400-90-0001-000-00000-47131	RENTAL CARS -READY SPACES	(26,981.38)	(32,000.00)	(19,440.00)	(32,000.00)	(32,000.00)
5400-90-0001-000-00000-47132	RENTAL CARS - COMMISSION	(519,265.07)	(800,000.00)	(462,658.59)	(800,000.00)	(500,000.00)
5400-90-0001-000-00000-47140	RENT -SNACK BAR/GIFT SHOP	(4,754.61)	(12,000.00)	(8,491.35)	(12,000.00)	(12,000.00)
5400-90-0001-000-00000-47150	RENT -ADVERTISING SPACE	(9,845.82)	(50,000.00)	(20,876.77)	(50,000.00)	(50,000.00)
5400-90-0001-000-00000-47190	OPERATING AGREEMENTS (3%)	(11,874.82)	(30,000.00)	(11,054.21)	(30,000.00)	(20,000.00)
5400-90-0001-000-00000-47210	RENTAL TSA	(18,320.04)	(18,000.00)	(13,740.03)	(18,000.00)	(18,000.00)
5400-90-0001-000-00000-47220	HANGAR RENTAL	(104,293.65)	(116,000.00)	(91,918.07)	(116,000.00)	(116,000.00)
5400-90-0001-000-00000-47225	RENTAL CO PROPERTY - AIRPORT	350.00	-	-	-	-
5400-90-0001-000-00000-47230	HANGAR RENTAL - 60 X 52	(44,822.88)	(50,000.00)	(39,033.69)	(50,000.00)	(50,000.00)
5400-90-0001-000-00000-47240	HANGAR RENTAL - 80 X 80	(31,530.72)	(34,000.00)	(21,940.14)	(34,000.00)	(34,000.00)
5400-90-0001-000-00000-47250	RENTAL - HANGAR TAXES	6,054.05	-	(0.25)	-	-
5400-90-0001-000-00000-47400	SALE OF COUNTY PROPERTY	(1,023.00)	-	-	-	-
	CARES GRANT REVENUE	-	-	-	-	(1,214,749.00)
5400-90-0001-000-00000-49CAP	XFER FM CAPITAL PROJECT FUNDS	(200,000.00)	-	-	-	-
<b>Subtotal Fund : 5400</b>	<b>Subgroup : [01] REVENUES</b>	<b>(2,231,614.56)</b>	<b>(3,246,320.00)</b>	<b>(2,620,510.90)</b>	<b>(4,204,720.00)</b>	<b>(4,061,469.00)</b>
<b>Fund : 5401</b>	<b>HILTON HEAD ISLAND AIRPORT PFC</b>					
5401-90-0001-000-00000-44845	PASSENGER FACILITIES CHARGES	(286,463.77)	(580,000.00)	(364,212.44)	-	-
5401-90-0001-000-00000-48910	CONT FROM PR YR FUND BAL	-	-	-	-	-
<b>Subtotal Fund : 5401</b>	<b>Subgroup : [01] REVENUES</b>	<b>(286,463.77)</b>	<b>(580,000.00)</b>	<b>(364,212.44)</b>	<b>-</b>	<b>-</b>
<b>Fund : 5402</b>	<b>HILTON HEAD ISLAND AIRPORT CAPITAL</b>					
5402-90-0001-000-00000-43730	FAA GRANT REVENUES	(6,032,531.00)	(1,800,000.00)	(952,353.00)	-	-
5402-90-0001-000-00000-43740	SCAC GRANT REVENUES	(774,981.28)	(200,000.00)	-	-	-

Beaufort County Proprietary Funds EXHIBIT B

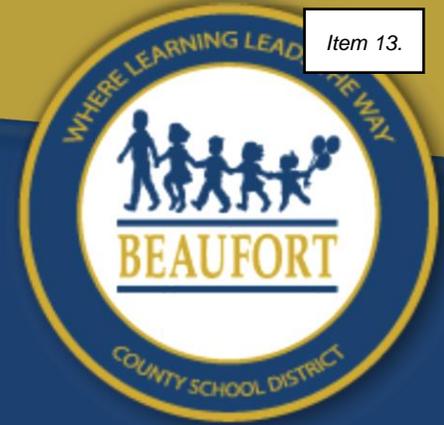
Account	Description	ACTUAL	BUDGET	YEAR TO DATE	REQUESTED BUDGET	CA RECOMMENDED BUDGET
		FY 2019	FY 2020	FY 2020	FY 2021	FY 2021
5402-90-0001-000-00000-48910	CONT FROM PR YR FUND BAL	-	-	-	-	-
<b>Subtotal Fund : 5402</b>	<b>Subgroup : [01] REVENUES</b>	<u>(6,807,512.28)</u>	<u>(2,000,000.00)</u>	<u>(952,353.00)</u>	<u>-</u>	<u>-</u>
<b>Subtotal All Funds Presented</b>	<b>Subtotal [01] REVENUES</b>	<u>(9,325,590.61)</u>	<u>(5,826,320.00)</u>	<u>(3,937,076.34)</u>	<u>(4,204,720.00)</u>	<u>(4,061,469.00)</u>
<b>Subgroup : [11]</b>	<b>EXPENDITURES</b>					
<b>Fund : 5400</b>	<b>HILTON HEAD ISLAND AIRPORT</b>					
5400-90-0011-000-00000-50020	SALARIES AND WAGES	580,509.67	605,000.00	467,491.84	630,000.00	828,000.00
5400-90-0011-000-00000-50060	OVERTIME	94,230.00	90,000.00	59,058.69	90,000.00	90,000.00
5400-90-0011-000-00000-50100	EMPLOYER FICA	40,852.65	43,090.00	31,821.49	45,245.00	57,521.00
5400-90-0011-000-00000-50110	EMPLOYER MEDICARE	9,554.16	10,078.00	7,442.24	10,582.00	13,453.00
5400-90-0011-000-00000-50120	EMPLOYER SC RETIREMENT	39,390.06	43,257.00	34,288.03	45,420.00	65,273.00
5400-90-0011-000-00000-50130	EMPLOYER PO RETIREMENT	69,582.28	76,061.00	53,660.42	79,865.00	79,865.00
5400-90-0011-000-00000-50140	EMPLOYER GROUP INSURANCE	96,176.83	95,000.00	-	99,750.00	99,750.00
5400-90-0011-000-00000-50150	EMPLOYER WORK COMP INS	7,955.41	10,000.00	-	10,500.00	10,500.00
5400-90-0011-000-00000-50160	EMPLOYER TORT LIAB INS	1,901.82	2,514.00	1,060.00	2,640.00	2,640.00
5400-90-0011-000-00000-50170	EMPLOYER UNEMPLOYMENT INS	-	-	-	-	-
5400-90-0011-000-00000-50198	EMPLOYER PENSION EXP GASB 38	152,627.00	-	-	-	-
5400-90-0011-000-00000-51000	ADVERTISING	112,056.94	100,000.00	59,909.69	100,000.00	100,000.00
5400-90-0011-000-00000-51010	PRINTING	442.60	300.00	221.29	300.00	300.00
5400-90-0011-000-00000-51030	POSTAGE/OTHER CARRIERS	122.48	500.00	189.70	500.00	500.00
5400-90-0011-000-00000-51040	LICENSES/PERMITS	75.00	2,000.00	75.00	2,000.00	2,000.00
5400-90-0011-000-00000-51045	PERMITS - MITIGATION CREDITS	-	5,000.00	-	5,000.00	5,000.00
5400-90-0011-000-00000-51050	TELEPHONE	10,683.43	10,000.00	7,698.72	11,000.00	11,000.00
5400-90-0011-000-00000-51060	ELECTRICITY/NAT'L GAS	121,091.14	110,000.00	82,476.89	135,000.00	135,000.00
5400-90-0011-000-00000-51070	WATER/SEWER/GARBAGE	6,522.31	7,000.00	4,621.56	8,000.00	8,000.00
5400-90-0011-000-00000-51090	GARBAGE SERVICES	3,891.18	3,600.00	3,253.12	4,000.00	4,000.00
5400-90-0011-000-00000-51100	HEATING FUELS	1,110.00	3,000.00	-	3,000.00	3,000.00
5400-90-0011-000-00000-51110	MAINTENANCE CONTRACTS	171,116.60	120,000.00	178,788.13	150,000.00	150,000.00
5400-90-0011-000-00000-51120	REPAIRS TO EQUIPMENT	410.18	8,000.00	-	8,000.00	8,000.00
5400-90-0011-000-00000-51130	REPAIRS TO BUILDINGS	-	3,000.00	-	5,000.00	5,000.00
5400-90-0011-000-00000-51140	EQUIPMENT RENTALS	6,116.16	2,000.00	246.21	3,500.00	3,500.00
5400-90-0011-000-00000-51160	PROFESSIONAL SERVICES	39,167.97	105,000.00	5,431.58	50,000.00	50,000.00
5400-90-0011-000-00000-51170	NON-PROFESSIONAL SERVICES	120,000.00	119,000.00	120,000.00	180,000.00	180,000.00
5400-90-0011-000-00000-51185	AIRPORT SECURITY	188,079.18	10,000.00	3,649.50	150,000.00	150,000.00
5400-90-0011-000-00000-51210	CLEANING SERVICES	31,500.00	90,000.00	41,542.50	90,000.00	90,000.00
5400-90-0011-000-00000-51300	GARAGE REPAIRS & MAINT	6,284.75	15,000.00	21,472.87	20,000.00	20,000.00
5400-90-0011-000-00000-51301	INSURANCE REIMB (CR)	(5,193.12)	-	-	-	-
5400-90-0011-000-00000-51310	BOOKS,SUBS,MEMBERSHIPS	2,190.00	2,000.00	1,927.00	2,000.00	2,000.00
5400-90-0011-000-00000-51320	TRAINING AND CONFERENCES	13,336.85	13,000.00	5,616.19	13,000.00	13,000.00
5400-90-0011-000-00000-51340	AIRPORT DIRECTOR BIZ DEVELOP	3,218.62	5,000.00	11,751.67	5,000.00	5,000.00
5400-90-0011-000-00000-51370	AIR SERVICE DEVELOPMENT	54,754.38	29,000.00	22,500.00	29,000.00	29,000.00
5400-90-0011-000-00000-51500	VEHICLE INSURANCE	4,679.04	10,000.00	-	10,000.00	10,000.00
5400-90-0011-000-00000-51510	BLDG/CONTENTS INSURANCE	36,689.55	60,000.00	-	60,000.00	60,000.00

Beaufort County Proprietary Funds EXHIBIT B

Account	Description	ACTUAL	BUDGET	YEAR TO DATE	REQUESTED BUDGET	CA RECOMMENDED BUDGET
		FY 2019	FY 2020	FY 2020	FY 2021	FY 2021
5400-90-0011-000-00000-51540	INSURANCE - OTHER	19,447.33	67,600.00	15,200.00	67,600.00	67,600.00
5400-90-0011-000-00000-51545	INSURANCE - PREPAID	275.22	-	28,304.03	-	-
5400-90-0011-000-00000-51990	UNCLASSIFIED OPER (SWU FEES)	47,924.26	50,000.00	1,200.00	50,000.00	50,000.00
5400-90-0011-000-00000-52010	SUPPLIES-OFFICE/PHOTO/ETC	2,620.37	8,000.00	2,513.31	8,000.00	8,000.00
5400-90-0011-000-00000-52020	DATA PROCESSING SUPPLIES	384.81	500.00	863.46	500.00	500.00
5400-90-0011-000-00000-52030	CLEAN'G/SANI SUPPLIES	72.85	500.00	-	500.00	500.00
5400-90-0011-000-00000-52050	UNIFORMS	128.24	2,000.00	-	2,000.00	2,000.00
5400-90-0011-000-00000-52240	SMALL TOOLS, ETC.	436.20	2,000.00	899.49	5,000.00	5,000.00
5400-90-0011-000-00000-52330	FACILITY MAINT SUPPLIES	9,317.09	10,000.00	13,677.51	15,000.00	15,000.00
5400-90-0011-000-00000-52340	SIGNS (EACH UNDER 500)	1,056.19	1,000.00	699.85	1,000.00	1,000.00
5400-90-0011-000-00000-52390	ARFF SUPPLIES	13,024.37	20,000.00	7,957.56	20,000.00	20,000.00
5400-90-0011-000-00000-52400	OTHER SUPPLIES	116.48	2,000.00	38.94	2,000.00	2,000.00
5400-90-0011-000-00000-52410	GROUND MAINT SUPPLIES	4,522.95	5,000.00	10,634.34	5,000.00	5,000.00
5400-90-0011-000-00000-52500	FUELS/LUBRICANTS	8,155.69	10,000.00	3,863.16	10,000.00	10,000.00
5400-90-0011-000-00000-52600	MINOR OFF FURN/EQP (NON-CAP)	-	1,500.00	181.88	1,500.00	1,500.00
5400-90-0011-000-00000-52610	TECHNOLOGY EQUIP (NON-CAP)	1,249.70	1,500.00	420.43	1,500.00	1,500.00
5400-90-0011-000-00000-52700	HANGAR MAINTENANCE	2,138.13	10,000.00	6,678.24	4,000.00	4,000.00
5400-90-0011-000-00000-52990	SECURITY SUPPLIES	3,140.30	3,000.00	1,997.66	3,000.00	3,000.00
5400-90-0011-000-00000-53110	INTEREST	79,621.92	80,000.00	75,346.03	80,000.00	80,000.00
5400-90-0011-000-00000-54630	CONSULTANTS/PROF SERVICES	350.00	-	-	-	-
5400-90-0011-000-00000-54XXX	CAPITAL ASSET CLEARING ACCOUNT	(165,936.72)	-	-	-	-
5400-90-0011-000-00000-58500	DEPRECIATION EXPENSE	569,055.32	550,000.00	426,791.25	550,000.00	550,000.00
<b>Subtotal Fund : 5400</b>	<b>Subgroup : [11] EXPENDITURES</b>	<b>2,618,225.82</b>	<b>2,632,000.00</b>	<b>1,823,461.47</b>	<b>2,884,902.00</b>	<b>3,117,902.00</b>
<b>Fund : 5402</b>	<b>HILTON HEAD ISLAND AIRPORT CAPITAL</b>					
5402-90-0011-000-00000-54271	LAND ACQUISITION / EXECAIR	(2,681.00)	-	-	-	-
5402-90-0011-000-00000-54274	TREE OBSTRUCTION - SOUTH END	(5,320.09)	-	-	-	-
5402-90-0011-000-00000-54301	TREE OBSTRUCTION REMOVAL	(2,955.80)	-	-	-	-
5402-90-0011-000-00000-54371	FAA HXD GRANT 37 - ARBORIST	2,544.36	-	-	-	-
5402-90-0011-000-00000-54372	FAA HXD GRANT 37 - AIRPORT DEV	429,121.88	-	1,971.43	-	-
5402-90-0011-000-00000-54390	FAA HXD GRANT 39	3,232,912.28	-	1,062,280.77	-	-
5402-90-0011-000-00000-54400	FAA HXD AIP 40 EMAS - RWY3 EXT	835,998.51	-	(6,313.14)	-	-
5402-90-0011-000-00000-54410	FAA HXD GRANT 41	-	-	-	-	-
5402-90-0011-000-00000-54420	FAA HXD AIP GRANT 42	2,201,907.46	-	-	-	-
5402-90-0011-000-00000-54430	FAA HXD AIP GRNT43 (ENVASSESS)	-	-	230.90	-	-
5402-90-0011-000-00000-54921	LAND ACQUISITION RWY 21	(80,988.76)	-	-	-	-
5402-90-0011-000-00000-54980	CAPITAL PROJECTS-POTENTIALGRNT	(2,161,156.69)	3,950,000.00	-	-	-
5402-90-0011-000-00000-54981	CAPITAL PROJECTS - TERMINAL	503,098.04	-	549,722.73	-	-
5402-90-0011-000-00000-54983	CAPITAL PROJECTS - HUNTER RD	10,125.46	-	92,111.46	-	-
5402-90-0011-000-00000-54984	CAPITAL PROJECTS - ST. JAMES	7,728.41	-	30,034.26	-	1,017,100.00
5402-90-0011-000-00000-54985	CAPITAL PROJECTS -PROPERTY ACQ	-	-	3,141,432.18	-	-
<b>Subtotal Fund : 5402</b>	<b>Subgroup : [11] EXPENDITURES</b>	<b>4,970,334.06</b>	<b>3,950,000.00</b>	<b>4,871,470.59</b>	<b>-</b>	<b>1,017,100.00</b>
<b>Subtotal All Funds Presented</b>	<b>Subtotal [11] EXPENDITURES</b>	<b>7,588,559.88</b>	<b>6,582,000.00</b>	<b>6,694,932.06</b>	<b>2,884,902.00</b>	<b>4,135,002.00</b>

Beaufort County Proprietary Funds EXHIBIT B

Account	Description	ACTUAL	BUDGET	YEAR TO DATE	REQUESTED BUDGET	CA RECOMMENDED BUDGET
		FY 2019	FY 2020	FY 2020	FY 2021	FY 2021
All Funds Presented	Group Total [5400] HILTON HEAD ISLAND AIRPORT	<u>(1,737,030.73)</u>	<u>755,680.00</u>	<u>2,757,855.72</u>	<u>(1,319,818.00)</u>	<u>73,533.00</u>

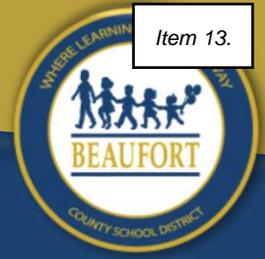


# School District Budget Update

Fiscal Year 2020-2021

*Presentation to County Council Finance Committee*

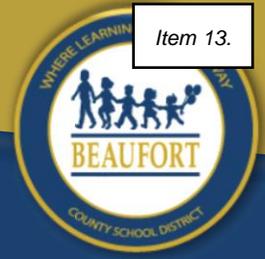
**Where Learning Leads the Way!**



# 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

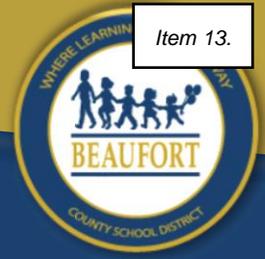
# Millage



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

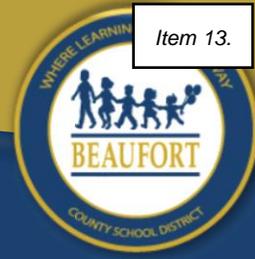
\*Allowable increase is 4.4 mills per SC Revenue and Fiscal Affairs Office (details in draft ordinance)

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



# State Legislative Update

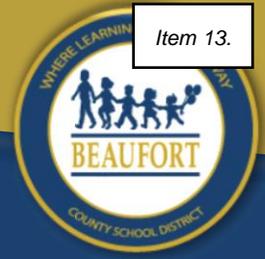
- Continuing Resolution Passed
  - Hold budgets at same level as the current year until they reconvene
- General Assembly to return mid-September
  - Reconsider state budget based on new economic data
- Suspends Increases to Teacher Salary Schedule
- Suspends Increases to Employer Match of Retirement



