



County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Michael E. Covert

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

County Administrator

Ashley M. Jacobs

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

www.beaufortcountysc.gov

County Council Agenda

Monday, September 28, 2020 at 6:00 PM

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

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
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 - AUGUST 10, 2020

CITIZEN COMMENTS

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

COMMITTEE REPORTS

7. LIAISON AND COMMITTEE REPORTS

DISCUSSION ITEMS

8. PRESENTATION OF A PROCLAMATION DECLARING SEPTEMBER 15TH THROUGH OCTOBER 15TH NATIONAL HISPANIC HERITAGE MONTH
9. PRESENTATION OF A PROCLAMATION DECLARING OCTOBER-DOMESTIC VIOLENCE AWARENESS MONTH
10. RAY MCBRIDE, DIRECTOR, BEAUFORT COUNTY LIBRARY SYSTEM: PRESENTATION OF RETIREMENT PLAQUE AND RECOGNITION

CONSENT AGENDA

11. CONSENT AGENDA (Page 3)

ACTION ITEMS

12. FIRST READING BY TITLE ONLY OF AN ORDINANCE REGARDING A DISTANCE LEARNING GRANT, WHICH WOULD EARMARK \$200,000 FROM THE

COUNTY'S GENERAL FUND BALANCE TO AWARD GRANTS TO APPLICANTS TO ASSIST WITH THE PROBLEMS RELATED TO DISTANCE LEARNING

- [13.](#) FIRST READING OF AN ORDINANCE FOR THE BEAUFORT COUNTY AIRPORT (AWR) HANGAR GROUND LEASE AGREEMENT
- [14.](#) FIRST READING OF AN ORDINANCE REGARDING ACCOMMODATIONS TAX/ HOSPITALITY TAX RESERVE FUND
- [15.](#) FIRST READING OF AN ORDINANCE TO AMEND ORDINANCE 2019/56 PENN CENTER RENOVATIONS
- [16.](#) THIRD AND FINAL READING OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE TO ESTABLISH "SHORT TERM HOME RENTAL" AS A SPECIAL USE
- [17.](#) THIRD AND FINAL READING OF AN ORDINANCE REGARDING AN AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT

BOARDS AND COMMISSIONS

- [18.](#) CONSIDERATION OF THE APPOINTMENT OF IAN SCOTT TO THE AIRPORTS BOARD

CITIZEN COMMENT

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

CONSENT AGENDA

- [1.](#) THIRD AND FINAL READING OF AN ORDINANCE REGARDING A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 5, SECTION 5.3.20 APPLICABILITY– TO APPLY ARCHITECTURAL STANDARDS AND GUIDELINES TO TWO-FAMILY (DUPLEX) RESIDENTIAL
- [2.](#) THIRD AND FINAL READING OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY BY BEAUFORT COUNTY, SOUTH CAROLINA ACTING THROUGH BEAUFORT COUNTY MEMORIAL HOSPITAL OF NOT EXCEEDING \$20,000,000.00 PROMISSORY NOTE AND A CREDIT AGREEMENT; AUTHORIZING PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND OTHER MATTERS INCIDENTAL THERETO.
- [3.](#) THIRD AND FINAL READING OF AN ORDINANCE FINDING THAT THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$1,550,000 OF GENERAL OBLIGATION BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.
- [4.](#) SECOND READING OF AN ORDINANCE - ZONING MAP AMENDMENT/REZONING REQUEST FOR 18.3 ACRES (R100 024 000 032A 0000, R100 024 000 0276 0000, R100 024 000 030C 0000, AND R100 024 000 033A 0000) AT THE INTERSECTION OF BAY PINES ROAD AND LAUREL BAY ROAD FROM T2 RURAL AND S1 INDUSTRIAL TO C4-COMMUNITY CENTER MIXED-USE DISTRICT. *(Public Hearing and Third Reading on October 12, 2020)*
- [5.](#) SECOND READING OF AN ORDINANCE REGARDING TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 5, SECTION 5.6.50.E(2) TO ALLOW FOR MINOR MODIFICATIONS TO BILLBOARDS TO IMPROVE SAFETY STANDARDS DURING HURRICANES AND HIGH WIND EVENTS. *(Public Hearing and Third Reading on October 12, 2020)*
- [6.](#) SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH MOBILE COMMUNICATIONS AMERICA. *(Public Hearing and Third Reading on October 12, 2020)*
- [7.](#) SECOND READING OF AN ORDINANCE TO AUTHORIZE \$575,000.00 FROM THE H-TAX FUND TO THE HISTORIC MITCHELVILLE FREEDOM PARK FOR PHASE I BUILD OUT OF THE MITCHELVILLE FREEDOM PARK MASTER PLAN. *(Public Hearing and Third Reading on October 12, 2020)*
- [8.](#) SECOND READING OF AN ORDINANCE TO AUTHORIZE AND APPROVE A MULTI-COUNTY PARK AGREEMENT BY AND BETWEEN BEAUFORT COUNTY AND JASPER COUNTY RELATING TO THE TRASK EAST SOLAR, LLC, PROJECT. *(Public Hearing and Third Reading on October 12, 2020)*
- [9.](#) SECOND READING OF AN ORDINANCE AUTHORIZING THE ABANDONMENT OF AN EXISTING DRAINAGE EASEMENT AND THE ACCEPTANCE OF A RELOCATED DRAINAGE EASEMENT ON PROPERTY OWNED BY THE GRANTOR *(Public Hearing and Third Reading on October 12, 2020)*
- [10.](#) SECOND READING OF AN ORDINANCE FOR A ZONING MAP AMENDMENT/REZONING REQUEST FOR 3 PARCELS (R600 021 000 0003 0000; R600 021 000 002A 0000; R600 021 000 003A 0000) ON GRAVES ROAD FROM T2 RURAL TO C3 NEIGHBORHOOD MIXED-USE; APPLICANT: JUDY GRAVES, KEVIN GRAVES, JAN MCKIM. *(Public Hearing and Third Reading on October 12, 2020)*
- [11.](#) CONTRACT AWARD TO WOOLPERT, INC. FOR ENGINEERING AND CONSULTING STORMWATER SERVICES FOR PER RFQ#063020.
- [12.](#) BID AWARD OF NEW PACKER TRUCK FOR SOLID WASTE & RECYCLING

END OF CONSENT AGENDA



County Council of Beaufort County

County Council Meeting

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County Council Minutes

Monday, August 10, 2020 at 6:00 PM

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

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

CALL TO ORDER

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

PRESENT

Chairman Joseph F. Passiment

Vice Chairman D. Paul Sommerville

Council Member Michael Covert

Council Member York Glover

Council Member Stu Rodman

Council Member Alice Howard

Council Member Lawrence McElynn

Council Member Gerald Dawson

Council Member Brian Flewelling

ABSENT

Council Member Chris Hervocho

Council Member Mark Lawson

PLEDGE OF ALLEGIANCE AND INVOCATION

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

Chairman Passiment announced that Council was going to have a moment of silence in honor of Representative John Lewis.

The Chairman stated that public notification of this meeting is in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Council Member Rodman, Seconded by Vice Chairman Sommerville to approve the agenda with the addition of the addition of adding "by title only" to the Pepper Hall / Okatie River Park Joint Development Agreement. Motion approved without objection.

APPROVAL OF MINUTES

Motion: It was moved by Council Member Flewelling, Seconded by Council Member McElynn to approve the minutes from June 22, 2020 Caucus and

Council Meeting. Motion approved without objection.

DISCUSSION ITEMS

PROCLAMATION HONORING DEACON JAMES GARFIELD SMALLS ON HIS 100TH BIRTHDAY

Council Member York Glover read a proclamation honoring Deacon James Garfield Smalls on his 100th Birthday.

PROCLAMATION HONORING THE TABBY HOUSE VOLUNTEERS FOR THEIR YEARS OF SERVICE

Council Member Alice Howard read a proclamation honoring all of the Tabby House volunteers.

PRESENTATION ON THE PAIGE POINT CEMETERY - GENERAL MITCHELL, PRESENTER

General Mitchell and Liz Farrell gave an update and PowerPoint presentation on the status of Paige Point Cemetery.

PUBLIC HEARING ON BONAIRE ESTATES SEWER EXTENSION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT CLOSEOUT

Jessica Daily with the Lowcountry Council of Governments spoke regarding the 1 million dollar block grant the county received in 2016 to extend sewer service in the Bonaire Estates area and the project is nearly complete therefore she was seeing public comment.

No citizen comments.

CITIZEN COMMENTS

Chairman Passiment read a letter he received from two constituents in his area regarding loud gun fire in their area. The item was deferred to the Community Services Committee.

COMMITTEE REPORTS

LIAISON AND COMMITTEE REPORTS

TIME SENSITIVE ITEMS

FIRST READING BY TITLE ONLY OF AN ORDINANCE REGARDING AN AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT AND HIRE BEN JOHNSON TO HELP PROCEED.

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member Howard to approve First Reading by title only of an ordinance REGARDING AN AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT and hire Ben Johnson to help proceed. Approved without objection, minus Council Member Flewelling as he was offline during this vote.

FIRST READING OF AN ORDINANCE REGARDING A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 5, SECTION 5.3.20 APPLICABILITY– TO APPLY ARCHITECTURAL STANDARDS AND GUIDELINES TO TWO-FAMILY (DUPLEX) RESIDENTIAL (*CONSIDERATION OF INVOKING PENDING ORDINANCE DOCTRINE*)

Motion: It was moved by made by Council Member Howard, Seconded by Council Member Dawson to approve first reading of an ordinance regarding a text Amendment to the Community Development Code (CDC): Article 5, Section 5.3.20 Applicability– To Apply Architectural Standards and Guidelines to Two-Family (Duplex) Residential. Motion was approved without objection, minus Council Member Flewelling, as he was offline during this vote.

FIRST READING BY TITLE ONLY OF AN ORDINANCE FOR THE IMPOSITION OF A SCHOOL IMPACT FEE FOR SOUTH OF THE BROAD SERVICE AREA

Council Member Rodman stated he would vote against this and addressed some of the comments the home builders regarding fees.

Council Member Flewelling stated he had the same concerns as Mr. Rodman.

Motion: It was moved by made by Council Member Dawson, Seconded by Council Member Covert to approve first reading by title only of a School impact fee for South of the Broad. The Votes: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Howard, Council Member McElynn, Council Member Dawson. Voting Nay: Council Member Covert, Council Member Glover, Council Member Flewelling, Council Member Rodman. Motion passes 5:4.

CONSENT AGENDA

Motion: It was moved by Council Member Flewelling, Seconded by Vice Chairman Sommerville to approve the consent agenda. Motion was approved without objection.

ACTION ITEMS

THIRD READING OF AN ORDINANCE AMENDING CHAPTER 2 ARTICLE II SECTION 28 REGARDING COUNCIL SALARY AND COMPENSATION

Motion: It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve third reading of an ordinance amending Chapter 2 Article II Section 28 Regarding Council Salary and Compensation. The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member McElynn, Council Member Dawson
Voting Nay: Council Member Flewelling

PUBLIC HEARING AND SECOND READING OF AN ORDINANCE GRANTING AN EASEMENT TO BEAUFORT JASPER WATER SEWER AUTHORITY ACCESS TO NEW SEWER LINE AT BEAUFORT COUNTY AIRPORT

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Howard to approve public hearing and second reading of an ordinance granting an easement to BJWSA access to new sewer line at Beaufort County Airport.

Chairman opened the floor for public comment.

No one came forward.

Motion was approved without objection.

PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO IMPOSE A BEAUFORT COUNTY UNIFORM LAW ENFORCEMENT SERVICE CHARGE FOR THE TOWN OF HILTON HEAD ISLAND

Motion: It was moved by Council Member Covert, Seconded by Council Member Flewelling to approve public hearing and second reading of an ordinance to impose a Beaufort County Uniform Law Enforcement Service Fee for the Town of Hilton Head.

Motion to amend: It was moved by Council Member Rodman, Seconded by Council Member McElynn to amend the motion to include accepting the offer from the Town of HHI and in lieu of the uniform fee, 2 million dollar payment over the next 3 years, take over roads and all maintenance, plus waive the \$67,000 a year rent on sheriffs space, pay the \$27,000 overtime at the Heritage, \$5,000 for St. Patrick's Day Parade, cover the County's responsibility for the Island Rec Center, \$75,000 a year for Bar Patrol with a CPI increase each year. The agreement would be negotiated at the end of 3 years.

Council Member Dawson stated HHI is taking over roads they should be paying for anyway.

The Vote: Voting Yea: Chairman Passiment, Council Member Rodman, Council Member McElynn. Voting Nay: Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Howard, Council Member Dawson, Council Member Flewelling. Motion failed 3:6.

Main Motion: It was moved by Council Member Covert, Seconded by Council Member Flewelling to approve public hearing and second reading of an ordinance to impose a Beaufort County Uniform Law Enforcement Service Fee for the Town of Hilton Head. The Vote: Voting Yea: Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Howard, Council Member Dawson, Council Member Flewelling. Voting Nay: Chairman Passiment, Council Member Rodman, Council Member McElynn. Motion Passed 6:3.

FIRST READING OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE TO ESTABLISH "SHORT TERM HOME RENTAL" AS A SPECIAL USE

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member Howard to approve first reading of an ordinance amending the community development code to establish "short term home rental" as a special use. Motion approved without objection. Council Member Flewelling recused himself from the discussion and vote using the same recusal form he submitted when the topic went before the Natural Resources Committee.

FIRST READING OF AN ORDINANCE FINDING THAT THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$1,550,000 OF GENERAL OBLIGATION BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member Flewelling to approve first reading of an ordinance finding that the Fripp Island Public service district, South Carolina, may issue not exceeding \$1,550,000 of general obligation bonds and to provide for the publication of notice of the said finding and authorization. Motion approved without objection.

CONSIDERATION OF A RESOLUTION FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$1,550,000.00 OF GENERAL OBLIGATION BONDS OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member Flewelling to approve a resolution for a public hearing to be held upon the question of the issuance of not exceeding \$1,550,000.00 of General Obligation Bonds of the Fripp Island Public Service District, South Carolina; providing for the publication of the notice of such public hearing; and other matters relating thereto. Motion approved without objection.

FIRST READING OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY BY BEAUFORT COUNTY, SOUTH CAROLINA ACTING THROUGH BEAUFORT COUNTY MEMORIAL HOSPITAL OF NOT EXCEEDING \$20,000,000.00 PROMISSORY NOTE AND A CREDIT AGREEMENT; AUTHORIZING PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND OTHER MATTERS INCIDENTAL THERETO.

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member Howard first reading of an ordinance authorizing the execution and delivery by Beaufort County, South Carolina acting through Beaufort County Memorial Hospital of not exceeding \$20,000,000.00 promissory note and a credit agreement; authorizing proper officers to do all things necessary or advisable; and other matters incidental thereto. Motion approved without objection.

RESOLUTION APPROVING A SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT AND REGIONAL AGREEMENTS FOR JOINT USE EMERGENCY SHELTER WITH JASPER COUNTY AND THE JASPER COUNTY SCHOOL DISTRICT.

Motion: It was moved by Council Member Covert, Seconded by Council Member Flewelling to approve a Resolution Approving A Supplemental Intergovernmental Agreement and regional agreements for Joint Use Emergency Shelter with Jasper County and the Jasper County School District. Motion was approved without objection.

A RESOLUTION AUTHORIZING ADMINISTRATION TO FORWARD PROPOSED ST. JAMES RELOCATION PLANS AND BUDGET TO FAA

Motion: It was moved by Council Member Rodman, Seconded by Council Member Glover to approve a RESOLUTION AUTHORIZING ADMINISTRATION TO FORWARD PROPOSED ST. JAMES RELOCATION PLANS AND BUDGET TO FAA. Motion approved without objection.

APPROVAL OF A LEASE EXTENSION FOR OLD COURTHOUSE PARKING LOT

Council Member Howard stated she would vote against it.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Glover to approve approval of a Lease Extension for Old Courthouse Parking Lot. The Vote: Voting Yea: Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Dawson, Council Member Flewelling. Voting Nay: Chairman Passiment, Council Member Rodman, Council Member Howard, Council Member McElynn. Motion passes 5:4.

APPROVAL OF FY 2021 CONTRACT RENEWALS

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Glover to approve FY 2021 Contract Renewals. Motion approved without objection.

BOARDS AND COMMISSIONS

APPOINTMENT OF ROBERT MCFEE TO THE BEAUFORT JASPER WATER AND SEWER AUTHORITY

Motion: It was moved by Council Member McElynn, Seconded by Council Member Glover appointment of Robert McFee to the Beaufort Jasper Water and Sewer Authority. Motion approved without objection.

CITIZEN COMMENT

Comment from Facebook - Ann Ubelis - It is INSANITY to consider mail-in balloting at this late date. There is no way you can comply with Federal Law and certify all ballots within the 35 days required. Thousands upon thousands of mail-in ballots will be discarded. Furthermore, how will you verify the the actual voter sent it in and how will you require a affirming signature as witness to the voter's signature? You are on a fools errand if you consider this. And what about complying with state laws and regulations? Will even they allow it?

ADJOURNMENT

Adjourned at 7:59PM

CONSENT AGENDA

29. THIRD READING OF AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE

Motion: It was moved by Council Member Flewelling, Seconded by Vice Chairman Sommerville approved without objection.

END OF CONSENT AGENDA

~ Proclamation ~

Whereas, September 15 through October 15 is observed nationwide as National Hispanic Heritage Month; and

Whereas, in 1968, California Congressman George E. Brown pushed to recognize the contributions of the Latino community leading to Congress passing the official request for President Johnson to mark September 15 and September 16 as the beginning of National Hispanic Heritage Week; and

Whereas, in 1987, Representative Esteban E. Torres of California proposed expanding the observance to cover a 31- day period and, in 1988, Senator Paul Simon from Illinois submitted a similar bill that successfully passed Congress; and

Whereas, on September 14, 1989, President George H.W. Bush became the first president to declare the 31-day period stating “Not all of the contributions made by Hispanic Americans are so visible or widely celebrated, however, Hispanic Americans have enriched our Nation beyond measure with the quiet strength of closely knit families and proud communities”; and

Whereas, National Hispanic Heritage Month traditionally honors the culture and contributions of both Hispanic and Latino Americans, celebrating heritage rooted in all Latin American Countries; and

Whereas, National Hispanic Heritage Month starts on September 15th, which marks the anniversary of independence for Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua; and

Whereas, National Hispanic Heritage Month running through October 15th also plays tribute to Mexico, Chile and Belize’s celebration of independence which is September 16th, September 18th and September 21st.

Now, therefore, be it resolved, that Beaufort County Council does hereby proclaim September 15th through October 15th

“National Hispanic Heritage Month”



Dated this 28th day of September, 2020

Joseph Passiment

Joseph Passiment, Chairman
Beaufort County Council

~ Proclamation ~

Whereas, Domestic Violence Awareness Month calls attention to the fact that domestic violence is a public health issue that impacts our entire community; and

Whereas, it is unacceptable that 1 and 4 women and 1 and 33 men will experience domestic violence in their lifetime; and

Whereas, domestic violence affects the entire family in which it occurs and leaves children and learned behaviors that are unhealthy and harmful to their development; and

Whereas, Hopeful Horizons, our local Children’s Advocacy, Domestic Violence and Rape Crisis Center assisted approximately 600 victims of domestic violence in 2019; and

Whereas, Hopeful Horizons’ staff, board of directors and volunteers encourage every person to speak out against harmful attitudes and actions that lead to domestic violence; and

Whereas, we recognize that preventing domestic violence is possible by working together to increase education about healthy and unhealthy relationships, build awareness of signs and dynamics of domestic violence and cultivate a trauma-informed community supportive of survivors and intolerant of violence and abuse.

Now, therefore, be it resolved, That County Council proclaims the month of October 2020 as

“Domestic Violence Awareness Month”

and urges all citizens to observe this month by becoming aware of the tragedy of domestic violence, supporting those who are working toward its end and participating in community efforts aimed at changing the culture of violence.

Dated this 28th day of September 2020



Joseph Passiment, Chairman

Beaufort County Council



Presented To

Ray McBride

Director, Beaufort County Library System



In Recognition & Appreciation

Of Your Dedication & Contributions

Of 23 Years To The Citizens

Of South Carolina

Including 5 Years To Beaufort County

Congratulations On Your Retirement

Beaufort County Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Distance Learning Grants Discussion</i>
MEETING NAME AND DATE:
Finance Committee 09/21/2020
PRESENTER INFORMATION:
<i>Hayes Williams Interim CFO 30 minutes</i>
ITEM BACKGROUND:
Due to the COVID 19 pandemic Beaufort County residents need help related to distance learning.
PROJECT / ITEM NARRATIVE:
It has been established that there are issues related to distance learning. Beaufort County would like to earmark \$200,000 from its general fund balance to award grants to applicants to assist with the problems related to distance learning. The County has contacted Coastal Community Foundation to help develop a fund agreement. The County will need to provide specific criteria for who will be eligible for grant funding and how the funds may be used. Once the agreement is in place and the funds are made available CCF will advertise the program, manage the applications, and disburse the funds.
FISCAL IMPACT:
<i>\$200,000 from general fund balance</i>
STAFF RECOMMENDATIONS TO COUNCIL:
An outside independent agency would handle the applications, awards and compliance of the grants.
OPTIONS FOR COUNCIL MOTION:
<i>Finance Committee approve the ordinance for \$200,000 for distance learning.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Beaufort County Airport – Hangar Ground Lease Agreement
MEETING NAME AND DATE:
County Council – September 28, 2020
PRESENTER INFORMATION
Jared Fralix, P.E. ACA- Engineering John Rembold, Airports Director (Alternate) (Time Needed for Item Discussion = 5 minutes)
ITEM BACKGROUND:
September 17, 2020 – This item was unanimously approved by the Airports Board September 21, 2020 – This item was unanimously approved at Public Facilities Committee
PROJECT / ITEM NARRATIVE:
As a result of the growth of general aviation at the airport, there is a need and an interest for increased hangar space in our area. Therefore, Beaufort County Airport will like to offer long term ground leases on vacant land for the construction of aircraft hangars.
FISCAL IMPACT:
Construction will be privately funded. Risk Management has been consulted regarding insurance requirements.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the hangar ground lease agreement for aircraft storage at ARW Airport.
OPTIONS FOR COUNCIL MOTION:
Motion to approve the first reading of the ordinance for Beaufort County Airport (AWR) Hangar Ground Lease Agreement and bring forward to the second reading at the next County Council meeting. Motion to deny the first reading of the ordinance for Beaufort County Airport (AWR) Hangar Ground Lease Agreement and bring forward to the second reading at the next County Council meeting.
(Next Step – Bring ordinance to next County Council meeting for 2nd reading)



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Chris Hervochoon, Chairman, Finance Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: Negotiate a Contract
Recommendation for Approval: ARW Hangar Ground Lease Agreement

DATE: 09/21/2020

BACKGROUND:

As a result of the growth of general aviation at the airport, there is a need for increased hangar space in our area. Therefore, Beaufort County Airport will like to offer long term ground leases on vacant land for the private construction of aircraft hangars. Several parties have indicated strong interest in developing hangar space at the airport. This agreement gives the airport the tool it needs to proceed. The benefit to the airport and to the county is an increase in economic activity at the airport and in the community through fuel sales, tax revenues, and local private investment.

Hangars will be privately developed via private capital so the airport will not be required to invest significant capital in this project.

VENDOR INFORMATION:

COST:

Privately developed hangars via private capital \$ 0.00

Insert Addition Vendor Info.

FUNDING:

N/A

Funding approved: Yes By: raymond.williams Date: 09/14/2020

FOR ACTION: Finance Committee meeting occurring September 21, 2020.

RECOMMENDATION:

The Finance Committee approve and recommend to County Council approval of the hangar ground lease agreement.

Attachment: HangarGroundLeaseAgreement.pdf 10.35 MB

Click here to attach a file

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 09/16/2020

Check to override approval: Overridden by:

Override Date:

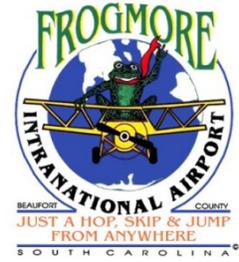
Raymond Williams, Finance Director

Approved: Yes Date: 09/14/2020

Item 13.

Jared Fralix, Assistant County Administrator, Engineering Approved: Yes Date: 09/14/2020
Check to override approval: Overridden by: Override Date: ready for admin:
Jon Rembold, Director, Airports Department Approved: Yes Date: 09/14/2020
Check to override approval: Overridden by: Override Date: ready for admin:
 CC others
Approved by Committee:
Approved by Council:

After Initial Submission, Use the Save and Close Buttons



TO: Councilman Brian Flewelling, Chairman, Beaufort County Public Facilities Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: Recommendation for approval: ARW Hangar Ground Lease Agreement

DATE: September 21, 2020

BACKGROUND:

As a result of the growth of general aviation at the airport, there is a need for increased hangar space in our area. Therefore, Beaufort County Airport will like to offer long term ground leases on vacant land for the construction of aircraft hangars. The director’s goal is to develop a good land-use plan for ARW that will provide environmentally acceptable, functional, and aesthetically pleasing facilities for the general aviation customer. This is an opportunity for a positive economic development at the airport.

The Beaufort County Airports Board strongly endorses this plan and requests County Council support.

Hangars will be privately developed via private capital so the airport will not be required to invest significant capital in this project.

FOR ACTION:

Public Facilities Committee meeting occurring September 21, 2020.

RECOMMENDATION:

The Public Facilities Committee approve and recommend to County Council approval of the hangar ground lease agreement.

Encl: ARW Hangar Ground Lease Agreement
 Site Exhibit
 Example of Typical Hangars



TO: Councilman Brian Flewelling, Chairman, Beaufort County Public Facilities Committee

FROM: Jon Rembold, Airports Director

SUBJ: Recommendation for approval: ARW Hangar Ground Lease Agreement

DATE: September 21, 2020

BACKGROUND:

As a result of the growth of general aviation at the airport, there is a need for increased hangar space in our area. Therefore, Beaufort County Airport will like to offer long term ground leases on vacant land for the private construction of aircraft hangars. Several parties have indicated strong interest in developing hangar space at the airport. This agreement gives the airport the tool it needs to proceed. The benefit to the airport and to the county is an increase in economic activity at the airport and in the community through aviation fuel sales, tax revenues, and local private investment.

Hangars will be privately developed via private capital so the airport will not be required to invest significant capital in this project.

FOR ACTION:

Public Facilities Committee meeting occurring September 21, 2020.

RECOMMENDATION:

The Public Facilities Committee approve and recommend to County Council approval of the hangar ground lease agreement.

Encl: ARW Hangar Ground Lease Agreement
 Site Exhibit
 Example of Typical Hangars

ORDINANCE 2020/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO LEASE AGREEMENTS WITH AIRCRAFT OWNERS WHO DESIRE TO CONSTRUCT AN AIRCRAFT HANGAR IN DESIGNATED AREAS AT THE BEAUFORT COUNTY AIRPORT

WHEREAS, the Beaufort County Airport (“Airport”) has a Master Plan and Airport Layout Plan with changes that depict areas for future hangar development; and

WHEREAS, by entering into ground leases, “Exhibit A”, allowing private development at the airport, Beaufort County saves significant capital investment while still achieving the goal of hangar construction; and

WHEREAS, multiple aircraft owners have expressed a desire to develop “box” or “executive” type aircraft hangars similar to those shown in “Exhibit B” for their aircraft; and

WHEREAS, a significant source of revenue for the airport is fuel sales, therefore it is to the economic benefit of the airport to lease land to develop such hangars as they typically house aircraft which tend to purchase more fuel; and

WHEREAS, in the development area, there is adequate acreage for multiple hangar buildings, as shown in “Exhibit C”, attached hereto and incorporated herein by reference; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into leases with the future developers of the leased areas for the long-term benefit of the Beaufort County Airport.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into lease agreements with the future developers of areas designated for the construction of aircraft hangars at the Beaufort County Airport.

Adopted this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

EXHIBIT A

BEAUFORT COUNTY AIRPORT

AIRCRAFT HANGAR AGREEMENT AND GROUND LEASE

WITH

[name of tenant]

**BEAUFORT COUNTY AIRPORT
AIRCRAFT HANGAR AGREEMENT AND GROUND LEASE**

THIS AGREEMENT AND GROUND LEASE (“Agreement”), made and entered into this _____ day of _____, 20____ by and between the COUNTY of BEAUFORT, a political subdivision of the State of South Carolina (the “County”), and _____ [name of tenant] a _____ [state of organization and type of legal entity] (the “Lessee”).

WITNESSETH:

WHEREAS, the County is owner and operator of the Beaufort County Airport (hereinafter “Airport”) including vacant land all of which is located at 39 Airport Circle in Beaufort County, South Carolina; and

WHEREAS, Lessee is the owner or operator of an aircraft which it wishes to base at the Airport; and

WHEREAS, County has land available at the Airport which is suitable for the erection and use of an aircraft storage hangar (the “Site”); and

WHEREAS, Lessee wishes to lease the Site from County and to construct a hangar thereon, and County is willing to lease the Site to Lessee on the terms and conditions provided and set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants, agreements and conditions set forth below, County does hereby agree to lease the Site set forth below to Lessee, and Lessee does hereby agree to lease the Site from County.

ARTICLE I

LEASED PREMISES

Section 1.1 Leased Premises. County hereby demises and lets to Lessee and Lessee hereby takes and accepts from County a leasehold interest in that portion of the Airport ("Site") depicted on Exhibit "A" hereto, consisting of _____ acres, more or less and located at _____ [address if applicable]. The Site, along with the improvements to be constructed thereon pursuant to this Agreement in Section 1.2 below ("Leasehold Improvements") shall be called the "Leased Premises".

Section 1.2 Improvements by Lessee. Lessee will cause to be erected, constructed, or installed on the Leased Premises such improvements as Lessee shall determine are reasonably necessary or desirable to serve as the storage hangar for Lessee's aircraft (the "Leasehold Improvements"). Upon the expiration or other termination of this Agreement, Lessee shall surrender to County possession of all Leasehold Improvements except personal property and trade fixtures of Lessee then existing on or within the Leased Premises.

Section 1.3 Design of Improvements. Unless otherwise agreed by the parties in writing, Lessee shall, within sixty (60) days of the execution of this Agreement by all parties submit to County plans for constructing, erecting and installing the Leasehold Improvements on the Leased Premises. The plans shall be in final form and shall consist of (1) working drawings, (2) technical specifications, (3) bid documents and (4) schedule for accomplishing improvements. Construction shall be completed within eighteen (18) months of inception of lease unless otherwise approved by the Airports Director.

Section 1.4 Architectural Requirements. Architecture ("Leasehold Improvements") will have to be "approved" by the appropriate committee of the Airports Board. All structural improvements, signs, equipment and interior design and decor constructed or installed by

Lessee, its agents or contractors, including the plans and specifications therefor, shall conform in all respects to applicable statutes, ordinances, building codes and rules and regulations.

Section 1.5 Bonds or Letter of Credit. To ensure that mechanic's liens are not placed on airport property, and to ensure that capital improvements once initiated are completed and not abandoned before completion, County requires Lessee to provide either payment and performance bonds or Letters of Credit in an amount equal to the anticipated costs of construction plus ten (10) percent for contingencies.

Section 1.6 Construction of Improvements. Upon written approval of its plans and specifications by the County, Lessee shall have the right and obligation to enter the Leased Premises, take possession thereof and commence constructing the Leasehold Improvements. Unless otherwise agreed by the parties in writing, such construction shall begin within thirty (30) days after the later of (i) the date of County's written approval of Lessee's plans or (ii) the granting of all necessary permits and approvals by all governmental bodies in charge of the approval processes, and shall be continuous and expedited so that the Leasehold Improvements shall be completed as soon as practicable. All contractors shall maintain general liability and worker's compensation/employer's liability insurance coverage reasonably satisfactory to the County. Lessee shall provide builder's risk insurance naming the lender and the County as loss payees with respect to 100% in value of the improvements to be provided under such contracts. No Leasehold Improvements, unattached fixtures or equipment shall be subject to any liens whether created by operation of law or by agreement. All construction shall, in all material respects, conform to and comply with all applicable statutes, ordinances, building codes, rules and regulations of such authorities as may have jurisdiction over any aspect of said construction. Lessee, at its sole cost and expense, shall also procure all building, safety, fire and other permits necessary for any construction.

Section 1.7 As Built Drawings; Cost Certification. Within thirty (30) days of completion of construction of the Leasehold Improvements, hereby defined as the date of Lessee's Certificate of Completion, Lessee shall deliver to County a complete set of as-built drawings.

Section 1.8 Encumbrances on Leased Premises. The Leased Premises shall be accepted by Lessee subject to any and all then existing easements or other encumbrances, and County shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil or gas pipelines, and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient in connection therewith, over, in, upon, through, across and along the Leased Premises, or any part thereof, and to enter thereupon at reasonable times for any and all such purposes; provided, however, that no right of County provided for in this section shall be so exercised as to interfere unreasonably with the Lessee's use of the property and improvements pursuant to this Lease.

Section 1.9 Condition of Leased Premises. Lessee accepts the Site in "as is" condition.

Section 1.10 Title to Leased Premises in County. Lessee agrees and acknowledges that title to the Leased Premises is, and shall remain, in County. Lessee agrees that its sole interest in the Leased Premises is and shall be that of a tenant.

Section 1.11 Utilities. Lessee agrees to pay for all utilities used by or attributed to it at, or in connection with its use of, the Leased Premises, including, but not limited to, service deposits, meter deposits and all service charges. No such payment shall be considered a payment of rent entitling the Lessee to a credit under any other provision of this Agreement. In all instances of any damages to any utility service line caused by Lessee, its employees, contractors, suppliers, agents or invitees, Lessee shall be responsible for the cost of repair. If other Lessees subsequently tie into infrastructure which was previously installed by another Lessee ("original Lessees"), the original Lessee(s) shall be entitled to a pro-rata reimbursement of the costs of installing the infrastructure which is being tied into.

Section 1.12 Rights on Airport. County hereby grants to Lessee the right to store its aircraft ("aircraft") in and on the Leased Premises. In connection with its rights to use and occupy the Leased Premises, Lessee shall have the additional following rights:

(a) Access to and From Airfield. The right (which shall extend to Lessee's employees, patrons, guests and invitees), in common with others, of free ingress and egress by aircraft from the Leased Premises to the airfield.

(b) Use of Apron as Taxiway. The right to taxi its aircraft across the aircraft aprons appurtenant to the public general aviation terminal at the Airport ("FBO Aprons"), as needed to access the airfield in common with others to which County has granted a similar right. Lessee agrees to abide by any apron taxi lanes established by the County from time to time to regulate the movement of aircraft on and over the FBO Aprons and to conduct Lessee's operations in such a manner so as not to interfere with the use thereof by other lessees, licensees or permittees of the County. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees in connection with the aircraft.

(c) Public Aircraft Facilities. The right, in common with others, to use existing and future facilities on the Airport that provide for the landing, taking off and taxiing of aircraft including navigational aids, hazard designation and warning devices, air field security roads and fences, lighting and clear zone areas, subject to the applicable fees set from time to time by the County. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees in connection with the aircraft.

(d) Common Facilities. The right, in common with others, to use the public portions of the Airport and appurtenances thereto. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees in connection with the aircraft.

(e) Ingress and Egress. The right, in common with others, of free ingress to and egress from the Leased Premises over Airport roads, driveways and common areas,

as the same shall be specified as such from time to time by the County; provided, however, the foregoing is not intended in any way to relieve Lessee of its obligations to comply with the Airport's Security Plan (as described in Section 2.12 hereof) in force from time to time as required by the United States or its departments and agencies. Accordingly, Lessee shall be responsible for, among other things, controlling access to aircraft parked, stored or otherwise located on the Leased Premises and the air operations area. Lessee shall be responsible for payment of all fines or penalties resulting from violations of the Security Plan, whether published or in force by virtue of local, state or federal law or regulation. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees.

(f) Signs. The right to install identification and directional signs on and about the Leased Premises, subject to prior written approval of the Airports Director, which approval shall not be unreasonably withheld, unless the Director shall have provided such signs as part of an overall sign program, and in all events, such signs shall conform to any overall sign program of the County.

Section 1.13 County's Right to Enter and Inspect. Upon reasonable notice to Lessee (except for emergency or safety matters, in which event, no notice shall be required) the County shall have the right to enter any part of the Leased Premises at reasonable or necessary times for the purposes of inspection, protection or exercising any rights under this Agreement. It shall also have the right, upon reasonable notice to Lessee, to show the Leased Premises at any time within six (6) months prior to the termination of this Agreement.

Section 1.14 County's Right to Install Utilities. The County shall have the right to enter any part of the Leased Premises at reasonable or necessary times for the purposes of installing any utility lines or related equipment necessary for the Lessee or other users of the Airport.

Section 1.15 Surrender of Leased Premises at Termination. Upon termination, default or other expiration of this Agreement, Lessee shall immediately surrender the Leased Premises to County. Any and all capital improvements and fixtures shall become part of the Leased Premises and shall be surrendered to the County in good condition reasonable wear and tear

excepted. Lessee’s failure to surrender the Leased Premises to County within sixty (60) days of County’s request for the same based on termination, default of expiration of the Agreement shall constitute surrender unless Lessee initiates legal action to prevent the same within forty five (45) days of County’s request for the same.

ARTICLE II

LEASE TERM AND RESTRICTIONS ON USE

Section 2.1 Effective Date/Commencement Date. The Commencement Date shall be the _____ day of _____ 20_____.

Section 2.2 Term; Option to Extend. The term of this Agreement (“Term”) shall be twenty-five (25) years and shall commence on the Commencement Date and, unless terminated earlier pursuant to law or the provisions hereof, shall continue until midnight on January 31, 20_____ (“Termination Date”). Lessee may elect to extend the lease one (1) time for an additional five-year term at a rate to be determined by the Airports Director.

Section 2.3 Holding Over. Should Lessee hold over on any part of the Leased Premises with respect to which this Agreement has terminated, such holding over shall be deemed merely a month-to-month tenancy, but otherwise on all the terms and conditions herein provided.

Section 2.4 Right of County to Terminate by Cancellation. If, at any time during the original term or any renewal term hereof, County requires the use of the Leased Premises for airfield related purposes, including, but not limited to, expansion of runways and taxiways and compliance with any safety, clearance, or setback requirements that may be promulgated by FAA or any successor agency, this Agreement may be canceled by the County. Should the County elect to so cancel this Agreement it shall (i) advise Lessee as soon as possible when the issue arises and (ii) give Lessee written notice of cancellation and the purpose therefor at least one hundred eighty (180) days prior to the effective date of such cancellation ("Cancellation Date"). Upon such notice and the expiration of such notice period this Agreement shall automatically terminate and be of no further force and effect. Upon any such cancellation the County shall reimburse to Lessee an amount calculated by multiplying Lessee’s certificated Cost of Leasehold

Improvements by a fraction, the numerator of which shall be the number of months remaining on the Term hereof as of the date of termination and the denominator of which shall be three-hundred (300).