# Local Tax Revenue Update

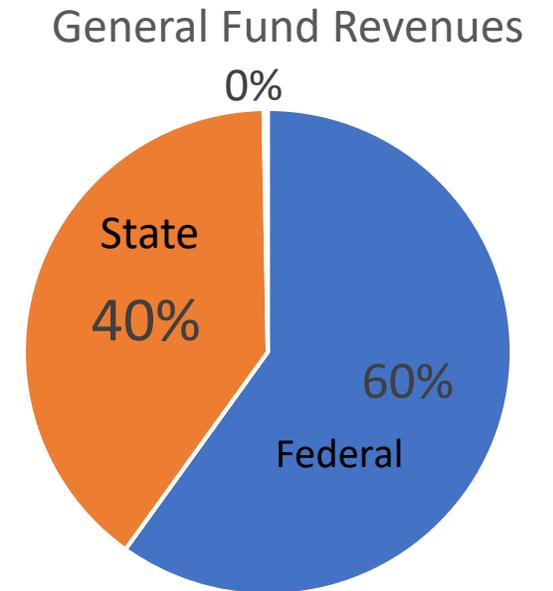
Beaufort County School District Current, Auto and Delinquent Taxes 4/30/2020										
	2016 ACTUAL	2016 BUDGET	2017* ACTUAL	2017 BUDGET	2018 ACTUAL	2018 BUDGET	2019 ACTUAL	2019 BUDGET	2020 ACTUAL	2020 BUDGET
		126,674,710		131,662,584		137,164,216		143,707,242		149,733,105
DEC	59,747,494	47.2%	63,506,510	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%
<b>Total</b>	<b>123,562,199</b>		<b>134,314,364</b>		<b>141,037,937</b>		<b>134,424,809</b>		<b>143,371,776</b>	
<b>Percentage Excess/(Shortfall)</b>		<b>(3,112,511)</b>		<b>2,651,780</b>		<b>3,873,721</b>		<b>(9,282,433)</b>		<b>(6,361,329)</b>

\*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>
	<b>Total State Funding (all funds)</b>	<b>\$122.6</b>



	A	B	C	D
	FY 2018-2019 Audited Actual	FY 2019-2020 Approved Budget	FY 2019-2020 Projected Actual	FY 2020-2021 Proposed Budget
<b>Local</b>				
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 <b>Total Local Revenue</b>	<b>\$ 136,028,508</b>	<b>\$ 151,651,605</b>	<b>\$ 149,301,605</b>	<b>\$ 151,651,605</b>
<b>State</b>				
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 <b>Total State Revenue</b>	<b>\$ 86,021,669</b>	<b>\$ 93,347,306</b>	<b>\$ 93,159,110</b>	<b>\$ 93,347,306</b>
<b>Federal</b>				
14 Other Federal Sources	809,072	690,000	1,016,000	690,000
15 <b>Total Federal Revenue</b>	<b>\$ 809,072</b>	<b>\$ 690,000</b>	<b>\$ 1,016,000</b>	<b>\$ 690,000</b>
<b>Total Revenue</b>	<b>\$ 222,859,249</b>	<b>\$ 245,688,911</b>	<b>\$ 243,476,715</b>	<b>\$ 245,688,911</b>
<b>Other Financing Sources</b>				
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 <b>Total Other Financing Sources (Uses)</b>	<b>\$ 7,512,094</b>	<b>\$ 7,535,948</b>	<b>\$ 7,418,166</b>	<b>\$ 7,535,948</b>
19 <b>Total Revenue and Other Financing Sources</b>	<b>\$ 230,371,343</b>	<b>\$ 253,224,859</b>	<b>\$ 250,894,881</b>	<b>\$ 253,224,859</b>
<b>Expenditures:</b>				
20 <b>Salary and Benefits</b>	185,271,879	201,360,782	199,360,782	201,360,782
21 <b>Non-Salary</b>	44,586,343	46,455,459	42,955,459	46,455,459
22 <b>Total Expenditures</b>	229,858,222	247,816,241	242,316,241	247,816,241
23 <b>Transfers to Other Funds</b>	6,573,249	6,481,201	6,481,201	6,481,201
24 <b>Total Expenditures and Transfers Out</b>	236,431,471	254,297,442	248,797,442	254,297,442
25 <b>Increase(Decrease) in Fund Balance</b>	<b>\$ (6,060,128)</b>	<b>\$ (1,072,583)</b>	<b>\$ 2,097,439</b>	<b>\$ (1,072,583)</b>
26 <b>Beginning Fund Balance</b>	39,606,899	33,546,772	33,546,772	35,644,211
27 <b>Ending Fund Balance</b>	<b>\$ 33,546,772</b>	<b>\$ 32,474,189</b>	<b>\$ 35,644,211</b>	<b>\$ 34,571,628</b>
28 <b>% of Next Year's Expenditure or Budget</b>	13.5%	13.1%	14.4%	14.0%



# What are we doing to curtail spending?



Freeze non-salary budgets for current year

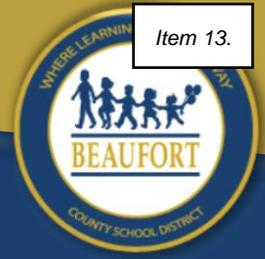


Freeze new positions

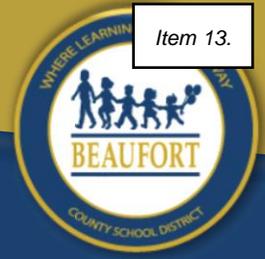


Renegotiate contracts

# Potential Savings due to COVID-19

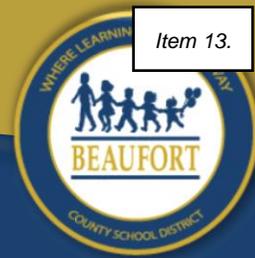


Description	Amount
Substitutes	\$ 1,100,000
Energy	300,000
Communications	50,000
Trash Disposal	50,000
LP Gas	40,000
Student Transportation	120,000
Travel	200,000
Supplies and materials	1,000,000
IB/AP Materials	50,000
Legal	100,000
<b>Total Potential Savings</b>	<b>\$ 3,010,000</b>



# What are we spending due to COVID-10

- 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

**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)	<b>36.6</b>

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 \_\_\_<sup>th</sup> 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



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## BEAUFORT COUNTY COUNCIL

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### 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:



**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](http://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](http://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](mailto: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](http://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 t

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, concis

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:

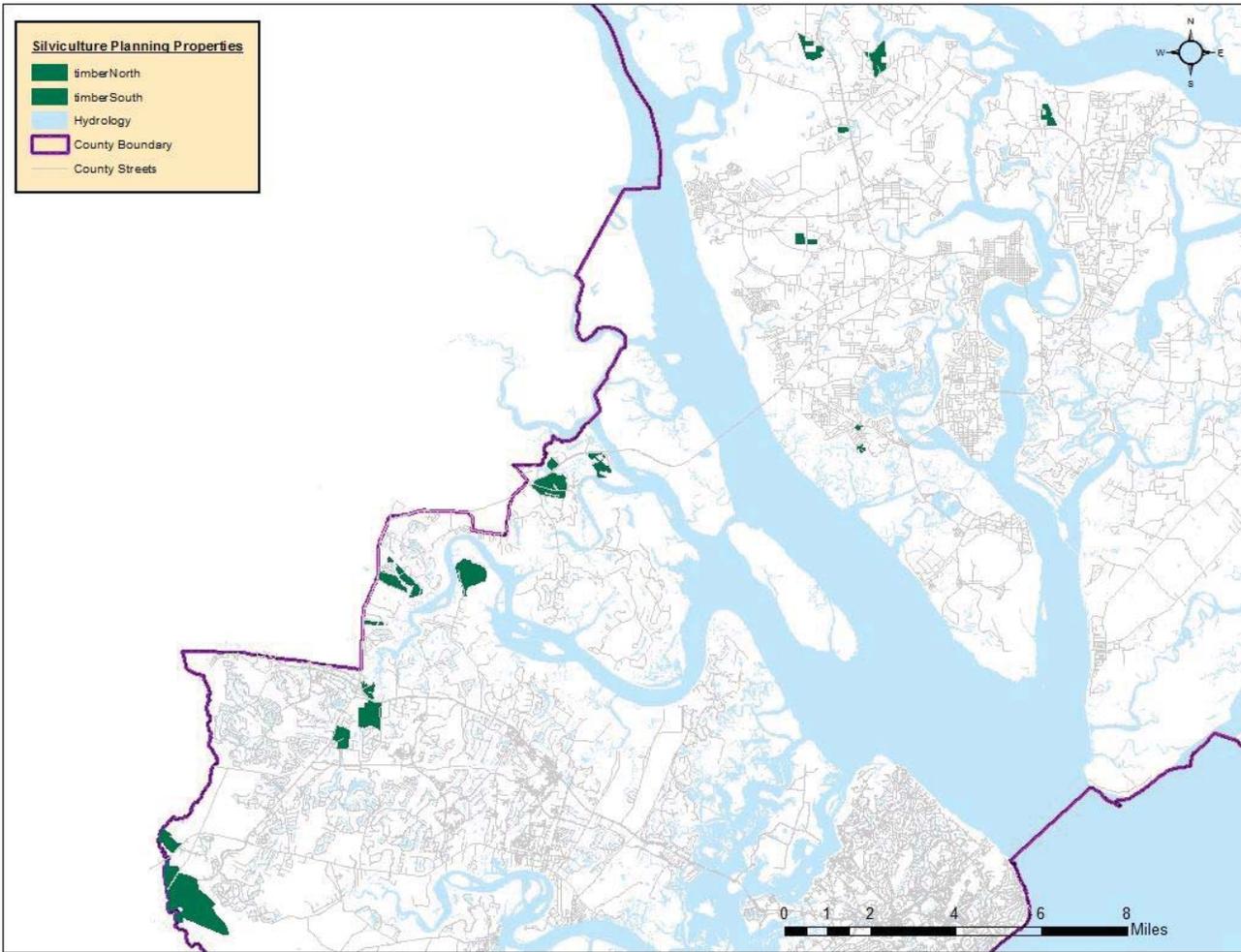
- ☒ Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- ☒ Cancellation, termination, or suspension of the contract, in whole or in part.

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](mailto:compliance@bcgov.net)**

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



# ATTACHMENT B

Item 14.



## 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

Item 14.



## 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

*ASM*  
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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

[Signature]

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

[Signature]

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 Crawford

Morrison Forestry and Real Estate  
Company

Signature: [Signature]  
Name: H. STROH MORRISON IV  
Address: 1469 Browning Gate Rd Estill SC  
Phone: 803-625-2757 29918  
Email: stroh4@earthlink.net  
Date: 3/1/2019

**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
- Bathey 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

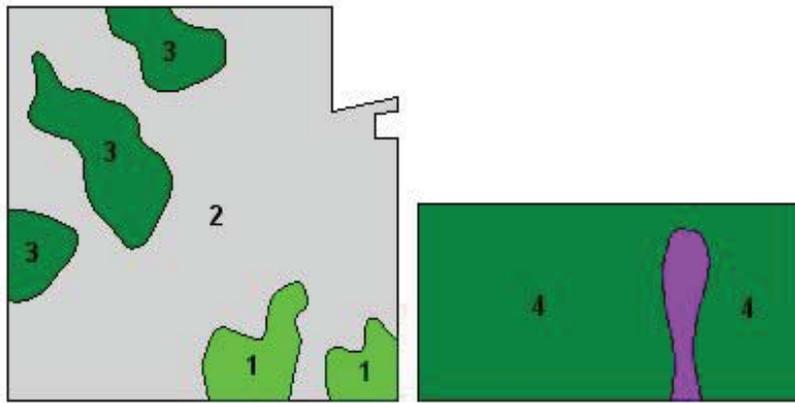
» Current Condition: This stand contains young natural hardwood regeneration, with no current volumes and values of forest products. A clearcut harvest was performed within this stand +/- 15 years ago. The stand understory is very dense, with native hardwood regeneration. This stand currently provides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

Item 14.



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

Beaufort County -- Adams  
Forest Inventory Plot Map

Item 14.



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

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

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	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>57.2</b>	<b>11</b>	<b>2.0</b>	<b>736</b>	<b>329</b>	<b>1,225</b>	<b>215</b>	<b>275</b>	<b>869</b>	<b>3,649</b>					

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	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>57.2</b>	<b>11</b>	<b>2.0</b>	<b>\$ 19,872</b>	<b>\$ 6,580</b>	<b>\$ 17,150</b>	<b>\$ 6,450</b>	<b>\$ 5,500</b>	<b>\$ 6,952</b>	<b>\$ 62,504</b>			

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**

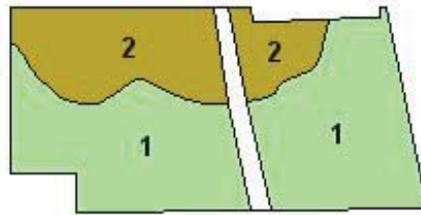
### Amgray Tract

- 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  
Forest Type Map**

Item 14.



**LEGEND**

Property Line

Forest Type

- Hardwood - Flat
- Pine-Hardwood - Flat



Beaufort County -- Amgray  
Forest Inventory Plot Map

Item 14.



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

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

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	-
<b>Total</b>		<b>19.8</b>	<b>4</b>	<b>2.1</b>	<b>39</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>29</b>	<b>669</b>	<b>737</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

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	\$ -	\$ -
<b>Total</b>		<b>19.8</b>	<b>4</b>	<b>2.1</b>	<b>\$ 1,053</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 580</b>	<b>\$ 5,352</b>	<b>\$ 6,985</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**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  
Forest Type Map**

Item 14.



**LEGEND**

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



**Beaufort County -- Barrel Landing  
Forest Inventory Plot Map**

Item 14.



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

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

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	20	90
2	Pine Plantation Pond	27.1	8	3.0	1,654	728	487	-	-	100	2,969	110	148	10
	Salt Marsh	2.9	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	4.5	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>51.5</b>	<b>12</b>	<b>3.0</b>	<b>1,784</b>	<b>728</b>	<b>512</b>	<b>217</b>	<b>-</b>	<b>526</b>	<b>3,767</b>	<b>-</b>	<b>-</b>	<b>-</b>

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	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Total</b>		<b>51.5</b>	<b>12</b>	<b>3.0</b>	<b>\$ 48,168</b>	<b>\$ 14,560</b>	<b>\$ 7,168</b>	<b>\$ 6,510</b>	<b>\$ -</b>	<b>\$ 4,208</b>	<b>\$ 80,614</b>	<b>\$ -</b>		

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  
Forest Type Map

Item 14.



**LEGEND**

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

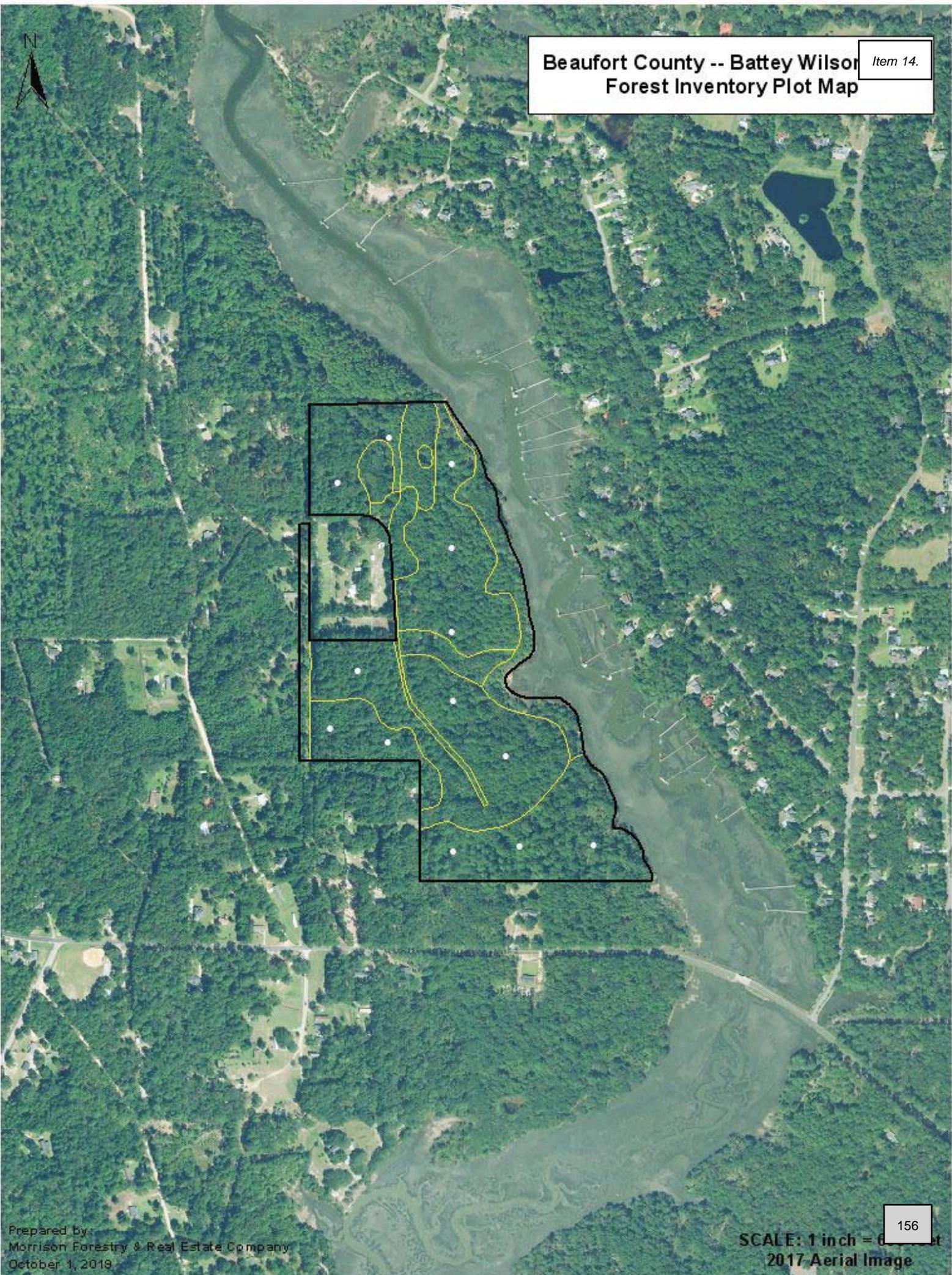
SCALE: 1 inch = 660 feet





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

Item 14.



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

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<b>Forest Type</b>	<b>Acres</b>
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
<b>Total GIS Acres</b>	<b>62.7</b>

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	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>62.7</b>	<b>13</b>	<b>2.5</b>	<b>2,236</b>	<b>387</b>	<b>1,010</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>562</b>	<b>4,195</b>	<b>-</b>	<b>-</b>	<b>-</b>

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	\$ 1,630	\$ -	\$ -
2	Native Pine	18.4	3	1.6	29,214	3,800	9,870	-	-	-	256	43,140	2,345	-	-
3	Native Pine	10.8	3	2.8	14,877	2,180	1,638	-	-	-	-	18,695	1,731	-	-
4	Pine-Hardwood - Upland	11.4	3	2.6	6,669	1,100	2,632	-	-	-	1,576	11,977	1,051	-	-
5	Hardwood - Flat	6.2	2	3.2	2,133	660	-	-	-	-	1,176	3,969	640	-	-
	Gum Pond	1.4	-	-	-	-	-	-	-	-	-	-	-	-	-
	Live Oak Grove	1.2	-	-	-	-	-	-	-	-	-	-	-	-	-
	Marsh Forest	5.2	-	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	2.6	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>62.7</b>	<b>13</b>	<b>2.5</b>	<b>\$ 60,372</b>	<b>\$ 7,740</b>	<b>\$ 14,140</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,496</b>	<b>\$ 86,748</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**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

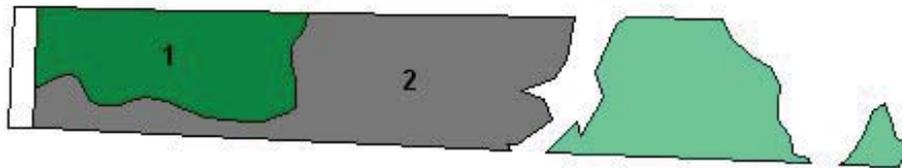
» Current Condition: This stand contains a mixture of live oaks, palmettos, and native pines, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very thick, with sections of palmetto thickets and wax myrtle 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  
Forest Type Map**

Item 14.



**LEGEND**

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

**SCALE: 1 inch = 660 feet**



Beaufort County -- Baxter  
Forest Inventory Plot Map

Item 14.



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

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

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	6.8	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>24.7</b>	<b>4</b>	<b>2.3</b>	<b>529</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>57</b>	<b>139</b>	<b>565</b>	<b>1,290</b>	<b>-</b>	<b>-</b>	<b>-</b>

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	6.8	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>24.7</b>	<b>4</b>	<b>2.3</b>	<b>\$ 14,283</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,710</b>	<b>\$ 2,780</b>	<b>\$ -</b>	<b>\$ 4,520</b>	<b>\$ 23,293</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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

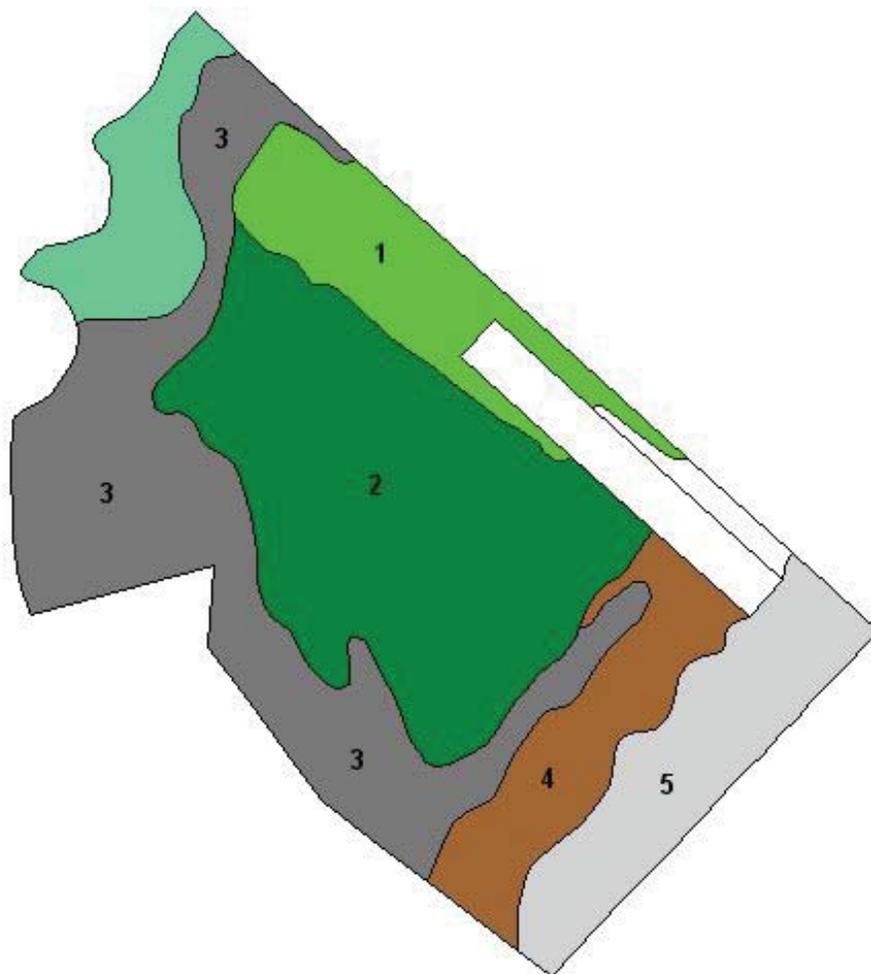
» Current Condition: This stand contains a mixture of palmettos and native pines, with no volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very thick, with palmetto thickets throughout. This stand currently provides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

Item 14.



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

Beaufort County -- Garvey Hall T  
Forest Inventory Plot Map

Item 14.



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

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<b>Forest Type</b>	<b>Acres</b>
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
<b>Total GIS Acres</b>	<b>100.5</b>

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	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>100.5</b>	<b>19</b>	<b>2.1</b>	<b>3,032</b>	<b>376</b>	<b>642</b>	<b>907</b>	<b>224</b>	<b>1,409</b>	<b>6,590</b>			

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	826	1,591
3	Hardwood - Upland	27.6	6	2.2	-	640	770	12,240	2,660	6,488	22,798	826	1,509	1,509
4	Pine-Hardwood - Upland	9.7	2	2.1	10,287	-	3,234	-	-	1,112	14,633	1,509	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	1,624
	Marsh Forest	6.8	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	1.4	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>100.5</b>	<b>19</b>	<b>2.1</b>	<b>\$ 81,864</b>	<b>\$ 7,520</b>	<b>\$ 8,988</b>	<b>\$ 27,210</b>	<b>\$ 4,480</b>	<b>\$ 11,272</b>	<b>\$ 141,334</b>			

**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

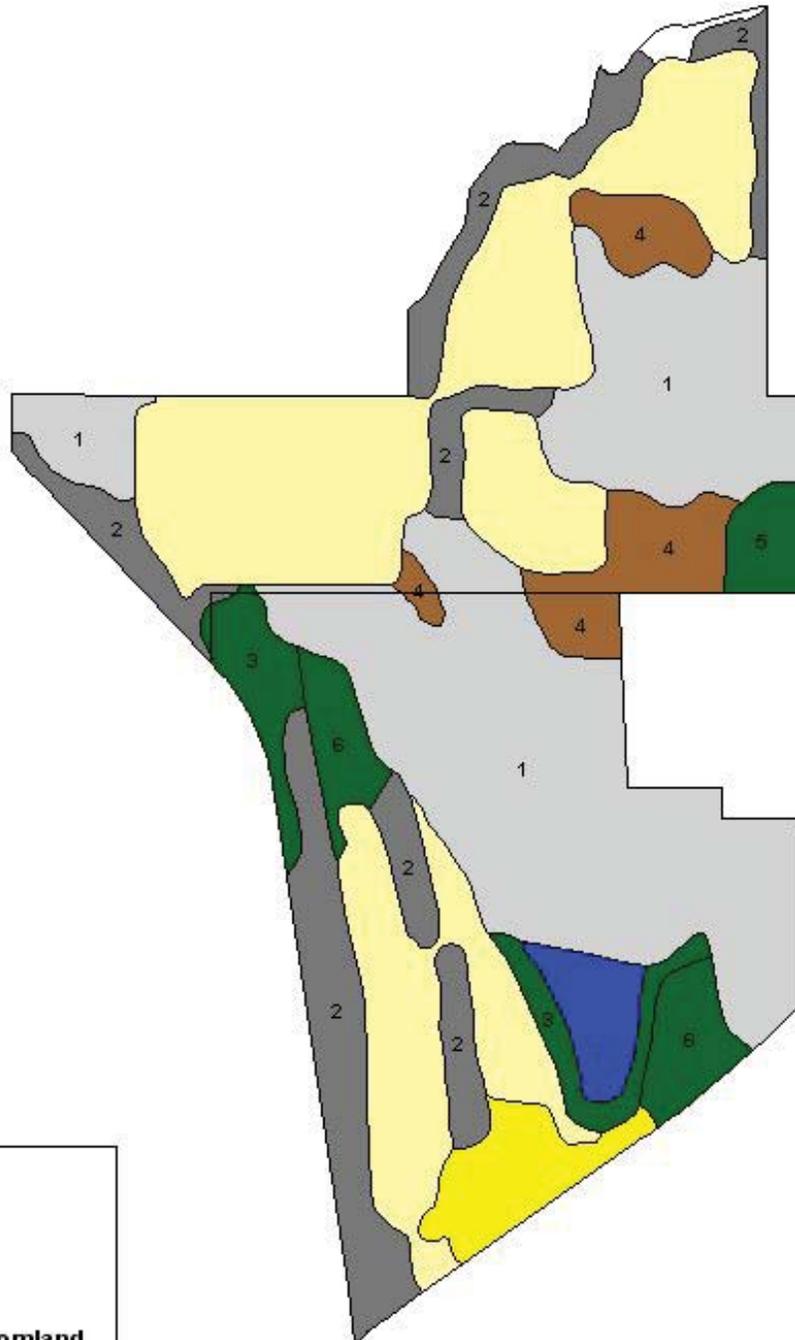
» Current Condition: This stand contains a grove of live oaks, with no volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides wildlife values of food, along with aesthetic values.

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



Beaufort County -- Ihly & Lucky  
Forest Type Map

Item 14.



**LEGEND**

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

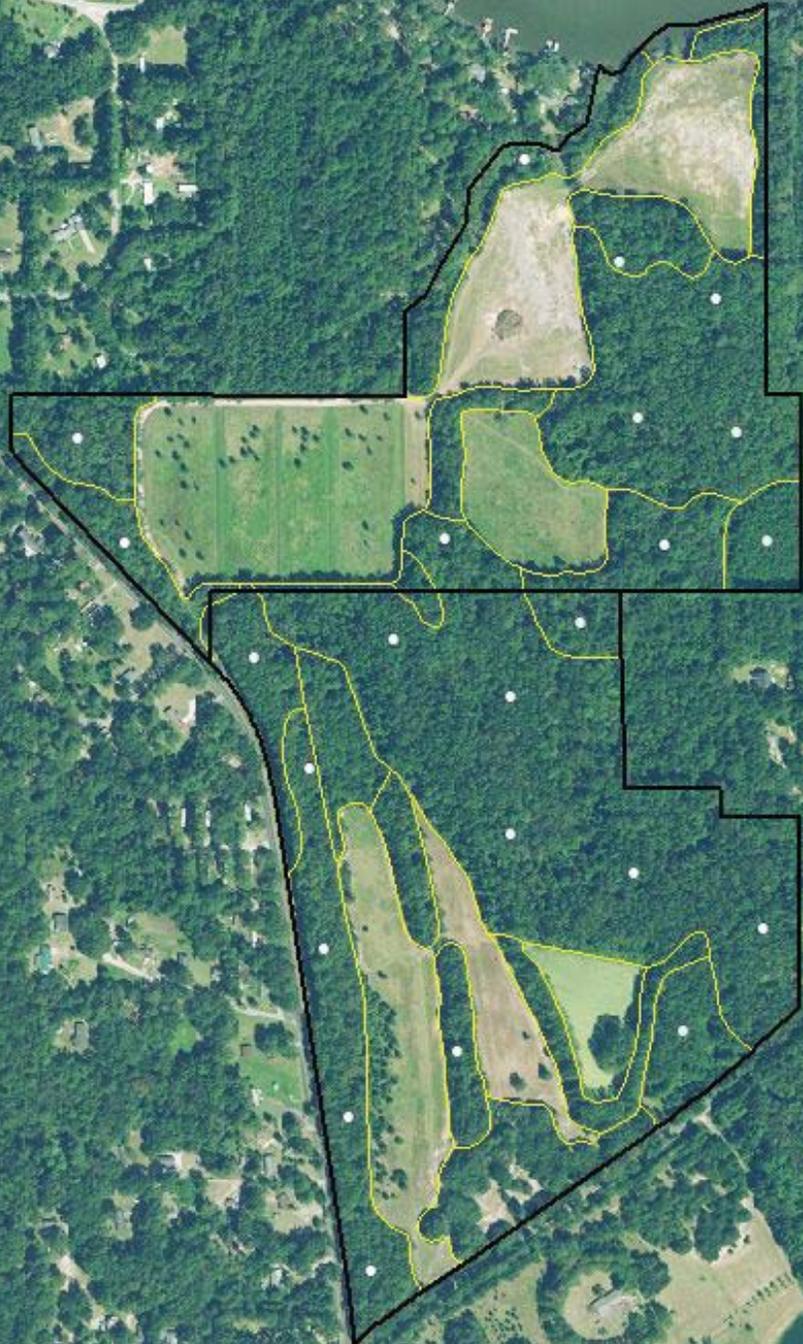
SCALE: 1 inch = 660 feet





Beaufort County -- Ihly & Lucky  
Forest Inventory Plot Map

Item 14.



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

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<b>Forest Type</b>	<b>Acres</b>
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
<b>Total GIS Acres</b>	<b>134.8</b>

Forest Inventory Summary - Beaufort County Property  
 Ihly & Lucky Tracts  
 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 - Bottomland	45.8	10	2.2	-	-	-	73	1,780	2,759	4,612	101	-	125	
2	Hardwood - Upland	19.6	7	3.6	278	49	81	-	-	1,080	1,488	76	23	77	
3	Native Pine	5.4	1	1.9	384	290	88	-	-	208	970	180	180	40	
4	Pine-Hardwood - Upland	7.5	3	4.0	271	88	28	-	48	278	713	95	50	67	
5	Native Pine	2.0	1	5.0	-	-	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	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>134.8</b>	<b>23</b>	<b>2.7</b>	<b>933</b>	<b>521</b>	<b>950</b>	<b>146</b>	<b>1,828</b>	<b>4,325</b>	<b>8,703</b>				

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 - 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	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>134.8</b>	<b>23</b>	<b>2.7</b>	<b>\$ 25,191</b>	<b>\$ 10,420</b>	<b>\$ 13,300</b>	<b>\$ 4,380</b>	<b>\$ 36,560</b>	<b>\$ 34,600</b>	<b>\$ 124,451</b>		

**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.

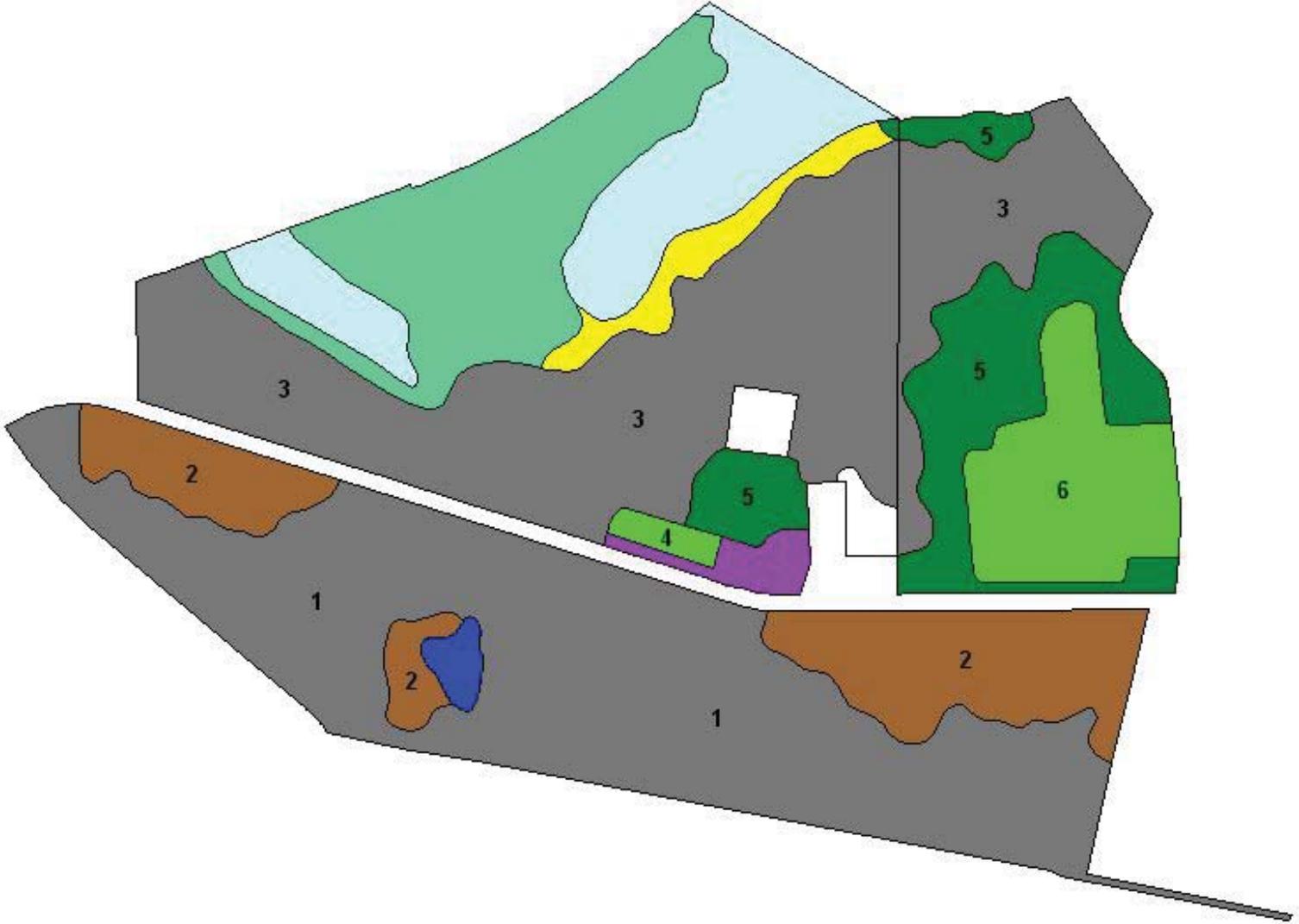
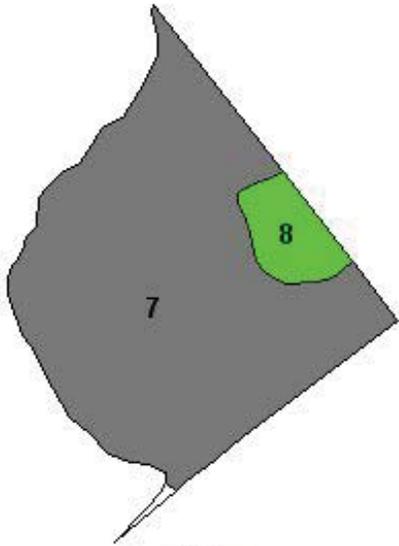


# Beaufort County -- Manigault Neck Forest Type Map

Item 14.