Section 2.5 Restrictions on Use. The Leased Premises and the Leasehold Improvements and all other property located thereon shall be used solely and exclusively as the base for Lessee's owned or leased aircraft and for no other business or activity whatsoever. It shall be a violation of this Lease for Lessee to use the property for any illegal use or for the purpose of furthering any illegal activity. Lessee shall not store aircraft that it does not own, lease and operate; Lessee shall not store itinerant aircraft in or on the Leased Premises except for such time as the owners or operators thereof are short-term guests, defined as less than fourteen (14) days per calendar year, of the Lessee. Lessee may service, and perform light maintenance on Lessee's aircraft in the hangar. Any service or maintenance required for any Aircraft belonging to or operated by guests or invitees of Lessee at the Leased Premises or elsewhere on the Airport shall be obtained from the FBO Manager or a licensed aircraft maintenance company located on the Airport, if possible.

Lessee is prohibited from engaging in any commercial activity whatsoever, aeronautical or otherwise, on or in the Leased Premises or elsewhere on the Airport except pursuant to a separate commercial business lease agreement granted to lessee by the Airports Director.

Section 2.6 Aviation Fuel/Aircraft Servicing. County operates the FBO on the Airport, including the General Aviation Terminal, hangars and aircraft parking aprons, and maintains and operates aviation fuel storage and delivery facilities from which it sells and dispenses aviation fuel to based aircraft owners and operators and itinerant aircraft owners and operators. Fuel will be sold to and pumped into Lessee's aircraft by County's FBO Staff. The fueling of tenant aircraft shall be provided by the FBO. All fuel shall be purchased from the FBO.

Section 2.7 Abandonment. Unless agreed to by the parties in writing, the failure of Lessee to utilize the Leased Premises over a continuous period in excess of one-hundred twenty (120) days for reasons which are not otherwise excused under this Agreement shall be deemed an abandonment of the Leased Premises by Lessee and therefore a failure to perform Lessee's

obligations under this Agreement. Upon such abandonment, County shall have the right, but not the obligation, to give notice of default under Section 9.1(d) hereof. The mere occupancy of the Leased Premises by an employee of Lessee without the storage of aircraft in the Hangar shall not mitigate the requirements of this section.

Section 2.8 Garbage and Refuse Storage and Removal. Lessee shall be responsible for garbage and refuse storage and removal in compliance with all Airport and other applicable rules and regulations regarding the disposal of trash and garbage, and at Lessee's expense.

Section 2.9 Noise, Waste, Odor, Vibrations and Annoyances. Lessee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste (which includes failing to maintain improvements to standards established by the County and allowing capital improvements to deteriorate) at the Leased Premises or annoy, disturb or be offensive to others at the Airport, and shall take all reasonable measures, using the latest known and most practicable devices and means, to prevent waste and to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations tending to damage any Leasehold Improvements or interfere with activities at the Airport, and to maintain a sound level in its operations that is in compliance with any applicable governmental rules and regulations.

Section 2.10 Prohibited Acts. In connection with the exercise of its rights to use and occupy the Leased Premises, or otherwise in its use of or on the Airport, Lessee shall not:

- (a) Conduct its operations in a manner that deprives the public of its rightful, equal and uniform use of Airport property;
- (b) Conduct its operations in a manner that interferes with reasonable use by others of common facilities;
- (c) Conduct its operations in such a way as to hinder police, firefighting or other emergency personnel in the discharge of their duties or as to constitute a hazardous condition that would increase the risks normally attendant upon the operations contemplated under this Agreement;

(d) Conduct or facilitate illegal activities on Airport property or use the aircraft for illegal purposes or to further illegal activities; or

(d) Store bulk aviation gasoline (AVGAS), kerosene, automobile gasoline, oils, or other petroleum liquids in or at the Leased Premises without prior permission of the Airport Director.

Section 2.11 Environmental Representation and Covenants.

(a) Except as is necessary for the normal and ordinary use of the Leased Premises, as set forth in Section 2.5 above, Lessee shall not cause, permit or suffer any Hazardous Materials (as defined below) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Leased Premises or any portion thereof, by Lessee, its agents, employees, contractors, invitees or permitted subtenants or assigns, except in strict compliance with the Environmental Laws, as defined below. For purposes of this Agreement and this section, the term "Hazardous Materials" shall mean and include, without limitation, all types of chemical substances, petroleum products, flammable explosives, radioactive materials, urea, formaldehyde, PCB's, asbestos or material containing asbestos, and any other illegal, regulated, hazardous, toxic, dangerous or otherwise harmful waste, substance or material. For purposes of this Agreement and this paragraph, the term "Environmental Laws" shall mean and include, without limitation, any and all federal, state, county, city or other law, statute, ordinance, treaty, code, rule, regulation, order or decree as may now or at any other time be or have been in effect, regulating, establishing liens for the cleanup of, imposing liability or standards of conduct concerning, or in any manner relating to any Hazardous Materials. For purposes of this Agreement and this paragraph, the term "Release" shall mean and include, without limitation, any and all discharging, spilling, leaking, dumping, emitting, emptying, seeping, injecting, escaping, leaching, disposing and the like.

(b) Lessee shall not cause, permit or suffer the existence or the commission by Lessee, its agents, employees, contractors or invitees, or by any other person, of a violation of any Environmental Laws upon, about or beneath the Leased Premises or any portion thereof.

(c) Lessee shall not create or suffer to exist with respect to the Leased Premises, or permit any of its agents, employees, contractors, or invitees to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind arising out of any Environmental Laws. Should any such lien, security interest or other charge or encumbrance be filed against the Leased Premises, Lessee shall cause said lien, security interest or other charge or encumbrance to be removed from the Leased Premises or shall provide a bond satisfactory to County for the payment or satisfaction thereof. Said actions shall be taken by Lessee as soon as practicable; provided that said actions shall be taken in no event later than thirty (30) days from the filing, posting or notice of such lien, security interest or other charge or encumbrance.

(d) Lessee covenants and agrees, at its sole cost and expense, to defend, indemnify and hold harmless County from and against any and all damages (including without limitation all foreseeable and unforeseeable consequential damages), losses, liabilities, obligations, penalties, costs (including without limitation, the cost of any required or necessary inspection, audit, cleanup or detoxification and the preparation of any closure or other required plans, consent orders, license applications, or the like), personal injury or death, damage to property, claims, litigation costs, disbursements or expenses including, without limitation, attorneys and experts reasonable fees and disbursements which may at any time be imposed upon, incurred by or asserted or awarded against County, and arising from or out of (i) the use, generation, storage, disposal of or the release of any Hazardous Materials by Lessee, its employees, agents and contractors upon, about, beneath or affecting all or any portion of the Leased Premises or any surrounding areas, where such surrounding areas have been contaminated as a result of the use or Release of Hazardous Material by Lessee, its

employees, agents and contractors on the Leased Premises, or (ii) the enforcement of this Agreement as to matters concerning this Section 2.10 arising after the Commencement Date, whether or not any claims prove to be true or false.

(e) Lessee shall, upon demand of County, and at its sole cost and expense, promptly take all remedial actions with respect to the Leased Premises which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to remove any Hazardous Materials from the Leased Premises and restore the Leased Premises to compliance with the Environmental Laws, which remedial action is necessitated from the presence upon, about or beneath the Leased Premises of any Hazardous Material because of, or violation of any Environmental Laws by, Lessee, its agents, employees, contractors, invitees or permitted subtenants or assigns. Lessee shall take all actions necessary to restore the Leased Premises to the condition existing prior to the Commencement Date, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. Any such remediation shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Leased Premises.

(f) Should Lessee have heretofore caused or permitted from the Commencement Date, or cause or permit subsequent to the Commencement Date, any intentional or unintentional Release of Hazardous Materials upon, about or beneath the Leased Premises, whether or not such Release results in damage to soil, surface water, ground water, flora, fauna or humans on the Leased Premises, or within waters of the State or the United States, or on other properties, it shall promptly notify all federal, state and local regulatory agencies of the release as required by law and shall notify County of the release, in writing, within seven (7) days of determining that a Release has occurred. Lessee shall further notify County within seven (7) days after the receipt by Lessee of notice of any demand or claim or the commencement of any action, suit or proceeding in respect of any of the matters referenced in this paragraph. It is expressly understood and agreed that failure by County to object to any actions taken by Lessee hereunder shall not

be construed to be an approval by County of Lessee's actions, nor shall it be construed as a waiver by County of any right related thereto.

(g) County shall, at all times, be free to inspect the Leased Premises and may independently establish to its satisfaction and in its absolute discretion the existence or non-existence of any fact or facts, the existence or non-existence of which is relevant to any claim or defense of any matter related herein, and Lessee shall allow County or its agents access to the Leased Premises as is reasonably necessary to establish such facts.

(h) Should Lessee fail to perform or observe any of its obligations or covenants contained in this paragraph, then County shall have the right, but not the duty, without limitation upon any of the other rights of County pursuant to this Agreement, to enter the Leased Premises itself or through its agents, consultants or contractors and perform the same. Lessee agrees to indemnify County for the costs thereof and liabilities therefrom as set forth in subsection (d) above. The provisions of this Section 2.11 shall survive the termination of this Agreement.

Section 2.12 Airport Security. Lessee acknowledges that the Airport may have certain security requirements imposed upon it by the United States, including the Department of Homeland Security and the Transportation Security Administration. Lessee agrees that its use and occupancy of the Leased Premises will be bound and constrained by any such security requirements that it is given Notice of, and that, upon notification by the Airport, it will abide by and comply with all such restrictions, constraints, rules, regulations, orders, plans or decrees (collectively "Security Plan") enacted by, or imposed upon County, by the United States and its security agencies in, on and about the Leased Premises and the Airport. Lessee further agrees that the requirement to comply with any such Security Plan shall not entitle Lessee to damages or the right to terminate or modify this Agreement.

Section 2.13 Additional Compliance Requirements. It is intended that the standards, obligations and duties imposed by this Article II shall be maintained and complied with by Lessee in addition to its compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than

the standards, duties and obligations imposed on Lessee hereunder, then Lessee shall comply with such laws, ordinances and regulations in its operations under this Agreement. Noncompliance with any governmental law, ordinance or regulation, the validity of which shall be contested in good faith and with reasonable promptness, shall not be interpreted as a violation of this covenant until such contest shall have been abandoned or the time for objection or appeal has expired.

ARTICLE III

RENTS, FEES AND CHARGES

Section 3.1 Ground Rent. For each twelve (12) month period beginning on the Commencement Date ("Lease Year"), Lessee shall pay to County, for the premises and privileges granted hereunder, the amount of twenty-five (.25¢) cents per square foot of leased property.

The annual rental shall, by agreement of the parties each year, be payable in lump sum at the beginning of each twelve-month period or be payable in twelve (12) equal monthly installments of \$ _____, in advance and without demand, on the first day of each month. All such payments are to be made in lawful money of the United States of America.

Section 3.2 Rental Adjustments. The annual rent payable by Lessee for the Leased Premises shall be increased (but not decreased) at the beginning of the third anniversary of the Commencement Date. The annual lease payment ("rent") set forth above shall increase three (3%) percent beginning three (3) years from the date the lease commences and continuing each year thereafter throughout the life of this Agreement.

Section 3.4 Reserved.

Section 3.5 Method and Manner of Payment. All payments required to be made by Lessee hereunder shall be made in lawful money of the United States of America in the offices of the Airport Director at the FBO or to such other location as the Airport Director may designate in writing to Lessee.

Section 3.6 Delinquent Payments. Without waiving any other right of action available to the County, should Lessee be delinquent in paying the County any payment required by this Agreement for a period of ten (10) days or more, Lessee shall pay the County interest thereon at the rate of eighteen percent (18%) per year from the date such amount was due and payable until paid.

Section 3.7 Fees and Taxes. The Lessee agrees to pay, when due, all fees, taxes and assessments charged, assessed or levied by any governmental authority on the Leased Premises and lessee's personal; property therein and thereon, or in order to carry on Lessee's business at the Leased Premises. No such payment shall be considered a payment of rent, fees or use charges entitling the Lessee to a credit under any other provision of this Agreement. The failure to pay any tax, license, fee, or assessment, the validity of which shall be contested in good faith and with reasonable promptness, shall not be interpreted as a violation of this covenant until such contest shall have been resolved in the taxing authority's favor or abandoned or the time for objection or appeal has expired.

Section 3.8 Triple Net Lease. This Agreement shall be without cost to County during the Term and any subsequently granted renewal terms, continuance, replacement lease or hold over. It is the intent of County and Lessee that this Agreement be defined, interpreted and enforced as a triple net lease to County and Lessee shall pay all costs and expenses associated with occupancy and use of the Leased Premises, except as expressly set forth herein.

ARTICLE IV

MAINTENANCE, ALTERATIONS, REPAIRS AND UPKEEP

Section 4.1 Maintenance of the Leased Premises. The provisions of Section 3.8 hereof notwithstanding:

- (a) Lessee shall be obligated, without cost to the County, to maintain the Leased Premises and every part thereof in good appearance, repair and safe condition. Lessee shall maintain the Leasehold Improvements, and all interior finishes, furnishings, unattached fixtures and equipment located on the Leased Premises.

(b) The County shall be the sole judge of the quality of maintenance. The County or its authorized agents may at any time, without notice, enter upon the Leased Premises to determine if maintenance satisfactory to the County is being accomplished. If County determines in its sole and absolute discretion that the maintenance of the Leased Premises is deficient, it may mitigate the deficiency at Lessee's expense and the cost of such mitigation shall be billed to Lessee by County, and paid by Lessee, as additional rent hereunder. Lessee shall remit the amount of such additional rent to County within fifteen days of receipt of County's documented statement of the cost of such mitigation.

Section 4.2 Repairs. The Lessee agrees to make all reasonably necessary repairs and replacements of the Leasehold Improvements. All such repairs and replacements shall be of quality equal to the original in materials and workmanship. Should Lessee fail to make such repairs, County shall have the right to enter the Leased Premises and make such repairs, or cause them to be made, and the cost thereof shall be chargeable to Lessee as additional rent hereunder. Lessee shall remit the amount of such costs to County within fifteen days of receipt of County's documented statement of the cost of such repairs.

Section 4.3 Condition at Termination. Lessee agrees to surrender and deliver up the Leased Premises at the termination of this Agreement in good order and condition, reasonable wear and tear excepted. Upon termination of this Agreement, Lessee shall have the right to remove all of its removable personal property and trade fixtures from the Leased Premises provided such removal is done within thirty (30) days of such termination and in a manner so as not to deface or otherwise adversely affect the physical appearance of the Leased Premises.

Section 4.4 Alterations to Leased Premises. Before making alterations to the Leasehold Improvements Lessee shall first obtain the written consent of the Airport Director, such consent not to be unreasonably withheld or delayed. All alterations to the Leased Premises made by the Lessee shall be made at the Lessee's expense and shall be made in a workmanlike manner without damage to the Leased Premises, except such that is repaired or corrected by the Lessee. The Airport Director shall have the right to review and approve in writing the plans and

specifications for such alterations and to impose requirements for permits, insurance and bonding for such improvements and alterations.

ARTICLE V

INDEMNIFICATION AND INSURANCE

Section 5.1 Indemnification - County Held Harmless. It is an express condition of this Agreement that, except where caused solely by its negligence, County, its elected officials, officers, agents and employees shall be free from any and all claims, debts, demands, liabilities or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its agents or employees, or of any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Leased Premises or any part thereof, or otherwise arising from Lessee's operations under and during the term of this Agreement; and Lessee shall indemnify, defend and save harmless the County, its elected officials, officers, agents and employees against and from any and all such claims, demands, debts, liabilities and causes of action (including attorneys' fees and costs). In any circumstances in which Lessee provides a defense to the County, it shall employ attorneys for such defense that are reasonably acceptable to County. The provisions of this indemnity shall survive the termination of this Agreement.

Section 5.2 Liability Insurance. Lessee shall maintain an insurance policy on all aircraft that shall occupy the leased hanger. This policy shall have minimum limits of coverage in the amount of one million dollars (\$1,000,000). Beaufort County shall be named as an additional insured under the policy. Prior to (or within fifteen (15) days after the effective date of this Agreement, Lessee shall provide County with a certificate showing proof of such insurance. Said certificate shall be obtained from the underwriter and not the agent. Lessee shall notify County of any changes in the insurance coverage and shall do so within fifteen (15) days of the effective date of the change.

All liability policies shall be occurrence based.

Section 5.4 Fire and Extended Coverage. Lessee, at its own cost and expense, shall insure for fire and extended coverage risks all Leasehold Improvements on the Leased Premises. Such insurance shall be in an amount equal to the full insurable value of such improvements. All fire insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. Lessee agrees that any payments received from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of the Leasehold Improvements or paid to the County in accordance with Article VI hereof.

Section 5.5 Certificates Evidencing Coverage: Insurer Acceptable to County. A certificate evidencing all insurance coverage required of Lessee under this Article V shall be filed with the County on or prior to the Commencement Date, and such certificate shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to the County. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be filed with the County. If such insurance coverage is canceled or reduced, the Lessee shall within fifteen (15) days after receipt of written notice from the County of such cancellation or reduction in coverage, file with the County a certificate showing the required insurance has been reinstated or provided through another insurance company or companies. The company or companies furnishing insurance pursuant to this Article V shall be qualified to issue insurance effective in the State of South Carolina and be of sound and adequate financial responsibility to fulfill their obligations hereunder, and to that end the selection of such insurance companies shall be subject to the approval of County, which approval shall not be unreasonably withheld.

Section 5.6 Waiver of Subrogation. County and Lessee mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried hereunder, to the extent permitted by the applicable insurance policy or policies, the party carrying or required to carry such insurance and suffering any such loss hereby releases the other of and from any and all claims with respect to such loss and County's and Lessee's insurance

companies shall have no right of subrogation against the other or any party hereto on account thereof.

ARTICLE VI

DAMAGE OR DESTRUCTION TO LEASED PREMISES

In the event of damage or casualty to any part of the Leased Premises including the Leasehold Improvements, Lessee shall be required to repair or replace damaged property. If Lessee elects to terminate the Lease, Lessee shall pay to County the amount of insurance proceeds it receives for such damage or casualty.

ARTICLE VII

ASSIGNMENT AND SUBLETTING

Lessee shall neither assign nor transfer this Lease, or any right or leasehold interest granted to it by this Agreement, without the written consent of the Airports Director such consent not to be unreasonably withheld. Any such assignment or sublease shall be in writing and promptly upon the execution thereof, Lessee shall furnish a copy to the County.

ARTICLE VIII

DEFAULT BY LESSEE

Section 9.1 **Default**. The happening of any one or more of the following listed events and the expiration of any notice and cure periods herein provided (which events, upon such expiration, are hereinafter referred to singularly as “Event of Default” and plurally as “Events of Default”) shall constitute a breach of this Agreement on the part of Lessee, namely:

- (a) The filing by, on behalf of, or against Lessee of any petition or pleading to declare Lessee a bankrupt, voluntary or involuntary, under any Bankruptcy Act or law, which is not dismissed within sixty (60) days after the date of filing.

(b) The commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Lessee insolvent or unable to pay its debts, which is not dismissed within sixty (60) days after the date of filing.

(c) The failure of Lessee to pay any rent or any other amount payable under this Agreement within ten (10) days after written notice by the County that the same is due and payable.

(d) The failure in any material respect of Lessee to comply with or to perform, fully and promptly, any act required of it under the terms of this Agreement, or otherwise to comply with any term or provision hereof within the shorter of -- (i) the time specifically required, or (ii) thirty (30) days after written notice by the County to the Lessee to do so, unless such default cannot be cured within such period and Lessee has in good faith commenced and is prosecuting the cure thereof, in which case the Lessee shall have a reasonable extension of such period in order to cure such default.

(e) The appointment by any court or under any law of a receiver, trustee or other custodian of the property, assets or business of Lessee, who is not dismissed within sixty (60) days after the date of appointment.

(f) The assignment by Lessee of all or any part of its property or assets for the benefit of creditors.

(g) The failure of Lessee to comply with the requirements of any component or requirement of Section 2.5 and Section 2.12 above.

Section 9.2 Waiver. No Waiver by the County of default by the Lessee of any terms, covenants, or conditions hereof kept and to be performed, preserved by the Lessee shall be construed to be a waiver of any subsequent default. The acceptance of rental or the performance of all or any part of this Agreement by the County for or during any period or periods after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the County to declare a default or cancel this Agreement for a subsequent breach thereof.

ARTICLE IX

EFFECT OF DEFAULT

Upon the occurrence of any Event of Default as defined in Article IX above and the failure of the Lessee to cure such default in the time period set forth in said Article IX, the County shall have the right to terminate this Agreement by written notice to the Lessee, which termination shall be effective as of the date of said written notice. Upon any such termination, whether by lapse of time or otherwise, Lessee shall promptly surrender possession and vacate the Leased Premises and deliver possession thereof to the County, and Lessee hereby grants to the County full and free license to enter into and upon the Leased Premises in such event and with or without process to expel or remove Lessee and any others who may be occupying the Leased Premises and to remove therefrom any and all property, using for such purpose such force as may be necessary without being guilty or liable for trespass, eviction, or forcible entry or detainer and without relinquishing the County's right to the rent due from Lessee or any other right given to the County hereunder or by operation by law. Except as otherwise expressly provided in this Agreement, Lessee hereby expressly waives the service of demand for the payment of rent or for possession of the Leased Premises or to re-enter the Leased Premises, including any and every form of demand and notice prescribed by any statute or other law.

ARTICLE X

TERMINATION BY CANCELLATION AND DEFAULT BY COUNTY

Section 11.1 Right of Lessee to Terminate by Cancellation. Provided that Lessee is not in default, Lessee may terminate this Agreement for any reason with six (6) months' notice to the Lessor and cancel all of its obligations hereunder by giving written notice to County in the manner as hereinafter provided upon or after the happening of any one of the following events:

- (a) The inability of the Lessee to use the Leased Premises for a period in excess of sixty (60) days, because of the issuance of any order, rule or regulation by the United States or an instrumentality thereof preventing the Lessee from operating at the Leased Premises for cause or causes not constituting a default under this Agreement;

(b) The default by the County in the performance of any covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of sixty (60) days after receipt from the Lessee of written notice to remedy the same, unless such default cannot be cured within such sixty (60) day period and the County has in good faith commenced and is prosecuting the cure thereof, in which case the County shall have a reasonable extension of such period in order to cure such default; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if the County shall have remedied the default prior to receipt of the Lessee's notice of cancellation;

(c) The assumption by the United States or an instrumentality thereof of the operation, control or use of the Airport or any substantial part thereof in such a manner as

to substantially restrict the Lessee for a period of at least ninety (90) days from operating its business at the Airport; or

(d) The issuance by any court of competent jurisdiction of an injunction restraining the use of the Airport or the Leased Premises if said injunction shall remain in force for more than ninety (90) days and is not caused in whole or in part by the acts or failures to act of Lessee.

Section 11.2 Waiver. The Lessee's performance of all or any part of this Agreement for or during any period or periods after a default of any of the terms, covenants or conditions hereof to be performed, kept or observed by the County, or the occurrence of such other event as may excuse performance, shall not be deemed a waiver of any right on the part of Lessee (i) to cancel this Agreement for failure by the County so to perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed, or by reason of such occurrence, or (ii) to enforce any other right that the Lessee may have by reason of such failure or occurrence. No waiver by the Lessee of any of the terms, covenants or conditions hereof shall be construed to be or act as a waiver by Lessee of any subsequent default or occurrence.

ARTICLE XI

GENERAL PROVISIONS

Section 12.1 Restrictions and Regulations. The activities conducted by Lessee pursuant to this Agreement shall be subject to:

(a) Any and all applicable rules, regulations, orders and restrictions which are now in force or which may be adopted hereafter by County with respect to the operation of the Airport, including restrictions on arrivals and departures;

(b) Any and all orders, directions or conditions issued, given or imposed by, the County with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas or public areas on the Airport; and

(c) Any and all applicable laws, ordinances, rules, statutes, regulations or orders, including, but not limited to, environmental statutes, regulations or orders of any governmental authority, federal, state or municipal, lawfully exercising authority over the Airport or Lessee's operations, including restrictions on airline schedules of arrivals and departures.

County shall not be liable to Lessee for any diminution or deprivation of Lessee's rights hereunder on account of the exercise of any such authority, nor, except as elsewhere expressly provided in this Agreement, shall Lessee be entitled to terminate the whole or any portion of this Agreement by reason thereof unless the exercise of such authority shall so interfere with Lessee's use and enjoyment of the Leased Premises as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of South Carolina.

Section 12.2 Waiver of Claims. Lessee hereby waives any claim against the County and its elected officials, officers, agents or employees for loss of anticipated profits caused by any suit or proceeding attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.

Section 12.3 Waivers. Every provision herein imposing an obligation upon County or Lessee is a material inducement and consideration for the execution of this Agreement. No waiver by County or Lessee of any of the terms, covenants or conditions of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, covenant or condition herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the County to re-enter the Leased Premises or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of fees then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or acquiescence therein. No notice by County shall be required to restore or revive time as being of the essence hereof after waiver by County of default in one or more instances.

Section 12.5 Situs and Service of Process. This agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina. In the event of a dispute relating to the terms of this agreement, any resulting action shall be instituted and prosecuted in the appropriate courts in Beaufort County, South Carolina.

Section 12.6 Agreement Binding Upon Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 12.7 Time of Essence. Time is expressly agreed to be of the essence of this Agreement.

Section 12.8 Applicable Law. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of South Carolina.

Section 12.9 Quiet Enjoyment. The County agrees that Lessee, upon payment of all fees, charges and other payments required under the terms of this Agreement and observing and keeping the conditions and covenants of this Agreement on its part to be observed and kept, shall lawfully acquire and hold, use and enjoy the Leased Premises during the Term of this Agreement.

Section 12.10 Lessee’s Dealings with County. Whenever in this Agreement, the Lessee is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the County, the Lessee shall deal with the County’s authorized representative; and unless or until the County shall give Lessee written notice to the contrary, the County’s authorized representative shall be the Airport Director.

Section 12.11 Notices, Consents and Approval. All notices, consents and approvals required or authorized by this Agreement to be given by or on behalf of either party to the other shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given at the time a registered or certified letter properly addressed, postage prepaid, is deposited in any United States post office.

(a) Notice to the County shall be addressed to it and delivered in person or by U.S. Mail to the office of the Airport Director, Beaufort County Airport, 39 Airport Circle, Beaufort South Carolina 29907, either by registered or certified mail, postage prepaid, or at such other office as it may hereafter designate by notice to the Lessee in writing.

(b) Notice to the Lessee shall be addressed to the attention of:

[address]

Beaufort, SC 29907

either by registered or certified mail, postage prepaid, or at such other office in the continental United States as it may hereafter designate by notice to the County in writing.

Section 12.12 Drug-Free Workplace. Lessee will provide a Drug-Free Workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the

facilities and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Notifying the employee in the statement required by Section 12.12(a) that, as a condition of employment, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(c) Notifying the County within ten (10) days after receiving notice under subparagraph (b)(2) from any employee or otherwise receiving actual notice of such conviction.

(d) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (b)(2) with respect to any employee who is so convicted:

(i) Taking appropriate personnel action against such employee up to and including termination; or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement or other appropriate agency.

(e) Making a good faith effort to continue to maintain a Drug-Free Workplace through implementation of subparagraphs (a) through (d).

Section 12.13 Independent Contractor. The parties hereto agree that the Lessee is an independent contractor and not subject to direction or control by the County, except as specified in this Agreement, and except by general rules and regulations adopted for the control and regulation of the Airport and its facilities.

Section 12.14 Interpretation. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either County or Lessee. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of provisions of this Agreement. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 12.15 Memorandum of Lease in Lieu of Recording. The parties agree that should either desire that adequate legal notice of this Agreement be given on the public records of Beaufort County, South Carolina, the other will agree to the execution of a memorandum of this Agreement containing a sufficient description of the parties, the Leased Premises and Term of this Agreement to comply with the minimum requirements for the giving of such notice.

Section 12.16 Warranty of Title. The County represents and warrants that it has good and merchantable fee simple title to the Site and has full right to lease the Site to Lessee.

Section 12.17 Entire Agreement. The provisions of this Agreement contain the entire understanding between the parties. This Agreement supersedes any and all verbal representations, communications and/or prior writings between the parties. This Agreement may not be changed, altered, modified or amended except in writing and with the mutual consent of the parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in duplicate, with all the formalities required by law.

Lessee:

WITNESS

By: _____

Title: _____

Date: _____

County of Beaufort as Lessor:

WITNESS:

By: _____

[Title]

Date: _____

(LEASE) EXHIBIT A - DEPICTION OF LEASED PREMISES

(LEASE) EXHIBIT B - LEASED PARCEL DESCRIPTION, BEAUFORT COUNTY AIRPORT

EXHIBIT B

TYPICAL HANGARS



80' x 80'



180' x 50'

EXHIBIT C





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Accommodations Tax/ Hospitality Tax reserve fund ordinance</i>
MEETING NAME AND DATE:
County Council 09/28/2020
PRESENTER INFORMATION:
<i>Hayes Williams Interim CFO 15 minutes</i>
ITEM BACKGROUND:
<i>The motion was approved at the Finance Committee meeting on 09/21/2020. Beaufort County Council wishes to have a method to access ATax and HTax funds in case of a disaster, pandemic or other occurrence on a case by case basis.</i>
PROJECT / ITEM NARRATIVE:
This ordinance would allow County Council to approve a resolution to allocate ATax and/or HTax reserves/ funds for purposes that are permitted under their related statute.
FISCAL IMPACT:
<i>Funding would be available from fund balance related to ATax or HTax funds.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends Council to approve the ordinance.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve the County ordinance related to the ATax/ Htax reserve funding.</i>

ORDINANCE 2020-_____

AN ORDINANCE TO PROVIDE FOR A METHOD FOR ALLOCATING RESERVE ACCOMMODATIONS TAX AND/OR HOSPITALITY TAX REVENUES; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Beaufort County (the “County”), collects and administers a 3% local accommodations tax pursuant to SC Code Sections 4-9-30 and 6-1-500 et seq. and as provided in Beaufort County Code Section 66-42 et seq. (the “ATax”); and

WHEREAS, pursuant to Beaufort County Code Section 66-47(c)(1), twenty percent of collections over and above those allocated for specific enumerated uses are allocated to establish a reserve fund for emergency or unforeseen needs; and

WHEREAS, the County collects and administers a 2% local hospitality tax pursuant to SC Code Sections 4-9-30 and 6-1-700 et seq. and as provided in Beaufort County Code Section 66-531 et seq. (the “Htax”); and

WHEREAS, Beaufort County Council is desirous of establishing procedures for allocating certain of these funds in emergency situations;

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

1. By approval of a resolution by County Council, funds may be allocated out of ATax and/or Htax reserves for permitted use of funds by statute in cases of, a) a near miss of a hurricane, b) for response to a declared disaster, and c) for other such targeted needs as determined by Council on a case-by-case basis,

2. Section 66-44(b) of the Beaufort County Code of Ordinances, entitled “Permitted uses of local (3%) accommodations tax funds” is amended to read:
 “Authorization to utilize any funds from the County of Beaufort, South Carolina, Local Accommodations Tax Account, shall be by ordinance duly adopted by the county council for the County of Beaufort, South Carolina, except for expenditures following an emergency as provided in Ordinance 2020-____, which may be authorized by approval of a resolution.”

3. Beaufort County Code Section 66-537 is amended to read as follows:
 Sec. 66-537. - Management and use of hospitality tax.
 - (a) Fund the approved annual operating expenditures of the program at an amount not to exceed eight percent of the funds collected;
 - (b) Allocate the remaining balance through the county’s annual budget process; except
 - (c) County Council may make emergency appropriations as provided in 2020 Ordinance number _____ by approval of a resolution.

ADOPTED IN MEETING DULY ASSEMBLED 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:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Discussion and action item to Amend Ordinance 2019/56 Penn Center Renovations</i>
MEETING NAME AND DATE:
County Council 09/28/2020
PRESENTER INFORMATION:
<i>Ashley Jacobs County Administrator 10 Minutes</i>
ITEM BACKGROUND:
<i>This amended Ordinance was approved at the 09/21/2020 Finance Committee meeting. Ordinance 2019/56 allocated funds for Phase I of the Penn Center Renovations totaling \$822,000. The ordinance specifies Oceana Design as the architect and assigning responsibility to the firm for reviewing and approving invoices.</i>
PROJECT / ITEM NARRATIVE:
Penn Center is not satisfied with Oceana Design’s work, and requests an amendment to Ordinance 2019/56 that removes Oceana Design and allows for an RFQ from other architectural firms to be issued in order to complete the necessary renovations at Penn Center.
FISCAL IMPACT:
<i>No new funds required</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends amending the ordinance to have Beaufort County Purchasing issue an RFQ and award the contract with input and assistance from Penn Center.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to Amend Ordinance 2019/56 to remove Oceana Design and authorize Beaufort County Purchasing to issue an RFQ for architectural services.</i>

2020-__

AN ORDINANCE APPROPRIATING FUNDS NOT TO EXCEED \$ 822,000 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUNDS TO PENN CENTER, INC. TO ASSIST WITH PHASE I BUILDING PRESERVATION, RENOVATION AND RESTORATION OF HISTORIC BUILDINGS ON THE PENN CENTER CAMPUS AND OTHER MATTERS RELATED THERETO

WHEREAS, Penn Center, Inc. ("Penn") is a 501(c)(3) non-profit organization. Its mission is to promote, preserve and protect Penn Center's history and culture through education, community development and social justice. It operates Penn Center one of the most significant African American historical and cultural institutions in existence today. It is a prominent historic tourist destination . It is located on Martin Luther King Drive (TMS No. R300016 000 0094 0000). Penn seeks financial assistance from the County to fund its efforts to preserve, protect, renovate and restore historically significant buildings on Penn Center's campus which currently serve, and will continue to serve for years to come, as a destination for tourists, visitors and scholars to Beaufort; and

WHEREAS, to facilitate and guide this effort, Penn has established a two-phase building preservation, renovation and restoration plan. Phase I improvements are described on Penn Center Building Restoration and Maintenance Plan (Exhibit " A"). This phase is estimated to cost approximately \$822,000. Penn seeks assistance from the County for this phase of the project; and

WHEREAS, Beaufort County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide assistance to Penn in this effort.

NOW THEREFORE, BE IT ORDAINED by Beaufort County Council that an appropriation to Penn Center, Inc. in an amount not to exceed \$ 822,000 is hereby authorized from the 3% Local Accommodations Tax fund to assist with Phase I building preservation, renovation and restoration as set forth in Exhibit A (collectively the "Work") which is incorporated herein by reference. This appropriation is contingent upon each of the following conditions:

1. Receipt of a properly completed local A-tax application and review of the same pursuant to Resolution 2019 /31;
2. contracts for the Work shall be awarded through the Beaufort County procurement process;
3. Penn shall contract with an architectural/engineering firm hired through a Beaufort County RFQ process, to provide architectural review and contract administration services for all work which is performed utilizing these funds;
4. The architectural/engineering firm shall review, approve and submit to Beaufort County, directly, all Applications for Payment;
5. Beaufort County shall retain the funds in their entirety and shall make payment only upon receipt of approved Applications for Payment from the architectural/engineering firm and only upon the terms specified therein; and
6. Funds will be utilized solely for the capital improvement projects which are identified in Exhibit " A" and solely for the purposes specified therein; and

7. Penn shall comply with all reporting requirements which Beaufort County recently adopted relating to 3% Local A-Tax appropriations which are set forth in Resolution 2019/31.

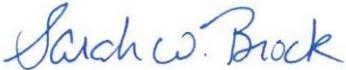
DONE this ____ day of _____ 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:



Sarah W. Brock, Clerk to Council

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



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE TO ESTABLISH "SHORT TERM HOME RENTAL" AS A SPECIAL USE

Council Committee:

County Council

Meeting Date:

August 10, 2020

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

Issues for Consideration:

The Natural Resources Committee reviewed, for the second time, the original amendment in early 2019 and, based on public input that we should adopt something more in character with our locale, appointed a STR Citizens Committee to study the issue. The committee met 4 times and are recommending the proposed attached amendment as a result of their work. The proposal will amend the current ordinances on Bed and Breakfast to create a category known as "Lodging: Short Term Home Rental" with a limitation that consecutive days rental can not exceed 29 days.

Points to Consider:

Leave the definitions as currently stated in the CDC for Bed and Breakfast development standards and definitions which carries no standard for the length of time rented but must be owner occupied.

Amend the CDC to create the Short Term Home Rental provision that defines the term and further regulates the use while doing away with the owner occupied provision.

Funding & Liability Factors:

None of significance. Will possibly generate more personal property tax, business license fees, and accommodation taxes.

Council Options:

Approve the amendment.
Deny the amendment and leave things currently as regulated by the CDC.

Recommendation:

Staff recommends approval of the amendment.
NRC approved on July 6, 2020

2020 /

TEXT AMENDMENT TO SECTIONS 3.1.60 (CONSOLIDATED USE TABLE), 3.1.70 (LAND USE DEFINITIONS) AND 4.1 (SPECIFIC TO USE) OF THE COMMUNITY DEVELOPMENT CODE TO ESTABLISH “SHORT-TERM RENTALS” AS A SPECIAL USE.

WHEREAS, added text is highlighted in yellow and deleted text is struck through.

Adopted this _____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council

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

- Chronology
- Third and final reading occurred (Date) / Vote ??
 - Public hearing occurred (Date)
 - Second reading occurred (Date) / Vote ??
 - First reading occurred (Date) / Vote ??
 - Natural Resources Committee discussion and recommendation (Date) / Vote ??

3.1.60 Consolidated Use Table

Table 3.1.60. Consolidated Use Table (continued)

Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI
RETAIL & RESTAURANTS (continued)																		
15. Day Care: Family Home (up to 8 clients)	--	P	P	P	P	P	P	P	P	P	P	P	P	P	P	TCP	TCP	--
16. Day Care: Commercial Center (9 or more clients)	--	--	--	--	C	C	--	--	--	C	C	C	C	C	TCP	C	C	C
17. Lodging: Bed & Breakfast (5 rooms or less)	--	S	S	--	P	P	P	P	P	P	P	P	P	P	TCP	TCP	TCP	--
17. Lodging: Short Term Home Rental (STHR)	--	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	--
18. Lodging: Inn (up to 24 rooms)	--	S	--	--	--	S	--	--	--	--	P	P	P	P	TCP	P	P	--
19. Lodging: Hotel	--	--	--	--	--	--	--	--	--	--	--	--	P	P	--	P	P	--

"P" indicates a Use that is Permitted By Right.
 "C" indicates a Use that is Permitted with Conditions.
 "S" indicates a Use that is Permitted as a Special Use.
 "TCP" indicates a Use that is permitted only as part of a Traditional Community Plan under the requirements in Division 2.3
 "--" indicates a Use that is not permitted.