**LEGEND**

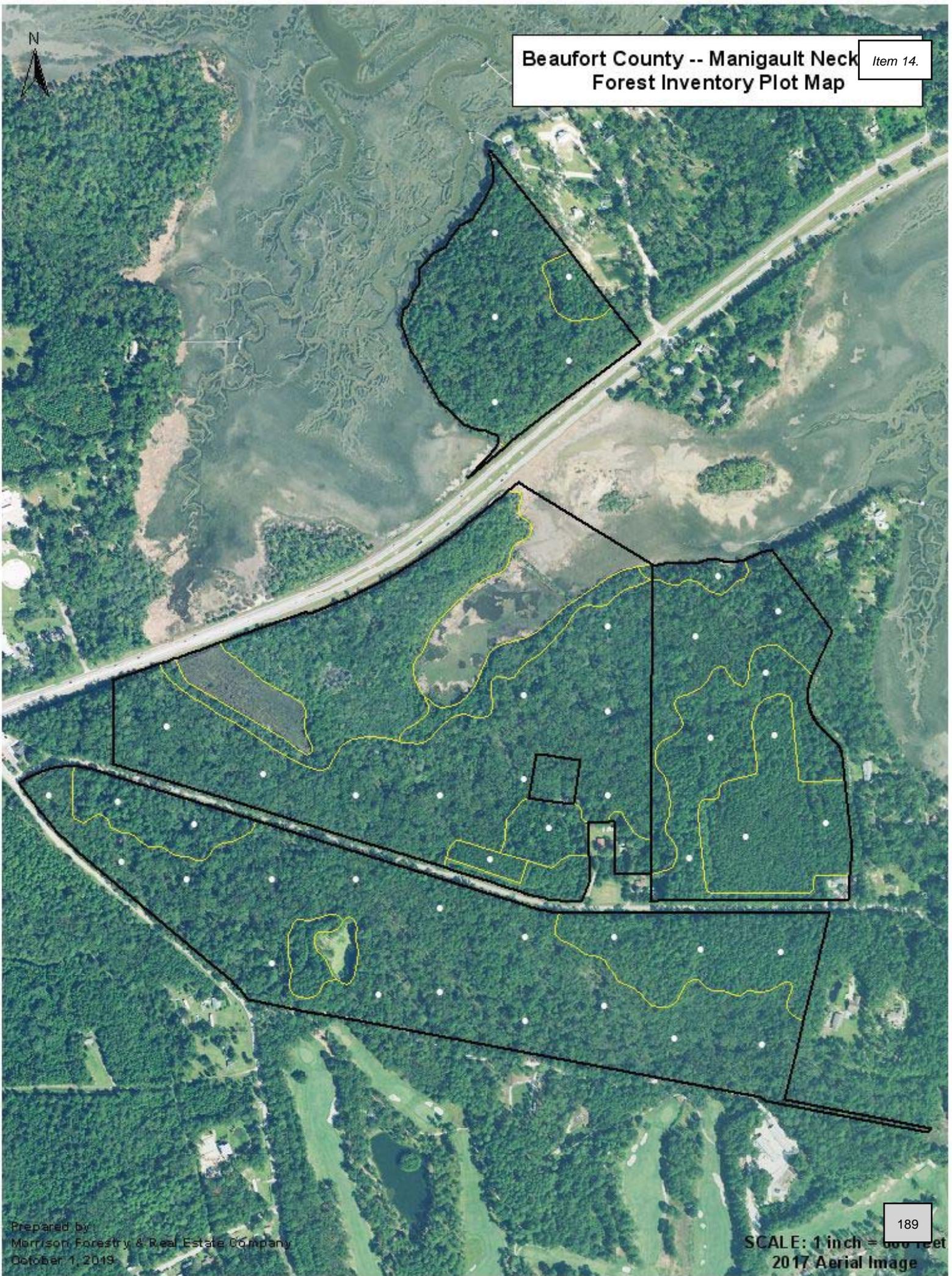
- Property Line
- Forest Type**
- Hardwood - Upland
- Live Oak Grove
- Marsh Forest
- Native Pine
- Natural Regeneration
- Pine Plantation
- Pine-Hardwood - Upland
- Pond
- Salt Marsh





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

Item 14.



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

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<b>Forest Type</b>	<b>Acres</b>
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
<b>Total GIS Acres</b>	<b>244.4</b>

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	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>244.4</b>	<b>44</b>	<b>2.2</b>	<b>5,632</b>	<b>1,302</b>	<b>1,065</b>	<b>3,400</b>	<b>1,219</b>	<b>4,638</b>	<b>17,156</b>			

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	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	-	-	-	-	-	-	-	-	-	-		
<b>Total</b>		<b>244.4</b>	<b>44</b>	<b>2.2</b>	<b>\$ 149,364</b>	<b>\$ 26,040</b>	<b>\$ 14,910</b>	<b>\$ 102,000</b>	<b>\$ 24,380</b>	<b>\$ 37,104</b>	<b>\$ 353,798</b>			

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

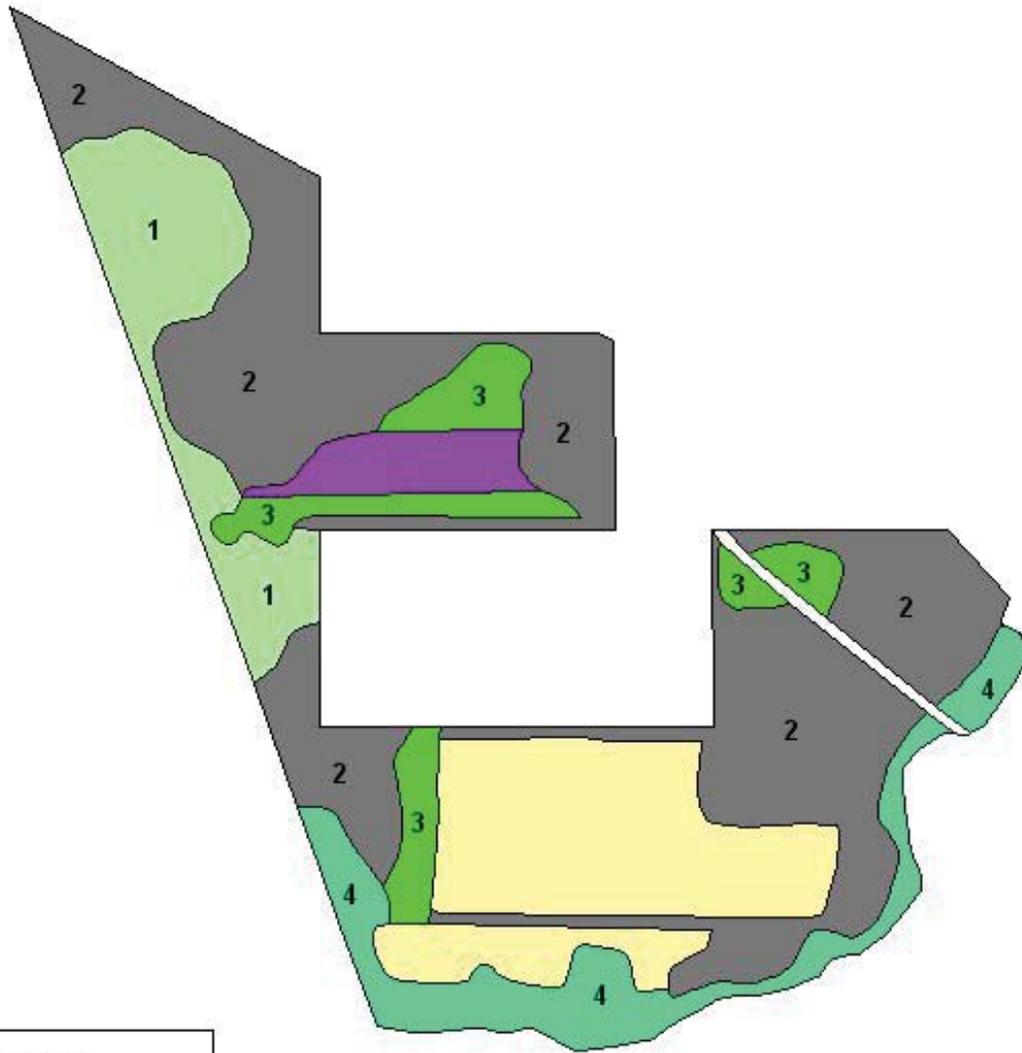
» Current Condition: This stand contains intermediate hardwood regeneration, with low volumes and values of forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides minimal wildlife values.

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



Beaufort County -- Mcleod  
Forest Type Map

Item 14.



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

Beaufort County -- Mcleod  
Forest Inventory Plot Map

Item 14.



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

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<b>Forest Type</b>	<b>Acres</b>
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
<b>Total GIS Acres</b>	<b>99.6</b>

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					
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	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>99.6</b>	<b>19</b>	<b>2.5</b>	<b>1,155</b>	<b>535</b>	<b>186</b>	<b>300</b>	<b>294</b>	<b>2,826</b>	<b>5,296</b>				

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	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	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>		<b>99.6</b>	<b>19</b>	<b>2.5</b>	<b>\$ 31,185</b>	<b>\$ 10,700</b>	<b>\$ 2,604</b>	<b>\$ 9,000</b>	<b>\$ 5,880</b>	<b>\$ 22,608</b>	<b>\$ 81,977</b>		

**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

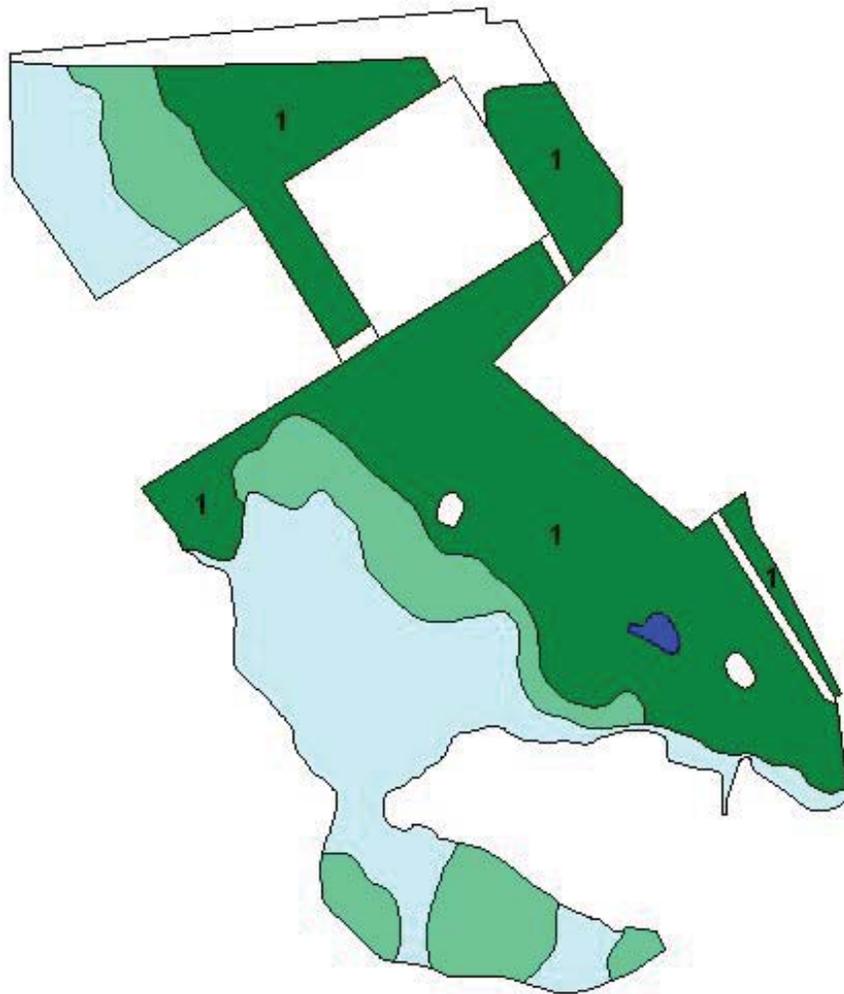
» Current Condition: This stand contains a mixture of live oaks, palmettos, and native pines, with moderate volumes and values of forest products. No recent harvesting activities have been conducted within this stand. The stand understory is very thick, with sections of palmetto, native pine regeneration,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

Item 14.



**LEGEND**

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

SCALE: 1 inch = 660 feet





**Beaufort County -- Mobley** Item 14.  
**Forest Inventory Plot Map**



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

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

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 Pond	15.6	-	-	-	-	-	-	-	-	-	-	-	-	-
	Salt Marsh	0.3	-	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	24.8	-	-	-	-	-	-	-	-	-	-	-	-	-
	Roads & Open Areas	6.6	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>89.5</b>	<b>9</b>	<b>2.1</b>	<b>628</b>	<b>50</b>	<b>240</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>173</b>	<b>1,091</b>	<b>-</b>	<b>-</b>	<b>-</b>

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 Pond	15.6	-	-	-	-	-	-	-	-	-	-	-	
	Salt Marsh	0.3	-	-	-	-	-	-	-	-	-	-	-	
	Roads & Open Areas	24.8	-	-	-	-	-	-	-	-	-	-	-	
	Roads & Open Areas	6.6	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>89.5</b>	<b>9</b>	<b>2.1</b>	<b>\$ 16,956</b>	<b>\$ 1,000</b>	<b>\$ 3,360</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,384</b>	<b>\$ 22,700</b>	<b>\$ -</b>	

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.

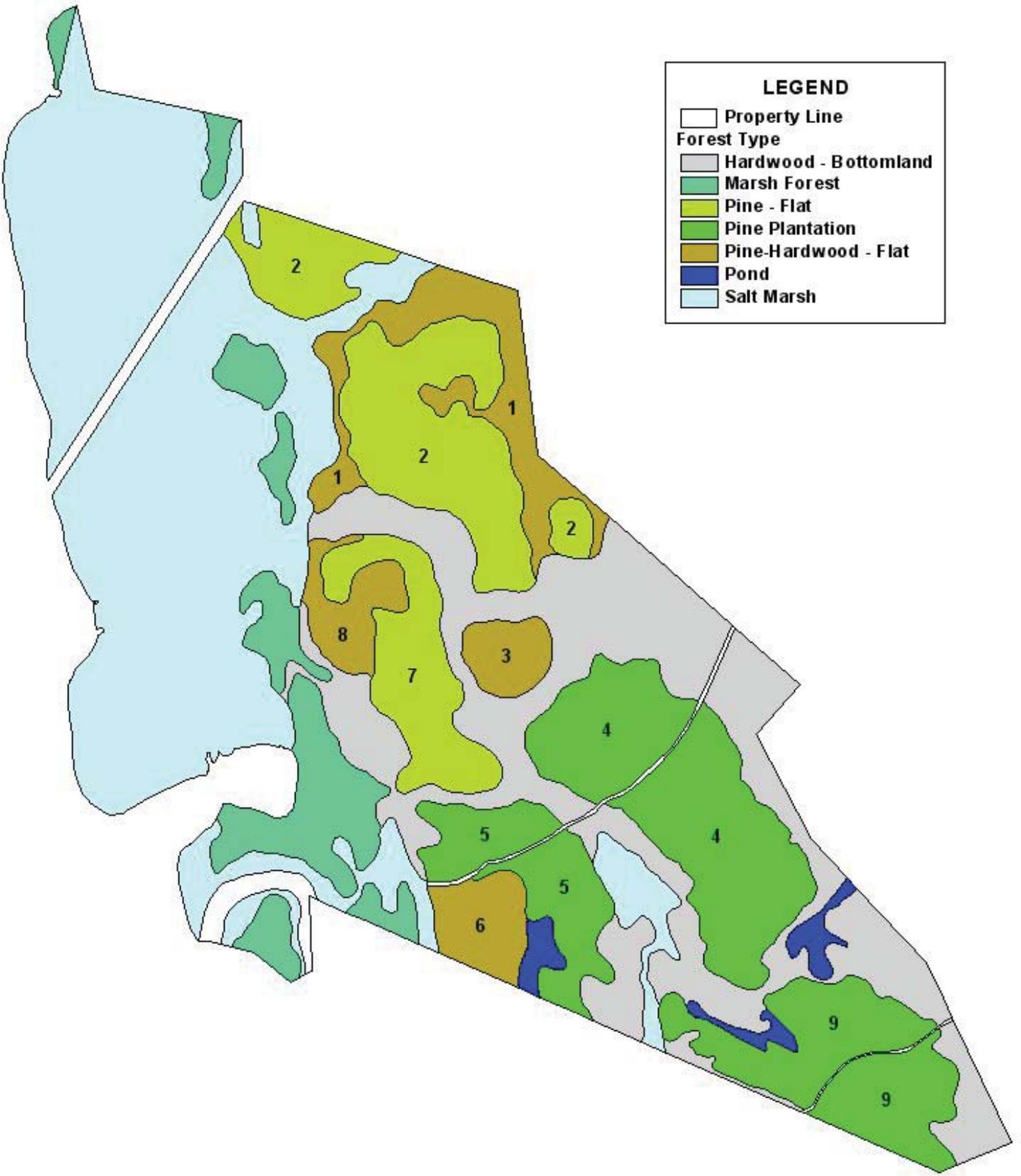


# Beaufort County -- New Riverside Forest Type Map

Item 14.

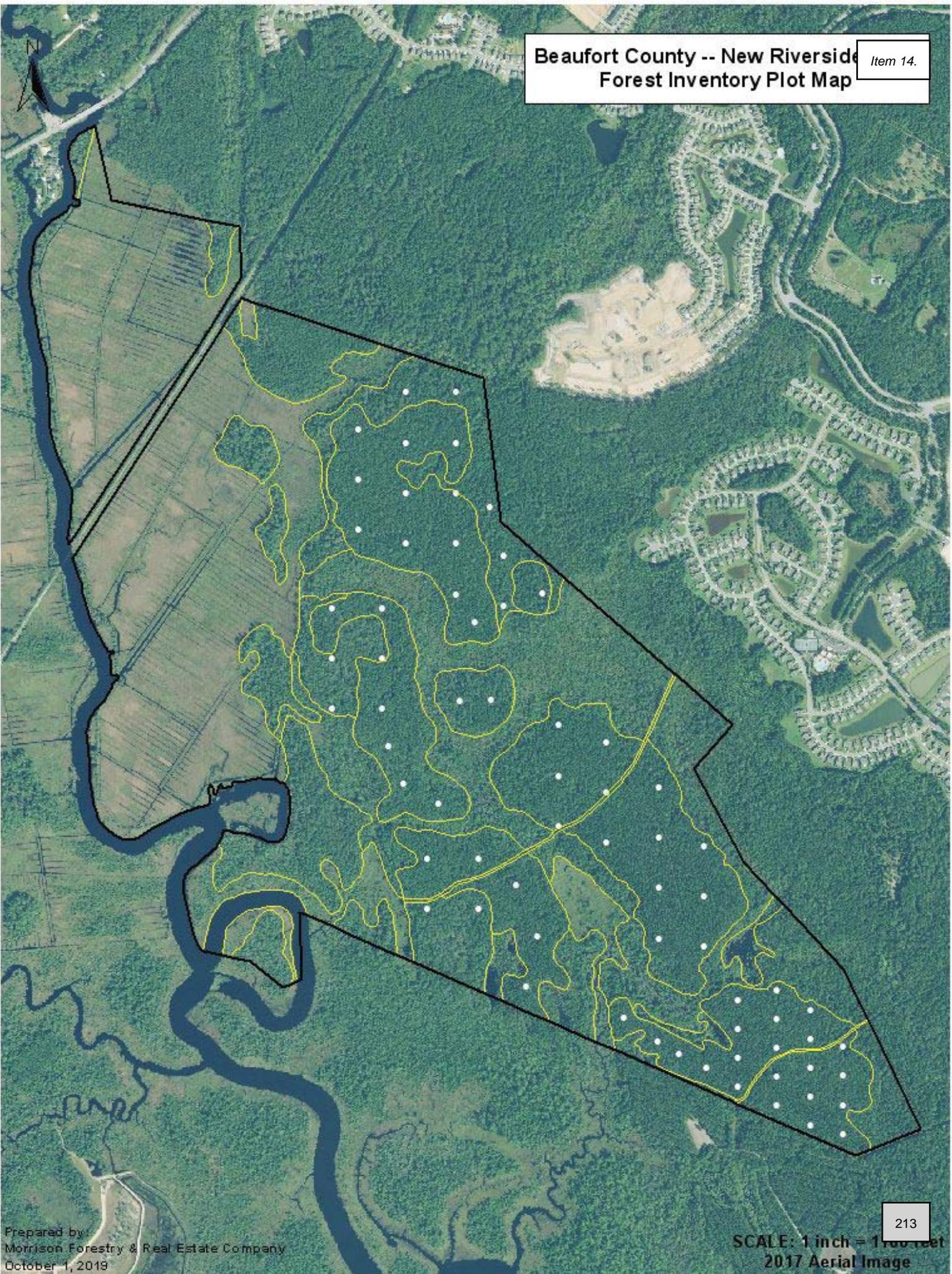
**LEGEND**

-  Property Line
- Forest Type**
-  Hardwood - Bottomland
-  Marsh Forest
-  Pine - Flat
-  Pine Plantation
-  Pine-Hardwood - Flat
-  Pond
-  Salt Marsh



Beaufort County -- New Riverside  
Forest Inventory Plot Map

Item 14.