3.1.70 Land Use Definitions

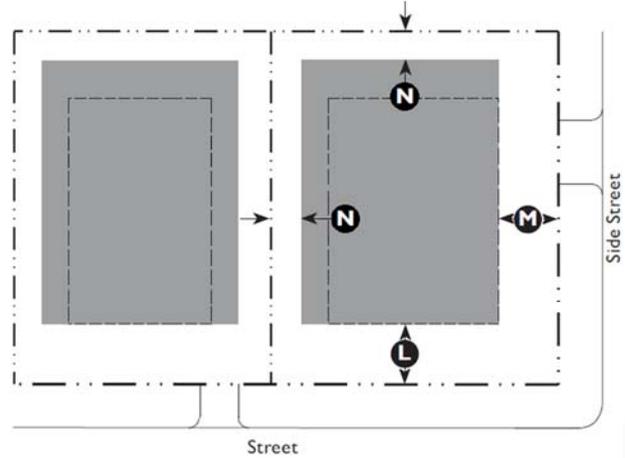
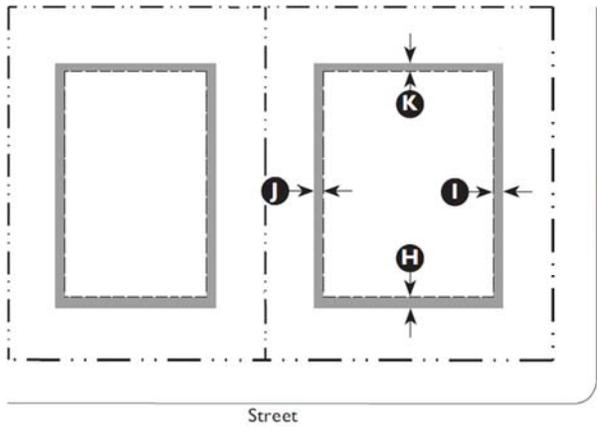
OFFICES AND SERVICES

This category is intended to encompass activities, without outdoor storage needs, that are primarily oriented towards office and service functions.

Land Use Type	Definition
6. Day Care: Family Care Home	A state-licensed facility in a private home where an occupant of the residence provides non-medical care and supervision for up to 8 unrelated adults or children, typically for periods of less than 24 hours per day for any client.
7. Day Care: Commercial Center	A state-licensed facility that provides non-medical care and supervision for more than 8 adults or children, typically for periods of less than 24 hours per day for any client. Facilities include, but are not limited to: nursery schools, preschools, after-school care facilities, and daycare centers.
8. Lodging: Bed & Breakfast (B&B)	The use of a single residential structure for commercial lodging purposes, with up to 5 guest rooms used for the purpose of lodging transient guests and in which meals may be prepared for them, provided that no meals may be sold to persons other than such guests, and where the owner resides on the property as his/her principal place of residence.
8. Lodging: Short-term Home Rental (STHR)	A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive days. In cases where Special Use approval is required, the Zoning Board of Appeals (ZBOA) may

establish an appropriate rental limit as a condition of approval after conducting the public hearing and finding that conditions exist making such a limitation necessary. This definition does not regulate or replace other definitions for real or personal property taxes. Those standards must be complied with in accordance with the applicable regulations and State Laws.

9. Lodging: Inn A building or group of buildings used as a commercial lodging establishment having up to 24 guest rooms providing lodging accommodations to the general public.
-



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

F. Encroachments and Frontage Types

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

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

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	

G. Parking

Required Spaces: Residential Uses	
Single Family Detached	3 per unit
Accessory Dwelling Unit	1 per unit
Required Spaces: Service or Retail Uses	
Lodging: Bed and Breakfast	2 spaces plus 1 per guest room
Lodging: Inn	1 per room

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

Location (Setback from Property Line)

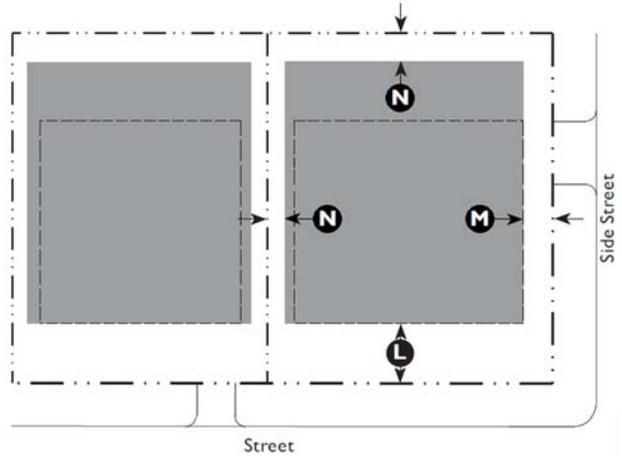
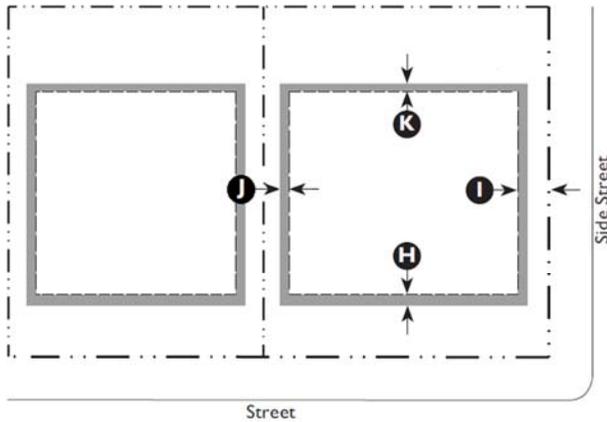
Front	50' min.	L
Side Street	50' min.	M

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

H. T2R Allowed Uses							
Land Use Type ¹	Specific Use Regulations	T2R	T2RL	Land Use Type ¹	Specific Use Regulations	T2R	T2RL
Agricultural				Recreation, Education, Safety, Public Assembly			
Agriculture & Crop		P	P	Community Public Safety Facility		P	P
Harvesting				Institutional Care Facility	7.2.130	S	---
Aquaponics	4.1.340	S	S	Detention Facility	7.2.130	S	---
Agricultural Support Services		P	P	Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C	---
Animal Production	4.1.30	C	---	Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	S	---
Animal Production: Factory Farming	4.1.30	S	---	Park, Playground, Outdoor Recreation Areas	2.8	P	P
Seasonal Farmworker Housing	4.1.90	C	C	Recreation Facility: Commercial Outdoor	4.1.200	S	---
Forestry		P	P	Recreation Facility: Golf Course		P	---
Commercial Stables	4.1.50	C	C	Recreation Facility:	4.1.190	P	P
Residential				Primitive Campground			
Dwelling: Single Family Detached Unit		P	P	Recreation Facility: Semi-Developed Campground	4.1.190	P	P
Dwelling: Accessory Unit	4.2.30	C	C	Ecotourism	4.1.330	C	---
Dwelling: Family Compound	2.7.40	C	C	Infrastructure, Transportation, Communications			
Dwelling: Group Home		P	P	Airport, Aviation Services	7.2.130	S	---
Home Office	4.2.90	C	C	Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C	C
Home Business	4.2.80	C	---	Waste Management: Community Waste Collection & Recycling	4.1.290	C	---
Cottage Industry	4.2.40	C	---	Waste Management: Regional Waste Transfer	4.1.300	S	---
Retail & Restaurants				& Recycling			
General Retail 3,500 SF or less	4.1.120	C	---	Waste Management: Regional Waste Disposal & Resource Recovery	4.1.310	S	---
Gas Station/Fuel Sales	4.1.100	S	---	Wireless Communications Facility	4.1.320	S	S
Offices & Services				Industrial			
Animal Services: Kennel	4.1.40	C	---	Mining & Resource Extraction	4.1.160	S	S
Day Care: Family Home (up to 8 clients)		P	P				
Lodging: Bed & Breakfast (5 rooms or less)	7.2.130	S	S				
Lodging: Short Term Home Rental (STHR)	4.1.360	S	S				
Lodging: Inn (up to 24 rooms)	7.2.130	S	---				

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

End Notes
¹A definition of each listed use type is in Table 3.1.70 Land Use Definitions.



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

G. Encroachments and Frontage Types

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

Encroachments are not allowed within a Street ROW/ Alley ROW

Buffers, or across a property line. See Division 5.2 (Private

Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	Shop front

H. Parking

Required Spaces: Residential Uses	
Single family detached	3 per unit
Accessory dwelling unit	1 per unit
Required Spaces: Service or Retail Uses	
Retail, Offices, Services	1 per 300 GSF
Restaurant, Café, Coffee Shop	1 per 150 GSF
Lodging: Bed and Breakfast	2 spaces plus 1 per guest room

For parking requirements for all other uses see Table

5.5.40.B (Parking Space Requirements).

Location (Setback from Property Line)

Front	35' min.	L
Side Street	20' min.	M

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

H. T2RN Allowed Uses

Land Use Type ¹	Specific Use Regulations	T2RN	T2RNO
Agricultural			
Agriculture & Crop		P	P
Harvesting			
Aquaponics	4.1.340	S	S
Agricultural Support Services		P	P
Animal Production	4.1.30	C	C
Seasonal Farmworker Housing	4.1.90	C	C
Forestry		P	P
Commercial Stables	4.1.50	C	C
Residential			
Dwelling: Single Family Detached Unit		P	P
Dwelling: Accessory Unit	4.2.30	C	C
Dwelling: Family Compound	2.7.40	C	C
Dwelling: Group Home		P	P
Home Office	4.2.90	C	C
Home Business	4.2.80	C	C
Cottage Industry	4.2.40	C	C
Live/Work		---	P
Retail & Restaurants			
General Retail 3,500 SF or less		---	P
Restaurant, Café, Coffee Shop		---	P

Land Use Type ¹	Specific Use Regulations	T2RN	T2RNO
Offices & Services			
General Offices & Services 3,500 SF or less		---	P
Day Care: Family Home (Up to 8 clients)		P	P
Day Care: Commercial Center (9 or more clients)	4.1.60	---	C
Lodging: Bed & Breakfast (5 rooms or less)		---	P
Lodging: Short Term Home Rental (STHR)	4.1.360	S	S
Medical Offices: Clinics/Offices		---	P
Recreation, Education, Safety, Public Assembly			
Community Public Safety Facility		P	P
Meeting Facility/Place of Worship (Less than 15,000 SF)	4.1.150	C	C
Park, Playground, Outdoor Recreation Areas		P	P
Recreation Facility: Primitive Campground	4.1.190	P	P
Recreation Facility: Semi-Developed Campground	4.1.190	P	P
Ecotourism	4.1.330	C	C
Infrastructure, Transportation, Communications			
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C	C
Wireless Communication Facility	4.1.320	S	S

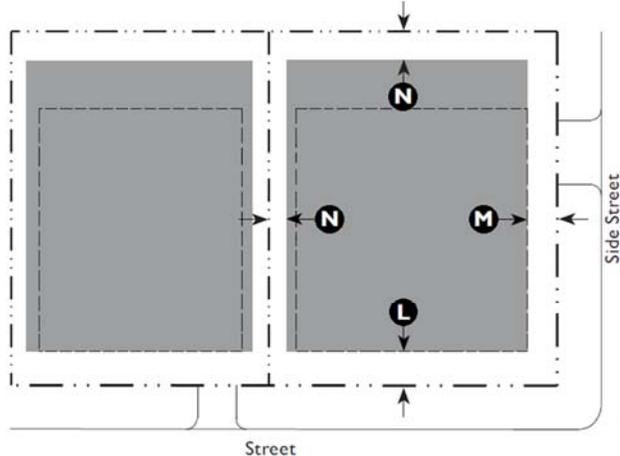
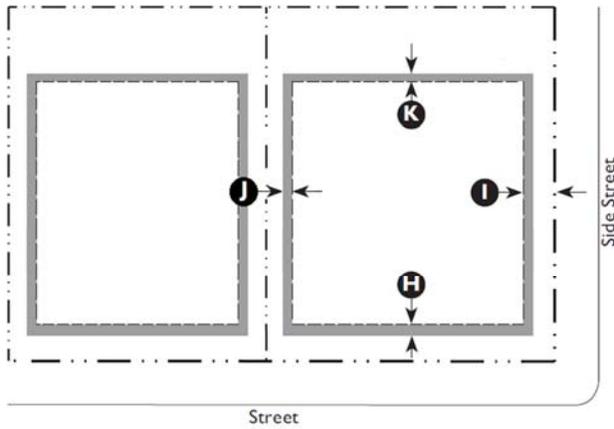
Key

P	Permitted Use
C	Conditional Use
S	Special Use Permit Required

--- Use Not Allowed

End Notes

¹A definition of each listed use type is in Table 3.1.70
Land Use Definitions.



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

E. Encroachments and Frontage Types

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

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

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	Shop front

F. Parking

Required Spaces: Residential Uses

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

Service or Retail Uses:

Retail, offices, services	1 per 300 GSF
Restaurant, Café, Coffee Shop	1 per 150 GSF

Drive-through facility Add 5 stacking spaces per drive-through

Lodging: Bed and breakfast 2 spaces plus 1 per guest room

Lodging: Inn 1 per room

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

Location (Setback from Property Line)

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

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

G. T2RC Allowed Uses

Land Use Type ¹	Specific Use Regulations	T2RC	Land Use Type ¹	Specific Use Regulations	T2RC
Agricultural			Recreation, Education, Safety, Public Assembly		
Agriculture & Crop Harvesting		P	Community Oriented Cultural Facility (less than 15,000 SF)		P
Aquaponics	4.1.340	S	Community Oriented Cultural Facility (greater than 15,000 SF)	7.2.130	S
Agricultural Support Services		P	Community Public Safety Facility		P
Animal Production	4.1.30	C	Institutional Care Facility	7.2.130	S
Seasonal Farmworker Housing	4.1.90	C	Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Forestry		P	Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	C
Commercial Stables	4.1.50	C	Park, Playground, Outdoor Recreation Areas		P
Residential			Recreation Facility: Community-Based		P
Dwelling: Single Family Detached Unit		P	Recreation Facility:	4.1.190	P
Dwelling: Accessory Unit	4.2.30	C	Primitive Campground		
Dwelling: Family Compound	2.7.40	C	Recreation Facility: Semi-Developed Campground	4.1.190	P
Dwelling: Group Home		P	Recreation Facility: Developed Campground	4.1.190	P
Community Residence (dorms, Convents, assisted living, temporary shelters)		P	Ecotourism	4.1.330	C
Home Office	4.2.90	C	School: Public or Private	7.2.130	S
Home Business	4.2.80	C	School: Specialized Training/Studio	7.2.130	S
Cottage Industry	4.2.40	C	School: College or University	7.2.130	S
Retail & Restaurants			Infrastructure, Transportation, Communications		
General Retail 25,000 SF or less		P	Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Bar, Tavern, Nightclub		P	Parking Facility, Public or Commercial		P
Gas Station/Fuel Sales	4.1.100	C	Transportation, Terminal	7.2.130	S
Open Air Retail		P	Waste Management: Community Waste Collection & Recycling	4.1.290	C
Restaurant, Café, Coffee Shop		P	Wireless Communications Facility	4.1.320	S
Vehicle Sales and Rental: Light	4.1.260	C	Industrial		
Offices & Services			Manufacturing, Processing, and Packaging - Light (less than 15,000 SF)	4.1.140	C
General Offices & Services <10,000 SF		P	Outdoor Maintenance / Storage Yard	4.1.180	C
General Offices & Services: with Drive-Through Facilities	4.1.70	C	Warehousing	4.1.280	C
Animal Services: Clinic/Hospital		P	Wholesaling and Distribution	4.1.280	C
Animal Services: Kennel	4.1.40	C			
Day Care: Family Home (up to 8 Clients)		P			
Day Care: Commercial Center (9 or more clients)	4.1.60	C			
Lodging: Bed & Breakfast (5 rooms or less)		P			
Lodging: Short Term Home Rental (STHR)	4.1.360	S			
Lodging: Inn (up to 24 rooms)		P			
Medical Service: Clinics/Offices		P			

Vehicle Services: Minor Maintenance And Repair	4.1.270	C
Vehicle Services: Major Maintenance And Repair	4.1.270	C

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

G. T3 E Allowed Uses

Land Use Type ¹	Specific Use Regulations	T3E
Agricultural		
Agriculture & Crop Harvesting		P
Aquaponics	4.1.340	S
Seasonal Farmworker Housing	4.1.90	C
Forestry		P
Residential		
Dwelling: Single Family Detached Unit		P
Dwelling: Accessory Unit	4.2.30	C
Dwelling: Family Compound	2.7.40	C
Dwelling: Group Home		P
Community Residence (dorms, convents, assisted living, temporary shelters)		P
Home Office	4.2.90	C
Home Business	4.2.80	C

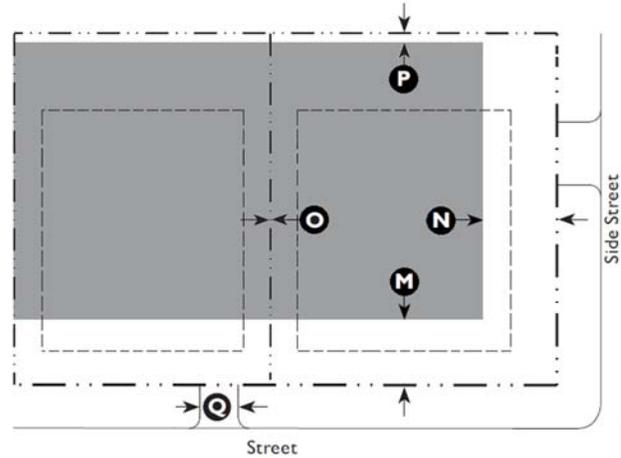
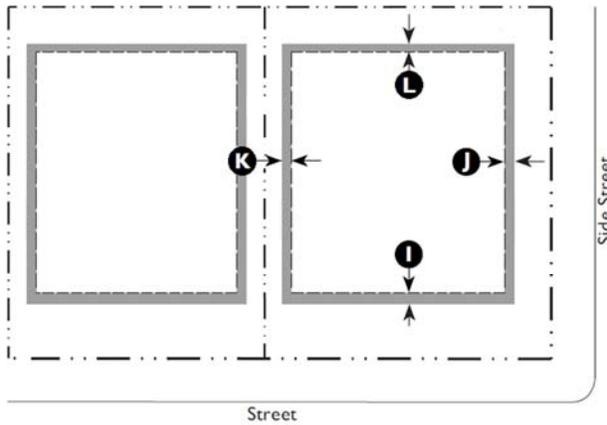
Land Use Type ¹	Specific Use Regulations	T3E
Offices & Services		
Day Care: Family Home (up to 8 clients)		P
Lodging: Bed & Breakfast (5 rooms or less)		P
Lodging: Short Term Home Rental (STHR)	4.1.360	S
Recreation, Education, Safety, Public Assembly		
Meeting Facility/Place of Worship (Less than 15,000SF)	4.1.150	C
Park, Playground, Outdoor Recreation Areas		P
Infrastructure, Transportation, Communications		
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	S

Key

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

End Notes

¹A definition of each listed use type is in Table 3.1.70 Land Use Definitions.



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

E. Encroachments and Frontage Types

Encroachments		
Front	5' max.	Ⓛ
Side Street	5' max.	Ⓛ
Side	3' max.	Ⓚ
Rear	5' max.	Ⓛ

Encroachments are not allowed within a Street ROW/Alley ROW, buffers, or across a property line.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	Porch: Side Yard

F. Parking

Required Spaces: Residential Uses

Single-family detached	2 per unit
Two-family unit (duplex)	2 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom

Required Spaces: Service or Retail Uses

Lodging: Bed and breakfast	2 spaces plus 1 per guest room
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For parking requirements for all other uses see Table 5.5.40.B (Parking Space Requirements).

Location (Setback from Property Line)

Front	50' min.	Ⓜ
Side Street	25' min.	Ⓝ
Side	0' min.	Ⓞ
Rear	5' min.	Ⓟ

Miscellaneous

12' maximum driveway width at the curb cut and within the front or side street parking setback. Community Residences and Meeting Facilities/Places of Worship are exempt from this requirement. Ⓞ

G. T3 HN Allowed Uses

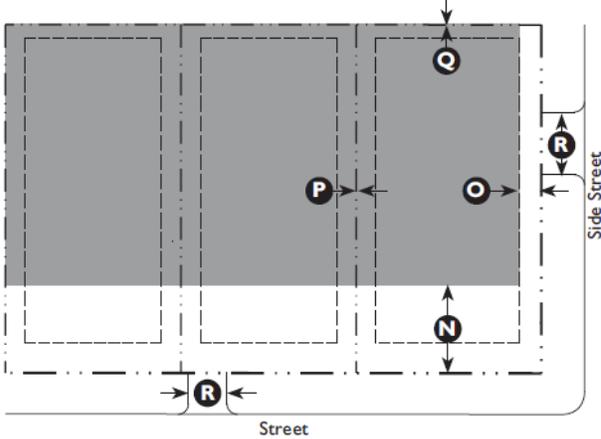
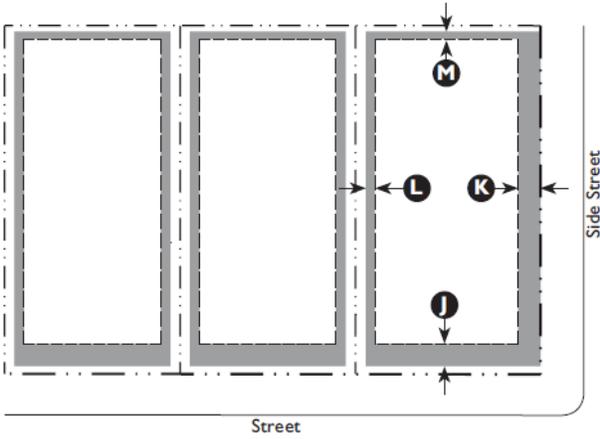
Land Use Type ¹	Specific Use Regulations	T3HN	Land Use Type ¹	Specific Use Regulations	T3HN
Agricultural			Offices & Services		
Forestry		P	Day Care: Family Home (up to 8 clients)		P
Residential			Lodging: Bed & Breakfast (5 rooms or less)		P
Dwelling: Single Family Detached Unit		P	Lodging: Short Term Home Rental (STHR)	4.1.360	S
Dwelling: Two Family Unit (Duplex)		P	Recreation, Education, Safety, Public Assembly		
Dwelling: Accessory Unit	4.2.30	C	Meeting Facility/Place of Worship (Less than 15,000 SF)	4.1.150	C
Dwelling: Family Compound	2.7.40	C	Park, Playground, Outdoor Recreation Areas		P
Dwelling: Group Home		P	Infrastructure, Transportation, Communications		
Community Residence (dorms, convents, assisted living, temporary shelters)		P	Infrastructure and Utilities: Regional (Major) Utility	4.1.210	S
Home Office	4.2.90	C			
Home Business	4.2.80	C			

Key

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

End Notes

¹A definition of each listed use type is in Table 3.1.70 Land Use Definitions.



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

F. Encroachments and Frontage Types

Encroachments

Front	5' max.	J
Side Street	5' max.	K
Side	3' max.	L
Rear	5' max.	M

Encroachments are not allowed within a Street ROW/Alley ROW, buffers, or across a property line.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	Porch: Side Yard

G. Parking

Required Spaces: Residential Uses

Single-family detached	2 per unit
Two-family (duplex)	2 per unit
Multi-family units	1.25 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom

Required Spaces: Service or Retail Uses

Offices & services	1 per 300 GSF
Lodging: Bed and breakfast	2 spaces plus 1 per guest room

For parking requirements for Agricultural, Industrial, Recreation, Education, Public Assembly, and Transportation, Communication, Infrastructure uses see Table 5.5.40.B (Parking Space Requirements).

Location (Setback from Property Line)

Front	40' min.	N
Side Street	15' min.	O
Side	0' min.	P
Rear	5' min.	Q

Miscellaneous

12' maximum driveway width at the curb cut and within the front or side street parking setback. R

H. T3N Allowed Uses

Land Use Type ¹	Specific Use Regulations	T3N	T3N-0
Agricultural			
Forestry		P	P
Residential			
Dwelling: Single Family Detached Unit		P	P
Dwelling: Two Family Unit (Duplex)		P	P
Dwelling: Multi-Family Unit		P	P
Dwelling: Accessory Unit	4.2.30	C	C
Dwelling: Group Home		P	P
Community Residence: (dorms, convents, assisted living, temporary shelters)		P	P
Home Office	4.2.90	C	C
Home Business	4.2.80	C	C
Offices & Services			
General Offices & Services 10,000 SF or less		---	P
Animal Services: Clinic/Hospital		---	P
Day Care: Family Home (up to 8 clients)		P	P
Day Care: Commercial Center (9 or more clients)	4.1.60	---	C
Lodging: Bed & Breakfast (5 rooms or less)		P	P
Lodging: Short Term Home Rental (STHR)	4.1.360	S	S
Medical Services: Clinics/Offices		---	P

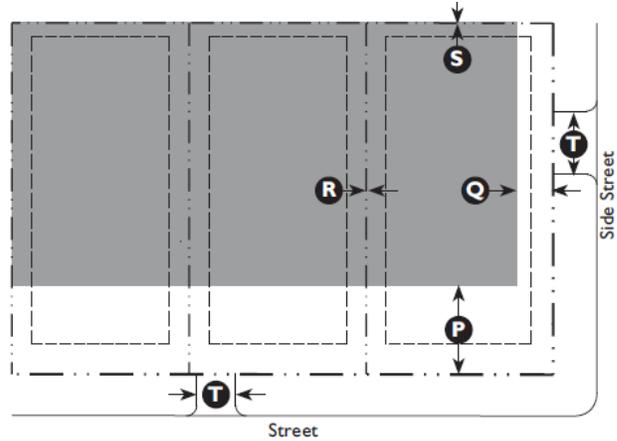
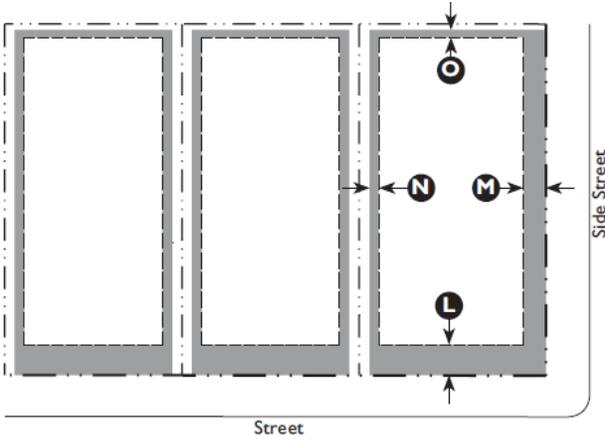
Key

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

End Notes

¹A definition of each listed use type is in Table 3.1.70 Land Use Definitions.

Land Use Type ¹	Specific Use Regulations	T3N	T3N-0
Recreation, Education, Safety, Public Assembly			
Community Public Safety Facility		P	P
Meeting Facility/Place of Worship (less than 15,000SF)	4.1.150	C	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	---	C
Park, Playground, Outdoor Recreation Areas		P	P
School: Public or Private	7.2.130	---	S
School: Specialized Training Studio		---	P
Infrastructure, Transportation, Communications			
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C	S



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

F. Encroachments and Frontage Types

Encroachments

Front	12' max.	L
Side Street	12' max.	M
Side	3' max.	N
Rear	3' max.	O

Encroachments are not allowed across a side or rear property line, or across a curb.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Common Yard	Forecourt
Porch: Projecting	Dooryard
Porch: Engaged	Porch: Side Yard
Stoop	Shopfront ¹
Terrace ¹	

¹ Allowed in T4HC-0 Sub-Zone only.

G. Parking

Required Spaces: Residential Uses

Single-family detached	2 per unit
Single family attached/duplex	2 per unit
Multi-family units	1.25 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom

Required Spaces: Service or Retail Uses

Retail, Offices, Services	1 per 300 GSF
Restaurant, Café, Coffee Shop	1 per 150 GSF
Drive-through Facility	Add 5 stacking spaces per drive-through
Gas Station/Fuel Sales	1 per pump plus requirement for retail

Lodging: Bed and breakfast 2 spaces plus 1 per guest room

Lodging: Inn/hotel 1 per room

Required Spaces: Industrial Uses

Light manufacturing, processing and packaging	1 per 500 GSF
Warehousing/Distribution	1 per 2,000 GSF

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

Location (Setback from Property Line)

Front	5' behind front façade of main building	P
Side Street	5' behind front façade of main building	Q
Side	0' min.	R
Rear	5' min.	S

Miscellaneous

Parking Driveway Width	
40 spaces or less	14' max.
Greater than 40 spaces	18' max.

H. T4HC, T4VC, and T4 HCO Allowed Uses

Land Use Type ¹	Specific Use Regulations	T4HC	T4VC	T4HCO
Agricultural				
Agricultural Support Services		P	P	P
Forestry		P	P	P
Residential				
Dwelling: Single Family Detached		P	P	P
Dwelling: Single Family Attached		P	P	P
Dwelling: Two Family Unit (Duplex)		P	P	P
Dwelling: Multi Family Unit		P	P	P
Dwelling: Accessory Unit	4.2.30	C	C	C
Dwelling: Family Compound	4.1.80	---	C	---
Dwelling: Group Home Community Residence (dorms, convents, assisted living, temporary shelters)		P	P	P
Home Office	4.2.90	C	C	C
Home Business	4.2.80	C	C	C
Live/Work		P	P	P

Land Use Type ¹	Specific Use Regulations	T4HC	T4VC	T4HCO
Retail & Restaurants				
General Retail 3,500 SF or less		P	P	P
General Retail 50,000 SF or less		---	P	P
Bar, Tavern, Nightclub		---	P	P
Gas Station/Fuel Sales	4.1.100	C	C	C
Restaurant, Café, Coffee Shop		P	P	P
Restaurant, Café, Coffee Shop with Drive-Thru Facilities	4.1.70	---	---	S
Vehicle Sales and Rental: Light	4.1.260	---	---	C
Offices & Services				
General Offices & Services 3,500 SF or less		P	P	P
General Offices & Services 10,000 SF or less		---	P	P
General Offices & Services 25,000 SF or less		---	---	P
General Offices & Services with Drive-Thru Facilities	4.1.110 4.1.70	---	---	C
Animal Services: Clinic/Hospital		P	P	P
Animal Services: Kennel	4.1.40	---	---	C
Day Care: Family Home (up to 8 clients)		P	P	P
Day Care: Commercial Center (9 or more clients)	4.1.60	C	C	C
Lodging: Bed & Breakfast (5 rooms or less)		P	P	P
Lodging: Short Term Home Rental (STHR)	4.1.360	S	S	S
Lodging: Inn (up to 24 rooms)		P	P	P
Lodging: Hotel		---	---	P
Medical Service: Clinics/Offices		P	P	P
Vehicle Services: Minor Maintenance & Repair	4.1.270	---	C	C
Vehicle Services: Major	4.1.270	---	---	C

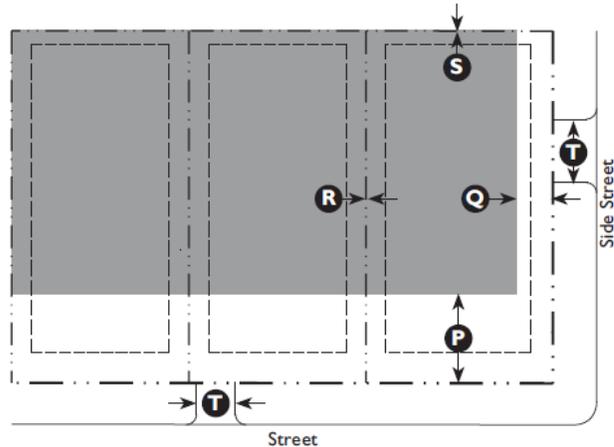
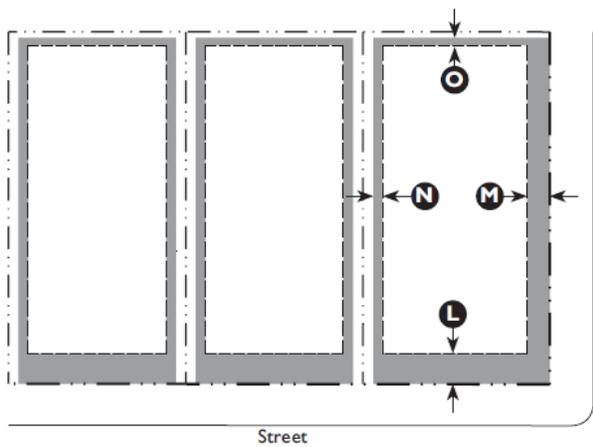
Maintenance & Repair

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

End Notes

¹A definition of each listed use type is in Table 3.1.70

Section 3.2.110 – T4 Neighborhood Center (T4NC) Standards



Key

----	ROW / Property Line	■	Encroachment Area
—	Setback Line		

Key

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

E. Encroachments and Frontage Types

Encroachments		
Front	12' max.	L
Side Street	12' max.	M
Side	3' max.	N
Rear	3' max.	O

Encroachments are not allowed across a side or rear property line, or across a curb.
 See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.
 Awnings, Galleries and Arcades may encroach further into the street ROW to within 2' of the face of curb. Eaves may encroach up to 3' into the street ROW. All other encroachments are not allowed within street ROW.

Allowed Frontage Types	
Porch: Projecting	Dooryard
Porch: Engaged	Porch: Side Yard

F. Parking

Required Spaces: Residential Uses	
Single family detached	2 per unit
Single-family attached/duplex	2 per unit
Multi-family units	1.25 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom
Live/work	2 per unit plus 1 per 300 GSF of work area

Required Spaces: Service or Retail Uses

Retail, offices, services	1 per 300 GSF
Restaurant, café, coffee shop	1 per 150 GSF
Drive-through facility	Add 5 stacking spaces per drive-through
Gas station/fuel sales	1 per pump plus requirement for retail
Lodging: Bed and breakfast	2 spaces plus 1 per guest room

Stoop	Shop front
Forecourt	Terrace
Gallery	

Lodging: Inn/hotel	1 per room
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Required Spaces: Industrial Uses

Light manufacturing, processing and packaging	1 per 500 GSF
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Warehousing/Distribution	1 per 2,000 GSF
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For parking requirements for all other allowed uses see

Table 5.5.40.B (Parking Space Requirements).

Location (Setback from Property Line)

Front	40' min.	P
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Side Street	15' min.	Q
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Side	0' min.	R
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Rear	5' min.	S
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Miscellaneous

Parking Driveway Width:		T
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40 spaces or less 14' max.

Greater than 40 spaces 18' max.

G. T4NC Allowed Uses

Land Use Type ¹	Specific Use Regulations	T4NC
Agricultural		
Forestry		P
Residential		
Dwelling: Single-Family Detached Unit		P
Dwelling: Single-Family Attached Unit		P
Dwelling: Two Family Unit (Duplex)		P
Dwelling: Multi-Family Unit		P
Dwelling: Accessory Unit	4.2.30	C
Dwelling: Group Home		P
Community Residence (dorms, convents, assisted living, temporary shelters)		P
Home Office	4.2.90	C
Home Business	4.2.80	C
Live/Work		P
Retail & Restaurants		
General Retail greater than 50,000 SF		P
General Retail with Drive-Through Facilities	4.1.120 4.1.70	C
Bar, Tavern, Nightclub		P
Gas Station/Fuel Sales	4.1.100	C
Restaurant, Café, Coffee Shop		P
Restaurant, Café, Coffee Shop With Drive-Through Facilities	4.1.70	S
Offices & Services		
General Offices & Services: greater than 50,000 SF		P

Land Use Type ¹	Specific Use Regulations	T4NC
Recreation, Education, Safety, Public Assembly		
Community Oriented Cultural Facility (less than 15,000 SF)		P
Community Oriented Cultural Facility (15,000 SF or greater)		P
Community Public Safety Facility		P
Institutional Care Facility		P
Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	C
Park, Playground, Outdoor Recreation Areas		P
Recreation Facility: Commercial Indoor		P
Recreation Facility: Community-Based		P
School: Public or Private		P
School: Specialized Training/Studio		P
School: College or University	7.2.130	S
Infrastructure, Transportation, Communications		
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Parking Facility: Public or Commercial		P
Transportation Terminal		P
Wireless Communication Facility	4.1.320	S
Industrial		
Manufacturing, Processing, and	4.1.140	C

General Offices & Services: with	4.1.110	C	Packaging - Light (less than 15,000 SF)
Drive-Through Facilities	4.1.70		
Animal Services: Clinic/Hospital		P	
Animal Services: Kennel	4.1.40	C	
Day Care: Family Home (up to 8 clients)		P	
Day Care: Commercial Center (9 or more clients)	4.1.60	C	
Lodging: Bed & Breakfast (5 rooms or Less)		P	
Lodging: Short Term Home Rental (STHR)	4.1.360	S	
Lodging: Inn (up to 24 rooms)		P	
Lodging: Hotel		P	
Medical Services: Clinics/Offices		P	
Medical Services: Hospital	7.2.130	S	
Vehicle Services: Minor Maintenance and Repair	4.1.270	C	
Vehicle Services: Major Maintenance and Repair	4.1.270	C	

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

3.3.30 Neighborhood Mixed Use (C3) Zone Standards

A. Purpose

The Neighborhood Mixed Use (C3) Zone provides for high-quality, moderate-density (averaging under three dwelling units per acre) residential development, with denser areas of multi-family and mixed-use development to provide walkability and affordable housing options. The design requirements are intended to provide a suburban character and encourage pedestrian, as well as automobile, access. Open spaces shall be provided in sufficient quantity to ensure an open quality with a predominance of green space. Non-residential uses shall be limited to parcels having access to arterial or collector streets or within a Traditional Community Plan. This Zone provides for the lower densities of areas designated Neighborhood Mixed-Use in the Comprehensive Plan. It is intended to support the development of communities with a diverse range of housing types and uses.

B. Building Placement

Setback (Distance from ROW/Property Line)

Front	30' min. ¹
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Side:

Side, Main Building	10' min.
Side, Ancillary Building	10' min.

Rear	50' min.
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¹The minimum front setback for mansion apartments in a Multi-family community on internal streets is 15 feet.

Lot Size

Lot Size	10,890 SF min.
Width	70' min.

Minimum Site Area

Single Family and Duplex	10,890 SF
Multi-Family	21,780 SF

Note:

For development within a Traditional Community Plan

C. Building Form

Building Height

Single Family and Duplex	2.5 stories max.
Multi-Family	2.5 stories max.
Non-Residential Buildings	2 stories max.
Institutional Buildings	35 feet above grade
Ground Floor Finish Level	No minimum

D. Gross Density¹ and Floor Area Ratio

Gross Density

Single Family Detached	2.6 d.u./acre
Single Family Attached/ Duplex	2.6 d.u./acre
Multi-Family Unit	12 d.u./acre, Maximum of 80 dwelling units
Traditional Community Plan	3.5 d.u./acre ²

²Subject to the requirements in Division 2.3

Floor Area Ratio

Non-residential buildings	0.18 max.
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¹Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)

E. Parking

Required Spaces: Residential Uses

Single-family detached	3 per unit
Single-family attached/duplex	2 per unit
Multi-family units	1.25 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom
Live/work	2 per unit plus 1 per 300 GSF of work area

Required Spaces: Service or Retail Uses

Retail, offices, services	1 per 300 GSF
Restaurant, Café, Coffee Shop	1 per 150 GSF
Gas station/fuel sales	1 per pump plus requirement for retail

meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.

Lodging: Bed and breakfast	2 spaces plus 1 per guest room
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Lodging: Inn/hotel	1 per room
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For parking requirements for all other allowed uses see Table 5.5.40.B (Parking Space Requirements).

G. C3 Allowed Uses

Land Use Type ¹	Specific Use Regulations	C3	Land Use Type ¹	Specific Use Regulations	C3
Agricultural			Offices & Services		
Agriculture & Crop Harvesting		P	General Offices & Services 3,500 SF or less	4.1.110	C
Aquaponics	4.1.340	S	Animal Services: Clinic/Hospital	2.3	TCP
Agricultural Support Services	2.3	TCP	Day Care: Family Home (up to 8 clients)		P
Seasonal Farmworker Housing	4.1.90	C	Day Care: Commercial Center (9 or More clients)	2.3	TCP
Forestry		P	Lodging: Bed & Breakfast (5 rooms or less)	2.3	TCP
Commercial Stables	4.1.50	C	Lodging: Short Term Home Rental (STHR)	4.1.360	S
Residential			Lodging: Inn (up to 24 rooms)	2.3	TCP
Dwelling: Single Family Detached Unit		P	Medical Service: Clinics/Offices	2.3	TCP
Dwelling: Single Family Attached Unit		P	Recreation, Education, Safety, Public Assembly		
Dwelling: Two Family Unit (Duplex)		P	Community Oriented Cultural Facility (less than 15,000 SF)	2.3	TCP
Dwelling: Multi-Family Unit	4.1.170	C	Community Public Safety Facility		P
Dwelling: Accessory Unit	4.2.30	C	Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Dwelling: Group Home		P	Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	C
Dwelling: Family Compound	2.7.40	C	Park, Playground, Outdoor Recreation Areas		P
Community Residence (dorms, convents, assisted living, temporary shelters)	2.3	TCP	Recreation Facility: Golf Course		P
Home Office	4.2.90	C	School: Public or Private		P
Home Business	4.2.80	C	School: Specialized Training/Studio		P
Live/Work	2.3	TCP	School: College or University	7.2.130	S
Manufactured Home Community	4.1.130	C	Infrastructure, Transportation, Communications		
Retail & Restaurants			Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
General Retail 3,500 SF or less	2.3	TCP	Wireless Communications Facility	4.1.320	S
Gas Station/Fuel Sales	4.1.100	C			
Restaurant, Café, Coffee Shop	2.3	TCP			

Key

P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
TCP	Permitted only as part of a Traditional Community Plan under the requirements in Division 2.3
---	Use Not Allowed

End Notes

¹A definition of each listed use type is in Table 3.1.70 Land Use Definitions.

3.3.40 Community Center Mixed Use (C4) Zone Standards

A. Purpose

The Community Center Mixed Use (C4) Zone provides for a limited number of retail, service, and office uses intended to serve the surrounding neighborhood. These are smaller uses and not highway service types of uses. The intensity standards are set to ensure that the uses have the same suburban character as the surrounding suburban residential areas. They are intended to blend with the surrounding areas, not threaten the character of the area. This Zone shall not consist of strip developments but rather neighborhood centers with a sense of place.

B. Building Placement

Setback (Distance from ROW/Property Line)

Front	20' min.
Side:	
Side, Main Building	10' min.
Side, Ancillary Building	10' min.
Rear	15' min.

Lot Size

Lot Size	5,000 SF min.
Width	50' min.

Minimum Site Area

Single Family and Duplex	5,000 SF
Multi-Family	21,780 SF

Note:

For development within a Traditional Community Plan meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.

C. Building Form

Building Height

Single Family and Duplex	2.5 stories max.
Multi-Family	3 stories max.
Non-Residential Buildings	2 stories max.
Ground Floor Finish Level	No minimum

D. Gross Density¹ and Floor Area Ratio

Gross Density	12 d.u./acre max.
Floor Area Ratio ²	0.23 max.

¹Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)

²Requirement applies to non-residential buildings.

E. Parking

Required Spaces: Residential Uses

Single-family detached	3 per unit
Single-family attached/duplex	2 per unit
Multi-family units	1.25 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom
Live/work	2 per unit plus 1 per 300 GSF of work area

Required Spaces: Service or Retail Uses

Retail, offices, services	1 per 300 GSF
Restaurant, Café, Coffee Shop	1 per 150 GSF
Gas station/fuel sales	1 per pump plus requirement for retail
Lodging: Bed and breakfast	2 spaces plus 1 per guest room

Lodging: Inn/hotel	1 per room
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Required Spaces: Industrial Uses

Light manufacturing, processing and packaging	1 per 500 GSF
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For parking requirements for all other allowed uses see Table 5.5.40.B (Parking Space Requirements).

E. C4 Allowed Uses

Land Use Type ¹	Specific Use Regulations	C4	Land Use Type ¹	Specific Use Regulations	C4
Agriculture			Offices & Services (Continued)		
Agricultural Support Services		P	Medical Services: Clinics/Offices		P
Forestry		P	Residential Storage Facility	4.1.220	C
Residential			Vehicle Services: Minor Maintenance and Repair	4.1.270	C
Dwelling: Single-Family Detached Unit	2.3	TCP	Vehicle Services: Major Maintenance and Repair	4.1.270	C
Dwelling: Single-Family Attached Unit	2.3	TCP	Recreation, Education, Safety, Public Assembly		
Dwelling: Two Family Unit (Duplex)	2.3	TCP	Community Oriented Cultural Facility (Less than 15,000 SF)		P
Dwelling: Multi-Family Unit		P	Community Oriented Cultural Facility (15,000 SF or greater)		P
Dwelling: Accessory Unit	2.3	TCP	Community Public Safety Facility		P
Dwelling: Family Compound	2.7.40	C	Institutional Care Facility		P
Dwelling: Group Home	2.3	TCP	Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Community Residence (dorms, convents, assisted living, temporary shelters)	2.3	TCP	Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	C
Home Office	4.2.90	C	Park, Playground, Outdoor Recreation Areas		P
Home Business Live/Work	2.3	TCP	Recreation Facility: Commercial Indoor		P
Retail & Restaurants			Recreation Facility: Commercial Outdoor	4.1.200	C
General Retail 50,000 SF or less		P	Recreation Facility: Community-Based		P
General Retail with Drive-Through Facilities	4.1.120 4.1.70	C	Recreation Facility: Developed Campground	4.1.190	P
Bar, Tavern, Nightclub		P	School, Public or Private		P
Gas Station/Fuel Sales	4.1.100	C	School: Specialized Training/Studio		P
Restaurant, Café, Coffee Shop		P	School: College or University	7.2.130	S
Restaurant, Café, Coffee Shop with Drive-Through Facilities	4.1.70	C	Infrastructure, Transportation, Communications		
Vehicle Sales & Rental: Light	4.1.260	C	Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Offices & Services			Parking Facility, Public or Commercial		P
General Offices & Services 25,000 SF or less		P	Transportation Terminal		P
General Offices & Services with Drive-Through Facilities	4.1.110 4.1.70	C	Waste Management: Community Waste Collection & Recycling	4.1.290	C
Animal Services: Clinic/Hospital		P	Wireless Communications Facility	4.1.320	S
Animal Services: Kennel	4.1.40	C	Industrial		
Day Care: Family Home (up to 8 clients)	2.3	TCP	Manufacturing, Processing, and	4.1.140	C
Day Care: Commercial Center (9 or more clients)	4.1.60	C			
Lodging: Bed & Breakfast (5 rooms or less)	2.3	TCP			

Lodging: Short Term	P
Home Rental (STHR)	
Lodging: Inn (up to 24 rooms)	P
Lodging: Hotel	P

Packaging - Light (Less than 15,000 SF)

Key	
P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
TCP	Permitted only as part of a Traditional Community Plan under the requirements in Division 2.3
---	Use Not Allowed

3.3.50 Regional Center Mixed Use (C5) Zone Standards

A. Purpose

The Regional Center Mixed Use (C5) Zone permits a full range of retail, service, and office uses. The Zone's intensity accommodates regional and community commercial and business activities. Uses include large, commercial activities that serve the entire County and highway-oriented businesses that need to be located on major highways. While this use intends high-quality, commercial character, the setback or build-to-line, landscaping and other design requirements provide a uniform streetscape that makes provision for pedestrian and transit access. The Zone is intended to be more attractive than commercial areas in other counties to maintain the attractive tourist and business environment and have minimal impact on surrounding residential areas.

The Zone is not intended to be a strip along all arterials and collectors. In developing areas, the minimum depth of a parcel along an arterial or collector shall be 600'. The minimum zone size shall be 20 acres. In the older, built-up areas, new uses shall have depths and areas equal to or greater than similar uses in the area. This Zone shall be

C. Building Form

Building Height	
All Buildings	3 stories max.
Ground Floor Finish Level	No minimum

D. Gross Density¹ and Floor Area Ratio

Density	15.0 d.u./acre max. ²
Floor Area Ratio ³	0.37 max.

¹Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)

²See Section 4.1.350 for Affordable Housing density Bonuses.

³Requirement applies to non-residential buildings.

E. Parking

Required Spaces: Residential Uses

Single-family detached	3 per unit
Single-family attached/duplex	2 per unit
Multi-family units	1.25 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom
Live/work	2 per unit plus 1 per 300 GSF of work area

Required Spaces: Services or Retail Uses

located in areas designated “regional commercial” in the Comprehensive Plan.

B. Building Placement	
Setback (Distance from ROW/Property Line)	
Front	25' min.
Side:	
Side, Main Building	15' min.
Side, Ancillary Building	15' min.
Rear	10' min.
Lot Size	
Lot Size	21,780 SF min.
Width	150' min.

Note:
For development within a Traditional Community Plan meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.

Retail, offices, services	1 per 300 GSF
Restaurant, café, coffee shop	1 per 150 GSF
Drive-through facility	Add 5 stacking spaces per drive-through
Gas station/fuel sales	1 per pump plus requirement for retail
Lodging: Bed and breakfast	2 spaces plus 1 per guest room
Lodging: Inn/hotel	1 per room

Required Spaces: Industrial Uses	
Light manufacturing, processing and packaging	1 per 500 GSF
Warehousing/distribution	1 per 2,000 GSF
For parking requirements for all other allowed uses see Table 5.5.40.B (Parking Space Requirements).	

E. C5 Allowed Uses			
Land Use Type ¹	Specific Use Regulations	C5	
Agriculture			
Agricultural Support Services		P	
Forestry		P	
Residential			
Dwelling: Single-Family Detached Unit	2.3	TCP	
Dwelling: Single-Family Attached Unit	2.3	TCP	
Dwelling: Two Family Unit (Duplex)	2.3	TCP	
Dwelling: Multi-Family Unit		P	
Dwelling: Accessory Unit	2.3	TCP	
Dwelling: Family Compound	2.7.40	C	
Dwelling: Group Home	2.3	TCP	
Community Residence (dorms, convents, assisted living, temporary shelters)	2.3	TCP	
Affordable Housing	4.1.350	C	
Offices & Services			
General Offices & Services		P	
General Offices & Services with Drive-Through Facilities	4.1.110	C	
Animal Services: Clinic/Hospital	4.1.70	P	
Animal Services: Kennel	4.1.40	C	
Day Care: Family Home (up to 8 clients)	2.3	TCP	
Day Care: Commercial Center (9 or more clients)	4.1.60	C	
Lodging: Bed & Breakfast (5 rooms or less)	2.3	TCP	
Lodging: Short Term Home Rental (STHR)		P	
Lodging: Inn (up to 24 rooms)		P	
Lodging: Hotel		P	
Medical Services: Clinics/Offices		P	
Residential Storage Facility	4.1.220	C	

Home Office	4.2.90	C	Vehicle Services: Minor Maintenance and Repair	4.1.270	C
Home Business	2.3	TCP	Vehicle Services: Major Maintenance and Repair	4.1.270	C
Live/Work		P			
Retail & Restaurants					
General Retail		P			
General Retail with Drive-Through Facilities	4.1.120	C			
Bar, Tavern, Nightclub	4.1.70	P			
Gas Station/Fuel Sales	4.1.100	C			
Open Air Retail		P			
Restaurant, Café, Coffee Shop		P			
Restaurant, Café, Coffee Shop with Drive-Through Facilities	4.1.70	C			
Vehicle Sales & Rental: Light	4.1.260	C			

Key

P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
TCP	Permitted only as part of a Traditional Community Plan under the requirements in Division 2.3
---	Use Not Allowed

End Notes

¹A definition of each listed use type is in Table 3.1.70 Land Use Definitions.

4.1.360 Short-Term Rentals

A. Purpose and Applicability

1. **Purpose.** The County is committed to working to protect the traditional quality of life and character of its residential neighborhoods. The County has concerns about permitted short-term rentals resulting in increased traffic, noise, trash, parking needs, safety and possible adverse impacts and other undesirable changes to the nature of the County's neighborhoods. Therefore, the County Council finds it appropriate and in the best interests of its residents, property owners, and visitors to regulate Short-Term Rental Properties (STRPs) within unincorporated County of Beaufort.

This Article sets out standards for establishing and operating Short-Term Rental Properties. These regulations are intended to provide for an efficient use of residential dwellings as STRPs by:

- a. Providing for an annual permitting process to regulate STRP's;
- b. Balancing the interests of owner-occupied dwellings with properties that are frequently used in whole or in part by Short-Term Rental Tenants;
- c. Allowing homeowners to continue to utilize their residences in the manner permitted by this Ordinance for the Zoning District in which a particular home is located;
- d. Providing alternative accommodation options for lodging in residential dwellings; and
- e. Complementing the accommodation options in environments that are desirable and suitable as a means for growing tourism.

2. **Applicability.**

- 1) **Short Term Home Rental (STHR) -**

A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive days. In cases where Special Use approval is required, the Zoning Board of Appeals (ZBOA) may establish an appropriate rental limit as a condition of approval after conducting the public hearing and finding that conditions exist making such a limitation necessary. This definition does regulate or replace other definitions for real or personal property taxes. Those standards must be complied with in accordance with the applicable regulations.

- b. **Applicable Zoning Districts.** STRPs shall be allowed within the Zoning Districts of this Ordinance in accordance with Article 3, Section 3.1.60 (Consolidated Use Table).
 - c. **Application.** Applications for STRPs shall be made in compliance with this Article.

3. **Registration.** All STRPs require a Short Term Rental Property (STRP) Permit and Business License. Upon adoption of this Ordinance, STRPs will have 60 calendar days to submit applications to comply with the provisions of this Article and until April 1, 2020 to obtain all required Short Term Rental Property (STRP) Permits for the STRP use.

B. Operating Standards and Requirements

1. Permits and Renewals

- a. After a STRP use has been authorized through the applicable zoning process(es), a Short Term Rental Property (STRP) Permit for a STRP use and a Business License must be obtained prior to offering, advertising, or providing Short-Term Rental Properties for lodging as provided for in this Article.
- b. Short Term Rental Property (STRP) Permits for all STRP uses must be renewed annually in compliance with this Article.

2. Short-Term Rental Property Tenant Notices

- a. Each STRP must contain a Short-Term Rental Tenant notice posted in each room where Short-Term Rental Tenants may lodge. The notice must provide the following information:
- 1) Contact information for the owner of the STRP;
 - 2) Short Term Rental Property (STRP) Permit Number for the STRP use;
 - 3) Trash collection location and schedules, if applicable; and
 - 4) Fire and Emergency evacuation routes.

C. General Standards

1. Use Limitations and Standards.

- a. Legally permitted Principal Dwelling Units and Accessory Dwelling Units may be used as STRPs, even when they are located on the same property; however, Accessory Structures shall not be used as STRPs.
- b. Parking for Short-Term Rental Tenants shall be in compliance with Division 3.2 of the County Community Development Code.
- c. Signage advertising STRPs is prohibited in Residential Zoning Districts.

2. **Advertising.** Whether by a hosting platform, via Internet or paid advertising, or other postings, advertisements, or announcements, the availability of a STRP shall include the County issued Short Term Rental Property (STRP) Permit Number.

3. Annual Short Term Rental Property (STRP) Permit Renewal.

- a. Short Term Rental Property (STRP) Permits for all STRPs must be renewed annually. An application for annual renewal of the Short Term Rental Property (STRP) Permit must include:
- 1) The application fee;

- 2) A notarized affidavit signed by the property owner stating that the type of STRP use and the information submitted as part of the application for the previous year's Short Term Rental Property (STRP) Permit for the STRP use has not changed in any manner whatsoever and that the STRP use complies with the most recently adopted version of this Article (form of Affidavit Provided by the County) A legible copy of a valid photo ID may be submitted in lieu of providing a notarized signature ; and
 - 3) The applicant shall file an application for a new Short Term Rental Property (STRP) Permit for a STRP use if the aforementioned requirements are not met.
- b. If the Director of the Community Development Department determines that the STRP use is not consistent with the Special Exception that authorizes the use and/or Site Plan Review approval that authorizes the use, the applicant shall file an application for a new Short Term Rental Property (STRP) Permit for the STRP use, including applicable Special Exception and/or Site Plan Review applications and fees.
 - c. By the end of January of each calendar year, the owners of all registered STRPs will be mailed an annual renewal notice informing them that they must renew the Short Term Rental Property (STRP) Permit for the STRP use on or before April 1st of the same calendar year or their existing Short Term Rental Property (STRP) Permit will expire. The Short Term Rental Property (STRP) Permit for the STRP use will terminate on April 1st of each year regardless of whether or not the applicant receives notice from the Zoning and Planning Department Director.

D. Use Limitations and Requirements

1. **Applicability.** The limitations and requirements of this Section apply to all types of Short-Term Rental Properties (STRPs).
2. **Application Submittal Requirements.** No application for a STRP shall be accepted as complete unless it includes the required fee and the information listed below.
 - a. The name, address, email, and telephone number of all property owners of the Short-Term Rental Property (STRP).
 - b. Completed Short-Term Rental Property application signed by all current property owner(s). For properties owned by corporations or partnerships, the applicant must submit a resolution of the corporation or partnership authorizing and granting the applicant signing and authority to act and conduct business on behalf of and bind the corporation or partnership.
 - c. Restricted Covenants Affidavit(s) signed by the applicant or current property owner(s) in compliance with state law.
 - d. Address and Property Identification Number of the property on which the STRP is located.

- e. The type of Dwelling Unit(s) that is proposed to be used as a STRP including, but not limited to, Principal Dwelling Unit, Accessory Dwelling Unit, Single Family Detached, Single Family Attached, Manufactured Housing Unit, and/or Multi Family, and documentation of Short Term Rental Property (STRP) Permit and Building Permit approvals for the structures, as applicable.
- f. The maximum number of bedrooms in the Dwelling Unit(s) proposed to be used as a STRP.

E. Enforcement and Violations

1. Notwithstanding the provisions of this Ordinance, a STRP Short Term Rental Property (STRP) Permit may be administratively revoked by the Community Development Department Director or his designee if the STRP has violated the provisions of this Article on three or more occasions within a 12-month period. Provided however, a STRP Short Term Rental Property (STRP) Permit may be immediately revoked if the Community Development Department Director determines the STRP has Building Code violations, there is no Business License for the property, the property is being used in a manner not consistent with the Short Term Rental Property (STRP) Permit issued for the STRP use, or the advertisement for the STRP does not include the County issued Short Term Rental Property (STRP) Permit Number
2. If a STRP Short Term Rental Property (STRP) Permit is administratively revoked or an application for a STRP Short Term Rental Property (STRP) Permit is administratively denied, a STRP owner (or authorized agent) may appeal the Community Development Department Director's administrative decision revoking or denying the STRP Short Term Rental Property (STRP) Permit to the Board of Zoning Appeals within 30 calendar days from the date of the denial or revocation. All appeals shall be addressed in accordance with the appeal procedures of CHAPTER 3, Article 3.13, of this Ordinance.
3. Subsequent Application. Once a County-issued Short Term Rental Property (STRP) Permit and/or a Business License for a STRP use has been revoked, no new Short Term Rental Property (STRP) Permit and/or Business License for a STRP use shall be issued to the applicant for the same property for a period of one year from the date of revocation. Upon expiration of the revocation period, a new Short Term Rental Property (STRP) Permit application for a STRP use must be submitted in accordance with this Article. This provision may be waived provided the party is sold to a new owner that has no business or personal affiliation with the previous owner and provided a penalty of \$500.00 is paid by the owner/applicant at the time the Short Term Rental Property (STRP) Permit application for a STRP use is filed.

Table 5.5.40.B: Number of Motor Vehicle Parking Spaces Required

Use	Number of Required Spaces
Agricultural	
Agricultural Support Services	1 per 400 interior SF plus 1 per 1,000 outdoor SF
Residential¹	
Dwelling: Single-Family:	
Detached	3.0 per unit
Attached	2.0 per unit plus 0.25 guest space per unit
Dwelling: Two-Family (Duplex)	3.0 per unit
Dwelling: Multi-Family/Unit:	
Studio	1.25 per unit
1 Bedroom	1.5 per unit
2-3 Bedroom	2.0 per unit plus 0.25 guest space per unit
4+ Bedroom	2.5 per unit plus 0.25 guest space per unit
Dwelling: Accessory/Secondary Unit	1.0 per unit
Community Residence	1.0 per bedroom
Home Office/Home Business/Cottage Industry	1 per employee
Live/Work	Residential Requirement plus 1 per 300 GSF of work area
Retail & Restaurants	
General Retail, except for the following:	1 per 300 GSF
Floor Area Over 25,000 SF	1 per 250 GSF
Drive-Through Facilities	5 stacking spaces per drive-through, including service window, plus base use requirement.
Adult Oriented Business	1 per 150 GSF
Bar, Tavern, Nightclub	1 per 150 GSF
Gas Station/Fuel Sales	1 per pump plus requirement for general retail
Restaurant, Café, Coffee Shop:	1 per 100 GSF including outdoor dining areas
Drive-Through Facilities	5 stacking spaces per drive-through, including service window and menu board areas, plus base use requirement.
Vehicle Sales and Rental	1 per 1,500 GSF plus 2.5 per service bay
Offices & Services	
General Offices & Services, except the following:	1 per 300 GSF
Drive-Through Facilities	5 stacking spaces per drive-through, including service window, plus base use requirement.
Banks	1 per 222 GSF 5 stacking spaces per drive-through, including service window, plus base use requirement.
Animal Clinic/Hospital	1 per 300 GSF
Animal Services/Kennel	1 per 300 GSF
Daycare Center	1 per employee plus 1 off-street drop-off/pick-up space per 10 students
Lodging, except the following:	1 per room
Bed and Breakfast (5 rooms or less) ²	2 spaces plus 1 per guest room
Medical Clinics/Offices	1 per 222 GSF

¹ Residential parking space requirements can be satisfied by garage or covered spaces.

² Applicable to the Community Preservation Districts in Appendix A



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

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

Committee:

Natural Resources Committee

Meeting Date:

July 13, 2020 @ 2:00PM

Committee Presenter (Name and Title):

Eric Greenway, Planning and Zoning Director

Issues for Consideration:

The proposed DA Amendment amends and restates certain sections 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 (“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 provides for, among other things, the construction of certain road improvements necessary to access the Okatie River Park; and

WHEREAS, the design of the road improvements has been completed; and

WHEREAS, 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 provide that the Owner and County will share in the cost of the road improvements; and

WHEREAS, the County is committed to developing the Okatie River Park at a cost of approximately \$1.15 million; and

WHEREAS, the County shall be in sole control of the scope and design of the Okatie River Park Improvements, and will pay for the design and construction thereof; 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 road and park improvements; and

WHEREAS, the County no longer desires to establish an improvement district for the assessment and collection of revenue for the cost of the construction of the road and park improvements; 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 September 14, 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. Improvement District. The parties acknowledge and agree that an improvement district will not be established.

- a. The seventeenth, eighteenth, and nineteenth Recitals and Sections VI.N, IV.B.2 and IV.B.3.b shall be deleted in their entirety. The last two sentences of Section VI.B shall be deleted in their entirety. In addition, any reference to South Carolina Code 6-35-10, et seq., South Carolina Code 4-35-10, et seq., “Residential Improvement District,” “RID” or “County Public Works Improvement Act” shall be deleted in their entirety.

- b. The County will reimburse the Owner for all legal and professional costs incurred in investigating the feasibility of establishing an improvement district at the request of the County (the “Establishment Costs”). Upon execution of this Amendment, Owner shall submit 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.

- 3. Okatie River Park Improvements.

- a. The following sentence shall be added to Section IV.B.1:

The Property Owner will contribute \$50,000 to the cost of the design and construction of the Okatie River Park Improvements, On-Site (the “Park Contribution”).

- b. Section VI.P.i of the Development Agreement shall be amended and re-stated as follows:

As to the Okatie River Park, Owner has agreed to construct the park improvements. The County shall be in the sole control of the scope and design of the Okatie River Park improvements and, 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 30 days from the date of submission of a full and complete application. The County shall provide any and all construction easements or other rights of access needed to complete construction of the Okatie River Park improvements.

The County shall reimburse the Owner for the costs of the construction of the park improvements, less and excepting the Park Contribution. The reimbursement schedule shall be mutually agreed upon by the Parties upon design completion. The County shall reimburse the Owner within thirty (30) days of receipt of a reimbursement request and a certification of costs.

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

4. Construction and Funding for Graves Road and Park Access Road.

a. The third sentence of Section IV.B.3.a shall be revised as follows:

The County and Owner will share the costs for the design, permitting and construction costs of Graves Road and the Primary Access Road in accordance with Section VI.P.ii. Graves Road shall be constructed to those County standards required for a publicly-dedicated road.

b. 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), Owner has agreed to construct them at an estimated cost of \$3.7 million. Upon approval by County staff of plans and permits, 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 30 days from the date of submission of a full and complete application.

The County will reimburse the Owner for \$1.3 million of the costs of the construction of the roads provided by the County under this Agreement (a portion of Graves Road and Primary Park Access Road) with Owner having responsibility for all remaining costs of construction. The County shall reimburse Owner as work is materially completed (i.e., 90%

completion) at each of the following stages: design (10%), site work (15%), concrete (20%), road construction (30%), hardscape and landscaping (15%), and final inspection and acceptance (10%). The County shall reimburse Owner within thirty (30) days of receipt of a reimbursement request and a certification of costs. The County shall be responsible for the maintenance of Graves Road, and Owner shall be responsible for the maintenance of the Park Access Road.

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

5. Graves Road. The following is added to Section VI.C.2 as follows:

The Parties agree that the County will take the necessary actions through the appropriate legal process to obtain ownership of Graves Road if it is determined by the County that it does not presently have ownership of the road. Owner agrees to convey that portion of the Property necessary to meet County right-of-way requirements to the County by way of a limited warranty deed. In addition, Owner will provide a quit claim deed to the current Graves Road, and cooperate with the County in a condemnation action, provided there is no cost to Owner.

6. Private-Public Partnership. Any reference contained with the Development Agreement to a private-public partnership is hereby deleted.

7. 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.

8. 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.

9. 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 agreement 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

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

SECTION 1. 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



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

APPOINTMENT TO BOARDS AND COMMISSION

- AIRPORTS BOARD

Committee:

- FINANCE COMMITTEE

Meeting Date:

- FINANCE COMMITTEE MEETING SEPTEMBER 21, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

- CONSIDERATION OF THE APPOINTMENT OF IAN SCOTT FOR AIRPORTS BOARD
 - Beaufort Regional Chamber of Commerce appointee

Points to Consider:

Funding & Liability Factors:

Council Options:

- APPROVE, MODIFY OR REJECT

Recommendation:



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



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

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

BOARDS AND COMMISSIONS

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

DATE:8/19/20 NAME:Ian D. Scott

BEAUFORT COUNTY VOTER REGISTRATION NUMBER:470796852

OCCUPATION:Chamber of Commerce Executive

TELEPHONE: (Home)336-529-9571 (Office)843-525-8527 EMAIL:ian@beaufortchamber.org

HOME ADDRESS:907 Emmons St. STATE:SC ZIP CODE:29902

MAILING ADDRESS:907 Emmons St STATE:SC ZIP CODE:29902

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

ETHNICITY: Caucasian African American Other

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

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

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

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

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

Applicant's Signature: _____

**Beaufort County Planning Commission
Supplemental Application Questionnaire**

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

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

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

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

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

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

From: [Weitz, Kristina](#)
To: [Vaughn, Tithanie](#)
Subject: RE: Ian Scott
Date: Wednesday, August 19, 2020 4:39:49 PM
Attachments: [image001.png](#)

He is active and in CC 2

Kris

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Wednesday, August 19, 2020 16:12
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: Ian Scott

Can you check?

Ian D. Scott
VR#470796852

907 Emmons Street
Beaufort, SC 29902

Thank you,

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



Stay Safe ! Stay Healthy !



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Text Amendment To The Community Development Code (CDC): Article 5, Section 5.3.20 Applicability– To Apply Architectural Standards and Guidelines to Two-Family (Duplex) Residential

Council Committee:

Natural Resources

Meeting Date:

August 10, 2020

Committee Presenter (Name and Title):

Rob Merchant

Issues for Consideration:

Beaufort County Staff is requesting an amendment to Article 5, Section 5.3.20 of the Community Development Code (CDC) to require two family residences (duplexes) to be subject to the Architectural Standards and Guidelines in Article 5, Division 5.3. Currently, the CDC exempts single-family and two-family residential uses from architectural requirements in the T2 and T3 Transect Zones, the Conventional Zones, Existing PUDs and in the Community Preservation Districts. This proposed amendment would change the text to only exempt single-family residential uses in those districts.

Points to Consider:

See above and attached staff report.

Funding & Liability Factors:

None

Council Options:

Approve the amendment as drafted, Approve the amendment with conditions, Deny the amendment.

Recommendation:

Both staff and Planning Commission are recommending approval

ORDINANCE 2020 / __

TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 5,
SECTION 5.3.20 APPLICABILITY– TO APPLY ARCHITECTURAL STANDARDS AND
GUIDELINES TO TWO-FAMILY (DUPLEX) RESIDENTIAL

WHEREAS, added text is highlighted in yellow and underlined.

Adopted this ___ day of _____ 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

Division 5.3: Architectural Standards and Guidelines

Sections:

- 5.3.10 Purpose
- 5.3.20 Applicability
- 5.3.30 General Architectural Standards and Guidelines
- 5.3.40 Architectural Styles

5.3.10 Purpose

The purpose of this Division is as follows:

- A. To provide standards and guidelines that achieve and promote a consistently high level of design for the County's most intense and most visible development; and
- B. To encourage new and renovated buildings to reflect the distinct characteristics of Beaufort County Places.

5.3.20 Applicability

- A. **Within Transect Zones.** The standards and guidelines in Section 5.3.30 (General Architectural Standards) and Section 5.3.40 (Architectural Styles) are applicable to all proposed development within:
 1. The T4HC, T4HCO, T4VC and T4NC Zones.
 2. The T2 and T3 Zones with the exception of agricultural, ~~and~~ single-family ~~and two-family~~ residential uses.
 3. A Traditional Community Plan, in locations where new development is intended to create walkable places of character, and for which a Transect-based Regulating Plan will be established.
- B. **Within Conventional Zones, Existing PUDs, and Community Preservation Districts.** Within Conventional Zones Existing PUDs, and Community Preservation Districts, all development located within 500 feet of the right-of-way of an arterial or major collector, with the exception of single-family ~~and two-family~~ residential, shall meet the standards in Section 5.3.30 (General Architectural Standards and Guidelines) and utilize Section 5.3.40 (Architectural Styles) as a "best practices manual" to achieve the standards in Section 5.3.30 (General Architectural Standards).
- C. **Standards and Guidelines.** This Division includes both standards and guidelines. Statements predicated by the words "shall" or "must" are to be interpreted as standards. Statements predicated by the words "should" or "may" are to be interpreted as guidelines.

5.3.30 General Architectural Standards and Guidelines

The purpose of the following general architectural standards and guidelines are to create a quality built environment that reflects the County's unique Lowcountry character. This is achieved by adhering to good architectural design principles and incorporating traditional architectural features, while blending harmoniously with the natural surroundings.

Item 1.

PLEASE MAKE SURE YOU ARE USING INTERNET EXPLORER AS YOUR BROWSER

If you have already submitted this information via the Purchasing Contract Review Form, please do NOT submit it here via this request. Thank you

Legal Review Process Instructions



OFFICE OF THE COUNTY ATTORNEY

Post Office Drawer 1228 · Beaufort, SC 29901
102 Industrial Village Road, Building #1
843.255.2055 (O) · 843.255.9414 (F)

LEGAL REVIEW REQUEST FORM

Form Number: 2020 - 0386L

Originally submitted on: 7/23/2020 1:40:52 PM

Select Type: Ordinance/Resolution

Document Title: Text Amendment To The Community Development Code (CDC): Article 5, Section 5.3.20 Appli...

Department: Community Development Requester's Name: Eric Greenway, Director

Ph: 843-255-4123 Em: egreenway@bcgov.net

Date Needed by: 7/31/2020

Is this item being presented to Council or Committee? Yes No Meeting date: 8/10/2020

Description of Document or Any Concerns: Text Amendment To The Community Development Code (CDC): Article 5, Section 5.3.20 Applicability- To Apply Architectural Standards and Guidelines to Two-Family (Duplex) Residential

Is the County receiving a reimbursement or any compensation? Yes No

If applicable, please provide the total value amount of the contract:

- Amount BELOW \$50,000.00
Amount \$50,000 to \$99,999
Amount \$100,000 and above

Has the item been approved by Council Committee? Yes No N/A

Has the item been approved by full Council? Yes No N/A

Attachments:

Attachment list showing files like 'ZTA 2020-03 Architectural Review of Duplexes - Plan.comm.07.06.2020.pdf' and 'AIS Duplex Architectural Amendment.pdf' with download icons and timestamps.

LEGAL DEPARTMENT USE ONLY - INITIAL REVIEW

Attachments section for legal department use with 'Click here to attach a file' buttons.

- Insert more attachments
Approved On Hold Send to Finance
Disapproved Additional Documents Requested Do Not Send to Finance

Comments: [Empty text box]

Kurt Taylor 7/23/2020
1:48:25 PM

119

Item 1.

Legal Staff

Date / Time

Insert a subsequent legal review

Item 1.



MEMORANDUM

To: Beaufort County Planning Commission

From: Robert Merchant, AICP, Deputy Community Development Director

Subject: Text Amendment To The Community Development Code (CDC): Article 5, Section 5.3.20 Applicability– To Apply Architectural Standards and Guidelines to Two-Family (Duplex) Residential

STAFF REPORT:

A. BACKGROUND:

Case No. ZTA 2020-03

Applicant: Beaufort County Staff

Proposed Text Change: Text Amendment To The Community Development Code (CDC): Article 5, Section 5.3.20 Applicability

B. SUMMARY OF REQUEST:

Beaufort County Staff is requesting an amendment to Article 5, Section 5.3.20 of the Community Development Code (CDC) to require two family residences (duplexes) to be subject to the Architectural Standards and Guidelines in Article 5, Division 5.3. Currently, the CDC exempts single-family and two-family residential uses from architectural requirements in the T2 and T3 Transect Zones, the Conventional Zones, Existing PUDs and in the Community Preservation Districts. This proposed amendment would change the text to only exempt single-family residential uses in those districts.

The proposed amendment language is attached (additions are highlighted and underlined).

C. ATTACHMENTS:

- Proposed changes to the CDC

Division 5.3: Architectural Standards and Guidelines

Sections:

- 5.3.10 Purpose
- 5.3.20 Applicability
- 5.3.30 General Architectural Standards and Guidelines
- 5.3.40 Architectural Styles

5.3.10 Purpose

The purpose of this Division is as follows:

- A. To provide standards and guidelines that achieve and promote a consistently high level of design for the County's most intense and most visible development; and
- B. To encourage new and renovated buildings to reflect the distinct characteristics of Beaufort County Places.

5.3.20 Applicability

- A. **Within Transect Zones.** The standards and guidelines in Section 5.3.30 (General Architectural Standards) and Section 5.3.40 (Architectural Styles) are applicable to all proposed development within:
 1. The T4HC, T4HCO, T4VC and T4NC Zones.
 2. The T2 and T3 Zones with the exception of agricultural ~~and~~ single-family ~~and two-family~~ residential uses.
 3. A Traditional Community Plan, in locations where new development is intended to create walkable places of character, and for which a Transect-based Regulating Plan will be established.
- B. **Within Conventional Zones, Existing PUDs, and Community Preservation Districts.** Within Conventional Zones Existing PUDs, and Community Preservation Districts, all development located within 500 feet of the right-of-way of an arterial or major collector, with the exception of single-family ~~and two-family~~ residential, shall meet the standards in Section 5.3.30 (General Architectural Standards and Guidelines) and utilize Section 5.3.40 (Architectural Styles) as a "best practices manual" to achieve the standards in Section 5.3.30 (General Architectural Standards).
- C. **Standards and Guidelines.** This Division includes both standards and guidelines. Statements predicated by the words "shall" or "must" are to be interpreted as standards. Statements predicated by the words "should" or "may" are to be interpreted as guidelines.