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

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<b>Forest Type</b>	<b>Acres</b>
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
<b>Total GIS Acres</b>	<b>760.1</b>

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	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>760.1</b>	<b>70</b>	<b>2.4</b>	<b>5,221</b>	<b>10,833</b>	<b>12,640</b>	<b>-</b>	<b>-</b>	<b>1,563</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>30,257</b>

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	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>760.1</b>	<b>70</b>	<b>2.4</b>	<b>\$ 140,967</b>	<b>\$ 216,660</b>	<b>\$ 176,960</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,504</b>	<b>\$ 547,091</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 547,091</b>

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 = Premerchantable  
 Forest Stocking Level = Premerchantable  
 Site/Soil Classification = Dry

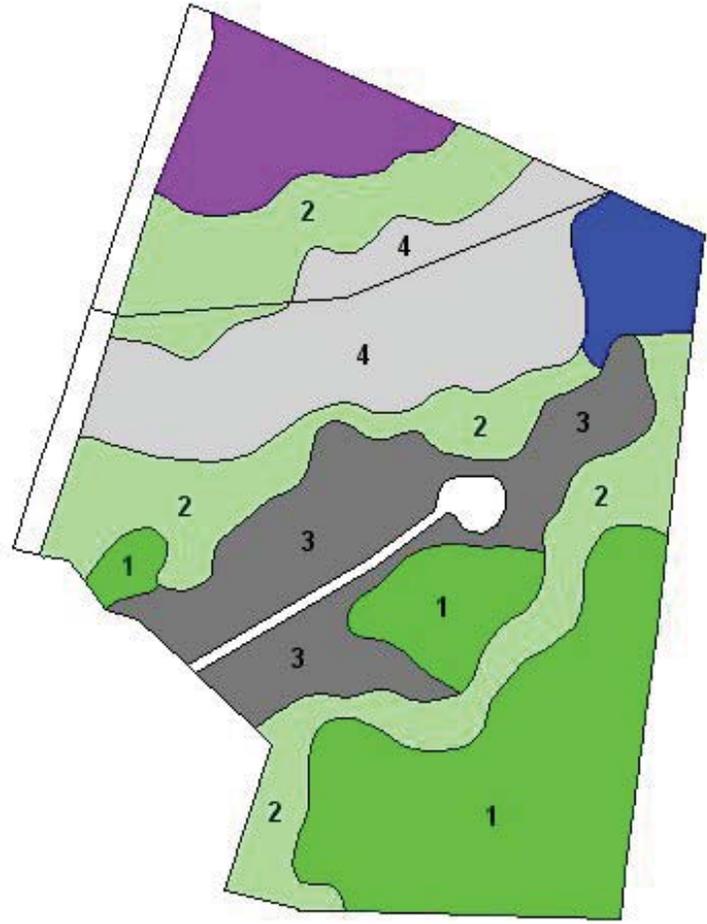
» Current Condition: This stand contains young natural pine regeneration, with low volumes and values of forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very thick with native pine regeneration. This stand currently provides wildlife values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

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



Beaufort County -- Okatie Evergreen & New Leaf T  
Forest Type Map

Item 14.



**LEGEND**

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

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

Item 14.



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

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<b>Forest Type</b>	<b>Acres</b>
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
<b>Total GIS Acres</b>	<b>109.8</b>

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	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>109.8</b>	<b>16</b>	<b>1.7</b>	<b>2,045</b>	<b>638</b>	<b>310</b>	<b>670</b>	<b>1,071</b>	<b>2,152</b>	<b>6,886</b>			

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		
3	Hardwood - Upland	17.1	3	1.8	13,959	800	728	7,350	-	1,584	24,421	1,428		
4	Hardwood - Bottomland	19.3	3	1.6	-	-	-	-	16,140	8,072	24,212	1,255		
	Natural Regeneration Pond	8.2	-	-	-	-	-	-	-	-	-	-		
	Roads & Open Areas	4.1	-	-	-	-	-	-	-	-	-	-		
		5.7	-	-	-	-	-	-	-	-	-	-		
<b>Total</b>		<b>109.8</b>	<b>16</b>	<b>1.7</b>	<b>\$ 55,215</b>	<b>\$ 12,760</b>	<b>\$ 4,340</b>	<b>\$ 20,100</b>	<b>\$ 21,420</b>	<b>\$ 17,216</b>	<b>\$ 131,051</b>			

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 Forest Type Map

Item 14.



## 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  
Forest Inventory Plot Map

Item 14.



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

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<b>Forest Type</b>	<b>Acres</b>
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
<b>Total GIS Acres</b>	<b>209.2</b>

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	-	-	-	-	-	389	505	74	20	140
5	Native Pine	4.8	2	4.2	506	17	-	-	-	-	124	647	135	70	55
6	Pine-Hardwood - Upland	40.2	8	2.0	2,540	155	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	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>209.2</b>	<b>42</b>	<b>2.4</b>	<b>10,113</b>	<b>1,937</b>	<b>13,329</b>	<b>673</b>	<b>154</b>	<b>2,311</b>	<b>16,517</b>				

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	\$ -	\$ 1,705
2	Pine Plantation	38.3	10	2.6	60,021	-	4,060	-	-	-	1,208	65,289	2,640	-	2,640
3	Pine Plantation	3.0	1	3.3	6,291	860	770	-	-	-	-	7,921	2,640	-	2,640
4	Hardwood - Upland	6.8	1	1.5	2,295	620	-	-	-	-	3,112	6,027	886	-	886
5	Native Pine	4.8	2	4.2	13,662	340	-	-	-	-	992	14,994	3,124	-	3,124
6	Pine-Hardwood - Upland	40.2	8	2.0	68,580	3,100	504	12,000	-	-	4,864	89,048	2,215	-	2,215
7	Native Pine	4.3	2	4.7	15,417	1,700	42	-	-	-	80	17,239	4,009	-	4,009
8	Hardwood - Upland	7.5	3	4.0	2,808	-	-	1,560	800	-	1,152	6,320	843	-	843
9	Native Pine	20.7	5	2.4	63,531	-	770	-	-	-	3,512	67,813	3,276	-	3,276
10	Pine-Hardwood - Upland	11.7	2	1.7	16,227	-	-	2,550	2,280	-	1,192	22,249	1,902	-	1,902
	Field	1.3	-	-	-	-	-	-	-	-	-	-	-	-	-
	Gum Pond	1.3	-	-	-	-	-	-	-	-	-	-	-	-	
	Home Site	9.0	-	-	-	-	-	-	-	-	-	-	-	-	
	Live Oak Grove	6.0	-	-	-	-	-	-	-	-	-	-	-	-	
	Pond	3.5	-	-	-	-	-	-	-	-	-	-	-	-	
	Roads & Open Areas	11.6	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>209.2</b>	<b>42</b>	<b>2.4</b>	<b>\$ 273,051</b>	<b>\$ 38,740</b>	<b>\$ 18,606</b>	<b>\$ 20,190</b>	<b>\$ 3,080</b>	<b>\$ 18,488</b>	<b>\$ 372,155</b>				

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

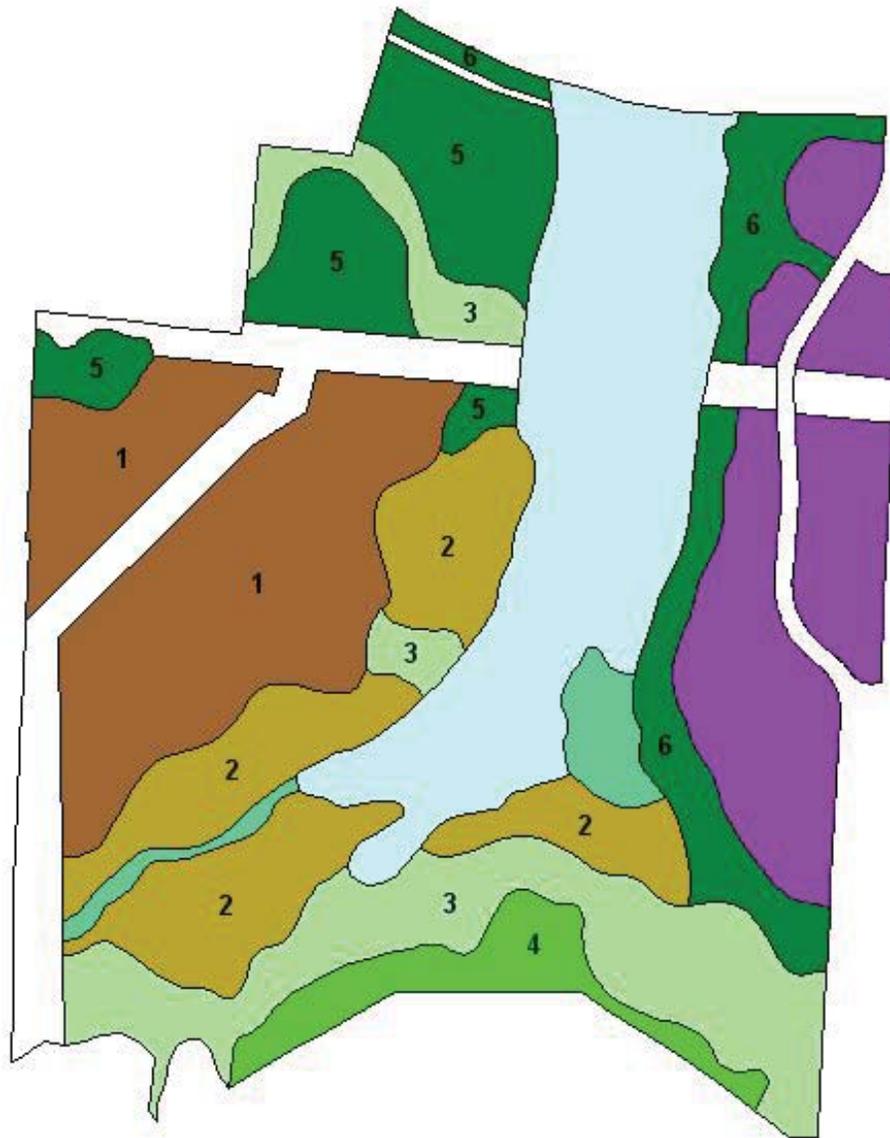
products. No previous harvesting activities have been conducted within this stand. The stand understory is very thick with native pine regeneration. This stand currently provides wildlife values of cover.

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



Beaufort County -- Okatie Regional Preserv  
Forest Type Map

Item 14.



**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 Preserv  
Forest Inventory Plot Map

Item 14.



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

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<b>Forest Type</b>	<b>Acres</b>
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
<b>Total GIS Acres</b>	<b>189.9</b>

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	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>189.9</b>	<b>25</b>	<b>2.2</b>	<b>7,224</b>	<b>869</b>	<b>603</b>	<b>1,446</b>	<b>895</b>	<b>2,358</b>	<b>13,395</b>			

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	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>189.9</b>	<b>25</b>	<b>2.2</b>	<b>\$ 195,048</b>	<b>\$ 17,380</b>	<b>\$ 8,442</b>	<b>\$ 43,380</b>	<b>\$ 17,900</b>	<b>\$ 18,864</b>	<b>\$ 301,014</b>			

**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**

### Pinckney Point Tract

- Stand 1:      Acres = 49.7  
                   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 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: Perform a silviculture improvement harvest within the southern sections 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.
  
- Field:        Acres = 153.3  
                   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: 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 = 5.2  
                           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.

- Natural Regeneration: Acres = 14.6  
 Forest Type = Natural Regeneration  
 Primary Species = Loblolly Pine  
 Age Class = Premerchantable  
 Forest Stocking Level = Premerchantable  
 Site/Soil Classification = Dry

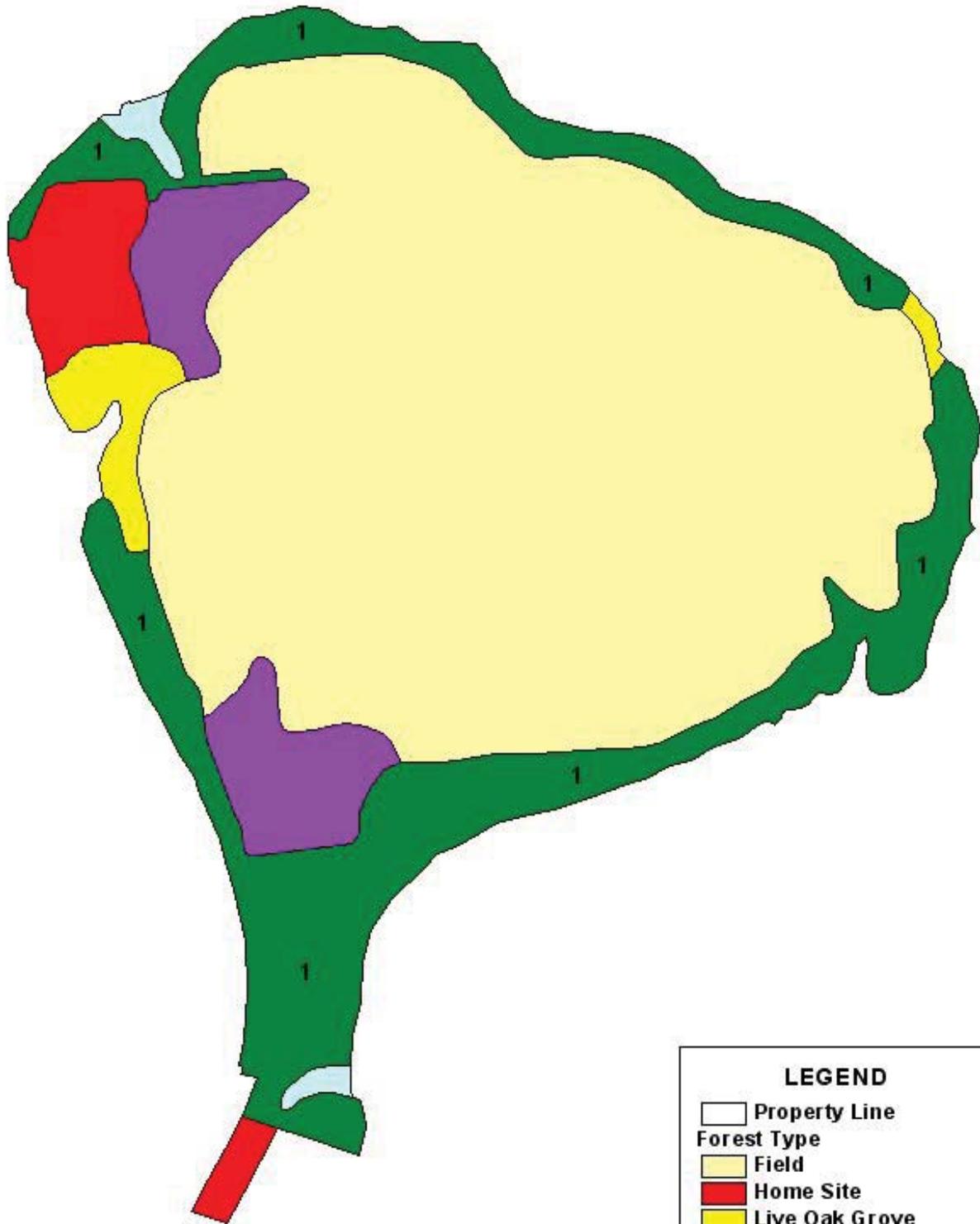
» Current Condition: This stand contains young natural pine regeneration, with low volumes and values of forest products. No previous harvesting activities have been conducted within this stand. The stand understory is very open. This stand currently provides minimal wildlife values.

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



Beaufort County -- Pinckney Point  
Forest Type Map

Item 14.



**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  
Forest Inventory Plot Map**

Item 14.



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

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

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	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>233.4</b>	<b>11</b>	<b>2.2</b>	<b>2,772</b>	<b>1,008</b>	<b>713</b>	<b>195</b>	<b>26</b>	<b>981</b>	<b>5,695</b>			

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	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>233.4</b>	<b>11</b>	<b>2.2</b>	<b>\$ 74,844</b>	<b>\$ 20,160</b>	<b>\$ 9,982</b>	<b>\$ 5,850</b>	<b>\$ 520</b>	<b>\$ 7,848</b>	<b>\$ 119,204</b>		

**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

Harry S. Morrison, Jr  
1927-2002

H. Stro Morrison, III - ACF  
Forester  
SC Reg. No 791  
GA Reg. No. 2636  
NC Reg. No. 1709  
SAF Certified No. 1252  
Real Estate Salesmen - SC  
943-6601 Mobile

H. Stroh Morrison, IV - ACF  
Forester  
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GA Reg. No. 2914  
NC Reg. No. 1710  
SAF Certified No. 3997  
Broker In Charge - SC, GA, NC  
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Forester/Wildlife Biologist  
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## 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 Sales .....8%

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
<b>TOTAL COUNTY REVENUE*</b>				<b>\$ 507,634.64</b>					

\*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)

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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](mailto: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

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### 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.




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**BEAUFORT COUNTY COUNCIL**


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**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.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

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

**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**

**WHEREAS**, Beaufort County, South Carolina, a political subdivision of the State of South Carolina (the "*County*"), acting by and through its County Council (the "*County Council*"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "*Act*") (i) to enter into agreements with qualifying industry to encourage investment and projects constituting economic development property to which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain payments in lieu of *ad valorem* taxes ("*FILOT*") with respect to such investment; and

**WHEREAS**, Trask East Solar, LLC (the "*Sponsor*"), in considering the establishment of a solar power facility on land in Beaufort County, South Carolina, which would result in the creation of jobs and other economic benefits to the County (the "*Project*"), provided that the Sponsor and the County reached an agreement on a FILOT package for the Project; and

**WHEREAS**, the County adopted an Inducement Resolution on \_\_\_\_\_, 2020, and has determined, pursuant to the Act, to finalize the FILOT incentive package for the Project with the Sponsor according to the terms and conditions of the fee in lieu of tax agreement (the "*Fee Agreement*") further described below; and

**WHEREAS**, the Sponsor has assured the County that a minimum investment of \$19,500,000 in qualifying expenditures will be invested in the Project on or before December 31, 2025.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council, as follows:

Section 1. The County hereby finds (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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





**FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

**BETWEEN**

**TRASK EAST SOLAR, LLC, AS SPONSOR**

**AND**

**BEAUFORT COUNTY, SOUTH CAROLINA**

**DATED AS OF [MONTH, DATE], 2020**

**PREPARED BY:**

**K&L GATES LLP  
134 MEETING STREET SUITE 500  
CHARLESTON, SOUTH CAROLINA 29401  
(843) 579-5600**

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**FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT**

**THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT** (this “*Fee Agreement*”) is made and entered into as of [MONTH DATE], 2020, by and between Beaufort County, South Carolina (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Beaufort County Council (the “*County Council*”) as the governing body of the County, and Trask East Solar, LLC (the “*Sponsor*”), a limited liability company duly organized and existing under the laws of the State of South Carolina.

**WITNESSETH:**

**WHEREAS**, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*Act*”) of the Code of Laws of South Carolina 1976, as amended (the “*Code*”) and Title 4, Chapter of the Code: (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

**WHEREAS**, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated at Tax Map Parcel Number R100-020-000-119A-0000 (the “*Land*”) in Beaufort County, South Carolina (the “*Project*”);

**WHEREAS**, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$19,500,000 within the Investment Period (“*Project Commitment*”), meeting the minimum investment requirement under the Act;

**WHEREAS**, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

**WHEREAS**, the County Council adopted an Inducement Resolution (Beaufort County Resolution No. [XXX]) on \_\_\_\_\_, 2020, (the “*Resolution*”), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Beaufort County Economic Development Partnership to negotiate with the Sponsor the terms of, this Fee Agreement;

**WHEREAS**, the County Council adopted an ordinance on \_\_\_\_\_, 2020, as an inducement to the Sponsor to develop the Project and at the Sponsor’s request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax agreement with

the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

**WHEREAS**, the Project constitutes Economic Development Property within the meaning of the Act; and

**WHEREAS**, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

**NOW, THEREFORE, AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

## **ARTICLE I PROJECT OVERVIEW**

**Section 1.1. *Agreement to Waive Requirement of Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Fee Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County's control.

**Section 1.2. *Rules of Construction; Defined Terms.*** In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“Administrative Expenses” shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement.

“Authorized Sponsor Representative” shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

“Chairman” shall mean the Chairman of the County Council of Beaufort County, South Carolina.

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

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“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

“County” shall mean Beaufort County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the Beaufort County Council as the governing body of the County.

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

“County Council” shall mean the Beaufort County Council, the governing body of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Force Majeure” shall mean any event of Force Majeure as defined in Section 5.10 of this Fee Agreement.

“Investment Period” shall mean the period commencing in 2020 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean a multi-county industrial/business park established pursuant to a qualifying agreement with an adjacent county pursuant to the Multi-County Park Act (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean total annual payments of \$49,194 for the first through thirtieth payments due under this Fee Agreement and any subsequent year of this Fee Agreement, for those years for which a FILOT is due. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2021, due and payable to the County on or before January 15, 2022. Provided, the Net FILOT Payments shall be increased in any year in which the total capital investment in the Project as reflected on the applicable PT-300 filings (or successor forms) exceeds the Project Commitment, in proportion to the excess (provided that such filings must accurately reflect all capital investment in the County within the Investment Period). For example, and by way of example only, if the total capital investment in the Project as of the last day of the 2022 tax year is 125% of the Project Commitment, then the Net FILOT Payment for such year shall be increased by 25%.

“Non-Qualifying Property” shall mean that portion of the Project consisting of: (i) property as to which the Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any released property or other property which fails or ceases to qualify for FILOT Payments, including without limitation property as to which the Sponsor has terminated the FILOT pursuant to Section 4.19(a) hereof. The Sponsor agrees that the real estate improvements on the Real Property as of the date of this Fee Agreement shall constitute Non-Qualifying Property for purposes of this Fee Agreement.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2055, unless an extension of time in which to complete the Project is granted by the County pursuant

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to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Power Purchase Agreement” shall mean any agreement applicable to the Project whereby any third party contracts to purchase electricity generated by the Project for any term.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements now or hereafter situated thereon and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit (“SSRC”) described in Section 4.1 hereof.

“Sponsor” shall mean Trask East Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## ARTICLE II REPRESENTATIONS, WARRANTIES, AND COVENANTS

**Section 2.1. *Representations of the County.*** The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its

obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The County, based on representations of the Sponsor, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) The Project constitutes a “project” within the meaning of the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Fee Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Fee Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best faith efforts to cause the Land to be located within a Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of a Multi-County Park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Fee Agreement or which could, in any way, adversely affect the validity or enforceability of this Fee Agreement.

**Section 2.2. Representations of the Sponsor.** The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor and the Project shall comply with the County’s Development Standards Ordinance as applicable to solar energy systems at the time Sponsor has submitted or caused to be submitted an application for any required zoning permits, as well as the decommissioning requirement that appears in the County’s Development Standards Ordinance as of the date of this Fee Agreement.<sup>1</sup>

(h) The Sponsor commits that it will not place a conservation easement or other development restrictions on the Project property.

(i) The Sponsor shall comply in all material respects with the Development Agreement entered into by and between the Sponsor and the County dated \_\_\_\_\_, 2020.

**Section 2.3. Covenants of the Sponsor.**

(a) The Sponsor is permitted and authorized to remove specimen trees in the tree removal areas designated on Exhibit C attached hereto, which is incorporated herein by reference as fully as if set forth herein verbatim. However, the Sponsor covenants and agrees that in no event shall the total diameter of all specimen trees removed materially exceed 13,650 inches. The Sponsor and the County agree that in lieu of the tree mitigation fee that would be payable pursuant to the County’s Development Code, the Sponsor shall pay the sum of one hundred thousand and 00/100 dollars (\$100,000) to the County upon the issuance of the building permit, which will be used by the County for purposes which are suitable to the County.

**ARTICLE III  
COMMENCEMENT AND COMPLETION OF THE PROJECT**

**Section 3.1. The Project.** The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

**Section 3.2. Diligent Completion.** The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

**ARTICLE IV  
PAYMENTS IN LIEU OF TAXES**

**Section 4.1. Special Source Revenue Credit.** The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a SSRC, in reimbursement of

<sup>1</sup> The Development Standards Ordinance as of the date of this Fee Agreement requires that a solar energy project:

“Submit and maintain an updated facility decommission plan. The latest facility decommission plan shall be recorded in the county's clerk of courts office.

An applicant must include a decommissioning plan that describes the anticipated life of the solar energy system. Following a continuous six (6) month period in which no electricity is generated, the permit holder will have six (6) months to complete decommissioning of the solar energy system. Decommissioning includes removal of solar panels, buildings, cabling, electrical components and any other associated facilities below grade as described in the decommissioning plan. No later than thirty (30) days following the sixth (6th) anniversary of the operation date of the solar energy system, the owner of the solar energy system must provide Beaufort County with a \$50,000 surety or performance bond to be maintained by the solar energy system owner or subsequent owner(s) until the solar energy system is decommissioned. Prior to the issuance of any electrical permit, the owner of the solar energy system must submit a notarized affidavit acknowledging the above decommissioning obligations. Decommissioning Plan must be passed by conveyance to successive owner(s).”

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investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability equal to an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2 (but excluding any FILOT Payments due under Section 4.1(d) or Section 4.2(d) hereof), minus the Net FILOT Payment. Additionally, the County hereby grants to the Sponsor, and the Sponsor hereby accepts from the county an additional SSRC to be applied to its annual fee-in-lieu of taxes liability equal to an amount equal to any County business license fees in excess of \$7,500 per year.

(a) The SSRC shall be effective starting with the first Net FILOT Payment due hereunder and shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate and machinery and equipment in connection with the Project, and any other expenditures authorized by Section 4-29-68 of the Code.

(b) In order to receive the SSRC on the Non-Qualifying Property, the Sponsor agrees to waive the tax exemptions that otherwise may be applicable if the Non-Qualifying Property were subject to ad valorem taxes, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(c) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Company shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year (excluding any FILOT Payments due under Section 4.1(d) or Section 4.2(d) hereof, which shall also be due). Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Law of South Carolina 1976, as amended, as allowed under the FILOT Act.

(d) In the event (i) the Sponsor willfully terminates this Fee Agreement for any reason except in the event of a Force Majeure as defined in section 5.10 herein, (ii) the County terminates this Fee Agreement due to a default hereunder by the Sponsor, subject to cure rights, or (iii) the Sponsor fails to make the Project Commitment by the end of the Investment Period, then, upon demand by the County in writing, the Sponsor shall pay to the County the difference between the total FILOT Payments actually paid during the term of the Fee Agreement and the amount which would have been due had the property been subject to FILOT Payments determined under Section 4.2 (Steps 1-3 only) less a SSRC of sixty-five percent (65%) for each year in which a FILOT Payment was to be made with statutory interest on such amount calculated pursuant to Section 12-54-25 of the Code of Laws of South Carolina 1976, as amended. Payments made under Section 4.1(e) of this Fee Agreement shall be considered as having been made for purposes of applying this Section 4.1(d), whether that results in a positive or negative increase to the payment due under this Section 4.1(d). In the event that Section 4.1(d)(iii) is triggered but the Fee Agreement remains in effect, all future FILOT Payments due hereunder shall be calculated in accordance with Section 4.2 (Steps 1-3 only) less a SSRC of sixty-five percent (65%), in lieu of the SSRC described in the first paragraph of this Section 4.1.

(e) The Sponsor shall make Net FILOT Payments for each year in which a Power Purchase Agreement is in place. The Sponsor recognizes that the County offered the incentives described herein in reliance on the understanding that the initial Power Purchase Agreement applicable to the Project has a term of no less than 15 years. In the event of a termination of this Fee Agreement during the term of an applicable Power

Purchase Agreement, the Sponsor shall be responsible for the remainder of such payments, which shall be due and payable within ninety (90) days of termination of this Fee Agreement.

**Section 4.2. Negotiated FILOT Payments.**

(a) Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2023, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the SSRC. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

- Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 3: Use a millage rate of 273.06 mils, which is the combined millage rate applicable to the Project on June 30, 2019, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 4: Increase or decrease the calculated amounts determined in the previous Steps as described in Section 4.1 herein. The increase or decrease under Section 4.1 shall be shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

(b) The Sponsor agree to waive the benefits of any future legislative enactment that reduces property taxes available to solar farm property. If Sponsor claims any such benefits in addition to the benefits provided in this Fee Agreement, such action shall constitute an early termination of this Fee Agreement by Sponsor.

(c) In the event the Sponsor has not invested at least \$19,500,000.00 by the end of the Investment Period, the Sponsor shall owe the County retroactively the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and the payments in lieu of taxes required to be made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "**Retroactive Tax Payment**").

**Section 4.3. Payments in Lieu of Taxes on Replacement Property.** If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the "**Replacement Value**") is less than or equal to the original income tax basis of the Removed Components (the "**Original Value**") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.**

In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

**Section 4.5. Place and Allocation of Payments in Lieu of Taxes.** The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

**Section 4.6. Removal of Equipment.** The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, elect to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.

**Section 4.7. Damage or Destruction of Project.**

(a) *Election to Terminate.* Subject to Section 4.1(d) hereof, in the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Fee Agreement, and (ii) the Sponsor has not invested at least \$19,500,000.00 in the Project at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has invested at least \$19,500,000.00 in the Project within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elect not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

**Section 4.8. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by

condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of a significant portion of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not invested at least \$19,500,000.00 in the Project at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has invested at least \$19,500,000.00 in the Project within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 4.9. Merger of Sponsor with Related Party.** The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor.

**Section 4.10. Indemnification Covenants.** (a) The Sponsor shall and agrees to indemnify and save the County, its agents, officers, or employees harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the Fee Term, and the Sponsor further, shall indemnify and save the County harmless against and from all claims arising during the term of the Fee Agreement from (i) any condition of the Project, (ii) any breach or default on the part of the Sponsor in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of the Sponsor or any of its agents, servants, or employees on or with respect to the Project, (iv) any act of negligence of any assignee or sublessee of the Sponsor with respect to the Project, or of any agents, servants, or employees of any assignee or sublessee of the Sponsor with respect to the Project, or (v) any environmental violation, condition, or effect with respect to the Project. The Sponsor shall indemnify and save the County, its agents, officers, or employees harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid in connection with the Project or in connection with any action or proceeding brought thereon, and upon notice from the County, the Sponsor shall defend them or either of them in any such action, prosecution or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, or by reason of the performance of any act requested of it by the Sponsor, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employers should incur any such pecuniary liability, then in such event the Sponsor shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Sponsor shall defend them in any such action or proceeding.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the Closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

**Section 4.11. Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor and could thereby have a significant detrimental impact on the Sponsor’s employees and also upon the County. Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

**Section 4.12. Records and Reports.** The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “*Filings*”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate with respect to any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

The Sponsor shall make all required annual property tax/FILOT filings on the required PT-300 (or successor) form with the South Carolina Department of Revenue and shall cause copies of all such filings to be made with the County Auditor, Assessor, and Treasurer as required by Section 12-44-90 of the Act. Such filings shall be made on or before the due date for filing with the South Carolina Department of Revenue.

**Section 4.13. Payment of Administrative Expenses.** The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same.

**Section 4.14. Collection and Enforcement Rights of County.** The parties acknowledge that the County’s right to receive all payments hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, all payments due hereunder shall be considered a property tax. Prior to the due date of the first FILOT Payment hereunder, the Sponsor shall provide an irrevocable surety or performance bond or irrevocable letter of credit to secure the performance of its obligations hereunder, including but not limited to any payment obligations that may arise pursuant to Sections 4.1(d), 4.1(e), and 4.19. Coverage under

304671541.6

such surety or performance bond or irrevocable letter of credit shall be in at least the amounts set forth in Exhibit B. The surety or performance bond or irrevocable letter of credit shall be for the benefit of the County, and the issuer as well as the form and substance thereof must be agreeable to the County, as determined by the County Administrator, provided that consent may not be unreasonably withheld, conditioned, or delayed.

**Section 4.15. *Assignment and Subletting.*** This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

**Section 4.16. *County's Estoppel Certificates for Sponsor's Financing Transactions.*** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

**Section 4.17. *Sponsor's Continuing Obligations After Termination by Sponsor.*** In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act, and all other payments due hereunder.

**Section 4.18. *Events of Default.*** The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of sixty (60) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

**Section 4.19. *Remedies on Default.*** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement; or

(c) In the event of an Event of Default hereunder, if the Sponsor has not caused all solar panels on the Land to be removed within one hundred eighty (180) days, the County and its authorized employees, agents, and third party contractors shall have the right to enter upon the Land engage in a removal of all remaining solar panels from the Land.

**Section 4.20. Remedies Not Exclusive.** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

**Section 4.21. Decommission Costs.** Within six months of the first date upon which the Project produces electricity, Sponsor shall procure and deliver to the County a surety or performance bond or irrevocable letter of credit in the amount of \$50,000 or 125% of the estimated decommission costs associated with the Project, whichever is greater. The estimated decommissioning costs shall be determined by an engineer licensed to practice in South Carolina.

**ARTICLE V  
MISCELLANEOUS**

**Section 5.1. Notices.** Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:            Beaufort County, South Carolina  
   Attn: County Administrator  
   100 Ribaut Road  
   Beaufort, SC 29901  
   FAX: (843) 255-9403

WITH COPIES TO:            William R. Johnson  
   Haynsworth Sinkler Boyd, P.A.  
   1201 Main Street, Suite 2200  
   Columbia, SC 29201  
   FAX: (803) 765-1243

AS TO THE SPONSOR: Trask East Solar, LLC  
 c/o Southern Current, LLC  
 1634 Ashley River Road  
 Charleston, South Carolina 29407  
 ATTENTION: Greg S. K. Ness, General Counsel  
 (843) 277-2090

WITH COPIES TO: W. Ford Graham  
 K&L Gates LLP  
 134 Meeting Street, Suite 500  
 Charleston, South Carolina 29401  
 (843) 579-5600

**Section 5.2. *Binding Effect.*** This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 5.3. *Counterparts.*** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 5.4. *Governing Law.*** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

**Section 5.5. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 5.6. *Amendments.*** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

**Section 5.7. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 5.8. *Severability.*** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

**Section 5.9. *Limited Obligation.*** ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

**Section 5.10. Force Majeure.** Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, war or national emergency, or acts of God (each a “*Force Majeure*”).

**Section 5.11. Execution Disclaimer.** Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

*(Remainder of Page Intentionally Left Blank)*

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman and to be attested by the County Manager; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joe Passiment  
Chairman of County Council  
Beaufort County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Sarah W. Brock  
Clerk of County Council  
Beaufort County, South Carolina

SPONSOR:

Trask East Solar, LLC

\_\_\_\_\_  
By: Paul Fleury  
Its: Manager

**Exhibit A**

**Description of Real Estate**

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Beaufort, State of South Carolina, bearing Tax Map Parcel Number R100-020-000-119A-0000.

**Exhibit B**

**Minimum Coverage Amounts**

Coverage under the irrevocable surety or performance bond or irrevocable letter of credit issued pursuant to Section 4.14 shall be in the following minimum amounts.

Should a payment obligation under Section 4.1(d), 4.1(e) or 4.19 arise in the following year (with “Year 1” meaning the first year in which a FILOT Payment is due hereunder):

The minimum coverage for such year is:

Year	Bond Requirement
1	54,157
2	103,521
3	148,093
4	187,873
5	222,861
6	253,056
7	278,459
8	299,070
9	314,889
10	325,916
11	332,150
12	333,593
13	330,243
14	322,101
15	309,166
16	291,440
17	268,921
18	241,610
19	214,299
20	186,988
21	159,677
22	132,366
23	105,056
24	77,745
25	50,434
26	23,123

Exhibit C  
Tree Removal Area



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE TOWN OF BLUFFTON REGARDING THE SHARING OF RESPONSIBILITY OF MINIMUM CONTROL MEASURES

#### Council Committee:

County Council

#### Meeting Date:

June 8, 2020

#### Committee Presenter (Name and Title):

Neil Desai, P.E., Public Works Director

#### Issues for Consideration:

Minor changes between the current MOA and the proposed MOA removes site specific restrictions for water quality monitoring purposes and allows for granted flexibility provided both parties agree to any proposed changes. New MOA also provides less authoritative language and responsibility for enforcement for both parties in each other's jurisdiction.

#### Points to Consider:

Beaufort County and the Town entered into the current MOA on June 15th, 2017, and expires on June 15th, 2020.

#### Funding & Liability Factors:

N/A

#### Council Options:

Beaufort County options include entering into the proposed amended MOA or not to enter into the agreement.

#### Recommendation:

Staff recommends to enter into the MOA in order to continue to cooperate and coordinate the joint administration of the applicable Stormwater management ordinances.

**RESOLUTION 2020 / \_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE TOWN OF BLUFFTON REGARDING THE SHARING OF RESPONSIBILITY OF MINIMUM CONTROL MEASURES REQUIRED IN THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT REQUIREMENT FOR SOUTH CAROLINA PERMIT #SCR030000**

**WHEREAS**, South Carolina Department of Health and Environmental Control, designated portions of southern Beaufort County (“County”), South Carolina, and the Town of Bluffton (“Town”), as regulated by Small Municipal Separate Storm Sewer Systems (“SMS4”) under the National Pollution Discharge Elimination System (“NPDES”) General Permit #SCR030000 (the “General Permit”); and

**WHEREAS**, the General Permit outlines the six (6) Minimum Control Measures (“MCM”) that each regulated SMS4 must include as part of their stormwater program; and

**WHEREAS**, the General Permit Article 4.1.4 outlines the requirement to develop adequate legal authority to implement and enforce the SMS4’s Stormwater management program, which can include an interagency agreement; and

**WHEREAS**, the Parties previously entered into an Intergovernmental Agreement dated July 1, 2016 (“IGA”), to define and implement environmental initiatives related to protection of Southern Beaufort County Watersheds and other outstanding natural resources; and

**WHEREAS**, Article 7.02 of the IGA identifies that some aspects of NPDES’ SMS4 requirements will lend themselves to coordination and cooperation between the Parties and in such instances, coordination between the Parties shall be established by a separate written agreement (“MOA”); and

**WHEREAS**, the Parties are authorized to enter into a MOA by virtue of the provisions of Sections 4-9-10 and 4-9-41 of the South Carolina Code of Laws, 1976, as amended, and Article VIII, Section 13 of the South Carolina Constitution; and

**WHEREAS**, the County and the Town entered into a MOA dated June 15, 2017, which expires June 15, 2020; and

**WHEREAS**, the Parties have determined that in order to continue to cooperate and coordinate the joint administration of the applicable stormwater management ordinances and programs it is reasonable, necessary, and in the public interest and welfare to amend the terms of the MOA dated June 15, 2017, as provided for in the MOA attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, County Council finds that it is in the best interest of the citizens of Beaufort County for the County Administrator to execute the MOA as set forth in Exhibit A.

**NOW THEREFORE, BE IT RESOLVED**, that Beaufort County Council, in a meeting duly assembled, does hereby authorize the County Administrator to execute a Memorandum of Agreement with the Town of Bluffton regarding the sharing of responsibility of MCM required in the NPDES permit requirement for South Carolina permit #SCR030000.