5.3.30 General Architectural Standards and Guidelines

The purpose of the following general architectural standards and guidelines are to create a quality built environment that reflects the County's unique Lowcountry character. This is achieved by adhering to good architectural design principles and incorporating traditional architectural features, while blending harmoniously with the natural surroundings.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Beaufort Memorial Hospital Line of Credit

Council Committee:

Finance

Meeting Date:

July 13, 2020

Committee Presenter (Name and Title):

Kurt Taylor, County Attorney

Issues for Consideration:

Beaufort Memorial Hospital desires to enter into a non-revolving line of credit in the principal amount not to exceed \$20,000,000 with Regions Bank that will be used to finance short-term working capital needs. The Hospital's obligation to repay the Line of Credit will be evidenced by a Note. The Hospital is requesting Beaufort County to exercise its power under Section 6 of the Enabling Act to provide for the issuance of the Note and the execution and delivery of a Credit Agreement between the Hospital and the Bank. There is no impact on the County's debt limit and no pecuniary liability for the County.

Points to Consider:

The Hospital seeks this line of credit to be in place if necessary for operating capital related to the COVID-19 pandemic.

Funding & Liability Factors:

There will be no liability to the county.

Council Options:

Approve or reject

Recommendation:

Staff recommends Council approve the ordinance which authorizes the line of credit.

SUMMARY
BEAUFORT MEMORIAL HOSPITAL

Beaufort Memorial Hospital (the "*Hospital*") desires to enter into a non-revolving line of credit in the principal amount not to exceed \$20,000,000 (the "*Line of Credit*") with Regions Bank (the "*Bank*") that will be used to finance short-term working capital needs. The Hospital's obligation to repay the Line of Credit will be evidenced by a Note (the "*Note*").

The Hospital is organized and existing under the laws of the State, having been established pursuant to Act 1197 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, 1966, as amended (the "*Enabling Act*").

The Hospital is requesting Beaufort County (the "*County*") to exercise its power under Section 6 of the Enabling Act to provide for the issuance of the Note and the execution and delivery of a Credit Agreement between the Hospital and the Bank.

There is no impact on the County's debt limit and no pecuniary liability for the County.

Representatives from the Hospital and Haynsworth Sinkler Boyd, P.A. are available to answer any questions.

ACTION REQUESTED OF COUNCIL

1. Approve a note issuance Ordinance and hold a public hearing.

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY BY BEAUFORT COUNTY, SOUTH CAROLINA ACTING THROUGH BEAUFORT COUNTY MEMORIAL HOSPITAL OF NOT EXCEEDING \$20,000,000 PROMISSORY NOTE AND A CREDIT AGREEMENT; AUTHORIZING PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND OTHER MATTERS INCIDENTAL THERETO.

BE IT ORDAINED by the County Council of Beaufort County, the governing body of Beaufort County, South Carolina in meeting duly assembled:

ARTICLE I

FINDINGS OF FACT

As an incident to the enactment of this ordinance and the issuance of the promissory note provided for herein, the County Council of Beaufort County (the ***“Council”***), the governing body of Beaufort County, South Carolina (the ***“County”***) finds that the facts set forth in this article exist, and the statements made with respect thereto are true and correct:

Section 1.01 Findings.

(a) The County is a duly constituted body politic and political subdivision of the State of South Carolina (the ***“State”***).

(b) The Beaufort County Memorial Hospital, d/b/a Beaufort Memorial Hospital (the ***“Hospital”***) is organized and existing under the laws of the State, having been established pursuant to Act 1197 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, 1966, as amended (the ***“Enabling Act”***).

(c) The Hospital has informed the Council that in order to continue to protect the health, safety and welfare of the citizens of and visitors to the County (and areas in adjoining counties) by providing medical care to persons infected by COVID-19, both presently and in the event of a recurrence of the rate of infection, it is necessary for the Hospital to have ready access to a source of working capital.

(d) The Hospital has negotiated with Regions Bank for a loan in the form of a promissory note in principal amount not exceeding \$20,000,000 and with a term of 364 days (the ***“Note”***). The terms of the Note are subject to a credit agreement (the ***“Credit Agreement”***). The forms of the Note and Credit Agreement are attached hereto as Exhibit “A” and Exhibit “B”, respectively.

(e) The Hospital has requested the County to exercise its power under Section 6 of the Enabling Act to assist the Hospital by providing for the issuance of the Note and execution and delivery of the Credit Agreement.

(f) After due consideration, the Council finds that it is proper to authorize the issuance of the Note and execution and delivery of the Credit Agreement as requested.

* * * *

ARTICLE II

ISSUANCE OF NOTE; CREDIT AGREEMENT

Section 2.01 **Issuance of Note; Credit Agreement.** Issuance of the Note and execution and delivery of the Credit Agreement, in substantially the forms attached hereto as Exhibit "A" and Exhibit "B", respectively, with such changes as the executing officer shall approve (his execution to be conclusive evidence of such approval) is hereby approved. The Note and the Credit Agreement shall be signed on behalf of the County by the Chairman of the Board of Trustees of the Hospital.

Section 2.02 **Tenor of Note.** No recourse shall be had for the payment of the Note, or interest thereon, or any part thereof, against the funds of the County, nor shall the credit or taxing power of the County be deemed to be pledged thereto. The Note, and interest thereon, shall not be a debt of the County, nor a charge, lien or encumbrance, legal or equitable, upon any property of the County or upon any income, receipts or revenues of the County, but shall be payable only from the revenues of the Hospital. Neither the Hospital nor the County shall be under any obligation to pay the same, except from such revenues.

Section 2.03 Nothing in this Ordinance, the Credit Agreement, the Note or any other document executed related thereto shall be construed as a representation, approval, warranty or commitment by the County with regard to the proper procedure to be followed in connection with the execution and delivery of the Note and Credit Agreement.

Section 2.04 **Effective Dates.** This Ordinance shall become effective and be in full force immediately.

ADOPTED AND EFFECTIVE THIS _____ DAY OF _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

(SEAL)

By: _____
Joseph Passiment
Chairman

ATTEST:

By: _____
Sarah W. Brock
Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

MASTER NOTE

\$20,000,000

Beaufort, South Carolina
_____, 2020

FOR VALUE RECEIVED, BEAUFORT COUNTY MEMORIAL HOSPITAL d/b/a BEAUFORT MEMORIAL HOSPITAL, a public agency under and as defined in Title 44, Chapter 7, Article 11 of the Code of Laws of South Carolina, 1976, as amended (the "Borrower"), promises to pay, on the Termination Date, if not sooner paid, to the order of **REGIONS BANK**, an Alabama banking corporation (the "Lender"), the principal amount of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000), or so much thereof as may be advanced by the Lender hereunder, and to pay interest from the date advanced until payment in full on the unpaid principal balance of the amount advanced hereunder at a floating interest rate (calculated on an Actual/360 Day Basis) equal to the Applicable Rate established from time to time under that certain Credit Agreement dated as of _____ 1, 2020 between the Borrower and the Lender (as amended or extended from time to time, the "Credit Agreement"). Such interest shall be payable monthly in arrears on the first day of each month in each year, beginning on _____ 1, 2020, and on the Termination Date.

This note is the Note referred to in the Credit Agreement and is subject to all of the provisions thereof, including those providing for optional prepayment, acceleration of maturity, and adjustment of the interest rate hereunder, waiver of jury trial, and arbitration of disputes, as set forth in the Credit Agreement. Capitalized terms used in this Note and not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement, or if not defined therein, the meanings assigned to them in the Master Indenture, as defined below. All payments by the Borrower to the Lender under this Note shall be made in accordance with Article 2 of the Credit Agreement, including without limitation Sections 2.7 and 2.8 thereof.

If an Event of Default exists, this Note shall bear interest at the Default Rate, until the earlier of (a) such time as all amounts due hereunder are paid in full or (b) no such Event of Default exists.

The Borrower agrees to pay to the Lender, on demand, a late charge computed as follows to cover the extra expense involved in handling late payments: The late charge will be equal to five percent (5.0%) of any payment that is not paid within ten (10) days after it is due. This provision shall not be deemed to excuse a late payment or be deemed a waiver of any other right the Lender may have, including the right to declare the entire unpaid principal and interest immediately due and payable and the right to collect interest on any late payment at the Default Rate.

Notwithstanding the foregoing, for the purpose of enabling the Lender to send periodic billing statements in advance of each interest payment date reflecting the amount of interest payable on such interest payment date, at the option of the Lender, the Applicable Rate in effect 15 days prior to each interest payment date shall be deemed to be the Applicable Rate as continuing in effect until the date prior to such interest payment date for purposes of computing the amount of interest payable on such interest payment date. If the Lender elects to use the Applicable Rate 15 days prior to the interest payment date for billing purposes, and if the Applicable Rate changes during such 15-day period, the difference between the amount of interest that in fact accrues during such period and the amount of interest actually paid will be added to or subtracted from, as the case may be, the interest otherwise payable in preparing the periodic billing statement for the next succeeding interest payment date. In determining the amount of interest payable at the final maturity or upon full prepayment of this Note, all changes in the Applicable Rate occurring on or prior to the day before the final maturity date or the date of such full prepayment shall be taken into account.

This Note is a master note, and it is contemplated that the proceeds of the Line of Credit evidenced hereby will be advanced by the Lender to the Borrower in installments, and repaid and re-borrowed, as needed for the purposes set forth in the Credit Agreement, upon compliance with the terms and conditions set forth therein. This Note shall be valid and enforceable as to the Borrower, and the Borrower's obligations under this Note are secured by the Obligated Group's pledge of its Gross Receipts under that certain Amended and Restated Master Trust Indenture dated as of December 1, 2011 (the "Master Indenture"), by and between the Hospital and U.S. Bank National Association (the "Master Trustee"), as amended and supplemented, including that certain Supplemental Master Trust Indenture No. 8, dated as of _____ 1, 2020 ("Supplement No. 8") between the Obligated Group and the Master Trustee. To evidence this pledge in favor of the Lender, the Borrower has duly issued that certain \$20,000,000 Series 8 Note (the "Series 8 Note"), for itself and other members of the Obligated Group, in favor of the Lender Supplement No. 8 to the Master Indenture. As the Holder of the Series 8 Note, the Lender shall be entitled to all rights and remedies available to the Holders of Note Obligations issued under the Master Indenture. This Note shall be valid and enforceable as to any collateral granted to the Lender as security for the Line of Credit evidenced hereby, including without limitation the Obligated Group's pledge of its Gross Receipts pursuant to the Master Indenture, which shall be and remain valid and binding as security for the aggregate amount advanced at any time hereunder, whether or not the full face amount hereof is advanced.

THIS LINE OF CREDIT IS NOT A DEBT OR OBLIGATION OF THE STATE OF SOUTH CAROLINA OR BEAUFORT COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY PROVISION.

Each principal advance and payment on this Note shall be reflected by notations made by the Lender on its internal records (which may be kept on computer or otherwise), and the Lender is hereby authorized to record on such records all such principal advances and payments. The aggregate unpaid amount reflected by the Lender's notations on its internal records (whether on computer or otherwise) shall be deemed rebuttably presumptive evidence of the principal amount remaining outstanding and unpaid on this Note. No failure of the Lender so to record any advance or payment shall limit or otherwise affect the obligation of the Borrower hereunder with respect to any advance, and no payment of principal by the Borrower shall be affected by the failure of the Lender so to record the same.

If an Event of Default exists, the principal and all accrued interest on this Note and all other amounts payable under the Credit Agreement and the other Credit Documents may become immediately due and payable in the manner and with the effect provided in the Credit Agreement.

The Borrower expressly waives any presentment, demand, protest or notice in connection with this Note, now or hereafter required by applicable law.

Time is of the essence of this Note.

This Note shall be construed in accordance with and governed by the internal laws of the State of South Carolina (without regard to conflict of law principles) except as required by mandatory provisions of law.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be dated _____, 2020 and to be duly executed and delivered under seal by its duly authorized representative.

**BEAUFORT COUNTY MEMORIAL HOSPITAL
d/b/a BEAUFORT MEMORIAL HOSPITAL
on behalf of Beaufort County, South Carolina**

By: _____

Name: _____

Title: _____

(SEAL)

ANY CONTROVERSY, CLAIM, DISPUTE OR DISAGREEMENT RELATING TO THIS AGREEMENT, AS SET FORTH MORE PARTICULARLY IN SECTION 7.11 HEREOF, SHALL BE SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULE OF THE AMERICAN ARBITRATION ASSOCIATION AND SECTION 15-48-10 OF THE CODE OF LAWS OF SOUTH CAROLINA ANNOTATED

CREDIT AGREEMENT

Dated as of _____ 1, 2020

between

**BEAUFORT COUNTY MEMORIAL HOSPITAL
d/b/a BEAUFORT MEMORIAL HOSPITAL**

and

REGIONS BANK

relating to

**\$20,000,000
Line of Credit**

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Exhibits

Exhibit A Form of Advance Request Certificate

Schedules

Schedule 5.1(d) Form of Officer’s Certificate

CREDIT AGREEMENT

THIS CREDIT AGREEMENT (this “Agreement”), dated as of _____ 1, 2020, is between **BEAUFORT COUNTY MEMORIAL HOSPITAL d/b/a BEAUFORT MEMORIAL HOSPITAL**, a public agency under and as defined in Title 44, Chapter 7, Article 11 of the Code of Laws of South Carolina, 1976, as amended (the “Hospital”), and **REGIONS BANK**, an Alabama banking corporation (the “Lender”).

PRELIMINARY STATEMENTS:

(1) The Hospital has requested that the Lender provide a line of credit in the maximum principal amount of \$20,000,000 (as defined more particularly herein, the “Line of Credit”) to be available to the Hospital for general working capital and for the other lawful corporate purposes, if any, described herein.

(2) The Lender has agreed to provide the Line of Credit provided, among other things, that the Hospital and Lender enter into this Agreement.

(3) In order to secure the Hospital’s obligations under this Agreement, the Hospital, as the sole member of the Obligated Group, will issue the Series 8 Note (the “Series 8 Note”) pursuant to the Amended and Restated Master Trust Indenture dated as of December 1, 2011 (the “Master Indenture”), by and between the Hospital and U.S. Bank National Association (the “Master Trustee”), as such may be further supplemented or amended, as supplemented by Supplemental Master Trust Indenture No. 8, dated as of _____ 1, 2020 (“Supplement No. 8”) between the Obligated Group and the Master Trustee.

(4) The Hospital will materially and directly benefit from the Line of Credit and, therefore, to induce the Lender to provide the Line of Credit, the Hospital is willing to enter into this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, including the covenants, terms and conditions hereinafter appearing and in order to induce the Lender to provide the Line of Credit, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.1 Certain Defined Terms

As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Act” means Title 44, Chapter 7, Article 11 of the Code of Laws of South Carolina, 1976, as amended.

“Actual/360 Basis” means a method of computing interest and other charges on the basis of an assumed year of 360 days for the actual number of days elapsed, meaning that the interest accrued for each day will be computed by multiplying the interest rate applicable on that day by the unpaid principal balance orate that day and dividing the result by 360.

“Adjusted Margin” is defined in Section 2.3(b).

“Advance” is defined in Section 2.1.

“Advance Request Certificate” means the certificate attached as Exhibit A to this Agreement.

“Affiliate” means a Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with the Hospital or a subsidiary of the Hospital. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting stock, by contract or otherwise.

“Agreement” means this Credit Agreement and any amendments or supplements thereto.

“Anti-Terrorism Laws” has the meaning assigned to that term in Section 4.1(r) of this Agreement.

“Applicable Rate” means the LIBOR-Based Rate; provided, however, that if a Replacement Index is determined under Section 2.3(b), the Applicable Rate thereafter shall be the Replacement Index plus the Margin or Adjusted Margin, as applicable.

“Audited Financial Statements” shall mean the audited financial statements of the Obligated Group for a specified Fiscal Year, together with related notes, if any, thereto, and related consolidated and consolidating balance sheets, consolidated and consolidating statements of operations and changes in net assets, consolidated and consolidating statements of cash flows for such period, together with related notes thereto, if any, setting forth in comparative form figures for the preceding full year, all in reasonable detail and satisfactory in scope to the Lender, prepared in accordance with GAAP applied on a Consistent Basis and containing an unqualified opinion of an independent certified public accounting firm satisfactory to the Lender.

“Authorized Hospital Representative” means any person that (a) has executed an account agreement on behalf of Hospital with Lender or (b) Hospital has notified Lender in writing is authorized to act on Hospital’s behalf with respect to the Line of Credit. Lender shall be entitled to rely conclusively and without further investigation on the authority granted to any person under the terms of this paragraph unless and until the Lender has received written notice revoking such authority and has had reasonable commercial opportunity to administer such revocation on its systems.

“Available Line of Credit Commitment” means, for any period, an amount equal to the difference between (a) the Maximum Line of Credit Amount, and (b) the aggregate principal amount of Advances made under the Line of Credit since the Closing Date, regardless of whether such Advances have been repaid.

“Bankruptcy Code” means any bankruptcy, insolvency or similar state or federal law, as amended, now or hereafter in effect.

“Business Day” means a day on which the office of the Lender at which payments under the Note are to be made is open for business and on which dealings in U. S. dollar deposits are carried out in the London interbank market.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any

Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, and (iii) all requests, rules, guidelines or directives issued by a Governmental Authority in connection with a Lender's submission or re-submission of a capital plan under 12 C.F.R. § 225.8 or a Governmental Authority's assessment thereof shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

“Closing Date” means _____, 2020, regardless of whether an Advance is made on such date.

“Code” means the Internal Revenue Code of 1986, as amended.

“Consistent Basis” means in reference to the application of GAAP, that the accounting principles observed in the current period are comparable in all material respects to those applied in the preceding period, except as otherwise permitted by this Agreement or as may be different as a result of a change in GAAP.

“COVID-19” means the disease described as “2019 Novel Coronavirus (2019-nCoV)” in the declaration of national health emergency issued for the United States on January 31, 2020, by the Secretary of Health and Human Services.

“Credit” means, individually and collectively, all loans, forbearances, renewals, extensions, advances, reimbursement obligations, disbursements and other extensions of credit now or hereafter made by the Lender to or for the account of the Hospital under this Agreement or the Note, including without limitation all Advances and all expenses of Lender that Hospital is obligated to pay or reimburse under Section 6.4 of this Agreement.

“Credit Documents” means this Agreement, the Note, the Master Indenture, the Series 8 Supplement, the Series 8 Note and any other documents executed by or between the Hospital and the Lender in connection with the Line of Credit.

“Damages” has the meaning assigned to that term in Section 7.5 of this Agreement.

“Default Rate” means a rate of interest equal to two percentage points (200 basis points) in excess of the highest interest rate that would otherwise be payable on the principal amount of the Line of Credit under this Agreement and the Note in the absence of an Event of Default, or the maximum rate permitted by law, whichever is less.

“Draft Annual Financial Statements” shall mean financial statements of the Obligated Group for a specified Fiscal Year identical in form to the Audited Financial Statements required to be provided by the Hospital for such Fiscal Year; provided, however, that Draft Annual Financial Statements (a) may include estimates concerning pension-related information that is dependent upon receipt of the applicable SC Pension Report, and (b) must contain an opinion of an independent certified public accounting firm satisfactory to the Lender that is qualified solely with respect to the estimated pension-related information.

“Enabling Act” means Act No. 1197 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1966, such act establishing and creating the Hospital.

“Environmental Laws” means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, including any rules and regulations promulgated thereunder.

“Event of Default” has the meaning assigned to that term in Section 6.1 of this Agreement.

“Executive Order” has the meaning assigned to that term in Section 4.1(r) of this Agreement.

“Generally Accepted Accounting Principles” or “GAAP” means those principles of accounting set forth in statements of the Financial Accounting Standards Board or which have other substantial authoritative support and are applicable in the circumstances as of the date of a report, as such principles are from time to time supplemented and amended.

“Guaranty” or “Guaranties” mean all obligations of the Hospital or any other member of the Obligated Group guaranteeing in any manner, whether directly or indirectly, any obligation of any other Person which would, if such other Person were a member of the Obligated Group, constitute Indebtedness hereunder.

“Hazardous Materials” means and includes any hazardous, toxic or dangerous waste, substance or material (including without limitation any materials containing asbestos) defined as such in (or for purposes of) any Environmental Laws.

“Incorporated Covenants” has the meaning assigned to that term in Section 4.3(b) of this Agreement.

“Incorporated Definitions” shall have the meaning assigned to that term in Section 1.2.

“Indebtedness” means all outstanding Obligations incurred or assumed by one or more members of the Obligated Group, including Guaranties (other than any Guaranty by any member of the Obligated Group of Indebtedness of any other member of the Obligated Group), or any other obligation for payments of principal and interest with respect to money borrowed and including capitalized lease agreements and installment sale agreements, except obligations of a member of the Obligated Group to another member. Nothing in this definition or otherwise shall be construed to count Indebtedness more than once.

“Indemnified Parties” has the meaning assigned to that term in Section 6.4 of this Agreement.

“Interest Period” means each period commencing on the last day of the immediately preceding Interest Period and ending on the same day of the month that interest is due one month thereafter; provided (a) the first Interest period shall commence on the Closing Date and shall end on the first day thereafter that interest is due, (b) any Interest Period that ends in a month for which there is no day which numerically corresponds to the last day of the immediately preceding Interest Period shall end on the last

day of the month, and (c) any Interest Period that would otherwise extend past the Termination Date shall end on the Termination Date.

“LIBOR-Based Rate” means, as of the date of determination, the rate (rounded upwards, if necessary, to the nearest whole multiple of 1/100 of 1%) equal to (a) LIBOR in effect on such day plus (b) the Margin. Any change in the LIBOR-Based Rate due to a change in LIBOR shall be effective, without notice, on the first day of each month. Notwithstanding anything contained herein to the contrary, the LIBOR-Based Rate shall not be less than zero.

“London Interbank Offered Rate” or “LIBOR” means with respect to any Interest Period, that rate for deposits in U. S. dollars for a period comparable to the term of such Interest Period which appears on Reuters Screen LIBOR01 Page (or such other page that may replace that page on that service or on such other comparable financial information reporting service used by Lender, in its discretion, at the time such rate is determined) as of 11:00 a. m., London, England time on the day (the “Pricing Date”) that is two Business Days preceding the first day of such Interest Period (or if not so reported, then as determined by the Lender from another recognized source or from one or more interbank quotations, in Lender’s discretion). In any event, LIBOR will not be less than zero percent (0%) per annum.

“Legal Entity Customer” shall have the meaning set forth in 31 C.F.R. § 1010.230(e) and includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed under the laws of a foreign jurisdiction that opens an account.

“Line of Credit” is defined in Section 2.1.

“Line of Credit Obligations” means (a) the payment of all amounts now or hereafter becoming due and payable to Lender under the Credit Documents, including the principal amount of the Line of Credit, all interest (including interest that, but for the filing of a petition in bankruptcy, would accrue on any such principal) and all other fees, charges and costs (including attorneys’ fees and disbursements) payable in connection therewith; (b) the observance and performance by the Hospital of all of the provisions of the Credit Documents; (c) the payment of all sums advanced or paid by the Lender in exercising any of its rights, powers or remedies under the Credit Documents, and all interest (including post-bankruptcy petition interest, as aforesaid) on such sums provided for herein or therein; and (d) all renewals, extensions, modifications and amendments of any of the foregoing, including any extension of the Termination Date, if any, whether or not any renewal, extension, modification or amendment agreement is executed in connection therewith.

“Long-Term Debt Service Coverage Ratio” has the meaning assigned to that term in the Master Indenture as of the Closing Date.

“Margin” means 1.3 percent (130 basis points).

“Master Indenture” has the meaning assigned to that term in paragraph (3) of the Preliminary Statements hereof.

“Master Trustee” has the meaning assigned to that term in paragraph (3) of the Preliminary Statements hereof.

“Material Adverse Effect” or “Material Adverse Change” means a material adverse effect upon, or a material adverse change in, any of (i) the financial condition, operations, business, properties or prospects of the Hospital and the members of the Obligated Group, taken as a whole; (ii) the ability of the

Hospital and the members of the Obligated Group, taken as a whole, to comply with the financial covenants contained in Section 5.1(g) or to perform their obligations under this Agreement or any Credit Document in any material respect; (iii) the legality, validity or enforceability of this Agreement or any Credit Document; or (iv) the perfection or priority of the liens of the Master Trustee granted under any Credit Document or the rights and remedies of the Lender or the Master Trustee, respectively, under this Agreement or any Credit Document (other than a change resulting from any act or omission by the Lender or the Master Trustee, respectively).

“Material Contracts” has the meaning assigned to that term in Section 3.1(f) of this Agreement.

“Maximum Line of Credit Amount” means \$20,000,000.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA.

“Note” is defined in Section 2.2.

“Obligated Group” has the meaning assigned to that term in the Master Indenture as of the Closing Date.

“Obligations” has the meaning assigned to that term in the Master Indenture as of the Closing Date.

“OFAC” has the meaning assigned to that term in Section 4.1(r) of this Agreement.

“Participants” has the meaning assigned to that term in Section 2.6 of this Agreement.

“Payment Account” is defined in Section 2.8.

“PBGC” means the Pension Benefit Guaranty Corporation or any successor thereto.

“Person” means any individual, joint venture, corporation, company, voluntary association, partnership, trust, joint stock company, unincorporated organization, association, government, or any agency, instrumentality, or political subdivision thereof, or any other form of entity.

“Plan” means an employee benefit plan (other than a Multiemployer Plan) maintained for employees of the Hospital and covered by Title IV of ERISA.

“Plan Termination Event” means (i) a Reportable Event described in Section 4043 of ERISA and the regulations issued thereunder (other than a Reportable Event not subject to the provision for 30-day notice to the PBGC under such regulations), or (ii) the withdrawal of the Hospital from a Plan during a plan year in which it was a “substantial employer” as defined in Section 4001(a)(2) of ERISA, or (iii) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, or (iv) the institution of proceedings to terminate a Plan by the PBGC, or (v) any other event or condition which would constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan.

“Pricing Date” has the meaning assigned within the definition of London Interbank Offered Rate.

“Property” has the meaning assigned to that term in Section 4.1(l) of this Agreement.

“Rate Hedging Obligation” means any and all obligations of a member of the Obligated Group, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all agreements, devices or arrangements designed to protect at least one of the parties thereto from the fluctuations of interest rates, exchange rates or forward rates applicable to such party’s assets, liabilities or exchange transactions, including, but not limited to, United States dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts, warrants and those commonly known as interest rate “swap” agreements; and (ii) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing.

“Replacement Index” is defined in Section 2.3(b).

“Series 8 Note” has the meaning assigned to that term in paragraph (4) of the Preliminary Statements hereof.

“Supplement No. 8” has the meaning assigned to that term in paragraph (4) of the Preliminary Statements hereof.

“Swap Agreement” means one or more agreements between the Hospital and the Lender or their Affiliates, which create Rate Hedging Obligations.

“Term Sheet” means the Lender’s Summary Quote of Terms and Conditions dated _____, 2020, related to the terms and conditions of the Line of Credit.

“Termination Date” means the maturity date of the Line of Credit (which is initially _____, 2021, as such date may be extended from time to time pursuant to Section 2.6 or accelerated pursuant to Section 6.2.

“Trigger Event” is defined in Section 2.3(b).

“Unrestricted Cash and Investments” means the sum of the following unrestricted and unencumbered items of the Obligated Group: cash, cash equivalents, short and long term marketable and liquid investments and any other item shown as unrestricted cash and investments of the Obligated Group on the financial statements delivered to the Lender pursuant to Section 5.1(d), as applicable.

“Unused Fee” means, for any period, an amount equal to 0.1 percent (10 basis points) of the Available Line of Credit Commitment for such period.

SECTION 1.2 Defined Terms Incorporated from Master Indenture

Certain capitalized terms are used in this Agreement based upon meanings assigned to such terms in the Master Indenture (the “Incorporated Definitions”). With respect to the Incorporated Definitions, the Hospital hereby agrees that (a) no amendment or modification to an Incorporated Definition made in the Master Indenture, subsequent to the Closing Date, shall be effective for purposes of this Agreement unless the Lender shall have given its prior written consent thereto, and (b) if the Master Indenture shall be refinanced or replaced by another financing agreement or the Master Indenture is terminated and not replaced, then the Incorporated Definitions shall remain in full force and effect for purposes of this Agreement, as in effect for such purposes immediately prior to the date of such replacement or termination, unless the Lender shall agree otherwise in writing.

SECTION 1.3 Computation of Time Periods

In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

SECTION 1.4 Accounting Terms

All accounting terms not specifically defined herein shall be construed in accordance with GAAP applied on a Consistent Basis, except as otherwise stated herein.

ARTICLE 2

CREDIT TO BE EXTENDED UNDER THIS AGREEMENT

SECTION 2.1 Line of Credit From the Closing Date to the Termination Date, the Lender agrees, upon the terms and subject to the conditions of this Agreement, to provide a line of credit (the “Line of Credit”) available to the Hospital, pursuant to which the Hospital may from time to time borrow from the Lender such sums as may be needed by the Hospital for the purposes expressed in this Agreement, up to a maximum aggregate principal amount not exceeding the Maximum Line of Credit Amount. Each advance to the Hospital under the Line of Credit (an “Advance”) will be made on the next Business Day after Lender’s receipt of an Advance Request Certificate duly completed and executed by an Authorized Hospital Representative. All representations, warranties and covenants made by the Hospital in an Advance Request Certificate shall constitute representations, warranties and covenants made by the Hospital for all purposes of this Agreement. Advances will not be made on the basis of incomplete or unexecuted Advance Request Certificates. The total principal amount advanced and outstanding at any time under the Line of Credit is hereinafter referred to as the “Line of Credit.”

SECTION 2.2 Note All Advances shall be evidenced by a promissory note (the “Note”), payable to the order of the Lender, duly executed on behalf of the Hospital, dated the Closing Date, in the principal amount of \$20,000,000 and satisfactory in form and substance to the Lender. The Note shall be payable in full as to principal on the Termination Date. The Note shall be valid and enforceable as to the aggregate amount of the Line of Credit outstanding from time to time, whether or not the full amount of the Line of Credit is actually advanced by the Lender to the Hospital.

SECTION 2.3 Interest

(a) The Note shall bear interest on the unpaid principal balance of the amount advanced thereunder from the date advanced until payment in full at the rate per annum equal to the Applicable Rate. Such interest shall be payable monthly on the first day of each month in each year, commencing June 1, 2020, and on the Termination Date. Interest will be computed on an Actual/360 Day Basis.

(b) If Lender at any time or from time to time determines that (1) London Interbank Offered Rate is unavailable, (2) London Interbank Offered Rate cannot be determined, (3) London Interbank Offered Rate does not adequately reflect the cost to Lender of making, funding, or maintaining the Line of Credit, (4) the use of London Interbank Offered Rate has become impracticable or unreliable, (5) London Interbank Offered Rate is no longer representative of the underlying market or economic reality, or (6) it is no longer lawful for Lender to lend at any rate based on London Interbank Offered Rate (any such determination is hereafter called a “Trigger Event”), then, Lender may elect to designate a substitute interest rate index (the “Replacement Index”). If Lender designates a Replacement Index, Lender may also determine at such time or from time to time thereafter that a Margin adjustment is necessary to produce a

comparable interest rate to the interest rate that would have applied based on the London Interbank Offered Rate. Upon such determination, Lender will designate the amount of such Margin adjustment (which may be a positive or a negative number) and adjust the Margin by that amount (and the result will be the “Adjusted Margin”). Lender will provide notice to Hospital of the Replacement Index, any Margin adjustment, and the Adjusted Margin, as applicable, and their effective date. Thereafter, the Replacement Index shall be deemed to be and shall become the operative interest rate index for purposes of this Agreement and any other loan documents, and this Agreement shall continue to bear interest on the unpaid principal amount from the effective date of such designation(s) through repayment thereof at the Replacement Index plus the Margin or the Adjusted Margin, as applicable (subject to increase to or by any applicable default rate). Absent notice from the Lender to the contrary, changes in the interest rate on the Line of Credit resulting from In any event, the Replacement Index will not be less than zero percent (0%) per annum. The Replacement Index may not necessarily be the Lender’s most favorable lending rate or interest rate index. Any determination or designation made by Lender under this paragraph shall be made in Lender’s sole and absolute discretion and shall be conclusive and binding absent manifest error. In connection with the implementation of a Replacement Index and, as applicable, the Adjusted Margin, Lender may make any technical, administrative, or operational changes that may be appropriate to facilitate the administration thereof.

(c) The Hospital acknowledges and agrees that the United Kingdom’s Financial Conduct Authority (solely for purposes of this paragraph, “FCA”) has announced it will phase out its support of the London Interbank Offered Rate. The London Interbank Offered Rate may be sustained until the end of 2021. Hospital acknowledges that the FCA’s withdrawal of its support of the London Interbank Offered Rate may, in Lender’s sole discretion, constitute a Trigger Event under this Agreement and that upon the occurrence of such Trigger Event (or any other), the Applicable Rate with respect to the Line of Credit will subject to adjustment in accordance with the terms of this Agreement. The effect of the FCA’s decision to no longer support the London Interbank Offered Rate cannot be predicted, or, if changes are ultimately made to the London Interbank Offered Rate, the effect of those changes cannot be predicted. In addition, Hospital acknowledges the impact of any interest rate index change related to the Line of Credit due to the FCA’s decision to phase out its support of the London Interbank Offered Rate, should this occur, cannot be predicted and may or may not be advantageous to Hospital.

(d) If an Event of Default exists, the Note shall bear interest at the Default Rate, until the earlier of (1) such time as all amounts due hereunder are paid in full, or (2) no such Event of Default exists.

(e) Unless otherwise stipulated, the Hospital agrees to pay to the Lender, on demand, a late charge computed as follows to cover the extra expense involved in handling late payments: If interest or principal are payable in installments, the late charges will be equal to 5% of any payment that is not paid within ten (10) days after it is due. If principal and interest are payable at maturity, the late charge will be equal to 5% of the interest portion of the payment that is not paid within ten (10) days after it is due.

SECTION 2.4 Unused Fee

In consideration of the Lender's willingness to provide the Line of Credit and the Lender's resulting obligation to observe certain regulatory requirements and maintain certain reserves relating to the Line of Credit, regardless of whether or not any Advances are made, the Hospital agrees to pay to the Lender on the first day of each January, April, July and October, commencing July 1, 2020, an amount equal to the Unused Fee.

SECTION 2.5 Prepayments

The Hospital may at any time prepay all or any part of the Line of Credit, without premium or penalty. With respect to any partial prepayment of the Line of Credit or with respect to a full prepayment of the Line of Credit that is not accompanied by termination of this Agreement, accrued interest on the principal amount prepaid to the date of prepayment shall be paid on the next succeeding monthly interest payment date. With respect to any full prepayment of the Note that is accompanied by a termination of this Agreement, all accrued interest on the Line of Credit will be paid in full on the date of such prepayment.

SECTION 2.6 Extension of Termination Date

The Hospital and the Lender may from time to time extend the then-current Termination Date to any subsequent termination date upon which the Hospital and the Lender may agree by executing a written extension agreement. Upon the execution of such an extension agreement by the Hospital and the Lender, the maturity date of the Line of Credit shall be extended to the agreed-upon termination date, and the agreed-upon termination date shall become the new "Termination Date" for purposes of this Agreement.

SECTION 2.7 Place and Time of Payment.

(a) All payments by the Hospital to the Lender under this Agreement and the other Credit Documents shall be made in lawful currency of the United States and in immediately available funds to the Lender at its Main Office in Birmingham, Alabama at the hand delivery address set forth in Section 7.2 or at such other address within the continental United States as shall be specified by the Lender by notice to the Hospital. Any payment received by the Lender after 2:00 p.m. (Birmingham, Alabama time) on a Business Day (or at any time on a day that is not a Business Day) shall be deemed made by the Hospital and received by the Lender on the following Business Day.

(b) All amounts payable by the Hospital to the Lender under this Agreement or any of the other Credit Documents for which a payment date is expressly set forth herein or therein shall be payable on the specified due date without notice or demand by the Lender. All amounts payable by the Hospital to the Lender under this Agreement or the other Credit Documents for which no payment date is expressly set forth herein or therein shall be payable ten (10) days after written demand by the Lender to the Hospital. The Lender may, at its option, send written notice or demand to the Hospital of amounts payable on a specified due date pursuant to this Agreement or the other Credit Documents, but the failure to send such notice shall not affect or excuse the Hospital's obligation to make payment of the amounts due on the specified due date.

(c) Payments that are due on a day that is not a Business Day shall be payable on the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time at the specified rate.

(d) Except as otherwise required by law, payments received by the Lender shall be applied first to expenses, fees and charges, then to interest and finally to principal.

SECTION 2.8 Auto Debit Provision

The Hospital hereby authorizes the Lender to initiate entries to its checking or savings account held with the Lender for the purpose of making the payments due hereunder (the “Payment Account”). The Hospital further authorizes the Lender to withdraw these payments from the Payment Account. As of the Closing Date, the Payment Account is account number # 3903977005 established at the Lender. The Hospital acknowledges that this authorization may be revoked or the Payment Account may be changed to another account at the Lender at any time by providing written notice thereof to the Lender in such time and manner as to afford the Lender a reasonable opportunity to act thereupon.

SECTION 2.9 Participations

The Hospital understands that the Lender may, in accordance with this Agreement and applicable law (including federal and state securities laws), from time to time enter into a participation agreement or agreements with one or more persons (the “Participants”), pursuant to which the Participants shall be given participations in the Note owned by the Lender and that the Participants may from time to time similarly grant to one or more other persons (also included in the term Participants) subparticipations in the Note owned by the Lender, provided that no participation shall increase any liability or expense of the Hospital. The Hospital’s obligation hereunder shall remain solely and directly with the Lender and the Hospital shall be entitled to deal exclusively with the Lender. The Lender may divulge to any Participant all information, reports, financial statements, certificates and documents obtained by it from the Hospital or any other person under any provision of this Agreement or otherwise. The Lender shall give written notice to the Hospital of any participation agreements entered into with Participants within thirty (30) days after such participation agreement has been entered into.

SECTION 2.10 Obligations of the Hospital Absolute

Except as expressly provided in Section 2.10 of this Agreement, the Line of Credit Obligations shall not be impaired, modified, released or limited by any occurrence or condition whatsoever, including without limitation (a) the release of any guarantor or any compromise, settlement, release, waiver, renewal, extension, indulgence or modification of or change in any of the obligations and liabilities of the Hospital contained in the Note or the other Credit Documents, (b) any impairment, modification, release or limitation of the liability of the Hospital or its estate in bankruptcy, or any other security for the Note or the Credit Documents or any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Code, or other statute or from the decision of any court, (c) the assertion or exercise by the Lender or its successors or assigns, of any rights or remedies under any of the Note or the Credit Documents or its delay in or failure to assert or exercise any such rights or remedies, (d) any lack of validity or enforceability of the Note or the Credit Documents or any other agreement or instrument relating thereto; (e) any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations, or any other amendment or waiver of or any consent to departure from the Note or the Credit Documents; (f) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any guaranty; or (g) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Hospital except, subject to the following sentence of this paragraph, final and irrevocable payment in full of all Line of Credit Obligations. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the obligations of the Hospital is rescinded or is otherwise returned by the Lender upon the insolvency, bankruptcy or reorganization of the Hospital, or otherwise, all as though such payment had not been made.