**ADOPTED**, this \_\_\_ day of \_\_\_\_\_, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



**1. Recitals Incorporated.** The foregoing recitals are hereby incorporated as though fully set forth herein.

**2. County's Right to Jointly Support Town Stormwater Ordinance.** The Town hereby agrees and grants to the County and the County hereby acknowledges and accepts the non-exclusive right and authority to jointly administer the Town's duly adopted Unified Development Ordinance 2011-15, as amended, and any plans, programs, or corresponding ordinances adopted in accordance therewith, including but not limited to the Town's (i) Stormwater Management Plan, (ii) MCM 3: Illicit Discharge Detection and Elimination (IDDE) Program, (iii) MCM 4: Construction Site Runoff Control Program, (iv) MCM 5: Post-Construction Runoff Control Program; and, (v) Monitoring Plan (herein, collectively "Town's Stormwater Ordinances"), on all properties located within the municipal limits of the Town.

a. Right of Entry. Included in the County's right to jointly administer the Town's Stormwater Ordinances within the corporate limits of the Town is the right and authority to enter onto such property located within the Town to perform water quality sampling, conduct inspections, investigate potential violations and take such other actions as permitted by the Town's Stormwater Ordinances to the fullest extent granted to the Town.

b. Notifications. The County agrees to notify the Town within twenty-four hours of detecting any potential violation of the Town's Stormwater Ordinances within the corporate limits of the Town. The notification should include the location of the potential violation, the time and date of the potential violation, the type of potential violation, and any additional information that would be necessary or prudent for the Town to have in order to carry out enforcement proceedings. The County agrees to provide the Town with any information required for enforcement action prosecution or other action permitted under the Town's Stormwater Ordinances within 14 days, and agrees to produce County personnel in court, as necessary and upon adequate notice.

c. Town Documentation. The Town agrees to provide the County with access to any documentation or records that could assist the County in its joint administration of the Town's Stormwater Ordinances.

**3. Town's Right to Jointly Support County Stormwater Ordinance.** The County hereby agrees and grants to the Town and the Town hereby acknowledges and accepts the non-exclusive right and authority to jointly administer the County's duly adopted Stormwater Ordinance 2016/38, as amended, and any plans, programs, or corresponding ordinances adopted in accordance therewith, including but not limited to the County's (i) Stormwater Management Plan, (ii) MCM 3: Illicit Discharge Detection and Elimination (IDDE) Program, (iii) MCM 4: Construction Site Runoff Control Program, (iv) MCM 5: Post-Construction Runoff Control Program; and, (v) Monitoring Plan (herein, collectively "County's Stormwater Ordinances"), on all properties located within the territorial jurisdiction of the County.

a. Right of Entry. Included in the Town's right to jointly administer the County's Stormwater Ordinances within the territorial jurisdiction of the County is the right and authority to enter onto such property located within the County to perform water quality sampling, conduct inspections, investigate potential violations and take such other actions as permitted by the County's Stormwater Ordinances to the fullest extent granted to the County.

b. Notifications. The Town agrees to notify the County within twenty-four hours of detecting any potential violation of the County's Stormwater Ordinances within the territorial jurisdiction of the

County. The notification should include the location of the potential violation, the time and date of the potential violation, the type of potential violation, and any additional information that would be necessary or prudent for the County to have in order to carry out enforcement proceedings. The Town agrees to provide the County with any information required for enforcement action prosecution or other action permitted under the County's Stormwater Ordinances within 14 days, and agrees to produce Town personnel in court, as necessary and upon adequate notice.

c. County Documentation. The County agrees to provide the Town with access to any documentation or records that could assist the Town in its joint administration of the County's Stormwater Ordinances.

**4. Joint Monitoring. Monitoring Components.** The Parties will meet components of their Monitoring Plans, as established pursuant to their Stormwater Ordinances and policy documents, through this Agreement as follows:

a. Monitoring locations, parameters, sampling frequency, and flow data will be determined by both Parties and samples will be collected in accordance with both Parties' Monitoring Plans. Every effort will be made to establish locations and parameters that align with both Parties' Monitoring Plans.

b. All water quality data collected by either Party related to or for the New, May, Okatie and Colleton River watersheds will be shared through the University of South Carolina Beaufort's Water Quality Laboratory.

c. Neither Party will incur any fees to the other in regard to this joint monitoring plan.

**5. Miscellaneous.**

a. Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

b. Amendments. Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered without the prior written consent of both Parties hereto.

c. Scope of Agreement. This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

d. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

e. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

g. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or sections of this Agreement.

h. No Partnership. The Parties hereto intend only to provide for the provision of the services described herein and affirmatively state that no master-servant, principal-agent, employer-employee relationship is created by this Agreement. No employee, volunteer, contractor, agent, or subagent, shall be considered an employee or agent of the other party for any purpose whatsoever, and none shall have any status, right or benefit of employment with the other.

i. No Third Party Beneficiaries. The Parties hereto affirmatively represent that this Agreement is made solely for the benefit of the County and the Town and is not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

**6. Term.** The term of this Agreement shall be from the date first stated above for a period of five (5) years. The Agreement will be reviewed by the Parties annually to determine funding availability for the upcoming year. This Agreement can be extended for additional five (5) year periods upon the mutual agreement of the Parties. This Agreement may not exceed two (2) additional renewals.

**7. Termination for Convenience.** The County and the Town shall have the right to terminate this Agreement for convenience upon sixty (60) days written notice.

**8. Notice.** All notices required to be given under the terms of this Agreement shall be in writing and either (i) served personally during regular business hours; (ii) served by e-mail; or, (iii) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices upon the Parties shall be served as follows:

TO THE TOWN:                      Town of Bluffton Engineering Department  
Attn: Watershed Management Division  
Post Office Box 386  
Bluffton, South Carolina 29910  
E-Mail: [kjones@townofbluffton.com](mailto:kjones@townofbluffton.com)

TO THE COUNTY:                      Beaufort County, South Carolina  
Attn: Stormwater Division  
Post Office Drawer 1228  
Beaufort, South Carolina 29902  
E-Mail: [wstormwater@bcgov.net](mailto:wstormwater@bcgov.net)

*(Signature Page to Follow)*

**IN WITNESS WHEREOF**, the Parties hereto have affixed their signature hereto the date first written hereinabove.

**BEAUFORT COUNTY**

**TOWN OF BLUFFTON**

By: \_\_\_\_\_  
Ashley M. Jacobs  
*County Administrator*

By: \_\_\_\_\_  
Marc Orlando  
*Town Manager*



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

reappointment for Disability and Special Needs

**Council Committee:**

Community Services

**Meeting Date:**

June 8, 2020

**Committee Presenter (Name and Title):**

**Issues for Consideration:**

reappointment of Gardenia Simmons-White

**Points to Consider:**

**Funding & Liability Factors:**

none

**Council Options:**

Approve, Modify, Reject

**Recommendation:**



**Beaufort County Disabilities and Special Needs Department**  
**100 Clear Water Way**  
**Beaufort, SC 29906**  
**Telephone: (843) 255-6300 Fax: (843) 255-9417**

October 25, 2019

Mr. D. Paul Sommerville, Chairman  
Beaufort County Council  
P. O. Drawer 1228  
Beaufort, SC 29901-1228

Re: Reappointment to: Disabilities and Special Needs Advisory Board

Dear Mr. Sommerville:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Disabilities and Special Needs Advisory Board, effective February 2020.

Sincerely,

Gardenia Simmons-White



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Lady's Island Fire District Reappointments

**Council Committee:**

Community Services

**Meeting Date:**

June 8, 2020

**Committee Presenter (Name and Title):**

**Issues for Consideration:**

Reappointment of :

1. Melinda M. Ellis
2. Pat Harvey-Palmer

**Points to Consider:**

**Funding & Liability Factors:**

none

**Council Options:**

Approve, Modify, Reject

**Recommendation:**



LADY'S ISLAND – ST. HELENA FIRE DISTRICT  
146 LADY'S ISLAND DRIVE  
BEAUFORT, SOUTH CAROLINA 29907  
PHONE: 843-525-7692



Item 19.

BRUCE KLINE, CHIEF

MELINDA ELLIS, CHAIRWOMAN

May 6, 2020

Mr. Joseph Passiment, Chairman  
Beaufort County Council  
P.O. Brawer 1228  
Beaufort, SC 29901-1228

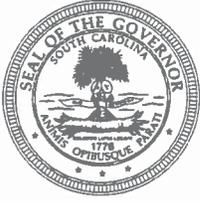
Re: Reappointment to the Lady's Island - St. Helena Fire District Commission

Dear Mr. Passiment:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Board, effective May 15, 2020.

Sincerely,

Melinda Ellis



Office of the Governor  
State of South Carolina

Application for Boards, Commissions, and Committees

Your nomination **will not** be complete until this application is filed with the Office of the Governor,  
Attn: Madison Walker, 1205 Pendleton Street, Columbia, South Carolina 29201.

1] Your Name:

Dr./Mr./Mrs./Ms. Ellis Melinda M.  
Last First Middle

2] Name of Board, Commission, or Committee you are being considered for:

Lady's Island - St. Helena Fire District

3] Your Current Address, City, Zip Code and County:

Your Congressional District: 1

[Redacted Address]

4] Home Telephone: [Redacted] 5] Office Telephone: 525-5101 6] Fax: \_\_\_\_\_

7] Mobile Telephone: [Redacted] 8] Email Address: [Redacted]

9] Drivers License # [Redacted] 10] Social Security #: [Redacted]

11] Voter Registration # [Redacted] 12] Date of Birth: [Redacted]

13] Race: Caucasian 14] Sex: Male / Female

15] Level of Educational Background Completed:

- Some High School \_\_\_\_\_
- High School graduate or equivalence (G.E.D.) \_\_\_\_\_
- Some College \_\_\_\_\_
- College graduate ADN 1997
- Professional degree (please specify) \_\_\_\_\_

16] Present Employer Beaufort Memorial Hospital

Address [Redacted]

Current Position [Redacted]

17] Years of residence in South Carolina: 51 years

18] Have you ever been arrested for a crime other than a minor traffic violation? NO If so, give details.\*

- 19] Have you filed state and federal income tax returns for the past five years? yes If not, give details.\*
- 20] Are you or any company in which you have a controlling interest delinquent in any local, state or federal taxes? no If so, give details.\*
- 21] Have you ever defaulted on any state or federal student loan? no If so, give details.\*
- 22] Have you been treated for any alcohol, drug addiction, or substance abuse for the preceding five years? no  
If so, give details.\*
- 23] Have you been party (plaintiff or defendant) in any state or federal litigation for the preceding five years? no  
If so, give details.\*
- 24] Have you ever served in the military? no  
Were you honorably discharged? \_\_\_\_\_ If not, give details.\*
- 25] Have you ever been terminated from employment for cause? no If so, give details.\*
- 26] Have you or any employer in the preceding ten years been investigated, reprimanded, fined, or suspended for doing business with any state or federal agency? no If so, give details.\*
- 27] Have you ever been disciplined or fined by the State Ethics Commission? no If so, give details.\*
- 28] Have you ever been disciplined or fined by any professional or regulatory agency? no If so, give details.\*
- 29] Do you serve on any local or state board, commission, committee, or elected office? yes If so, list.\*  
Lady's Island - St. Helena Fire District
- 30] Are you a registered lobbyist in the State of South Carolina? no
- 31] Do you or any member of your immediate family receive any income, compensation or benefits from state and local agencies in South Carolina? no If so, give details.\*
- 32] Do you or any member of your immediate family have any interest in any business that has, is, or will do business with the State of South Carolina or the entity for which you are applying? no If so, give details.\*
- 33] Are you or any member of your immediate family associated with any business regulated by the entity to which you are applying? no If yes, give details.\*

34] Have you or any member of your immediate family sold, leased, or rented personal property to any state or local public agency in South Carolina? NO If so, please identify \*:

- a) the type of property,
- b) the name of the agency(s) involved,
- c) the value of the transaction(s).

35] Do you or any member of your immediate family owe a debt in excess of \$500 to any creditor regulated by the entity to which you are applying? NO If so, give details.\* (Do not disclose debt promised or loaned by a bank, savings and loan or other licensed financial institution.)

36] Do you or any member of your immediate family owe a debt in excess of \$500 to any creditor seeking a business relationship with the entity for which you are applying? NO If so, give details.\* (Do not disclose debt promised or loaned by a bank, savings and loan or other licensed financial institution.)

37] Do you or any member of your immediate family receive compensation from any individual or business that contracts with the entity for which you are applying? NO If yes, please identify \*:

- a) the individual or business,
- b) the amount of compensation paid to you,
- c) the nature and amount of the contract,
- d) the governmental entity involved.

38] I, Melinda M. Ealin, agree that, if I am appointed to the Lady's Isl. - St. Helena Fire District I will attend all stated or called meetings of this entity. If I am absent from three consecutive meetings, or if I am absent from half of the meetings within a six-month period, then I will resign my appointment. However, if the Chairperson excuses my absence prior to the meeting, in recognition of circumstances beyond my control (illness, family emergency, etc.), then I am entitled to retain my position.

\*Use extra sheet if necessary.

**CERTIFICATION OF APPLICANT**

Personally appeared before me, the applicant, who being duly sworn, disposed, and says that all his/her statements are true, accurate and complete: and that he/she knows and agrees that any misrepresentation or omission of the facts may result in his/her being disqualified or being discharged should he/she already be appointed by the Governor. He/she authorizes the State Law Enforcement Division to conduct a background investigation including, but not limited to, a criminal history, driving record and credit check. He/she also authorizes the Governor's Office to provide the nominating authorities with copies of this application, the criminal history and credit report and any other information gathered in processing this appointment.

Melinda M. Ealin  
Applicant's Signature

Sworn and subscribed before me this 7<sup>th</sup> day of May, Two Thousand and 20.

Amanda Demitrov  
Notary Public for South Carolina

My commission expires 12/31/2025





LADY'S ISLAND – ST. HELENA FIRE DISTRICT  
146 LADY'S ISLAND DRIVE  
BEAUFORT, SOUTH CAROLINA 29907  
PHONE: 843-525-7692



Item 19.

BRUCE KLINE, CHIEF

MELINDA ELLIS, CHAIRWOMAN

May 6, 2020

Mr. Joseph Passiment, Chairman  
Beaufort County Council  
P.O. Brawer 1228  
Beaufort, SC 29901-1228

Re: Reappointment to the Lady's Island - St. Helena Fire District Commission

Dear Mr. Passiment:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Board, effective May 15, 2020.

Sincerely,

Pat Harvey-Palmer



Office of the Governor  
State of South Carolina

Application for Boards, Commissions, and Committees

Your nomination **will not** be complete until this application is filed with the Office of the Governor,  
Attn: Madison Walker, 1205 Pendleton Street, Columbia, South Carolina 29201.

1] Your Name:

Dr./Mr./Mrs./Ms. PALMER PATRICIA HARVEY -  
Last First Middle

2] Name of Board, Commission, or Committee you are being considered for:

LADY'S ISLAND - ST. HELENA FIRE DISTRICT

3] Your Current Address, City, Zip Code and County:

Your Congressional District: 02

[Redacted Address]

4] Home Telephone: N/A 5] Office Telephone: \_\_\_\_\_ 6] Fax: \_\_\_\_\_

7] Mobile Telephone: [Redacted] 8] Email Address: [Redacted]

9] Drivers License # [Redacted] 10] Social Security #: [Redacted]

11] Voter Registration # [Redacted] 12] Date of Birth: [Redacted]

13] Race: WHITE 14] Sex: Male / Female

15] Level of Educational Background Completed:

- Some High School \_\_\_\_\_
- High School graduate or equivalence (G.E.D.) \_\_\_\_\_
- Some College 1/2 YEAR
- College graduate \_\_\_\_\_
- Professional degree (please specify) \_\_\_\_\_

16] Present Employer SELF - REAL ESTATE BROKER

Address [Redacted]

Current Position OWNER, BROKER - IN - CHARGE OF HOMETOWN REALTY

17] Years of residence in South Carolina: 42 YEARS

18] Have you ever been arrested for a crime other than a minor traffic violation? NO If so, give details.\*

- 19] Have you filed state and federal income tax returns for the past five years? YES If not, give details.\*
- 20] Are you or any company in which you have a controlling interest delinquent in any local, state or federal taxes? NO If so, give details.\*
- 21] Have you ever defaulted on any state or federal student loan? NO If so, give details.\*
- 22] Have you been treated for any alcohol, drug addiction, or substance abuse for the preceding five years? NO  
If so, give details.\*
- 23] Have you been party (plaintiff or defendant) in any state or federal litigation for the preceding five years? NO  
If so, give details.\*
- 24] Have you ever served in the military? NO  
Were you honorably discharged? N/A If not, give details.\*
- 25] Have you ever been terminated from employment for cause? NO If so, give details.\*
- 26] Have you or any employer in the preceding ten years been investigated, reprimanded, fined, or suspended for doing business with any state or federal agency? NO If so, give details.\*
- 27] Have you ever been disciplined or fined by the State Ethics Commission? NO If so, give details.\*
- 28] Have you ever been disciplined or fined by any professional or regulatory agency? NO If so, give details.\*
- 29] Do you serve on any local or state board, commission, committee, or elected office? YES If so, list.\*  
THE LADY'S IS. ST. HELENA  
FIRE DISTRICT
- 30] Are you a registered lobbyist in the State of South Carolina? NO
- 31] Do you or any member of your immediate family receive any income, compensation or benefits from state and local agencies in South Carolina? NO If so, give details.\*
- 32] Do you or any member of your immediate family have any interest in any business that has, is, or will do business with the State of South Carolina or the entity for which you are applying? NO If so, give details.\*
- 33] Are you or any member of your immediate family associated with any business regulated by the entity to which you are applying? NO If yes, give details.\*

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- a) the type of property,
- b) the name of the agency(s) involved,
- c) the value of the transaction(s).

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36] Do you or any member of your immediate family owe a debt in excess of \$500 to any creditor seeking a business relationship with the entity for which you are applying? NO If so, give details.\* (Do not disclose debt promised or loaned by a bank, savings and loan or other licensed financial institution.)

37] Do you or any member of your immediate family receive compensation from any individual or business that contracts with the entity for which you are applying? NO If yes, please identify \*:

- a) the individual or business,
- b) the amount of compensation paid to you,
- c) the nature and amount of the contract,
- d) the governmental entity involved.

38] I, PATRICIA R. HARVEY PALMER agree that, if I am appointed to the LADY'S IS. ST. HELENA FIRE DISTRICT, I will attend all stated or called meetings of this entity. If I am absent from three consecutive meetings, or if I am absent from half of the meetings within a six-month period, then I will resign my appointment. However, if the Chairperson excuses my absence prior to the meeting, in recognition of circumstances beyond my control (illness, family emergency, etc.), then I am entitled to retain my position.

\*Use extra sheet if necessary.

**CERTIFICATION OF APPLICANT**

Personally appeared before me, the applicant, who being duly sworn, disposed, and says that all his/her statements are true, accurate and complete: and that he/she knows and agrees that any misrepresentation or omission of the facts may result in his/her being disqualified or being discharged should he/she already be appointed by the Governor. He/she authorizes the State Law Enforcement Division to conduct a background investigation including, but not limited to, a criminal history, driving record and credit check. He/she also authorizes the Governor's Office to provide the nominating authorities with copies of this application, the criminal history and credit report and any other information gathered in processing this appointment.

*Patricia R. Harvey Palmer*  
Applicant's Signature

Sworn and subscribed before me this 10<sup>th</sup> day of May, Two Thousand and 20.

*Amanda Smith*  
Notary Public for South Carolina

My commission expires 12/31/2025





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## BEAUFORT COUNTY COUNCIL

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### 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



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Ordinance Revision - Establishing Solid Waste and Recycling Enterprise Fund

#### Council Committee:

County Council Meeting May 11, 2020

#### Meeting Date:

County Council - May 11, 2020

#### Committee Presenter (Name and Title):

Dave Wilhelm, Assistant County Administrator for Public Works and Sustainability; Chris Inglese, Deputy Administrator; Gary Pope, Pope Flynn LLC

#### Issues for Consideration:

First reading of proposed 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.