SECTION 2.11 Security for Note

(a) The Note shall be secured by the Series 8 Note, which will be duly issued as a [Related Debt Obligation] issued under the Master Indenture, and shall be secured by a lien on the trust estate created under the Master Indenture on a parity with all Obligations at any time outstanding under the Master Trust Indenture.

(b) The Lender, as owner of the Series 8 Note, shall have all rights and remedies of the holder of an Obligation issued and secured under the Master Indenture.

ARTICLE 3

CONDITIONS TO LOAN

SECTION 3.1 Deliverables for Making of Loan and Initial Advance.

(a) On the Closing Date, and as a condition to the availability of any Credit hereunder and, without limiting the foregoing, the funding of the initial Advance under the Loan, the Hospital shall:

(1) execute and deliver this Agreement, the Note, and all other Credit Documents;

(2) Obtain and provide to the Lender, in form and content satisfactory to the Lender (i) such legal opinions, certificates, proceedings, instruments and other documents as the Lender or its counsel may reasonably request to evidence (A) compliance by the Hospital and all other parties to the Credit Documents with legal requirements, (B) the truth and accuracy as of the Closing Date of the respective representations thereof contained in the Credit Documents, and (C) the due performance or satisfaction by such parties at or prior to the Closing Date of all agreements then required to be performed and all conditions then required to be satisfied by them pursuant to the Credit Documents, and (ii) such additional supporting documents as the Lender or its counsel may reasonably request.

SECTION 3.2 Automatic Representations and Warranties.

The making of any request for an Advance shall constitute an automatic representation and warranty by the Hospital that (a) the representations and warranties contained in Article 4 are true and correct on and as of the date of such Advance, except to the extent that they expressly relate to an earlier date, (b) no Event of Default, nor any event that upon notice or lapse of time or both would constitute an Event of Default, exists on and as of the date of such Advance, and (c) the Hospital is in compliance with all the terms and provisions set forth in this Agreement on its part to be observed or performed, and no Event of Default, nor any event that upon notice or lapse of time or both would constitute an Event of Default, exists.

SECTION 3.3 Required Information.

On and as of the Closing Date and any later date on which Credit is to be extended hereunder, the Lender must have received all financial statements, reports and other items required as of that date under this Article 3 and Article 4 of this Agreement.

SECTION 3.4 Use of Proceeds.

The Hospital will use the proceeds of the Line of Credit (a) for general corporate purposes, (b) to refinance simultaneously with the closing of this Agreement certain existing Indebtedness of the Hospital incurred for working capital or general corporate purposes, and/or (c) to pay transaction fees, costs and expenses related to the Line of Credit established pursuant to this Agreement and the other Credit Documents, in each case not in contravention of Applicable Laws or of any Credit Document. No portion of the proceeds of an Advance under the Line of Credit shall be used (i) to refinance any commercial paper, or (ii) in any manner that causes or might cause such Advance or the application of such proceeds to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System as in effect from time to time or any other regulation thereof or to violate the Exchange Act.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

SECTION 4.1 Representations and Warranties of the Hospital

The Hospital for itself and on behalf of each member of the Obligated Group represents and warrants as follows (which representations and warranties shall survive the Lender's acceptance of the Note); provided, however, that it is understood that, as of the date of this Agreement and until such time as one or more other members join the Obligated Group, the Hospital is the sole member of the Obligated Group and all references in this Article IV to the Obligated Group and its members shall, as applicable, (i) be deemed to refer to the Hospital, as the sole member of the Obligated Group, or (ii) shall have no effect:

(a) Organization, etc. The Hospital has been duly organized and is validly existing as a public agency under the Act and has the corporate power to own its properties, to carry on its business as now being conducted, and to execute and deliver and perform all of its obligations under this Agreement and the Credit Documents to which it is a party. Each other member of the Obligated Group is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina, and has the corporate power to own its properties, to carry on its business as now being conducted, and to execute and deliver and perform all of its obligations under this Agreement and the Credit Documents to which it is a party. Each member of the Obligated Group does business only in South Carolina. Each member of the Obligated Group other than the Hospital (i) is an organization described in Section 501(c)(3) of the Code, (ii) has received a letter or other notification from the Internal Revenue Service to that effect, which letter or other notification has not been modified, limited or revoked; (iii) is in compliance with all terms, conditions and limitations, if any, contained in such letter or other notification; (iv) has determined that the facts and circumstances which form the basis of such letter or other notification as represented to the Internal Revenue Service continue to exist; and (v) is exempt from federal income taxes under Section 501(a) of the Code under existing statutes and decisions.

(b) Power and Authority. Each member of the Obligated Group is duly authorized under all applicable provisions of law to execute and deliver this Agreement and to execute, deliver and perform the Credit Documents to which it is a party, and all corporate action required for the lawful execution, delivery and performance thereof has been duly taken; and this Agreement and each of the Credit Documents to which it is a party, upon the due execution and delivery thereof, will be the valid and enforceable instrument, obligation or agreement of the Hospital or such other member of the Obligated Group, as applicable, in accordance with its respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting generally the enforcement of creditor's rights and by such principles of equity as may generally affect the availability of equitable remedies. Neither the execution of this Agreement nor the Credit Documents to which it is a party, nor the fulfillment of or compliance with their provisions and terms, will constitute a violation of or

default under, or conflict with or result in a breach of, the terms, conditions or provisions of any agreement or instrument to which it is now a party or its articles of incorporation or bylaws or any law, regulation, writ or decree applicable to the Hospital or any other member of the Obligated Group the effect of which has a Material Adverse Effect.

(c) Financial Condition. The consolidated and consolidating annual financial statements for the Hospital as of September 30, 2019, certified by the Hospital's certified public accountants, copies of all of which have been furnished to the Lender, present fairly and accurately in all material respects, the financial condition of the Hospital as at the date of said balance sheet and the results of its operations for said period. The unaudited quarterly management prepared balance sheets and income statements of the Hospital for quarter ended December 31, 2019, present fairly and accurately in all material respects, subject to normal recurring year-end adjustments, the financial condition of the Hospital as at each such quarter end and the results of its operations for such period. The Hospital has no direct or contingent liabilities as of the date of this Agreement of a nature required by GAAP to be reflected or provided for in audited financial statements which are not provided for or reflected in such audited financial statements or referred to in notes thereto, except for liabilities incurred since the date of such financial statements in the ordinary course of business and the potential effects of COVID-19. All such audited financial statements have been prepared in accordance with GAAP applied on a Consistent Basis maintained throughout the period involved. Since December 31, 2019, there has been no Material Adverse Change and since said date the Hospital has not been adversely affected in any substantial way as the result of any fire, explosion, earthquake, accident, strike, lockout, flood, embargo, riot, activities of armed forces, war or acts of God or the enemy, or by cancellation or loss of any major contract, the effect of which could reasonably be expected to have a Material Adverse Effect, other than the potential impact of COVID-19.

(d) Litigation. There are no pending or, to the Hospital's knowledge, threatened actions or proceedings before any court, arbitrator or governmental or administrative body or agency which may reasonably be expected to have a Material Adverse Effect, or in any way adversely affect or call into question the power or authority of the Hospital or any other member of the Obligated Group to enter into or perform this Agreement or any of the Credit Documents to which it is a party.

(e) Taxes. Each member of the Obligated Group has filed all federal, state and/or local tax returns required to be filed by it, such filings are accurate in all respects and all taxes shown thereon have been paid, and the charges, accruals, and reserves on its books in respect of taxes or other governmental charges are adequate, except for any failure to file, inaccuracy, nonpayment, or inadequate charge, accrual or reserve which could not reasonably be expected to have a Material Adverse Effect. No controversy in respect of additional or unrelated business income taxes, state, federal or foreign, of the Hospital or any other member of the Obligated Group is pending, or, to its knowledge, threatened.

(f) Material Contracts. Each member of the Obligated Group is a party to certain contracts or agreements (together, "Material Contracts"), which if terminated, would have a Material Adverse Effect. The Material Contracts are in full force and effect as of the Closing Date and, after giving effect to the consummation of the transactions contemplated by the Credit Documents, will be in full force and effect in accordance with their respective terms.

(g) Trademarks, Franchises and Licenses. Each member of the Obligated Group owns, possesses, or has the right to use all patents, licenses, franchises, trademarks, trademark rights, trade names, trade name rights and copyrights necessary to conduct its business as now conducted (except where not having the right to use could not reasonably be expected to have a Material Adverse Effect), without known conflict with any patent, license, franchise, trademark, trade name, or copyright of any other Person, except to the extent any such conflict would not reasonably be expected to have a Material Adverse Effect.

(h) No Default. No member of the Obligated Group is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in the Master Indenture or any agreement or instrument to which it is a party relating to any Indebtedness, the effect of which default may impair the ability of the Hospital or any member of the Obligated Group to repay its obligations under this Agreement.

(i) Governmental Authority. Other than previously obtained, no written approval of any foreign, federal, state or local governmental authorities is necessary to enter into and to carry out the terms of the Note, this Agreement and the other Credit Documents, and, no consents or approvals are required in connection with the making or performance of this Agreement or the Credit Documents. Each member of the Obligated Group has received the written approval or permits from all federal, state and local governmental authorities materially necessary to conduct its operations as presently conducted, except where the failure to receive could not reasonably be expected to have a Material Adverse Effect.

(j) ERISA Requirements. No member of the Obligated Group failed to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA with respect to any Plan, or incurred any material liability to the PBGC established under ERISA (or any successor thereto under ERISA) in connection with any Plan established or maintained by such member of the Obligated Group and no Reportable Event described in Section 4043 of ERISA and the regulations issued thereunder (other than a Reportable Event not subject to the provision for 30-day notice to the PBGC under such regulations) has occurred or is occurring.

(k) No Untrue Statements. Neither this Agreement nor any other agreements, reports, schedules, certificates or instruments heretofore or simultaneously with the execution of this Agreement delivered to the Lender by or on behalf of the Hospital or any Affiliate and material to the Lender's review of the Hospital's operations or financial condition (taking into account any information received or uncovered which corrects earlier misstatements or omissions and without regard to misstatements or omissions that are obviously incorrect) contains any material misrepresentation or untrue statement of a material fact or omits to state any material fact necessary to make any of such agreements, in the light of the circumstances under which they were made or delivered, not materially misleading.

(l) Hazardous Materials. (i) To the best of the Hospital's knowledge, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Materials by any person on, under, about or from the real property owned or operated by the Hospital (collectively, the "Property") which (A) does not comply in all respects with all federal, state and local laws and regulations governing the operation of a hospital or related business and would reasonably be expected to have a Material Adverse Effect or (B) which noncompliance has not been cured. The Hospital has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by the Lender in writing: (i) any breach or violation of any Environmental Laws in any respect which would reasonably be expected to have a Material Adverse Effect and which has not been cured, (ii) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Materials on, under, about or from the Property by any prior owners or occupants of the Property which does not comply in all respects with all federal, state and local laws and regulations governing the operation of an hospital or related business which has not been cured and which would reasonably be expected to have a Material Adverse Effect, or (iii) any actual or threatened litigation or claims of any kind by any person relating to such matters which has not been resolved.

(m) Environmental Compliance. (i) Each member of the Obligated Group is in compliance with all current Environmental Laws, except where non-compliance could not reasonably be expected to have a Material Adverse Effect, and there is not now pending, or, to the Hospital's knowledge, threatened, any action, suit, investigation or proceeding against it or any of the Property seeking to

enforce any right or remedy under any of the Environmental Laws; and (ii) to the Hospital's knowledge, neither the Hospital nor any of the Property has ever been subject to or regulated by any judicial or administrative order, judgment, decree or injunction as the result of violations or asserted violations of any of the Environmental Laws.

(n) Compliance with Laws. Each member of the Obligated Group is in compliance with all laws, rules, regulations and orders of any governmental or regulatory authority applicable to any of its properties, assets and operations, where such failure to comply could reasonably be expected to have a Material Adverse Effect.

(o) Governmental Regulation. Neither the Hospital nor any of its Affiliates is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying and Margin Stock.

(p) Investment Company. No member of the Obligated Group is an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

(q) Anti-Terrorism Laws. Neither the Hospital nor any of its Affiliates is in violation of any Laws relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Patriot Act;

(1) Neither the Hospital nor any of its Affiliates is any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or Controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(v) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.

(2) Neither the Hospital nor any of its Affiliates (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in Subsection 4.1(r)(1)(ii) above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(r) Condemnation. There are no proceedings pending, or, to the best of the Hospital's knowledge, threatened, to exercise any power of condemnation or eminent domain with respect to the Property or the facilities to be financed with the proceeds of the Note.

(s) Regulatory Authority. Each member of the Obligated Group is duly authorized and licensed to operate its hospital and other facilities under the laws, rulings, regulations and ordinances of the State of South Carolina and the departments, agencies and political subdivisions thereof (including without limitation DHEC), except where the failure to be so licensed could not reasonably be expected to have a Material Adverse Effect.

(t) Accreditation. The Obligated Group's hospital facilities are, as of the Closing Date, accredited by The Joint Commission, and each member of the Obligated Group is qualified as a provider under the Medicaid and Medicare programs.

(u) No Advice from Lender. The Hospital has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the execution and delivery of the Note, the Series 8 Note from its financial, legal and other advisors, and the Hospital has not sought, received or relied upon any such financial, legal, tax, accounting or other advice from Lender or any of Lender's Affiliates.

(v) Liens. The Credit Documents will create valid security interests in the Gross Receipts (as such term is defined in the Master Indenture), in each case enforceable against the Obligated Group and securing the payment of all obligations of the Hospital and the Obligated Group under the Series 8 Note.

(w) COVID-19. The Hospital has actively monitored the impacts of COVID-19 on its financial and operating performance and has exercised its reasonable business judgment to address or mitigate those impacts to the extent lawful and feasible.

ARTICLE 5

COVENANTS OF THE HOSPITAL

SECTION 5.1 Affirmative Covenants

The Hospital covenants that from the date hereof until termination of this Agreement in accordance with Section 7.17, unless the Lender otherwise consents in writing, the Hospital will and will cause each other member of the Obligated Group to:

(a) Compliance with Laws, etc. Comply with the requirements of all applicable laws, rules, regulations and orders of any governmental or regulatory authority, non-compliance with which could reasonably be expected to have a Material Adverse Effect. The Hospital will cause its Property to continue to be "Hospital Facilities" as described under the Act.

(b) Performance and Compliance with Other Covenants. Perform and comply for the benefit of the Lender with each of the covenants, as in effect on the Closing Date of the Master Indenture and the other Credit Documents to which the Hospital or any member of the Obligated Group is a party or bound. So long as the Note is outstanding, the Hospital for itself and on behalf of each other member of the Obligated Group covenants and agrees that each member of the Obligated Group will be bound by and duly and fully perform for the benefit of the Lender all of the covenants contained in the Master Indenture (including any definitions that appear elsewhere in the Master Indenture) as such exist on the Closing Date and as such covenants are amended from time to time, including any covenants for the benefit of any

other Person such as a bond insurer. Said covenants are a part of this Agreement as if set forth directly herein. The Hospital has delivered to the Lender a complete copy of the Master Indenture. Each reference in this Agreement to the Master Indenture shall be deemed to refer to the provisions of the Master Indenture as and in the form delivered to the Lender. The provisions of the Master Indenture that are incorporated herein shall for purposes of this Agreement, solely with respect to the Lender to the extent it has not waived or agreed to any termination, modification or amendment, be deemed to continue in effect so long as the Note is outstanding irrespective of any termination, modification or amendment of, or any consent or waiver relating to, any of the provisions of the Master Indenture; *provided, however*, any covenants contained in any supplement to the Master Indenture will no longer be incorporated herein once the related Note (as defined in the Master Indenture) is no longer outstanding under the Master Indenture. No terminations, modifications, waivers or amendments to any of the provisions of the Master Indenture incorporated herein shall be effective to terminate, modify, waive or amend such provisions as so incorporated herein unless expressly consented to in writing by the Lender accompanied by an acknowledgement that such termination, modification, waiver or amendment shall be applicable to this Agreement.

(c) Further Assurances. Upon request of the Lender, duly execute and deliver or cause to be duly executed and delivered to the Lender such further instruments and do and cause to be done such further acts that may be reasonably necessary or proper in the opinion of the Lender to carry out more effectively the provisions and purposes of this Agreement and the Credit Documents.

(d) Reporting Requirements. Furnish to the Lender the following:

(1) as soon as possible and in any event within 15 days after the occurrence of each Event of Default, or each event which (i) with the giving of notice or lapse of time, or both, would constitute an Event of Default continuing on the date of such statement and (ii) has a Material Adverse Effect, a statement of an executive officer of the Hospital setting forth details of such Event of Default or event and the action which the Hospital proposes to take with respect thereto;

(2) Annual financial information as follows:

(i) as soon as available and in any event not later than February 28 of each calendar year, the Draft Annual Financial Statements of the Obligated Group for the Fiscal Year ended September 30 of the immediately preceding calendar year; and

(ii) as soon as available and in any event not later than 30 days after Hospital's receipt of the applicable SC Pension Report, a copy of the Audited Financial Statements of the Obligated Group for the Fiscal Year ended September 30 of the immediately preceding calendar year; and

(iii) concurrently with each delivery of Draft Annual Financial Statements or Audited Financial Statements, a certificate (substantially in the form of Schedule 5.1(d) hereto) of the chief executive officer or chief financial officer of the Hospital to the Lender:

(A) stating that, to the best knowledge of such Person, the Hospital has performed and observed each and every agreement, covenant and obligation contained in this Agreement;

(B) stating that, to the best knowledge of such Person, no Event of Default or an event which, with notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing, or if an Event of Default or such an event has occurred and is continuing, a statement as to the nature thereof and the action which the Hospital proposes to take with respect thereto; and

(C) showing calculations indicating compliance with the financial covenants set forth in Section 5.1(g) herein;

If and to the extent that the Hospital does not expect to deliver Audited Financial Statements by the time specified in this subsection (iii), the Hospital shall, not less than ten (10) Business Days prior to the applicable delivery deadline, provide written notice to the Lender indicating that such delivery will not occur when due and specifying the date on which the Hospital expects to complete such delivery. This paragraph constitutes a notice requirement, the breach of which shall constitute an Event of Default, and nothing in this paragraph shall be construed to constitute a waiver of any right or remedy available to the Lender for the failure of the Hospital to deliver Audited Financial Statements when due. Any extension of time for delivery of Audited Financial Statements must be requested separately by the Hospital and may be granted, denied or conditioned in Lender's sole discretion.

(3) as soon as available and in any event within 45 days after the end of each fiscal quarter of the Hospital a quarterly management-prepared consolidated and consolidating balance sheet and income statement for the Hospital as at the end of such period, and related statement of activities for such quarterly period, and for the period from the beginning of the current fiscal year to the end of such quarterly period thereto setting forth in comparative form figures for the corresponding period in the preceding full year, all in reasonable detail and certified by the president or chief financial officer of the Hospital as having been prepared in a manner reasonably acceptable to the Lender and as providing a fair presentation of the financial condition of such entities;

(4) as soon as available, and in any event within 45 days after it has been approved by the governing body(ies) of the Hospital, an annual operating and capital budget of the Hospital for each Fiscal Year;

(5) within 45 days after the end of each fiscal quarter, and as otherwise requested by the Lender, a report containing the status and any updates relating to the Hospital's revenue cycle management, including but not limited to benchmarking and trend analysis;

(6) promptly upon any change of the Hospital's independent public accountants, notification thereof and such further information as the Lender may reasonably request concerning the resignation, refusal to stand for reappointment after completion of the current audit or dismissal of such accountants;

(7) promptly upon becoming aware thereof, written notice of the commencement or existence of any proceeding against the Hospital by or before any court or governmental agency that might, in the reasonable judgment of the Hospital, result in a Material Adverse Effect and, if requested by the Lender upon the Lender's determination

that such proceeding could result in a Material Adverse Effect (for purposes of this determination by the Lender only, the Lender shall not consider or give effect to subclause (i) of the definition of “Material Adverse Effect”), establish and maintain reasonable reserves with respect thereto acceptable to the Lender;

(8) promptly upon becoming aware thereof, notice of any Plan Termination Event or any event or action which would result in the Hospital’s complete withdrawal, partial withdrawal or secondary liability for withdrawal liability payments with respect to a Multiemployer Plan, together with a statement of the chief executive officer or chief financial officer of the Hospital describing the event or the action taken and the reasons therefor; and

(9) such other information respecting the business, properties, condition or operations, financial or otherwise, of the Hospital’s as the Lender may from time to time reasonably request.

(e) Inspection Rights. At any reasonable time and from time to time during usual business hours and upon giving reasonable advance notice, but subject to applicable privacy laws and similar restrictions, permit the Lender or any agents or consulting engineers or representatives thereof, to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, the Hospital or any member of the Obligated Group and discuss the affairs, finances and accounts of the Hospital or any member of the Obligated Group with any of its officers.

(f) Environmental Compliance and Indemnity.

(1) Except as consented to by the Lender in writing, neither the Hospital nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release, or permit by any tenant, contractor, agent or other authorized user of the Property the use, generation, manufacture, storage, treatment, disposal or release of, any Hazardous Materials on, under, about or from the Property which does not comply in all respects with all federal, state and local laws and regulations governing the operation of a hospital or related business, except where such noncompliance could not reasonably be expected to have a Material Adverse Effect.

(2) Indemnify the Lender and hold the Lender harmless from and against any and all losses, liabilities, judgments, damages, penalties, fines, liens, suits, injuries, costs (including cleanup costs), expenses (including attorneys’, consultants’ or experts’ fees and expenses) and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against the Lender for, with respect to, or as a direct or indirect result of (A) claims related to any property owned by a member of the Obligated Group asserted or arising under any Environmental Laws, or (B) any representation or warranty by the Hospital contained in Sections 4.1(p) or (q) herein being false or untrue in any material respect;

(g) Financial Covenants.

(1) Long-Term Debt Service Coverage Ratio. The Obligated Group shall maintain a Debt Service Coverage Ratio of at least 1.10 to 1.00, measured annually at the end of each fiscal year of the Hospital.

(2) Cash to Indebtedness. The Obligated Group shall maintain a ratio of Unrestricted Cash and Investments to Indebtedness of not less than 1.0:1.0, measured semi-annually on (1) March 31 of each year, commencing March 31, 2018, based on the management-prepared quarterly financial statements provided for the fiscal quarter ending on such date in

accordance with Section 5.01(d)(3), and (2) September 30 of each year, commencing September 30, 2018, based upon the audited financial statements delivered such fiscal year ending on such date in accordance with Section 5.01(d)(2) of the Credit Agreement.

(3) Additional Indebtedness. Notwithstanding any provision in the Master Indenture to contrary, the Obligated Group will not, without the Lender's prior written consent, incur additional Indebtedness, secured or unsecured, after the Closing Date unless and until this Agreement is terminated in accordance with Section 6.17 hereof.

For the avoidance of doubt, Hospital and Lender agree that compliance with the financial covenants set forth in this Section 5.1(g) that are "measured annually at the end of each fiscal year" shall be determined based on Audited Financial Statements; provided, however, that (1) if the Audited Financial Statements for any fiscal year are not delivered by May 15 of the next calendar year, the Lender may determine compliance with such financial covenants based on the Draft Annual Financial Statements for such fiscal year for all purposes of this Agreement, including the declaration of an Event of Default, and (2) if Audited Financial Statements for any fiscal year are delivered after May 15 of the next calendar and demonstrate non-compliance with such financial covenants, the Lender may determine compliance with such financial covenants based on such Audited Financial Statements, including the declaration of an Event of Default, regardless of the content of any Draft Annual Financial Statements previously delivered for such fiscal year.

(h) Tax-Exempt Status. Except with respect to the Hospital, take all appropriate measures to maintain its status as an organization described in Section 501(c)(3) of the Code and its exemption from federal income tax under the Code, and take all appropriate measures to maintain its tax-exempt status under the State of South Carolina income tax laws and the regulations thereunder.

(i) Medicare. Each member of the Obligated Group shall maintain its status as a provider of health care services eligible for reimbursement under the Medicare and Medicaid programs, including future federal reimbursement or repayment programs.

(j) COVID-19. The Hospital will actively monitor the impacts of COVID-19 on its financial and operating performance and will continue to exercise its reasonable business judgment to address or mitigate those impacts to the extent lawful and feasible.

SECTION 5.2 Negative Covenants

The Hospital covenants that from the date hereof until termination of this Agreement in accordance with Section 7.17, unless the Lender otherwise consents in writing, the Hospital will not nor will it permit any other member of the Obligated Group to:

(a) Amendment of Any Credit Document. Other than supplements to the Master Indenture in connection with the incurrence of additional Indebtedness or Rate Hedging Obligations permitted under the terms of this Agreement and the Credit Documents, enter into or consent to any amendment or modification of any Credit Document without the prior written consent of the Lender, which shall not unreasonably be withheld.

(b) Change in Business or Use of Property. Enter into any business which is materially different from and/or not connected with the delivery of health care, preventative care or general wellness services or any business supporting the delivery of such services to the Hospital, its Affiliates, any other member of the Obligated Group or other entities providing such services (*e.g.*, providing laundry services

or other support functions to other health care providers other than the Hospital or its Affiliates) or operate its Property in a manner other than as permitted under the Master Indenture.

SECTION 5.3 Master Indenture Covenants; Incorporation by Reference

(a) Without the prior written consent of the Lender to be given or withheld in its sole discretion with respect to the matters described in (a)(i)-(iii) below and not to be unreasonably withheld with respect to the matters described in (a)(iv) and (a)(v) below, (i) the Hospital shall at all times remain a member of Obligated Group; (ii) the Hospital shall at all times remain the Obligated Group Representative; (iii) the Hospital shall not withdraw from the Obligated Group or otherwise cease to be a member of the Obligated Group; (iv) no Person (other than the Hospital) shall become a member of the Obligated Group; and (v) to the extent that any Person in addition to the Hospital has become a member of the Obligated Group, no such Person shall withdraw from the Obligated Group. Any withdrawal from the Obligated Group permitted in accordance with the terms hereof shall not impair the joint and several nature of the obligations of the remaining members of Obligated Group.

(b) Without limiting the foregoing, and in supplementation thereof, the covenants described below, as in effect on the date of this Agreement (collectively, the “Incorporated Covenants”) are hereby incorporated into this Agreement by this reference with the same effect as if made separately by the Hospital in this Agreement in their entirety:

(i) All covenants set forth in Section 5.04 of the Master Indenture with respect to Additional Indebtedness.

(ii) All covenants set forth in Section 5.11 of the Master Indenture with respect to Permitted Liens, except that solely for purposes of this Agreement, Exhibit A to the Master Indenture regarding “Permitted Liens” is hereby amended to delete the reference to “December 1, 2011” and replace it with a reference to “November 14, 2014”.

(iii) All covenants set forth in Section 5.12 of the Master Indenture with respect to restrictions on encumbering revenues and other property.

(c) Capitalized terms used in this Section 5.3 and not otherwise defined herein and capitalized terms used within the Incorporated Covenants shall have the meanings given in the Master Indenture, as in effect on the date of this Agreement.

(d) With respect to the Incorporated Covenants, the Hospital hereby covenants and agrees that:

(i) The Incorporated Covenants shall be as binding on the Hospital, and enforceable by the Lender, as if set forth herein in their entirety;

(ii) No amendment or modification to, or supplement or deletion of, any of the Incorporated Covenants made in the Master Indenture, subsequent to the date of this Agreement, shall be effective for purposes of this Agreement unless the Lender shall have given its prior written consent thereto;

(iii) Unless the Lender shall otherwise consent in writing in advance, in the event the Master Indenture shall be refinanced or replaced by another financing agreement or the Master Indenture is terminated and not replaced, then the Incorporated Covenants shall remain in effect

for purposes of this Agreement as in effect immediately prior to the date of such replacement or termination; and

(iv) The Hospital covenants and agrees to, or to cause the Obligated Group to, duly and punctually comply with, observe and perform the Incorporated Covenants.

(e) Without limiting the foregoing, the Hospital agrees that the Lender may enforce all rights and obligations of a Noteholder under the Master Indenture with respect to the Series 8 Note, whether or not the Hospital is in default hereunder, subject to the rights of the Master Trustee under the Master Indenture upon the declaration of an Event of Default under the Master Indenture.

SECTION 5.4 Use of Proceeds Proceeds of the Line of Credit may be used for working capital and other lawful corporate purposes; provided, however, that no portion of the proceeds of the Line of Credit or any advance shall be used (i) to finance or refinance any commercial paper issued by Hospital, or (ii) in any manner that causes or might cause the Line of Credit or such advance or the application of such advance to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System as in effect from time to time or any other regulation thereof or to violate the federal Securities Exchange Act.

SECTION 5.5 Beneficial Ownership If Hospital is a Legal Entity Customer, Hospital shall provide Lender with all information, documentation, and certifications that Lender requests regarding beneficial owners of the Hospital pursuant to 31 C.F.R. § 1010.230. Hospital represents and warrants that the most recent of such information, documentation, and certifications submitted to Lender remains true and accurate. Further, Hospital represents and warrants that Hospital will notify Lender promptly, and in no event no later than the date of any extension of the Termination Date, if any, of any changes to any information, documentation, or certifications provided pursuant to the requirements of this paragraph.

SECTION 5.6 Existing Business

In consideration of the Lender's making the Line of Credit available to the Hospital pursuant to this Agreement, the Hospital will maintain its existing levels of operating business with Regions Bank, Regions Corporate Trust and their affiliates.

SECTION 5.7 Authorization to Obtain and Provide Tax Return Information

Hospital hereby expressly authorizes Lender, and its successors, assigns, affiliates, agents, service providers, and their respective successors or assigns (each, solely for purpose of this Section, an "Authorized Party"), to obtain and receive Hospital's tax return information at any time and from time to time, as Lender may, in its sole and absolute discretion, deem necessary or desirable for use in connection with the Line of Credit or any Loan Document or any aspect of any of Lender's business relationships with Hospital whatsoever (solely for purposes of this Section, a "Permissible Purpose"). Further, Hospital hereby expressly authorizes any Authorized Party to provide tax return information to any other person or entity for any Permissible Purpose at any time and from time to time. By example and not by way of limitation, a Permissible Purpose includes originating, maintaining, managing, monitoring, servicing, selling, collateralizing, obtaining insurance or a guaranty for or on, or securitizing a loan, line of credit, letter of credit reimbursement obligation, or any other obligation whatsoever.

ARTICLE 6

EVENTS OF DEFAULT

SECTION 6.1 Events of Default

Each of the following shall constitute an Event of Default by the Hospital under this Agreement:

- (a) If the Hospital or any other member of the Obligated Group shall fail to pay any amount payable under the Note, the Series 8 Note, this Agreement or under any of the Credit Documents, on the date when due; or
- (b) If the Hospital or any other member of the Obligated Group defaults (after the expiration of any applicable grace or cure periods) (i) in the payment of principal of, by acceleration or otherwise, or interest on any (x) Notes (as defined in the Master Indenture), or (y) other Indebtedness outstanding in a

principal amount in excess the greater of \$1,000,000 or one percent of the Operating Revenues of the Obligated Group as of the end of the most recent fiscal year for which Draft Financial Statements or Audited Financial Statements of the Obligated Group are available, or (z) other indebtedness owing to the Lender or any of its affiliates, in any of these cases, whether such Indebtedness now exists or shall hereafter be created, or (ii) in the performance of any other term or condition contained in any agreement under which any such obligation is created, and which default exists after the provision of any required notice or the expiration of any applicable cure or grace period, if as a result of such default, the holder or holders of such obligation (or a trustee on behalf of such holder or holders) causes such obligation to become due prior to its stated maturity; or

(c) If an Event of Default (as defined in any agreement described further below in this subsection (c)) and the expiration of any applicable cure or grace period or the making of any notice required to be delivered upon a default under the relevant document shall occur under any agreement related to Indebtedness outstanding (i) in a principal amount in excess of the greater of \$1,000,000 or one percent of the Operating Revenues of the Obligated Group as of the end of the most recent fiscal year for which Draft Financial Statements or Audited Financial Statements of the Obligated Group are available, any other member of the Obligated Group and any party other than the Lender or any of its affiliates or (ii) in any amount between the Hospital, any other member of the Obligated Group and the Lender or any of its affiliates; or

(d) If any representation or warranty made by the Hospital or any member of the Obligated Group herein, in any of the Credit Documents or in any writing furnished by or on behalf of the Hospital in connection with the execution or delivery of the Note and material to the Lender's review of the Hospital's operations or financial condition (taking into account any information received or uncovered which corrects earlier misstatements or omissions and without regard to misstatements or omissions that are obviously incorrect), shall be false or misleading in any material respect on the date as of which made; provided, however, that no Event of Default shall occur under this Section 6.1(d), if any such representation or warranty is not of a material nature and is not false or misleading in any material respect within 15 days following the earlier of (i) the date the Hospital becomes aware of the facts giving rise to such representation or warranty being false or misleading, or (ii) the date the Lender provides written notice to the Hospital that such representation or warranty is false or misleading; or

(e) If the Hospital or any member of the Obligated Group defaults in the performance or observance of any agreement or covenant contained in Section 5.1(b) (which default exists after the provision of any required notices or the passing of any applicable cure period specified in the Master Indenture), Section 5.1(d) (and such default shall not have been remedied within 2 days after written notice has been provided to the Hospital by the Lender), Section 5.1(e), Section 5.1(f) (and such default shall not have been remedied within three (3) Business Days after written notice has been provided to the Hospital by the Lender) or Section 5.1(g), Section 5.2 or Section 5.3 of this Agreement; or

(f) If the Hospital or any member of the Obligated Group defaults in the performance or observance of any other agreement, covenant, term or condition binding on it contained herein (other than those referred to in Subsections 6.1 (a) through (e) above) and such default shall not have been remedied within 30 days after written notice thereof shall have been received by the Hospital from the Lender; or

(g) If there shall occur any "Event of Default" as specified in the other Credit Documents and the expiration of any applicable cure or grace period or the making of any notice required to be delivered upon a default under the relevant document; or

(h) Liquidation or dissolution of the Hospital, or any other member of the Obligated Group, or suspension of the business of the Hospital, or any other member of the Obligated Group, or filing by

the Hospital, or any other member of the Obligated Group, of a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under the Bankruptcy Code, or any other action of the Hospital, or any other member of the Obligated Group, indicating its consent to, approval of, or acquiescence in any petition or proceedings; the application by the Hospital, or any other member of the Obligated Group, for, or the appointment by consent or acquiescence of, a receiver, a trustee or a custodian of the Hospital, or any other member of the Obligated Group, or an assignment for the benefit of creditors, the inability of the Hospital, or any other member of the Obligated Group, or the admission by the Hospital, or any other member of the Obligated Group, in writing of its inability to pay its debts as they mature; or

(i) Filing of an involuntary petition against the Hospital, or any other member of the Obligated Group, in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under the Bankruptcy Code, or the involuntary appointment of a receiver, a trustee or a custodian of the Hospital, or any other member of the Obligated Group, for all or a substantial part of its property; the issuance of a warrant of attachment, execution or similar process against any substantial part of the property of the Hospital, or any other member of the Obligated Group, and the continuance of any of the events referred to in this Subsection 6.1 (i) for 60 days undismitted or undischarged; or

(j) If a judgment, which with other outstanding judgments against the Hospital, or any other member of the Obligated Group, is equal to or exceeds the greater of \$1,000,000 or one percent of the Operating Revenues of the Obligated Group as of the end of the most recent fiscal year for which Draft Financial Statements or Audited Financial Statements of the Obligated Group are available, shall be rendered against the Hospital or any other member of the Obligated Group, and enforcement proceedings shall have been commenced by any creditor upon any such judgment, unless such enforcement proceedings are stayed or bonded off to the reasonable satisfaction of the Lender; or

(k) The Note for any reason shall be determined to be invalid by any court or governmental authority with jurisdiction to rule on the validity or any Credit Document or shall, for any reason, cease to be in full force and effect, all as determined by the Lender based upon an opinion of counsel to the Lender; or

(l) A Plan Termination Event occurs with respect to a Plan which has resulted or is reasonably likely to result in liability of the Hospital or any member of the Obligated Group under Title IV of ERISA to the Plan or the PBGC in an aggregate amount in excess of the greater of the greater of \$1,000,000 or one percent of the Operating Revenues of the Obligated Group as of the end of the most recent fiscal year for which Draft Financial Statements or Audited Financial Statements of the Obligated Group are available.

(l) The existence of an Event of Default, as defined therein, under the Master Indenture.

SECTION 6.2 Rights Upon an Event of Default

Upon the occurrence of an Event of Default, and at any time thereafter unless and until such Event of Default has been waived by the Lender or cured to the satisfaction of the Lender, the Lender shall be entitled to take any of the following actions without prejudice to the rights of the Lender to enforce its claims against the Hospital, except as otherwise specifically provided for herein:

(a) Acceleration of Obligations. The Note, at the option of the Lender by written notice of such election delivered by the Lender to the Hospital, and any and all other indebtedness or obligations of any and every kind owing by the Hospital or any member of the Obligated Group to the Lender under (i) this Agreement and the Credit Documents or (ii) the documents relating to the Note, shall immediately

become due and payable by the Hospital without presentation, demand, protest or notice of any kind (except as hereinafter expressly provided), all of which are hereby expressly waived, and the Hospital will pay the reasonable attorneys' fees incurred by the Lender in connection with such Event of Default or recourse against any collateral held by or for the benefit of the Lender as security such indebtedness or obligations;

(b) Enforcement of Rights. Enforce any and all rights and interests created and existing hereunder or under any of the other Credit Documents and all rights of set-off; or

(c) Proceed Against Hospital. Proceed directly against the Hospital, and the Lender shall have no obligation to proceed against or exhaust any other remedy or remedies which it may have without resorting to any other security or guaranty, whether held by or available to the Lender.

Notwithstanding the foregoing, if an Event of Default under Sections 6.1(h) or (i) shall occur, then the Note and all other Line of Credit Obligations shall immediately become due and payable without the giving of any notice or other action by the Lender.

Without limiting the foregoing, during the existence of an Event of Default, or of any event or condition that with notice or the lapse of time would become an Event of Default, Lender may in its sole discretion suspend the making of Advances unless and until such Event of Default, event or condition has been addressed to Lender's sole satisfaction.

SECTION 6.3 No Remedy Exclusive

No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, under the Master Indenture or the other Credit Documents, or now or hereafter existing at law or in equity or by statute.

SECTION 6.4 Anti-Marshalling Provisions

The right is hereby given by the Hospital to the Lender to make releases (whether in whole or in part) of all or any part of the Lender's security without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors, which releases shall not impair in any manner the validity of or priority of the liens and security interest in the remaining collateral conferred under such documents, nor release the Hospital from liability for the obligations hereby secured. Notwithstanding the existence of any other security interest in the collateral held by or for the benefit of the Lender, the Lender shall have the right to determine the order in which any or all of the collateral shall be subjected to the remedies provided herein. The Hospital hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein or therein.

ARTICLE 7

MISCELLANEOUS

SECTION 7.1 Amendments, Etc.

No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Hospital therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7.2 Notices, Etc.

All notices and other communications provided for hereunder shall be in writing (including required copies) and sent by receipted hand delivery (including Federal Express or other receipted courier service), facsimile or regular mail, at the following address for the following parties:

Hospital:	Beaufort Memorial Hospital 955 Ribaut Road Beaufort, South Carolina 29902 Attention: Chief Financial Officer Telephone: 843-522-5142 Facsimile: 843-522-5975
Lender:	Regions Bank 100 North Tampa Street, Suite 3100 Tampa, Florida 33602 Attention: Amber Crosby Telephone: 813-226-1245 Facsimile: 813-226-1250

or, as to each party, at such other address as shall be designated by such party in a written notice to other party. All such notices and communications shall, when hand delivered, be effective upon delivery, when faxed, be effective when confirmation of receipt is received, respectively, and, when made by regular mail, shall not be effective until receipt.

SECTION 7.3 No Waiver

No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

SECTION 7.4 Indemnification

To the extent permitted by law, the Hospital hereby releases and shall indemnify and save harmless the Lender and its officers, members, directors, employees, attorneys and agents (the “Indemnified Parties”), from and against, and agrees that the Indemnified Parties shall not be liable for all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses (“Damages”) arising from any actions contemplated by this Agreement, including without limitation:

(a) any liability, cost, or expense in or directly or indirectly relating to the preparation, negotiation, existence, administration, performance, execution or enforcement of this Agreement or any other of the Credit Documents, or any other instrument or agreement related hereto or thereto or the rights or obligations imposed on an Indemnified Party hereby or thereby;

(b) any or all liability or loss, cost, or expense, including attorneys’ fees, resulting from or arising out of any loss or damage to property or any injury to or death of any person occurring on or about the Property or resulting from any defect in the fixtures, machinery, equipment, or other property located on the Property, or arising out of, pertaining to, or having any connection with, the Property, any facilities financed with proceeds of the Note, or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Hospital or any of its agents, contractors, servants, employees, licensees, lessees, or assignees);

(c) any or all liability or loss, cost, or expense of the Lender, including attorneys' fees, arising out of or in connection with, or pertaining to the execution and delivery of the Note, including, but not limited to, liabilities arising under the Securities Act of 1933, the Securities Exchange Act of 1934, the Code, or any applicable state securities laws, or fees, costs, expenses or other amounts expended in connection with any investigation or audit by the Securities and Exchange Commission, the Internal Revenue Service, or any similar federal or state commissions or regulatory bodies, other than any such liability, loss, cost or expense incurred by the Lender in connection with any resale of the Note, the cost of which shall be at the sole expense of the Lender;

(d) all amounts paid in settlement of any litigation commenced or threatened against any Indemnified Party if such settlement is effected with the written consent of the Hospital (such consent not to be unreasonably withheld);

(e) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Hospital, the Property or any Indemnified Party;

(f) any judgments, penalties, fines, damages, assessments, indemnities or contributions; and

(g) the reasonable fees of attorneys, auditors, and consultants,

provided, however, that the Hospital shall not be required to indemnify or release the Indemnified Party pursuant to this section for any claims, damages, losses, liabilities, costs or expenses to the extent caused by (i) an Indemnified Party's gross negligence, breach of this Agreement or any Credit Document or willful misconduct or (ii) relate to or arise out of any actions of an Indemnified Party outside the scope of the transaction contemplated by the executed and delivered of the Note.

If any action, suit or proceeding is brought against any Indemnified Party for any loss or damage for which the Hospital is required to provide indemnification under this section, such Indemnified Party shall promptly give notice in reasonable detail to the Hospital as promptly as practicable after becoming aware of facts and circumstances under which it expects to make a claim for indemnification hereunder from the Hospital; provided that the failure of the Indemnified Party to give such notice shall not relieve the Hospital of its obligations under this section except to the extent that the Hospital has been materially prejudiced thereby. The Hospital shall have the right, upon request and at its expense, to resist and defend such action, suit or proceeding, or cause the same to be resisted and defended, by counsel designated by the Hospital and approved by such Indemnified Party, which approval shall not be unreasonably withheld. The obligations of the Hospital under this section shall survive any termination of this Agreement. The Hospital shall have full power to litigate, compromise or settle the same in its sole discretion; provided that the Hospital may not settle without the consent of the Lender if such settlement would impose any pecuniary liability or obligatory duty on the Lender.

SECTION 7.5 Waiver of Set-off Rights

Anything in this Agreement to the contrary notwithstanding, in order that the deposit accounts of the Hospital or any member of the Obligated Group maintained with the Lender be and remain eligible for deposits without giving rise to a potential "Event of Default" under the terms and conditions of the Master Indenture, the Lender does hereby release and waive all rights of recoupment and set-off with respect to funds which are held in, or credited to, deposit accounts of the Hospital or any member of the Obligated Group maintained with the Lender.

SECTION 7.6 Capital and Liquidity Requirements

If the Lender determines that any Change in Law affecting the Lender or any lending office of the Lender or the Lender's holding company, if any, regarding capital or liquidity ratios or requirements has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of the Lender's holding company, if any, as a consequence of this Agreement, the Loan, or the commitments of the Lender hereunder to a level below that which the Lender or the Lender's holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's holding company with respect to capital adequacy), then from time to time the Hospital will pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender or the Lender's holding company for any such reduction suffered.

SECTION 7.7 Costs, Expenses and Taxes

The Hospital agrees to pay immediately when due all costs and expenses in connection with the preparation, execution, delivery, filing, recording, and enforcement of this Agreement and the Credit Documents and any other documents which may be delivered in connection with this Agreement and the Credit Documents or the transactions contemplated hereby or thereby, including, without limitation, the reasonable fees and out-of-pocket expenses of the Lender and of counsel and any agents or consultants for the Lender, with respect thereto and in connection with the preparation and enforcement of this Agreement, the Credit Documents and such other documents which may be delivered in connection herewith or therewith. In addition, the Hospital shall pay any and all stamps and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement, the Credit Documents and such other documents, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees.

SECTION 7.8 Binding Effect

This Agreement shall become effective when it shall have been executed by the Hospital and the Lender and thereafter shall be binding upon and inure to the benefit of the Hospital and the Lender and their respective successors and assigns, including any successor holders of the Note or portions thereof, except that the Hospital shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lender.

SECTION 7.9 Severability

Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

SECTION 7.10 Governing Law

This Agreement and the other Credit Documents shall be construed in accordance with and governed by Title 9 of the U.S. Code and the internal laws of the State of South Carolina (without regard to conflict of law principles) except as required by mandatory provisions of law.

SECTION 7.11 Jury Trial Waiver/Arbitration Language

Subject to the provisions of the next paragraph below, any controversy, claim, dispute or disagreement arising out of, in connection with or relating to (1) the negotiation, execution, collateralization, administration, repayment, modification, extension or collection of the Note, the Line of Credit evidenced thereby, or any other loan or obligation arising under this Agreement, the Note or any Credit Agreement or any Credit or other obligation extended or existing thereunder, or (2) an alleged tort relating in any way to the Note, the Line of Credit or any agreements or instrument relating to this Agreement or the Line of Credit, shall be settled by arbitration in accordance with the Commercial Arbitration Rule of the American Arbitration Association (the "Rules). The "Expedited Procedures" as provided in those Rules shall apply in any dispute where the aggregate of all claims and the aggregate of all counterclaims each is an amount less than \$500,000. Judgment upon any award rendered by the arbitrator(s) in any such arbitration may be entered in any Court having jurisdiction thereof. Any demand for arbitration under this Agreement or the Note shall be made no later than the date when any judicial action upon the same matter would be barred by any applicable statute of limitations. The locale of any arbitration proceedings under this paragraph shall be in Birmingham, Alabama, unless the Hospital and the Hospital mutually agree otherwise. The Hospital and the Hospital specifically acknowledge and agree that the Note evidences, and the Line of Credit is, a "transaction involving commerce" under the Federal Arbitration Act, and the Hospital and the Hospital hereby waive and relinquish any right to claim otherwise. Neither anything contained in this paragraph nor the exercise of any right to arbitrate shall limit the right of any party to (1) foreclosure against any real or personal property collateral by the exercise of the power of sale under a deed of trust, mortgage, security deed, deed to secure debt, or other security agreement or instrument or under applicable law; (2) exercise any self-help remedies such as setoff or repossession; or (3) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment, or appointment of a receiver from a court having jurisdiction, before, during or after the pendency of any arbitration proceeding. This arbitration provision shall not be interpreted to require that any such remedies be stayed, abated or otherwise suspended pending any arbitration or request for arbitration. The exercise of a remedy shall not be deemed a waiver of either party's right to resort to arbitration.

SECTION 7.12 Headings

Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

SECTION 7.13 Prior Agreements Superseded

This Agreement and the Credit Documents shall completely and fully supersede all prior undertakings or agreements, both written and oral, between the Hospital and the Lender relating to the Line of Credit, including those contained in the Term Sheet, except for any provisions in such Term Sheet which by the terms of this Agreement or their express terms survive execution and delivery of the Note.

SECTION 7.14 Patriot Act Notice

The Lender hereby notifies the Hospital that pursuant to the requirements of the U.S. Patriot Act it is required to obtain, verify and record information that identifies the Hospital in accordance with the U.S. Patriot Act. The Hospital hereby agrees that it shall promptly provide such information upon request by the Lender.

SECTION 7.15 Role of Lender

In connection with the Hospital; execution and delivery of this Agreement, the Note and the other Credit Documents, the Lender shall act solely as an arm's length third-party commercial lender for its own account (without a present intent to reoffer), and neither the Lender nor any of its affiliates has acted or shall act as a fiduciary for the Hospital or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Hospital with respect to the Hospital; execution and delivery of this Agreement, the Note and the other Credit Documents.

(a) Without limiting the generality of the foregoing, (i) neither the Lender nor any of its affiliates is recommending an action to the Hospital or any other municipal entity or obligated person with respect to the Hospital; execution and delivery of this Agreement, the Note and the other Credit Documents; (ii) neither the Lender nor any of its affiliates is acting as an advisor to the Hospital or any such municipal entity or obligated person, and none of the Lender or any of its affiliates owes a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the Hospital or any such municipal entity or obligated person with respect to the information and material contained in this Agreement or the transactions described herein; (iii) the Lender and its applicable affiliates are acting for their own respective interests; and (iv) the Hospital and any such municipal entity or obligated person should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the Hospital or such municipal entity or obligated person deems appropriate before acting on this information or material.

(b) If the Lender or any of its affiliates should recommend an action to the Hospital or any other municipal entity or obligated person in connection with the Hospital; execution and delivery of this Agreement, the Note and the other Credit Documents, the Hospital acknowledges and agrees that the Lender will not provide advice regarding the structure, timing, terms, and similar matters with respect to letters of credit, direct loans, municipal securities, or other extensions of credit that extends beyond the Note, which the Lender plans to accept as evidence of the Loan for the Lender's own account; hence, the Lender intends for any advice and recommendations provided by the Lender in connection with the matters described herein to qualify for the so-called "bank exemption" to the "Municipal Advisor Rule" of the Securities and Exchange Commission.

SECTION 7.16 Counterparts

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

SECTION 7.17 Termination

This Agreement shall continue until the Line of Credit Obligations shall have been paid in full and the Lender shall have no obligation to make any further Advances or extend any other Credit hereunder. This Agreement, and the obligations of the Hospital hereunder, shall continue to be effective, or be automatically reinstated, as the case may be, if at any time payment in whole or in part of any payment made with respect to the Line of Credit Obligations is rescinded or must otherwise be restored or returned to the person making such payment upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of such person, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to such person or with respect to any part of the property thereof, or otherwise, all as though such payment had not been made.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**BEAUFORT COUNTY MEMORIAL HOSPITAL
d/b/a BEAUFORT MEMORIAL HOSPITAL
on behalf of Beaufort County, South Carolina**

By: _____

Name: _____

Title: _____

REGIONS BANK

By: _____

Name: _____

Title: _____

EXHIBIT A

Form of Advance Request Certificate

DATE: _____, 20__

TO: REGIONS BANK
Alicia S. McCory (Alicia.mccory@regions.com)
Frede Alspach (frede.alspach@regions.com)
Amber Crosby (amber.crosby@regions.com)
Leo Bashinsky (leo.bashinsky@regions.com)
Frances Scott (frances.scott@regions.com)
Stacy Scala (stacy.scala@regions.com)

Pursuant to that certain Credit Agreement dated as of _____ 1, 2020 (the "Credit Agreement") between Beaufort County Memorial Hospital d/b/a Beaufort Memorial Hospital ("Borrower") and Regions Bank ("Bank"), we hereby submit a Line of Credit Advance Request and certify as that (i) no event has occurred and no condition exists under the Credit Agreement, which will result, either immediately or with the passage of time, or the giving of notice or both, in the occurrence or existence of any event of default under the Credit Agreement; (ii) all representations and warranties made by the Borrower in the Credit Agreement are true in all material respects, as if made on the date hereof, and (iii) this Advance Request Certificate is otherwise submitted in compliance with the terms and conditions of the Credit Agreement.

AMOUNT OF ADVANCE REQUEST: \$ _____

FUNDS TO BE ADVANCED UNDER: Bank# _____
Obligor# _____
Obligation# _____

Funds Disbursement: Please select the appropriate funding option.

FUNDS ARE TO BE CREDITED VIA:

- [X] Internal Checking Deposit to Regions' Account # _____
[] External Checking Deposit via ACH in Business Connects (complete information below):
Bank Name: _____ Routing# _____ Account # _____
[] Disbursed via Wire Transfer (per attached instructions)

THE PURPOSE OF THIS ADVANCE REQUEST IS: _____

BEAUFORT COUNTY MEMORIAL HOSPITAL
d/b/a BEAUFORT MEMORIAL HOSPITAL

By: _____
Name: _____
Title: _____

Schedule 5.1(d)

Form of Officer's Certificate

The undersigned _____, the _____ of BEAUFORT COUNTY MEMORIAL HOSPITAL D/B/A BEAUFORT MEMORIAL HOSPITAL (the "Hospital"), hereby certifies to REGIONS BANK (the "Lender") pursuant to Section 5.1(d) of the Credit Agreement dated as of _____ 1, 2020 between the Hospital and the Lender (as amended, modified or restated, the "Agreement") that, [subject to pension-related information that is dependent upon Hospital's receipt of the applicable SC Pension Report]¹:

(i) to the best of his or her knowledge, the Hospital has performed and observed each and every agreement contained in the Agreement and the Credit Document;

(ii) attached hereto are calculations evidencing compliance with the financial covenants of the Agreement; and

(iii) to the best of his or her knowledge, no Event of Default (as defined in the Agreement) or an event which, with notice or lapse of time or both, would constitute an Event of Default, has occurred.

This _____ day of _____, 20__.

By: _____

Name: _____

Title: _____

¹ Use bracketed language only when this Officer's Certificate is delivered with respect to Draft Financial Statements. Delete it for Officer's Certificates delivered with Audited Financial Statements.

AN ORDINANCE FINDING THAT THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$1,550,000 OF GENERAL OBLIGATION BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.

AUTHORIZING ORDINANCE

[____, 2020]

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

ARTICLE I

FINDINGS

Section 1.01 Findings of Fact.

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

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “*Constitution*”), provides that special purpose districts may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such special purpose district (the “*Bonded Debt Limit*”).

(b) Pursuant to Title 6, Chapter 11 of the South Carolina Code (the same being and hereinafter referred to as the “*Enabling Act*”), the governing body of any county in the State of South Carolina (the “*State*”) may authorize the issuance of general obligation bonds by special purpose districts located within its bounds to defray the cost of any authorized purpose and for any amount not exceeding such special purpose district’s applicable Bonded Debt Limit.

(c) Fripp Island Public Service District, South Carolina (the “*District*”) was created as a special purpose district established in the County as a body politic and corporate pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended.

(d) Pursuant to Section 6-11-830 of the Enabling Act, the County Council, upon petition of the governing body of any special purpose district, may determine that it is in the interest of such special purpose district to raise moneys for the furtherance of any power or function of the special purpose district and order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

(e) The County is in receipt of a petition of the Fripp Island Public Service District Commission (the “*Commission*”), the governing body of District, requesting authorization to issue general obligation bonds in order to defray (a) the costs of the acquisition and equipping of an aerial apparatus and engine truck (the “*Project*”), including capitalized interest, if any, and (b) the costs of issuance of such general obligation bonds. The Commission estimates that the costs of the Project, together with the costs of issuance of the bonds described herein, will not exceed \$1,550,000.

(f) By action previously taken, the County Council ordered that a public hearing on the question of the issuance of not exceeding \$1,550,000 of general obligation bonds (the “*Bonds*”) of the Fripp Island Public Service District, South Carolina, be held in the Beaufort County Council Chambers in the Administration Building, Beaufort County Government Center, 100 Ribaut Road, Beaufort, South Carolina, on the ___ day of ___ 2020 at 6:30 p.m., and notice of such hearing was duly published once a week for three successive weeks in *The Beaufort Gazette* and *The Island Packet*, which are newspapers of general circulation in the County.

(g) The said public hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of the Enabling Act to make a finding as to whether or not the Bonds should be issued.

(h) The County Council finds that it is in the interest of the District to authorize and provide for the issuance and sale of the Bonds of the District pursuant to the aforesaid provisions of the Constitution and laws of the State for the purposes of providing funds for the Project and providing for the costs of issuance of the Bonds.

ARTICLE II

AUTHORIZATION

Section 2.01 Public Hearing and Finding.

In response to the petition of the District, and on the basis of the facts adduced at the public hearing held on ___, 2020, and information otherwise available to County Council, it is found and determined that the Commission is authorized to cause the issuance of the Bonds.

Section 2.02 Extent of Authorization.

The County Council authorizes the issuance of the Bonds by the District to the extent described in the Petition in an amount of not exceeding \$1,550,000 in principal amount as a single issue or from time to time as several separate issues, as the Commission shall determine, in order to defray (A) the costs of the Project, including capitalized interest on the Bonds, if any, and (B) the costs of issuance of the Bonds.

Section 2.03 Notice of Adoption.

Notice of the adoption of this Ordinance, in substantially similar form to that attached hereto as Exhibit A, shall be published in *The Beaufort Gazette* and *Island Packet* for three successive weeks from the date hereof, as provided in the Enabling Act.

Section 2.04 Ordinance to be Provided to District.

A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, the Bonds in the aggregate principal amount of not exceeding \$1,550,000.

Section 2.05 Further Action.

The Chairman and other County officers are herewith authorized and empowered to take such further action as may be necessary to fully implement the action contemplated by this Ordinance.

DONE AT BEAUFORT COUNTY, SOUTH CAROLINA, this ___ day of ___ 2020.

(SEAL)

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joe Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading: [__, 2020]
Second Reading: [__, 2020]
Public Hearing: [__, 2020]
Third Reading: [__, 2020]

A RESOLUTION

APPROVING THE INCURRING OF GENERAL OBLIGATION DEBT IN AN AMOUNT NOT EXCEEDING \$1,550,000; AND AUTHORIZING A PETITION TO THE COUNTY COUNCIL OF BEAUFORT COUNTY PURSUANT TO SECTION 6-11-830 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

BE IT RESOLVED by the Fripp Island Public Service District Commission (the "**Commission**"), the governing body of the Fripp Island Public Service District, South Carolina (the "**District**") in meeting duly assembled:

Section 1. Findings of Fact.

Incident to the adoption of this resolution (this "**Resolution**"), the Commission has made the following findings of fact:

1. The District was created and established as a special purpose district, and body politic and corporate pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended. The District is located wholly within Beaufort County, South Carolina (the "**County**") and was established for the purpose, *inter alia*, of providing water, fire, and beach erosion control services within its boundaries.

2. In carrying out its functions and duties, the Commission has determined that a need exists at the present time to meet the capital needs of the District through the acquiring, improving, renovating, and equipping of certain capital assets necessary or convenient in furtherance of the powers and functions of the District, to include fire apparatus and fire equipment, and specifically including an aerial apparatus and an engine truck (the "**Project**"). The Commission estimates that the costs of the Project, including capitalized interest, if any, and the costs of issuance of the bonds described hereinbelow, will not exceed \$1,550,000.

3. The County Council of Beaufort County (the "**County Council**"), as the governing body of the County, is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the "**Enabling Act**"), to authorize the governing body of any special purpose district to issue general obligation bonds, the proceeds of which may be used in furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973.

4. Pursuant to Section 6-11-830 of the Enabling Act, the County Council, upon petition of the Commission, may determine that it is in the interest of the District to raise moneys for the furtherance of any power or function of the District and order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

5. The Commission has determined that it is necessary to issue an amount not exceeding \$1,550,000 aggregate principal amount of general obligation bonds of the District in order to finance the costs of the Project, including capitalized interest on such bonds, if any, and

the costs of issuance of such bonds, to be issued either as a single issue or as several separate issues, and in such amounts and at such times as may be determined at the time of issuance thereof by the Commission (the "**Bonds**"). The Commission adopts this Resolution to evidence the Commission's approval of the Bonds and to authorize a petition to the County Council with regard to the Bonds. The principal amount of the Bonds may be issued within the 8% debt limit of the District as permitted in Article X, Section 14(7) of the South Carolina Constitution.

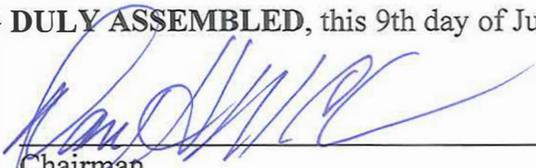
Section 2 Submission of Petition; Rescind Prior Resolution.

(A) The petition attached hereto as Exhibit A, shall be presented to the County Council in accordance with and for the purposes set forth in Section 6-11-830 of the Enabling Act. The Chairman (or in his absence the Vice Chairman) of and Secretary to the Commission are hereby authorized and directed to cause said petition to be delivered to County Council.

(B) The resolution adopted by the Commission on May 12, 2020, relating to the Project and the Bonds is hereby rescinded and of no further force or effect.

DONE IN A MEETING DULY ASSEMBLED, this 9th day of June 2020.

(SEAL)



Chairman
Fripp Island Public Service District Commission

Attest:



Secretary
Fripp Island Public Service District Commission

PETITION OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT COMMISSION TO THE GOVERNING BODY OF BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO ARTICLE 5, CHAPTER 11, TITLE 6, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

1. Fripp Island Public Service District, South Carolina (the "***District***"), was created as a special purpose district established in Beaufort County, South Carolina (the "***County***"), as a body politic and corporate pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended. The District is located entirely within the County.

2. In carrying out its functions and duties, the Commission has determined by resolution dated June 9, 2020, that a need exists at the present time to meet the capital needs of the District through the acquiring, improving, renovating, and equipping of certain capital assets necessary or convenient in furtherance of the powers and functions of the District, to include fire apparatus and fire equipment, and specifically including an aerial apparatus and an engine truck (the "***Project***"). The Commission estimates that the costs of the Project, including costs of capitalized interest, if any, together with the costs of issuance of the bonds described hereinbelow, will not exceed \$1,550,000.

3. The District proposes to issue general obligation bonds of the District in a principal amount not exceeding \$1,550,000 in order to defray the costs of the Project, including capitalized interest on such bonds, if any, and the costs of issuance of such bonds, which bonds may be issued as a single issue or from time to time as several separate issues as the Commission may determine (the "***Bonds***").

4. The County Council of Beaufort County, South Carolina (the "***County Council***"), the governing body of the County, is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the "***Enabling Act***"), to authorize the issuance of general obligation bonds by the District pursuant to the provisions of the Enabling Act. The maximum principal amount of the Bonds of the District proposed hereby may be issued within the 8% debt limit of the District as permitted in Article X, Section 14(7) of the South Carolina Constitution.

5. Pursuant to Section 6-11-830 of the Enabling Act, if the County Council, upon petition of the Commission, determines that it may be in the best interest of the District to raise moneys for the furtherance of any power and function of the District, the County Council may order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

WHEREFORE, the Commission prays that the County Council order a public hearing to be held on the question of authorizing the issuance of the Bonds of the District, and thereafter approve the Bonds by ordinance, which Bonds may be issued as a single issue or from time to time as several separate issues as the Commission may determine.

FRIPP ISLAND PUBLIC SERVICE DISTRICT COMMISSION

June 9, 2020

NOTICE PURSUANT TO SECTIONS 6-11-870 AND 11-27-40(8)
OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

Notice is hereby given pursuant to the provisions of Sections 6-11-870 and 11-27-40(8) of the Code of Laws of South Carolina 1976, as amended, as follows:

Following a public hearing held on _____, 2020, the County Council of Beaufort County (the “County Council”), the governing body of Beaufort County, South Carolina (the “County”) enacted that certain ordinance, entitled “AN ORDINANCE FINDING THAT THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$1,550,000 OF GENERAL OBLIGATION BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.” on _____, 2020 (the “Ordinance”);

The Fripp Island Public Service District, South Carolina (the “District”), created as a special purpose district and established in the County as a body politic and corporate pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended, has been authorized by the provisions of the Ordinance to issue not exceeding \$1,550,000 of general obligation bonds of the District (the “Bonds”) as a single issue or from time to time as several separate issues, for the purposes of defraying (a) the costs of the acquisition and equipping of an aerial apparatus and engine truck (the “Project”), including capitalized interest on the Bonds, if any, and (b) the costs of issuance of the Bonds;

For the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District will be irrevocably pledged, and there will be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay the principal of and interest on the Bonds as they respectively mature, and to create such sinking fund therefor;

No election has been ordered in the District upon the question of the issuance of the Bonds; and

Any persons affected by the action aforesaid of the County Council may by action de novo instituted in the Court of Common Pleas for the County within twenty (20) days following the last publication of this Notice, but not afterwards, challenge the action of the County Council.

BEAUFORT COUNTY COUNCIL



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Ordinance - Zoning Map Amendment/Rezoning Request for 18.3 acres (R100 024 000 032A 0000, R100 024 000 0276 0000, R100 024 000 030C 0000, and R100 024 000 033A 0000) at the Intersection of Bay Pines Road and Laurel Bay Road from T2 Rural and S1 Industrial to C4-Community Center Mixed-Use District</i>
MEETING NAME AND DATE:
<i>Beaufort County Council Meeting – September 14, 2020</i>
PRESENTER INFORMATION:
<i>Eric Greenway, AICP, Community Development Director (5 minutes)</i>
ITEM BACKGROUND:
<i>Planning Commission voted unanimously to recommend the amendment at their July 6, 2020 meeting. Natural Resources Committee voted unanimously to recommend the amendment to County Council at their August 31, 2020 meeting.</i>
PROJECT / ITEM NARRATIVE:
<i>The applicant seeks to change the zoning of 4 parcels making up 18.3 acres at the northeast corner of Bay Pines Road and Laurel Bay Road. Three of the properties are currently zoned S1 – Industrial. The easternmost parcel is zoned T2 Rural (see attached map). The applicant seeks C4 Community Center Mixed-Use zoning to facilitate the development of multi-family workforce housing on the site.</i>
FISCAL IMPACT:
<i>None</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommends approval.</i>
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve the Zoning Map Amendment/Rezoning Request for 18.3 acres (R100 024 000 032A 0000, R100 024 000 0276 0000, R100 024 000 030C 0000, and R100 024 000 033A 0000) at the Intersection of Bay Pines Road and Laurel Bay Road from T2 Rural and S1 Industrial to C4-Community Center Mixed-Use District</i> <i>Or</i> <i>Motion to deny the Zoning Map Amendment/Rezoning Request for 18.3 acres (R100 024 000 032A 0000, R100 024 000 0276 0000, R100 024 000 030C 0000, and R100 024 000 033A 0000) at the Intersection of Bay Pines Road and Laurel Bay Road from T2 Rural and S1 Industrial to C4-Community Center Mixed-Use District</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Ordinance - Text Amendment to The Community Development Code (CDC): Article 5, Section 5.6.50.E(2) To Allow for Minor Modifications to Billboards to Improve Safety Standards During Hurricanes and High Wind Events.</i>
MEETING NAME AND DATE:
<i>Beaufort County Council Meeting – September 14, 2020</i>
PRESENTER INFORMATION:
<i>Eric Greenway, AICP, Community Development Director (5 minutes)</i>
ITEM BACKGROUND:
<i>Planning Commission voted 5 for and 3 against to recommend the amendment at their July 6, 2020 meeting. Natural Resources Committee voted 8 for and 2 against to recommend the amendment to County Council at their August 31, 2020 meeting.</i>
PROJECT / ITEM NARRATIVE:
<i>The applicant is proposing to amend the ordinance to allow modifications to billboards that would make them more resistant to high winds. The changes would remove the solid sign panel and replace it with a steel framework overlaid with a vinyl sign face. During a hurricane, the vinyl would blow off the hurricane frame and leave the main structure intact.</i>
FISCAL IMPACT:
<i>None</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>It is staff's position that the main aim of this amendment is to prolong the life of the billboard which is not consistent with the County's policies concerning billboards over the last 30 years. Staff recommends denial of the amendment.</i>
OPTIONS FOR COUNCIL MOTION:
<i>Motion to Approve a text Amendment to The Community Development Code (CDC): Article 5, Section 5.6.50.E(2) To Allow for Minor Modifications to Billboards to Improve Safety Standards During Hurricanes and High Wind Events.</i> <i>Motion to deny the Text Amendment to The Community Development Code (CDC): Article 5, Section 5.6.50.E(2) To Allow for Minor Modifications to Billboards to Improve Safety Standards During Hurricanes and High Wind Events.</i>



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request Authorization for the County Administrator to enter into lease (real property) agreement Motorola Communications America.

Council Committee:

Public Facilities Committee

Meeting Date:

August 17, 2020

Committee Presenter (Name and Title):

Mark Roseneau, Director, Facility Management

Issues for Consideration:

No issues.

Points to Consider:

MCA shares the space with the Sheriffs Department Services Section. Located in the Public Works compound and better known as the Motorola Shop, they install and repair two-way radio systems for all law enforcement agencies, as well EMS and Fire vehicles. IT devices, vehicle emergency lighting and other components are installed and serviced at this location.

Funding & Liability Factors:

One year lease, County to receive \$1,752 per month.

Council Options:

Approve or reject the lease agreement.

Recommendation:

County Council approve authorization of the lease agreement.

specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any rent to be paid hereunder.

3.4 *Security Deposit.* No security deposit is required. Landlord expressly acknowledges its duty to mitigate any damages resulting from default on the part of Tenant.

IV. UTILITIES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Leased Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof.

V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

5.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating Government Vehicle communication/emergency equipment repair/modification/replacement as outlined in the services contract (“Permitted Use”). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition.

5.4 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. The Tenant shall provide the cost of repairs/maintenance up to \$2,500. Any such repairs shall be performed by a reputable, licensed and insured contractor. Documentation shall include the scope of work and paid invoices. Tenant shall not perform any additional work in excess of \$2,500 upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.

5.5 *Tenant Improvements, Alterations, and Restorations.*

5.5.1 *Improvements.* Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant

Landlord Initials _____ Tenant Initials _____

make or permit any other work whatsoever that would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises.

5.5.2 *Cost of Improvements.* Any improvements as approved by the Landlord, shall be made at Tenant’s sole cost and expense, including the expense of complying with all present and future Legal Requirements, and any other work required to be performed in other areas within or outside the Premises.

5.5.3 *Compliance.* All such Tenant’s Work shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all Legal Requirements. Any of Tenant’s improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Building (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

5.6 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

VI. DESTRUCTION OR DAMAGE

6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

6.2 If the Premises or the Building shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in Subsection (a) above, and rent shall be abated proportionately as provided in Subsection (f) below. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that

Landlord Initials _____ Tenant Initials _____

there may be additional "punch list" or other non-essential items to be completed, which neither affect not impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.

6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenants business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

VII. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

VIII. TERMINATION. This Lease shall end on the Termination Date stated in Section 2.1. This Lease may be terminated by Landlord prior to the Termination Date upon providing a sixty (60) day notice from Landlord to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

8.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

8.2 *Hold Over.* If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a Tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% of the gross rent being paid (starting sixty (60) calendar days after the expiration of the term of this Lease) at the end of the term of this Lease, and all fees, assessments, costs and other items must continue to be paid pursuant to all the provisions set forth herein. Such month to month rent and other amounts shall be payable in advance on or before the fifteenth (15th) calendar day of each month.

Landlord Initials _____ Tenant Initials _____

IX. DEFAULT

9.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove

Landlord Initials _____ Tenant Initials _____

from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

(c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.

9.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.

9.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

9.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of

Landlord Initials _____ Tenant Initials _____

termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

X. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain, and shall become the obligations of the successor owner of the Premises.

XI. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant's use of the Premises.

XII. INSURANCE LIABILITY AND INDEMNIFICATION

12.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a Renter's Insurance Policy, in an amount of no less than \$1,000,000 in commercial general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies, and shall provide Landlord with a copy of all policies.

12.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant's insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant's coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

12.2 *Indemnity.* Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

12.3 *Liens.* If any mechanic's or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant's expense by full payment thereof by filing a bond required by law. Tenant's failure to do so shall constitute a material default hereunder.

XIII. MISCELLANEOUS PROVISIONS

13.1 *Notices.* Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

Landlord Initials _____ Tenant Initials _____

AS TO LANDLORD: Beaufort County
Attn: Beaufort County Administration
Post Office Box 1228
Beaufort, SC 29901

Copy To: Beaufort County
Attn: Beaufort County Attorney
Post Office Box 1228
Beaufort, SC 29901

AS TO TENANT: _____

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 13.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.

Landlord Initials _____ Tenant Initials _____

13.11 *Time is of the Essence.* Time is of the essence of this Lease.

13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

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

LANDLORD:

Witness

Ashley M. Jacobs
Beaufort County Administrator

Witness

TENANT:

Witness

By: _____
Its: _____

Witness

Landlord Initials _____ Tenant Initials _____

ORDINANCE NO. 2020/ ____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH MOBILE COMMUNICATIONS AMERICA

WHEREAS, Beaufort County (“County”) is the owner of the building located at 140 and 144 Shanklin Road, Burton that is generally known as the Mobile Communication America repair shop (“Property”).

WHEREAS, County operates the Property through the Beaufort County Sheriff’s Office (“BCSO”) IT Support Section; and

WHEREAS, Mobile Communications America desires to lease the Property for the purpose of providing their services through the BCSO IT support Section; and

WHEREAS, the County Administrator has negotiated a lease with Mobile Communications America for the use of the agreed upon portions of the Property; and

WHEREAS, in accordance with Beaufort County Code of Ordinances Section 2-514, it is necessary for County Council to provide approval to the County Administrator to lease property owned by the County; and

WHEREAS, Beaufort County Council finds it is in the best interest of the County to lease the Property to Mobile Communication America.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, that the County Administrator is hereby authorized to negotiate and execute a lease agreement with Mobile Communications America for the use of the Property.

ADOPTED IN MEETING DULY ASSEMBLED this ____ day of _____ 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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



BEAUFORT COUNTY COUNCIL

Agenda Item Summary**Item Title:**

Ordinance to authorize \$575,000 to The Historic Mitchelville Freedom Park for Phase I Build Out of the Mitchelville Freedom Park Master Plan

Council Committee:

Finance

Meeting Date:

August 17, 2020

Committee Presenter (Name and Title):

Ahmad Ward, Executive Director of The Historic Mitchelville Freedom Park

Issues for Consideration:

The Historic Mitchelville Freedom Park Executive Director is requesting County Council to approve \$575,000 from the H-Tax funds towards the Phase I Build Out, and is requesting to be waived from the County's H-Tax application process.

Points to Consider:

The Historic Mitchelville Freedom Park (HMFP) is located on and fully owned by the Town of Hilton Head Island and managed by the HMFP Executive Director. The County and Town co-own ~5 acres of Rural and Critical Land along Beach City Road adjacent to HMFP. On March 26, 2018, County Council adopted Resolution 2018/5 authorizing up to \$575,000 towards Phase I improvements for the Mitchelville Freedom Park. Resolution 2018/5 is unclear but does mention three potential funding sources - Rural and Critical, A-Tax, or H-Tax. Staff review of the three funding sources indicate H-Tax would be the most appropriate, however this request is being submitted outside of the County approved H-Tax application process.

Funding & Liability Factors:

\$575,000 from H-Tax fund

Council Options:

1) Approve the recommendation, 2) Approve a revised recommendation, 3) Do not approve the recommendation

Recommendation:

County Council to waive the H-Tax application process and approve \$575,000 from the H-Tax fund to be allocated to The Historic Mitchelville Freedom Park for the Phase I Build Out of the Master Plan.

ORDINANCE 2020 / ___

AN ORDINANCE AUTHORIZING \$575,000 FROM H-TAX FUNDS TO THE HISTORIC MITCHELVILLE FREEDOM PARK FOR PHASE I IMPROVEMENTS OF THE MASTER PLAN

WHEREAS, On March 26, 2018, Beaufort County adopted Resolution 2018/5 pledging up to \$575,000 for the Mitchelville Preservation Project (now known as The Historic Mitchelville Freedom Park (HMFP)) after the approval of a Master Plan for initial Phase I activities including activities such as archaeology, land surveying and environmental services, roads, parking, pathway system, signage, site improvements or buildings on Mitchelville Freedom Park; and

WHEREAS, On March 1, 2020, the HMFP Master Plan was completed by HMFP and their consultant, which included a preliminary cost estimate of \$4,106,985 for Phase I site, building and interpretive improvements; and

WHEREAS, the Beaufort County financial commitment will allow HMFP to demonstrate existing matching funds and provide HMFP with leverage for obtaining potential grants and donors; and

WHEREAS, Beaufort County Council believes that assistance to the HMFP for successfully implementing the Mitchelville Freedom Park Phase I improvements is in the best interests of its citizens and visitors of Beaufort County, by providing a historically significant destination place and to preserve and educate citizens and visitors about the extraordinary history of Mitchelville.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council hereby commits \$575,000 in H-TAX funding for The Historic Mitchelville Freedom Park Phase I improvements according to the Master Plan design and cost estimate attached and referenced herein.