#### Points to Consider:

Public Facilities Committee approved April 20, 2020 with unanimous vote. The proposed Solid Waste and Recycling budget would be the same whether it is part of the General Fund or as a separate fee. The fee would be assessed to all residential Beaufort County property owners. Tischler Bise has been retained to provide fee study. Fee proposal will be provided prior to the 3rd and final reading.

#### Funding & Liability Factors:

Establishment of the Enterprise Fund will remove an estimated \$9.3 million dollars out of the FY21 General Fund budget and into a Fund limited to solid waste management activities.

#### Council Options:

Approve first reading or send proposal back to Committee

#### Recommendation:

Approve first reading



## Memorandum

DATE: May 6, 2020

TO: County Council and Ashley M. Jacobs, County Administrator;

Cc: David Wilhelm, Cindy Carter, Kurt Taylor

FROM: Gary T. Pope Jr., Esquire; Christopher S. Inglese, Deputy Administrator

SUBJECT: Solid Waste and Recycling Enterprise System Ordinance

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### Background

Currently before Beaufort County Council for first reading is a proposed 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 “*Proposed Ordinance*”). The Proposed Ordinance will provide for and authorize the establishment of the Solid Waste and Recycling Enterprise System (as defined in the Proposed Ordinance) of the County and the imposition of service fees to finance the operational and capital requirements related to the County’s solid waste and recycling programs.

### Revisions from Public Facilities Committee to First Reading

The first reading draft of the Proposed Ordinance incorporates changes from the version included in the initial meeting package for the Public Facilities Committee, and while certain of these revisions were discussed briefly at the Public Facilities Committee, a brief description of each change from the version initially submitted to the Public Facilities Committee is provided below:

Section	Description of Revision
5 <sup>th</sup> Whereas Cause	Revision reflects that fees may be in tiered amounts.
6 <sup>th</sup> Whereas Clause	Revision reflects that the measurement period should be the immediately preceding fiscal year
Section 2(A) (§ 62-1(a))	Revision addresses planned exclusion of commercial and industrial users, and sets forth the rational basis for excluding such classes of users currently and for potentially adding them at a later date.
Section 2(B) (§ 62-1(b))	Revisions responsive to comments received from committee members and municipal representatives—paragraph recast to

reflect how and where disposal service shall be provided. Clarifies that non-disposal service may only be provided within a municipality in accordance with Section 4-9-40 of the South Carolina Code.

Section 2(C) (§ 62-6(b))

Revisions responsive to comments received from committee members and municipal representatives make clear that the County will not be providing any service municipal residents receive and are paying for through their respective municipalities. Clarifies that non-disposal solid waste and recycling services may be offered in the future at the discretion of County Council. Provides illustrative examples of fee payors and illustrative examples of potential exemptions.

DRAFT

**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 ~~ended June 30, 2019~~, 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 ~~fees~~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.

~~These provisions shall be applicable within the County and all County-owned solid waste facilities, including County solid waste facilities located within the boundaries of any municipality. The County may provide solid waste and recycling services within municipalities by contract in accordance with Section 4-9-40 of the Code of Laws of South Carolina 1976, as amended; provided, however, that the County shall not provide a competing service with a municipality without the consent of the governing body thereof.~~ 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. 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. ~~Solid~~ 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 ~~provided~~ imposed within the corporate limits of a municipality in the County by contract with an individual, corporation or municipal governing body ~~;~~ ; ~~provided, however, that where such service is being provided by the municipality or has been budgeted or funds have been applied for, such service may not be rendered without the permission of the municipal governing body, and uniform residential solid waste fee shall not be imposed within such municipality~~ 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.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, 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. 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.

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

# ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

## **Brock, Sarah**

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**From:** Ellena <idapearl@aol.com>  
**Sent:** Monday, June 8, 2020 10:41 AM  
**To:** Brock, Sarah  
**Subject:** face coverings

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.

Is it possible to make it mandatory for store, super market, restaurant employees to wear face coverings? It's bad enough that people who enter these places don't wear face coverings, but when employees don't , it's disgraceful. Too many people think it's a sign of weakness to wear a face covering, or they have no consideration for those who are vulnerable. (like me, an 85 year old asthmatic who only goes out to get bare necessities or pick up my prescriptions.) Why don't pharmacies deliver?

**Brock, Sarah**

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**From:** Jacobs, Ashley  
**Sent:** Sunday, June 7, 2020 3:44 PM  
**To:** Passiment, Joseph; Sommerville, Paul; Hervochoon Chris; McElynn, Lawrence; Flewelling, Brian; Glover, York; Howard, Alice G.; Lawson, Mark; Dawson, Gerald; Covert, Michael; Rodman, Stewart  
**Cc:** Brock, Sarah; Harris, Cheryl  
**Subject:** Information for Second Reading of FY21 Budget Ordinance

Good afternoon,

If there's interest in funding any of the items that were removed from the FY21 budget, please see the slide below from our May 14 budget work session. If these changes were made in Solid Waste, you would have \$730,000 available to reallocate.

The following changes could be made that would result in substantial savings:

Discontinue acceptance of C&D items at convenience sites	\$400,000
Discontinue acceptance of yard waste at convenience sites	\$230,000
Discontinue acceptance of latex paint waste at convenience sites	<u>\$100,000</u>
	730,000

Also, as a reminder, these are the items that have been removed and are not currently funded for FY21:

Sheriff's Department

Security Cameras/key fobs	\$200,000
3 New Traffic Management Cameras	\$195,000
5 Flashing Beacons	\$160,000
2 Highway Advisory Radios	\$114,000
Resurface Shooting Range	\$30,000
Repairs to Equipment	\$7,600
Special Operations Division Data Equip.	\$30,000
Enforcement Division Vehicle	\$24,000
Traffic Management Vehicle	\$44,000
11 Vehicles (replacements)	\$419,322

Hilton Head Parks

Park Maintenance for parks owned by TOHHI	\$141,415
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Hilton Head Island Recreation (reduction)	\$140,000
<u>Hilton Head Convenience Center</u>	
Six months of operating - transfer to TOHHI/close	\$397,250
<u>Hilton Head Roads</u>	
Annual Maintenance	\$55,000
New Equipment	\$2,005,801
New Personnel	\$1,291,827
Training	\$200,555
IT upgrades	\$709,430

Best regards,

Ashley Jacobs  
County Administrator  
Beaufort County  
(843) 255-2023

## **Brock, Sarah**

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**From:** pwilson@islc.net  
**Sent:** Monday, June 8, 2020 7:20 PM  
**To:** Brock, Sarah  
**Subject:** County Council Agenda Item 13 (FY 2021 Operating Budget)

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.

06/08/2020

To: County Council

From: City of Beaufort Resident

Subject: County Council Agenda Item 13 (FY 2021 Operating Budget)

I would like to thank County Council and County Staff for all the efforts to reduce spending of tax dollars, especially in our current challenging times. As a resident of the City of Beaufort, I have been paying for curve side pick-up for over 20 years. My payments are included in my Beaufort Jasper Water & Sewer Authority bills. I know that the Town of Hilton Head Island owns a convenience center that the County has been operating at the expense of all County Taxpayers. I am in favor of the County turning these expenses over to the Town. I do not live near a convenience center so I have to travel out of my way when I need to dispose of yard debris, white good items, special collection items, etc.; but I do appreciate that the County has specified locations for these disposal needs. Sometimes, we citizens have to be inconvenienced a little for the greater good of the whole.

Thank you,

Mrs. Wilson

## Brock, Sarah

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**From:** Peaceful Protest <peacefulprotestbeaufort@gmail.com>  
**Sent:** Monday, June 8, 2020 5:31 PM  
**To:** Brock, Sarah  
**Subject:** County Council

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.

♥ What is your definition of social justice? equity, access, participation and rights for all human beings

♥ How does your definition relate to education? All children have a right to be taught by teachers who sincerely try to create learning communities where students are encouraged to be true to themselves and where sharing and exposing students to as many perspectives as possible in a way that is neutral, fair, and inclusive is promoted

♥ What can our county council do to empower educators to empower students to truly make Beaufort a better place? Encourage educators to create curricula that teaches students how to be active participants in their learning and community and how to engage in civic responsibilities in ways that are current and practical

Susan Brown

## Brock, Sarah

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**From:** Peaceful Protest <peacefulprotestbeaufort@gmail.com>  
**Sent:** Monday, June 8, 2020 5:30 PM  
**To:** Brock, Sarah  
**Subject:** County Council

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.

♥What is your definition of social justice-Social justice is equality, true equality. The same opportunities, pay, treatment and experiences by all, regardless of color, creed, gender, socioeconomic status, age, education, etc. Equal treatment that is not clouded by bias, judgement and/or preconceived notions. That's not to say that some will naturally achieve and some may not, that some will make more money than others and people will have different experiences...but it IS to say that ALL people should be at least given an equal opportunity and then what they do with it will come to pass with time.

♥How does your definition relate to education-Because we all have our own, personal bias (something that we ALL have to acknowledge, dismantle and understand) we have to openly and actively work toward understanding why we think the way we think, why we respond in the manners that we do, why are we often times reactive as opposed to proactive and take a long hard look at how we can better support our students for what it is THEY need, not what we THINK it is they might need. It's not about us, it's about listening and understanding out students, their backgrounds, their points of view and perspectives, and educate ourselves to better align our support and teaching, to support the student and their needs.

♥What can our county council do to empower educators to empower students to truly make Beaufort a better place? We must get more strong, diverse educators into schools. We must provide educators with better training to discuss difficult issues like white privilege, personal bias, we must better understand how poverty, socio-economic issues and race are still HUGE factors in today's society/school. We need better opportunities for race relations in the form of county-wide professional development. There is a lot of distrust and a lot of people acting/thinking badly while hiding behind the guise of prominent titles and power positions. I have learned to become less trusting...we need to ACT, not talk. We have to do better. Racism is alive and well.

Resources: <https://www.yesmagazine.org/.../my-white-friend-asked.../...> <https://bookshop.org/lists/antiracist-reading-list...> A Day in the Life of a Person of Color:

I've had to spend a lot of time in my life making sure white people are comfortable/not threatened by me - smile, make eye contact, turn your car radio down at stop lights, don't follow too close on sidewalks, keep my hands out and visible and don't dig for my phone in my purse while shopping and make sure to wear nice clothes if going to fancy stores or making a big purchase, don't get too loud or too angry even if the situation warrants, the list goes on and on. I wanted to scream and list off my accomplishments and credentials to that woman who looked right at me and moved her purse to her other side when I walked in the Subway restaurant, to the one who called the police on me when I was walking in a neighborhood where she didn't think I belonged, to the man who ignored me and helped 4 other white customers in the fancy watch store where I would have spent a lot of money, to the ones who speak to me on the phone and then meet me in person with a startled "oh!," to the countless micro aggressors who make sure I know I am an other. I want to scream my blackness is not a threat.

Elizabeth Hargrove

## Brock, Sarah

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**From:** Peaceful Protest <peacefulprotestbeaufort@gmail.com>  
**Sent:** Monday, June 8, 2020 5:29 PM  
**To:** Brock, Sarah  
**Subject:** County Council

**[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.**

1. Social justice is justice that is equal for all and is not bias whatsoever. No matter your race, background, gender, financial situation, it's equal.
2. There needs to be a higher importance placed on learning the history of blacks/people of color and the contributions they have made to America since the beginning. Also, do NOT water down topics such as slavery and segregation . Teach the full story in the hopes that history will not continue to repeat itself.
3. Stop unnecessarily building schools and start building up our existing schools. If you don't know how to do that then talk to [Chad Cox](#) he had done an AMAZING job! The Leader In Me program seems to be a good move.

Kimani Carpenter-Brown

## **Brock, Sarah**

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**From:** Peaceful Protest <peacefulprotestbeaufort@gmail.com>  
**Sent:** Monday, June 8, 2020 4:50 PM  
**To:** Brock, Sarah  
**Subject:** peaceful protesters emails to be read at meeting

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.

Hello Sarah,

I have forwarded several email messages that have been sent to our email address in regards to the peaceful protest and the issues that we are protesting for.

Thank you for your time,

Nakeisha Thompson on behalf of Founder, Tim Garvin

## Brock, Sarah

---

**From:** Peaceful Protest <peacefulprotestbeaufort@gmail.com>  
**Sent:** Monday, June 8, 2020 4:33 PM  
**To:** Brock, Sarah  
**Subject:** Fwd: Peaceful Protest Beaufort - Educator

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.

----- Forwarded message -----

**From:** Rosalyn Kriner <[rmkriner@gmail.com](mailto:rmkriner@gmail.com)>  
**Date:** Sun, Jun 7, 2020 at 11:57 PM  
**Subject:** Peaceful Protest Beaufort - Educator  
**To:** <[peacefulprotestbeaufort@gmail.com](mailto:peacefulprotestbeaufort@gmail.com)>

To whom it may concern -

My name is Rosalyn Kriner. I am an 8th grade ELA teacher at Robert Smalls International Academy in Beaufort, SC.

♥What is your definition of social justice?

As a practicing Unitarian Universalist, my spirituality tells me that there is human worth and dignity in every person ... and, to me, actively acting on that concept is social justice. We are all connected together no matter what color or creed by our humanity, so we must make sure that everything we do is equal and distributed fairly amongst all of us. We are only as strong as the resources we share and the ways that we treat others. It is not enough to share resources, though. We must eliminate the barriers that have been created in order to limit the progression and potential of our brothers and sisters of color. Redlining, generational poverty, police brutality - we have to destroy it all. There is no place for any of those things in Beaufort County or the world.

♥How does your definition relate to education?

My definition of social justice relates to education regarding educational inequalities ... I'm going into my 7th year of teaching and I have seen the lack of resources in the communities where I have taught. I've been in big schools and small schools (in FL, GA, and SC.) I have seen the harm done when there is lack of access to a school nurse, lack of SEL (emotional regulation) resources, lack of educational materials/adequate books, lack of culturally appropriate disciplinary actions. Our children are experiencing what they deem "achievement gaps" when in reality it is the result of inadequate, unequal funding for programs.

♥What can our county council do to empower educators to empower students to truly make Beaufort a better place?

We really need to put a focus on the mental health and emotional regulation factors that are culturally appropriate for our students ... end the school to prison pipeline mentally and the punitive disciplinary stance that we are forced to take in the face of inadequate staffing. Mental health counselors, behavior therapists,

trauma-informed discipline deans are what we need ... not monthly active shooter drills further terrorizing our kids. How much money is being exchanged between BCSO and BCSD? Where is it going? Why? For what purposes? ... Please make the information public knowledge.

We also need more materials that represent our students - novels with characters that look like them. We need to re-visit the Rubicon scope and sequence for middle school and truly examine why we are using the texts that have been chosen. We need to come together as a district and truly make education engaging and accessible to all of our students. If we have to hit a standard, the material needs to be relevant. We are giving our kids a roadmap for the future ... they will be the ones to ultimately make their journey beyond our district lines. We have to give them a better set of keys by which they will make their trip towards being successful, global citizens of the world.

Thank you for taking the time to hear my thoughts. I appreciate your time.

Very respectfully,  
Rosalyn M. Kriner

## Brock, Sarah

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**From:** Peaceful Protest <peacefulprotestbeaufort@gmail.com>  
**Sent:** Monday, June 8, 2020 4:33 PM  
**To:** Brock, Sarah  
**Subject:** Fwd:

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.

----- Forwarded message -----

**From:** Melissa Hincer <[mhincer1@gmail.com](mailto:mhincer1@gmail.com)>  
**Date:** Sun, Jun 7, 2020 at 6:28 PM  
**Subject:**  
**To:** [peacefulprotestbeaufort@gmail.com](mailto:peacefulprotestbeaufort@gmail.com) <[peacefulprotestbeaufort@gmail.com](mailto:peacefulprotestbeaufort@gmail.com)>

To me, social justice means equal treatment under the law for all social groups- classes, race, gender, sexual identity, etc.

As a history teacher, I always talk with my classes about social groups and how they interact with each other/are treated. Whether I'm teaching ancient history or modern Us, we have to recognize social divisions and potential inequalities in order to make students more aware and socially responsible. It's important for kids to have an understanding of human behaviors throughout time and place to be able to recognize patterns and fight against abuse or prejudice.

I know the Young Leaders program is designed to get kids involved in local government but I think it could be a broader reach (right now I believe it's 4 students per school per year) and more engaging with maybe leaders visiting schools, whole school activities, things like poster and speech contests to get kids involved.

## **Brock, Sarah**

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**From:** Peaceful Protest <peacefulprotestbeaufort@gmail.com>  
**Sent:** Monday, June 8, 2020 4:33 PM  
**To:** Brock, Sarah

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**Definition:**

Social Justice is the equitable distribution of social and natural resources, both locally and globally, to meet basic human needs unconditionally, and to ensure that all citizens have full opportunities for personal and social development. Social justice includes environmental justice. One can exist without the other.

*Equity, Access, Participation, Rights*

**Public Education:**

- must occur in a safe environment for all. Must be equity driven, not equality driven.
- needs to provide knowledge, learning skills, and life-long learning opportunities. Include basic life skills: including economics, bookkeeping, budgeting, and the everyday use of mathematics that are essential to participation in any society and democracy. Include understanding of health (nutrition, medicine, physical education, physical and mental activity, and public health). Include understanding of human nature (psychology, sociology, social and governance systems, legal and political systems, ethnicity/gender/sexual orientation/gender identity/race studies, and cultures)
- must foster communication and creativity- SEL, self-defense in gym classes, training in non-violent interaction, negotiating, ethics, ethnic studies. Proper language used by school community when referring to specific communities.
- must provide people the abilities to understand and use sources of information to be able to critique what is seen and heard in the media. Promote civil discourse and political participation.
- must remove drug testing from protocols that may target low income and non-white communities, provide research-based prevention programs. All discipline should be handled within school discipline structures and there should be no interference with police, unless there is a threat to life. Remove all discipline actions for dress code (hoodies, length of shorts) that may target POC or females unfairly. Dress code practices like these violate the personal boundaries of students. All staff should be CPI trained.
- must be adequately funded and based on need (such as for schools who have students who are English language deficient and/or are in high poverty areas). Provide more support for ELL students and their families, especially if they have family members who are undocumented.
- must not rely on standardized tests to reflect educational achievement because of their biases that reduce education quality. Exclude double and triple testing and assessment procedures- MAP, SCREADY, SLO
- develop curricula that reflect the connections between our rights as individuals, and our responsibilities to others and to a healthy planet
- Include curricula focusing on civil rights history, actions, and advances, and how current law can be used to achieve personal civil rights. Remove any representation or participation of religious organizations, to include clubs like "Christian Athletes" within the public-school system.

- Provide age-appropriate education on sex, gender, race, ethnicity, sexual orientation, gender identity, age, and safer sex.

**How the definition relates to Government:**

- Community education on the difference between equality and equity
- Raise teacher pay, lower teacher work load, and allow teachers to participate in unions. Remove all standardized tests results from teacher evaluations.
- Proportional representation in governance, employment, and incarceration etc. within the community
- Equitable access to quality childcare for parents and all staff members
- Reproductive Rights of community members
- Equitable access to clean drinking water, healthy food, clothing, housing.
- Affirmative Action
- Remove all SROs from all schools, educate community members on the for profit prison system, abolish it and the school-to-prison pipeline.
- Restructure school funding: Oppose any advertising or promotion of commercial products on a school site or in any adopted or recommended curricular materials or school-based Internet access.
- Reject the allocation of public funds for private or parochial schools, or any for-profit organization to manage or run a public school. Remove charter schools that perpetuate socio-economic and racial segregation.
- Advocate for the rights of parents to opt their children out of all mandated standardized tests without penalty for students, parents, teachers or schools.
- Less state interference with school district decisions. More teacher input on micro and macro level.
- Less is more- reduce large, unrealistic curriculum standards, that are impossible to cover in one year, for all subject areas.