Adopted this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah Brock, Clerk to Council

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

- | | |
|---|--|
| A Interpretive Houses (Ghosted Structures) | F Maintenance Building (~2,000 SF) |
| B Interpretive Garden/Rear Yard | G Maintenance/Lab Parking (7 spaces) |
| C Church and Archaic Interpretive Area | H Main Parking Lot (54 spaces, 18 overflow) |
| D Military Map Road Alignment | I Interpretive Trail |
| E Classroom, Lab, and Offices (~4,000 SF) | J General Store Interpretation (Ghosed) |
| | K Path to Beach |



HISTORIC MITCHELVILLE **FREEDOM PARK**
POTENTIAL PHASE ONE BUILD -OUT

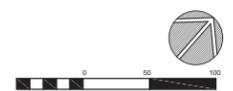


Exhibit 1

Interpretive Costs

Preliminary Cost Estimate - Concept Level -12.06.19				
Historic Mitchelville Freedom Park				
Hilton Head, SC				
<i>Item</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total Cost</i>
				Totals Phase 1
Interpretive Elements Phase 1				\$1,090,000.00
Ghosted Facade Panels	EA	\$25,000.00	6	\$150,000.00
WiFi	AL	\$350,000.00	1	\$350,000.00
Augmented Reality Program	AL	\$100,000.00	1	\$100,000.00
Augmented Reality Windows/Stations	EA	\$5,000.00	6	\$30,000.00
Interpretive Panels (Bateau Panels)	EA	\$10,000.00	6	\$60,000.00
Freestanding Temporary Pavilion Panels	AL	\$250,000.00	1	\$250,000.00
Archeology "Core" Samples	EA	\$50,000.00	3	\$150,000.00
Interpretive Elements Phase 1 - Design Fees				\$140,500.00
Ghosted Facade Panels Design	LS	\$30,000.00	1	\$30,000.00
Augmented Reality Windows/Stations Design	LS	\$6,000.00	1	\$6,000.00
Interpretive Panels (Bateau Panels) Design	LS	\$12,000.00	1	\$12,000.00
Freestanding Temporary Pavilion Panels Design	LS	\$62,500.00	1	\$62,500.00
Archeology "Core" Samples Design	LS	\$30,000.00	1	\$30,000.00
				Totals Phase 2
Interpretive Elements Phase 2				\$3,446,000.00
Boardwalk Waysides	EA	\$3,500.00	6	\$21,000.00
Visitor Center Interpretive Exhibits	SF	\$500.00	6,000	\$3,000,000.00
Interpretive Exhibits - House Interiors	SF	\$250.00	1,700	\$425,000.00
Interpretive Elements Phase 2 - Design Fees				\$691,000.00
Boardwalk Waysides	LS	\$4,200.00	1	\$6,000.00
Visitor Center Interpretive Exhibit Design	LS	\$600,000.00	1	\$600,000.00
Interpretive Exhibits - House Interiors	LS	\$85,000.00	1	\$85,000.00
				Phase 1 Subtotal
				\$1,230,500.00
				Phase 2 Subtotal
				\$4,137,000.00
				Grand Subtotal
				\$5,367,500.00
Unforeseen Contingency Conceptual Level @ 25%				\$1,341,875.00
				GRAND TOTAL
				\$6,709,375.00

Site and Building Costs

Preliminary Cost Estimate - Concept Level - 12-6-19				
Historic Mitchelville Freedom Park				
Hilton Head, SC				
<i>Item</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total Cost</i>
				Totals Phase 1
Site Preparation				\$165,025.00
Clearing and Site Prep	SF	\$0.80	105,500	\$84,400.00
Grading	AL	\$10,000.00	1	\$10,000.00
Erosion and Sediment Control	LS	\$7,500.00	1	\$7,500.00
Tree Protection	LS			
Site Security - Fencing, etc.	LS	\$63,125.00	1	\$63,125.00
Interpretive Houses				\$405,000.00
House Ghosting	SF	\$50.00	8,100	\$405,000.00
Interpretive Garden/Rear Yard				\$7,800.00
Sod	SF	\$1.00	2,800	\$2,800.00
Plants	LS	\$5,000.00	1	\$5,000.00
Church and Archaic Interpretive Area				\$26,250.00
Seatwall	LS	\$7,500.00	1	\$7,500.00
Perious Pavers	SF	\$15.00	600	\$9,000.00
Footprint Paving	LF	\$12.00	100	\$1,200.00
Stabilized Screenings	SF	\$6.00	1,425	\$8,550.00
Military Map Road Alignment				\$9,360.00
Concrete Paving	SF	\$6.00	1,250	\$7,500.00
Flush Curb	LF	\$12.00	155	\$1,860.00
Classrooms, Lab, and Offices				\$1,080,000.00
Building	SF	\$250.00	4,000	\$1,000,000.00
FF&E	SF	\$20.00	4,000	\$80,000.00
Maintenance Building				\$300,000.00
Building	SF	\$150.00	2,000	\$300,000.00
Maintenance/ Lab Parking				\$41,750.00
Perious Pavers	SF	\$15.00	1,330	\$19,950.00
Parking Lot Lighting	EA	\$2,800.00	2	\$5,600.00
Concrete Paving (Drive)	SF	\$6.00	2,700	\$16,200.00
Primary Parking Lot				\$365,800.00
Monument Signs	EA	\$5,500.00	2	\$11,000.00
Perious Pavers	SF	\$15.00	8,900	\$133,500.00
Grasspave	SF	\$10.00	3,000	\$30,000.00
Concrete Paving (Drive)	SF	\$6.00	23,050	\$138,300.00
Bollard Lights	EA	\$1,500.00	15	\$22,500.00
Parking Lot Light Fixture	EA	\$2,800.00	10	\$28,000.00
Wayfinding Signage	AL	\$2,500.00	1	\$2,500.00
Interpretive Trail				\$144,000.00
Stabilized Screenings	SF	\$6.00	24,000	\$144,000.00
General Store Interpretation				\$50,000.00
Ghost Structure	SF	\$50.00	1,000	\$50,000.00
Path to the Beach				\$19,500.00
Stabilized Screenings	SF	\$6.00	2,000	\$12,000.00
ADA Access Mat	SF	\$7.50	1,000	\$7,500.00

Visitor Center Accessible Parking & Service Area					\$57,500.00
Perious Pavers	SF	\$15.00	2,400	\$36,000.00	
Signage	LS	\$1,500.00	1	\$1,500.00	
Parking Lot Lighting	EA	\$2,800.00	2	\$5,600.00	
Concrete Drive Lane	SF	\$6.00	2,400	\$14,400.00	
Woodland Knoll Shelter					\$35,100.00
Building	SF	\$50.00	600	\$30,000.00	
Picnic Tables	EA	\$850.00	6	\$5,100.00	
Utilities					\$385,000.00
Sanitary Sewer	LS	\$145,000.00	1	\$145,000.00	
Stormwater	LS	\$60,000.00	1	\$60,000.00	
Water	LS	\$60,000.00	1	\$60,000.00	
Site Electrical (for lighting and bldgs)	LS	\$120,000.00	1	\$120,000.00	
Phase 1 Subtotal					\$2,876,485.00
Phase 2 Subtotal					\$8,125,220.00
Grand Subtotal					\$11,001,705.00
Unforeseen Contingency Conceptual Level @ 25%					\$2,750,426.25
Permitting/Fees @ 5%					\$687,606.56
Landscape Architecture, Engineering, and Architectural Fees @ 12%					\$1,650,255.75
Archaeology Phase 1					\$15,000.00
Archaeology Phase 2					\$25,000.00
GRAND TOTAL					\$16,129,993.56
* Assume Inflation Rate of 3.33% per year past 2019					
SF Square Feet					
AL Allowance					
LS Lump Sum					
EA Each					

RESOLUTION NO. 2018 / 5

A RESOLUTION PLEDGING UP TO AN ADDITIONAL \$575,000 AND AUTHORIZING THE COUNTY ADMINISTRATOR TO PROVIDE UP TO \$50,000 OF MATCHING FUNDS FOR THE MITCHELVILLE PRESERVATION PROJECT AFTER THE APPROVAL OF A MASTER PLAN FOR INITIAL PHASE 1 ACTIVITIES INCLUDING ACTIVITIES SUCH AS ARCHAEOLOGY, LAND SURVEYING AND ENVIRONMENTAL SERVICES, ROADS, PARKING, PATHWAY SYSTEM, SIGNAGE, SITE IMPROVEMENTS OR BUILDINGS ON THE SITE

WHEREAS, the Mitchelville Preservation Project (MPP) seeks public funds for assistance with the construction of the Mitchelville Preservation Project; and

WHEREAS, County Council has approved the expenditure of \$250,000.00 of Rural and Critical Lands funds for the development of a Master Plan for the Mitchelville Preservation Project site; and

WHEREAS, the MPP is a 501(c) non-profit organization whose mission is to replicate, preserve and sustain a historically significant site and to educate the public about the sacrifice, resilience and perseverance of the freedmen of Mitchelville, which, in 1862, was the first self-governed town of freed slaves in America; and

WHEREAS, MPP in cooperation with the Town of Hilton Head Island, Beaufort County and other partners, endeavors to establish an active public park in the historic Mitchelville area to be known as “Historic Mitchelville Freedom Park”; and

WHEREAS, it is expected that after the Master Plan for the project is approved, the next stage of creating the park will include approximately \$1,150,000.00 for Phase 1 components including, but not limited to, archaeology, land surveying, environmental services, roads, parking, pathways, signage, site improvements, and initial structures on site; and

WHEREAS, a local commitment beyond the financial support for a Master Plan will allow MPP to demonstrate existing matching funds and provide MPP with leverage for obtaining potential grants and donors; and

WHEREAS, Beaufort County Council believes that assistance to the MPP for successfully implementing the Historic Mitchelville Freedom Park is in the best interests of its citizens and visitors of Beaufort County, by providing a historically significant destination place and to preserve and educate citizens and visitors about the extraordinary history of Mitchelville.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council hereby commits up to an additional \$575,000.00 in funding for the Historic Mitchelville Freedom Park Phase 1 improvements after final approval of the Master Plan for the Mitchelville Preservation Project. The \$575,000.00 hereby committed is in addition to the \$250,000.00 of Rural and Critical

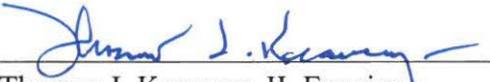
Lands funds previously approved for the development of a Master Plan. Furthermore, the County Administrator is authorized to allocate from the General Fund up to \$50,000 (from the \$575,000.00 herein pledged) for use as matching funds to Mitchelville Preservation Project, specifically for Historic Mithcelville Freedom Park. The \$50,000.00 hereby allocated from the General Fund shall be reimbursed by one of the following fund accounts: Rural and Critical Lands, Accommodations Tax or Hospitality Tax.

DONE this 26th day of March, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Ashley M. Bennett, Clerk to Council

- | | |
|---|--|
| A Interpretive Houses (Ghosted Structures) | F Maintenance Building (~2,000 SF) |
| B Interpretive Garden/Rear Yard | G Maintenance/Lab Parking (7 spaces) |
| C Church and Archaic Interpretive Area | H Main Parking Lot (54 spaces, 18 overflow) |
| D Military Map Road Alignment | I Interpretive Trail |
| E Classroom, Lab, and Offices (~4,000 SF) | J General Store Interpretation (Ghosed) |
| | K Path to Beach |



HISTORIC MITCHELVILLE **FREEDOM PARK**
POTENTIAL PHASE ONE BUILD -OUT

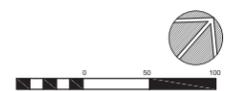


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Interpretive Costs

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Historic Mitchelville Freedom Park				
Hilton Head, SC				
<i>Item</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total Cost</i>
				Totals Phase 1
Interpretive Elements Phase 1				\$1,090,000.00
Ghosted Facade Panels	EA	\$25,000.00	6	\$150,000.00
WiFi	AL	\$350,000.00	1	\$350,000.00
Augmented Reality Program	AL	\$100,000.00	1	\$100,000.00
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Interpretive Elements Phase 1 - Design Fees				\$140,500.00
Ghosted Facade Panels Design	LS	\$30,000.00	1	\$30,000.00
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Freestanding Temporary Pavilion Panels Design	LS	\$62,500.00	1	\$62,500.00
Archeology "Core" Samples Design	LS	\$30,000.00	1	\$30,000.00
				Totals Phase 2
Interpretive Elements Phase 2				\$3,446,000.00
Boardwalk Waysides	EA	\$3,500.00	6	\$21,000.00
Visitor Center Interpretive Exhibits	SF	\$500.00	6,000	\$3,000,000.00
Interpretive Exhibits - House Interiors	SF	\$250.00	1,700	\$425,000.00
Interpretive Elements Phase 2 - Design Fees				\$691,000.00
Boardwalk Waysides	LS	\$4,200.00	1	\$6,000.00
Visitor Center Interpretive Exhibit Design	LS	\$600,000.00	1	\$600,000.00
Interpretive Exhibits - House Interiors	LS	\$85,000.00	1	\$85,000.00
				Phase 1 Subtotal
				\$1,230,500.00
				Phase 2 Subtotal
				\$4,137,000.00
				Grand Subtotal
				\$5,367,500.00
Unforeseen Contingency Conceptual Level @ 25%				\$1,341,875.00
				GRAND TOTAL
				\$6,709,375.00

Site and Building Costs

Preliminary Cost Estimate - Concept Level - 12-6-19				
Historic Mitchelville Freedom Park				
Hilton Head, SC				
<i>Item</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total Cost</i>
				Totals Phase 1
Site Preparation				\$165,025.00
Clearing and Site Prep	SF	\$0.80	105,500	\$84,400.00
Grading	AL	\$10,000.00	1	\$10,000.00
Erosion and Sediment Control	LS	\$7,500.00	1	\$7,500.00
Tree Protection	LS			
Site Security - Fencing, etc.	LS	\$63,125.00	1	\$63,125.00
Interpretive Houses				\$405,000.00
House Ghosting	SF	\$50.00	8,100	\$405,000.00
Interpretive Garden/Rear Yard				\$7,800.00
Sod	SF	\$1.00	2,800	\$2,800.00
Plants	LS	\$5,000.00	1	\$5,000.00
Church and Archaic Interpretive Area				\$26,250.00
Seatwall	LS	\$7,500.00	1	\$7,500.00
Perivous Pavers	SF	\$15.00	600	\$9,000.00
Footprint Paving	LF	\$12.00	100	\$1,200.00
Stabilized Screenings	SF	\$6.00	1,425	\$8,550.00
Military Map Road Alignment				\$9,360.00
Concrete Paving	SF	\$6.00	1,250	\$7,500.00
Flush Curb	LF	\$12.00	155	\$1,860.00
Classrooms, Lab, and Offices				\$1,080,000.00
Building	SF	\$250.00	4,000	\$1,000,000.00
FF&E	SF	\$20.00	4,000	\$80,000.00
Maintenance Building				\$300,000.00
Building	SF	\$150.00	2,000	\$300,000.00
Maintenance/ Lab Parking				\$41,750.00
Perivous Pavers	SF	\$15.00	1,330	\$19,950.00
Parking Lot Lighting	EA	\$2,800.00	2	\$5,600.00
Concrete Paving (Drive)	SF	\$6.00	2,700	\$16,200.00
Primary Parking Lot				\$365,800.00
Monument Signs	EA	\$5,500.00	2	\$11,000.00
Perivous Pavers	SF	\$15.00	8,900	\$133,500.00
Grasspave	SF	\$10.00	3,000	\$30,000.00
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Bollard Lights	EA	\$1,500.00	15	\$22,500.00
Parking Lot Light Fixture	EA	\$2,800.00	10	\$28,000.00
Wayfinding Signage	AL	\$2,500.00	1	\$2,500.00
Interpretive Trail				\$144,000.00
Stabilized Screenings	SF	\$6.00	24,000	\$144,000.00
General Store Interpretation				\$50,000.00
Ghost Structure	SF	\$50.00	1,000	\$50,000.00
Path to the Beach				\$19,500.00
Stabilized Screenings	SF	\$6.00	2,000	\$12,000.00
ADA Access Mat	SF	\$7.50	1,000	\$7,500.00

Visitor Center Accessible Parking & Service Area					\$57,500.00
Perious Pavers	SF	\$15.00	2,400	\$36,000.00	
Signage	LS	\$1,500.00	1	\$1,500.00	
Parking Lot Lighting	EA	\$2,800.00	2	\$5,600.00	
Concrete Drive Lane	SF	\$6.00	2,400	\$14,400.00	
Woodland Knoll Shelter					\$35,100.00
Building	SF	\$50.00	600	\$30,000.00	
Picnic Tables	EA	\$850.00	6	\$5,100.00	
Utilities					\$385,000.00
Sanitary Sewer	LS	\$145,000.00	1	\$145,000.00	
Stormwater	LS	\$60,000.00	1	\$60,000.00	
Water	LS	\$60,000.00	1	\$60,000.00	
Site Electrical (for lighting and bldgs)	LS	\$120,000.00	1	\$120,000.00	
Phase 1 Subtotal					\$2,876,485.00
Phase 2 Subtotal					\$8,125,220.00
Grand Subtotal					\$11,001,705.00
Unforeseen Contingency Conceptual Level @ 25%					\$2,750,426.25
Permitting/Fees @ 5%					\$687,606.56
Landscape Architecture, Engineering, and Architectural Fees @ 12%					\$1,650,255.75
Archaeology Phase 1					\$15,000.00
Archaeology Phase 2					\$25,000.00
GRAND TOTAL					\$16,129,993.56
* Assume Inflation Rate of 3.33% per year past 2019					
SF Square Feet					
AL Allowance					
LS Lump Sum					
EA Each					

BEAUFORT COUNTY, SOUTH CAROLINA
LOCAL HOSPITALITY TAX
Fiscal year 2020 as of June 30, 2020
Preliminary and Unaudited

Revenues

Local Hospitality Tax	\$ 2,339,845
Interest	
Total Revenues	2,339,845

Expenditures

Personnel	40,782
Purchased Services	16,383
Supplies	344
Santa Elena parking lot lease (County Courthouse, 1501 Bay Street Ordinance 2018/19)	49,900
Spanish Moss Trails and Wimbee Creek Fishing Pier Inspections	21,667
Open Land Trust (Capers Creek Access Purchase Ordinance 2020/10)	25,000
Heyward House Museum and Welcome Center Improvements (Ordinance 2020/10)	10,000
Campbell Chapel Community Development (Ordinance 2020/10)	140,000
Friends of Hunting Island Virtual Lighthouse (Ordinance 2020/10)	65,000
Port Royal Sound Foundation Multi Purpose Pavilion (Ordinance 2020/10)	500,000
Beaufort County Spanish Moss Trail Planning (Ordinance 2020/10)	10
Total Expenditures	869,086

Excess of revenue over expenditures	1,470,759
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Other Financing Sources (Uses)

Transfer to General Fund (Note 1)	(1,500,000)
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Net Change in Fund Balance	(29,241)
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Fund Balance, Beginning	2,351,748
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Fund Balance, Ending	\$ 2,322,507
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Encumbrances

Factory Creek Boat Ramp, Whitehall (Ordinances 2017/33 and 2018/43)	(77,759)
Beaufort County CC Haigh Landing Improvements (Ordinance 2020/10)	(196,000)
Beaufort County Spanish Moss Trail Planning (Ordinance 2020/10)	(159,990)
Projected Fund Balance after Encumbrances	\$ 1,888,758

Note 1: The general fund provides for law enforcement and other public safety services in which police protection of tourist facilities is one of the purposes of the local hospitality tax.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Multi-County Industrial Park (MCIP) Agreement, Trask East Solar Property

Council Committee:

Finance Committee

Meeting Date:

August 17, 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. Currently this project is approved for a FILOT agreement between the company, Trask East Solar LLC and the County. In order for this project to enjoy the FILOT benefits it needs to be included in an MCIP. This proposal is working its way through Jasper County's processes.

Points to Consider:

A contingency of this fee agreement between Trask East Solar, LLC and Beaufort County is that Beaufort County places the property involved in the project under a Multi County Industrial Park designation. This MCIP Agreement would be between Beaufort County and Jasper County and would allow for the SSRC detailed in the fee agreement to be in effect.

Funding & Liability Factors:

Allocation of revenue would be 99% to Beaufort County and 1% to Jasper County in the Beaufort County portion of the park and 99% to Jasper County and 1% to Beaufort County in the Jasper County portion of the park. This project would fall within the Beaufort County portion of the park.

Council Options:

Recommend MCIP agreement between Beaufort County and Jasper County to full County Council.

Recommendation:

The BCEDC recommends moving forward with the MCIP.

ORDINANCE NO. 2020/___

AN ORDINANCE TO AUTHORIZE AND APPROVE A MULTI-COUNTY PARK AGREEMENT BY AND BETWEEN BEAUFORT COUNTY AND JASPER COUNTY RELATING TO THE TRASK EAST SOLAR, LLC, PROJECT; TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN BEAUFORT COUNTY.

Be it ordained by the Council of Beaufort County, South Carolina:

Section 1. Findings and Determinations; Purpose.

(a) The Council finds and determines that:

(1) the County is authorized by art. VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (“multi-county parks”);

(2) Trask East Solar, LLC, acting for itself, one or more affiliates or other project sponsors (collectively, the “Company”), has indicated its intention to locate a facility in Beaufort County, conditioned in part on the placement of the Company property into a multi-county park; and

(3) the use of multi-county parks is important in attracting and encouraging the investment and retention of capital and the retention and creation of jobs in the County.

(b) It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Jasper County for the Company property located in Beaufort County (the “Park”).

Section 2. Approval of Park Agreement; Authority of Officials.

(a) The Council Chair is authorized, empowered and directed, in the name of and on behalf of Beaufort County, to execute, acknowledge, and deliver a Multi-County Park Agreement between Beaufort County, South Carolina and Jasper County, South Carolina (Trask East Solar, LLC, Property) (the “Park Agreement”). The Clerk to Council is authorized to attest the execution of the Park Agreement by the Council Chair. The form of the Park Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Park Agreement are incorporated into this ordinance as if the Park Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Park Agreement and all of its terms, provisions and conditions. The Park Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair determines, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Park Agreement.

(b) Prior to the execution of the Park Agreement as provided in subsection (a) of this

Section 2, the Council Chair is authorized and directed to remove any property from the schedule of properties proposed to be included in the Park if at such time the property is located inside the boundaries of a municipality and the municipality has not consented to the creation of the Park as required by Section 4-1-170(C) of the Code of Laws of South Carolina 1976, as amended, unless the property was previously included in another multi-county park.

(c) Notwithstanding the provisions of subsection (a) of this Section 2, the Council Chair is authorized to execute the Park Agreement only upon the public announcement, including revelation of the company name, by the Company of its intentions to locate and develop the project on the property described in the Park Agreement.

Section 3. Payment of Fee in Lieu of Tax.

The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Beaufort County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Beaufort County and the portion of fee in lieu of *ad valorem* taxes allocated pursuant to the Park Agreement to Jasper County shall be thereafter paid by the Treasurer of Beaufort County to the Treasurer of Jasper County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. With respect to properties located in the Jasper County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County and the portion of the fee in lieu of *ad valorem* taxes allocated pursuant to the Park Agreement to Beaufort County shall thereafter be paid by the Treasurer of Jasper County to the Treasurer of Beaufort County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 4. Applicable Ordinances and Regulations.

Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff's Department of Beaufort County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff's Department of Jasper County. If any of the Park properties located in either Beaufort County or Jasper County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement

jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Distribution of Revenue.

(a) Revenues generated from industries or businesses located in the Beaufort County portion of the Park to be retained by Beaufort County shall be distributed within Beaufort County in accordance with this subsection:

(1) First, unless Beaufort County elects to pay or credit the same from only those revenues which Beaufort County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by Beaufort County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended;

(2) Second, at the option of Beaufort County, to reimburse Beaufort County for any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Beaufort County; and

(3) Third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

(c) Revenues generated from industries or businesses located in the Jasper County portion of the Park shall be retained by Beaufort County.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Beaufort County Code or other Beaufort County orders, resolutions and ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

DONE this __ day of _____ 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chair

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading: _____, 2020/ Vote ___
Public Hearing: _____, 2020
Second Reading: _____, 2020/ Vote ___
First Reading: _____, 2020/ Vote ___

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Exhibit A to Ordinance No. 2020/ ____

**Multi-County Park Agreement
(Trask East Solar, LLC, Property)
between
Beaufort County, South Carolina and Jasper County, South Carolina**

See attached.

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**MULTI-COUNTY PARK AGREEMENT
(Trask East Solar, LLC, Property)**

between

BEAUFORT COUNTY, SOUTH CAROLINA

and

JASPER COUNTY, SOUTH CAROLINA

Dated as of _____, 2020

**Multi-County Park Agreement
(Trask East Solar, LLC, Property)**

This MULTI-COUNTY PARK AGREEMENT (TRASK EAST SOLAR, LLC, PROPERTY) is made and entered into as of the ___ day of _____, 2020, by and between BEAUFORT COUNTY, SOUTH CAROLINA (“Beaufort County”) and JASPER COUNTY, SOUTH CAROLINA (“Jasper County”) (collectively, Beaufort County and Jasper County are the “Parties”), each a body politic and corporate, a political subdivision of the State of South Carolina (“Park Agreement”).

In consideration of the mutual agreements, representations and benefits contained in this Park Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Beaufort County and Jasper County agree as follows:

1. Effective Date. This Park Agreement is effective at 12:00 a.m. (midnight), December 31, 2020 (the “Effective Date”).

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the “MCP Law”), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Beaufort County authorized and approved this Park Agreement by passage of Ordinance No. 2020/___ and Jasper County authorized and approved this Park Agreement by passage of Ordinance No. ___-___.

3. Purpose. The purpose of this Park Agreement is to (i) provide for the establishment of a multi-county park in accordance with the MCP Law consisting of the Trask East Solar, LLC, property located in Beaufort County, and (ii) encourage the investment of capital and the creation of jobs in Beaufort County and Jasper County.

4. Agreement to Develop Park. The Parties agree to jointly develop an industrial and business park in accordance with the MCP Law and the terms and conditions of this Park Agreement (the “Park”).

5. The Park. (A) *Location*. The Park consists of the Trask East Solar, LLC, property located in Beaufort County, as further identified in Exhibit A (Beaufort County) to this Park Agreement, and property located in Jasper County, as further identified in Exhibit B (Jasper County), to this Park Agreement. The Park may consist of non-contiguous properties within each county. The Parties acknowledge that on the Effective Date, the Park does not contain any property located in Jasper County.

(B) *Addition and Removal of Property*.

(1) *County Action*. Property may be added to or removed from the Park by ordinance of the county in which the subject property is located, provided that the host county shall provide notice to the non-host county as well as revised exhibits pursuant to subsection (2) below.

(2) *Revised Exhibits*. If property is added to or removed from the Park, this Park Agreement is deemed amended and a revised Exhibit A (Beaufort County) or Exhibit B (Jasper County), as applicable, shall be prepared by the county in which the added or removed property is located. The revised exhibit must contain a description or other identification of the properties included in the Park, after the addition or removal. A copy of the revised exhibit shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Beaufort County and Jasper County.

(3) Public Hearings and Notice. Prior to the adoption by either county of an ordinance authorizing the removal of property from the Park, the county council in the county in which the property to be removed is located, shall hold a public hearing. The county that will conduct the public hearing must give notice of the public hearing by publication in a newspaper of general circulation in the county in which the public hearing will be held at least once and not less than fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to the public hearing upon the owner of the real property and, if applicable and known, the lessee of any real property which would be removed from the Park.

6. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Park Agreement and the MCP Law an amount equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of the property within the Park (“Fee in Lieu of Taxes” or “FILOT”).

7. Allocation of Expenses. Beaufort County and Jasper County shall bear the expenses for the development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	100%
(2)	Jasper County	0%

If property is in the Jasper County portion of the Park:

(1)	Beaufort County	0%
(2)	Jasper County	100%

8. Allocation of Revenues. Beaufort County and Jasper County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	99%
(2)	Jasper County	1%

If property is in the Jasper County portion of the Park:

(1)	Beaufort County	1%
(2)	Jasper County	99%

9. Revenue Allocation Within Each County.

(A) Host County. Revenues generated by the Park through the payment of Fee in Lieu of Taxes shall be distributed to Beaufort County and to Jasper County, as applicable, according to the proportions established by Paragraph 8 of this Park Agreement. With respect to revenues allocable to Beaufort County or Jasper County by way of FILOT generated within the respective county (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-

generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received between operations and debt service of the taxing entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the council of the Host County.

(B) *Non-Host County*. Revenues allocable to Beaufort County by way of FILOT generated within Jasper County shall be distributed solely to Beaufort County. Revenues allocated to Jasper County by way of FILOT generated within Beaufort County shall be distributed solely to Jasper County.

10. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. The Parties agree that the entry by Beaufort County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as amended (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Beaufort County portion of the Park and the terms of those agreements shall be at the sole discretion of Beaufort County. The Parties further agree that entry by Jasper County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Jasper County portion of the Park and the terms of those agreements shall be at the sole discretion of Jasper County.

11. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Beaufort County and Jasper County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 8 and 9 of this Park Agreement.

12. Applicable Regulations. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply.

13. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff’s Department of Jasper County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff’s Department of Beaufort County. If any of the Park properties located in either Jasper County or Beaufort County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

14. Severability. If any provision or any part of a provision of this Park Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Park Agreement.

15. Amendments. The provisions of this Park Agreement may be modified or amended only in a writing signed by the Parties.

16. Headings and Catch Lines. The headings of the paragraphs and subparagraphs of this Park Agreement are inserted for convenience only and do not constitute a part of this Park Agreement.

17. Governing Law. This Park Agreement, and all documents executed in connection with it, shall be construed in accordance with and governed by the laws of the State of South Carolina.

18. Counterparts. This Park Agreement may be executed in any number of counterparts, and all of the counterparts taken together constitute one and the same instrument.

19. Binding Agreement. This Park Agreement is binding upon and shall inure to the benefit of the respective Parties.

20. Merger. This Park Agreement, and all documents executed in connection with it, express the entire understanding and all agreements of the Parties with each other, and neither Beaufort County nor Jasper County has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Park Agreement.

21. Waiver. Either party may waive compliance by the other party with any term or condition of this Park Agreement only in a writing signed by the waiving party. The failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

22. Termination.

(A) *Duration and Renewal.* This Park Agreement commences on the Effective Date and ends on the later of December 31, 2051 or one year following the termination date of the Fee in Lieu of *Ad Valorem* Tax Agreement between Beaufort County, South Carolina and Trask East Solar, LLC, dated as of _____, 2020.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Park Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Park Agreement.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESS our hands and seals as of the date first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Joseph Passiment, Chair, County Council

ATTEST:

Sarah W. Brock, Clerk to Council

JASPER COUNTY, SOUTH CAROLINA

By: _____
Henry Etheridge, Chair, County Council

ATTEST:

Tisha L. Williams, Acting Clerk to Council

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EXHIBIT A (Beaufort County)

**Beaufort County Property
December 31, 2020
TRASK EAST SOLAR, LLC, PROPERTY**

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, as more fully described below.

PARCEL 1

DESCRIPTION IS OF THE HAROLD E TRASK, JR PROPERTY; TAX PARCEL R100 020 000 119A; RECORDED IN DEED BOOK 3435, PAGE 888 AT THE BEAUFORT COUNTY, SOUTH CAROLINA CLERK OF COURT.

COMMENCING AT AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING A SECTION CORNER AND HAVING A SOUTH CAROLINA GRID COORDINATE OF N: 231,614.700 AND E: 2,077,560.356; THENCE S 87°57'52" E FOR A DISTANCE OF 652.93 FEET TO A CALCULATED POINT, SAID POINT BEING A COMMON CORNER WITH THE BEAUFORT COUNTY & CITY PROPERTY; THENCE S 00°00'00" E FOR AS DISTANCE OF 580.35 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING A COMMON CORNER WITH THE BEAUFORT COUNTY PROPERTY; THENCE N 90°00'00" W FOR A DISTANCE OF 389.56 FEET TO A POINT; THENCE S 00°00'00" E FOR A DISTANCE OF 526.95 FEET TO AN EXISTING IRON PIPE; THENCE N 90°00'00" E FOR A DISTANCE OF 267.68 FEET TO A POINT; THENCE S00°00'00" E FOR A DISTANCE OF 221.68 FEET TO A POINT; THENCE N 90°00'00" W FOR A DISTANCE OF 649.37 FEET TO A POINT; THENCE S 00°00'00"W FOR A DISTANCE OF 1320.47 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE LAVONIA EVELYN GREEN-SMALLS PROPERTY; THENCE S 89°53'47" W FOR A DISTANCE OF 660.88 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE ROBERT A HOLMES PROPERTY AND THE ARNOLD FRANKLIN & LUCINDA DELOACH PROPERTY; THENCE S 89°56'44" W FOR A DISTANCE OF 364.51 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE EDWARD FRANKIE SINGLETON PROPERTY; THENCE S 89°48'25" W FOR A DISTANCE OF 296.18 FEET TO A CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE ROBERT L & AMY J FETZER PROPERTY; THENCE N 89°42'18" W FOR A DISTANCE OF 133.78 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING ON THE NORTHERN RIGHT OF WAY OF BAY PINES ROAD; THENCE FOLLOWING A CURVE TO THE LEFT WITH A RADIUS OF 1819.97' AND A CHORD BEARING OF N 61°23'03" W FOR A DISTANCE OF 374.42 FEET TO A POINT; THENCE N 67°42'32" W FOR A DISTANCE OF 324.72 FEET TO A POINT; THENCE FOLLOWING A CURVE TO THE LEFT WITH A RADIUS OF 677.94 FEET AND A CHORD DIRECTION OF S 87°34'20" W FOR A DISTANCE OF 561.76 FEET TO AN EXISTING REBAR, SAID REBAR BEING ON THE EASTERN RIGHT OF WAY OF PARKER DRIVE; THENCE FOLLOWING AFORESAID RIGHT OF WAY N 00°08'06" E FOR A DISTANCE OF 3,826.90 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 705.13' AND A CHORD DIRECTION OF N 13°07'23" E FOR A DISTANCE OF 311.52 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 759.87 FEET AND A CHORD DIRECTION OF N 64°17'05" E FOR A DISTANCE OF 529.82 FEET OT A POINT; THENCE N 83°03'10" E FOR A DISTANCE OF 2,205.31 FEET TO AN EXISTING REBAR, SAID REBAR BEING A COMMON CORNER WITH HIGHLANDER INCORPORATED PROPERTY; THENCE S 19°28'00" W FOR A DISTANCE OF 57.67 FEET TO A POINT; THENCE S 65°42'00" E FOR A DISTANCE OF 2,367 FEET TO A POINT, SAID POINT BEING ON A PORT ROYAL RAILROAD RIGHT OF WAY; THENCE ALONG AFORESAID RIGHT OF WAY, S 19°44'56" E FOR A DISTANCE OF 443.30 FEET TO A POINT, SAID POINT BEING A COMMON CORNER WITH THE THOMAS CONCRETE OF SC, INC PROPERTY; THENCE S 58°14'53" W FOR A DISTANCE OF 585.59 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING A COMMON CORNER WITH THE ROBERT B GLOVER PROPERTY; THENCE S 19°42'51" E FOR A DISTANCE OF 694.88 FEET TO AN EXISTING REBAR, SAID REBAR BEING A COMMON CORNER WITH THE BEAUFORT COUNTY & CITY PROPERTY; THENCE N 90°00'00" W FOR A DISTANCE OF 920.99 FEET THE POINT AND PLACE OF BEGINNING, CONTAINING 417.98 ACRES, MORE OR LESS.

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EXHIBIT B (Jasper County)

**Jasper County Property
December 31, 2020**

NONE

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ORDINANCE 2020/ ____**AN ORDINANCE AUTHORIZING THE ABANDONMENT OF AN EXISTING DRAINAGE EASEMENT AND THE ACCEPTANCE OF A RELOCATED DRAINAGE EASEMENT ON PROPERTY OWNED BY THE SAME GRANTOR**

WHEREAS, Beaufort County currently owns a drainage easement over lot 11 in Sheldon Farms with a street address of 34 Huspah Court North and identified as TMS R700 019 000 0147 0000; the property is presently owned by Fletcher Martin Valentine and Kathryn Rumble Valentine; and

WHEREAS, a drainage easement on the property was recorded with Beaufort County Register of Deeds in Book 2725/ Pages 714-716 on May 22, 2008; and

WHEREAS, Beaufort County Stormwater staff has determined that the easement location does not correspond with the location of the existing drainage ditch; and

WHEREAS the parties desire to correct the record so that the recorded easement properly and accurately reflects the location of the drainage ditch; this will require the parties to abandon the easement as recorded in Deed Book 2725/ Pages 714-716 and relocate the easement as set forth in the easement agreement which is attached hereto as Exhibit "A"; and

WHEREAS, S.C. Code Ann. §4-9-130 requires the transfer of any interest in real property owned by the County to be authorized by adoption of an Ordinance of Beaufort County Council.

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

The County Administrator is hereby authorized to execute any and all documents necessary to abandon the drainage easement over lot 11 in Sheldon Farms with a street address of 34 Huspah Court North and identified as TMS R700 019 000 0147 0000 owned by Fletcher Martin Valentine and Kathryn Rumble Valentine in exchange for a corrected easement as shown in Exhibit "A" which is attached hereto.

DONE 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:

Exhibit "A"
Grant of Easement Agreement for Relocated Drainage
Easement at 34 Huspah Court North

Exhibit "A"

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**GRANT OF EASEMENT
AGREEMENT**

THIS GRANT OF EASEMENT AGREEMENT (the "Agreement") is made and entered into as of _____ day of _____, 20____ ("Effective Date"), by and between , **FLETCHER MARTIN VALENTINE & KATHRYN RUMBLE VALENTINE** ("Grantor") and **Beaufort County** ("Grantee") and hereinafter referred to collectively as the "Parties".

WHEREAS, the Grantor is the current owner of fee simple title to the real property known as **R700 019 000 0147 0000** and situated at 34 HUSPAH CT N, IN BEAUFORT COUNTY, SC and incorporated herein by reference (the "Property"); and

WHEREAS, the Grantee and Grantor desire to improve the stormwater drainage system to the benefit of the Property and the surrounding Beaufort County property owner's land, and to comply with its federally required MS4 permit; and

WHEREAS, the Parties desire to establish a perpetual non-exclusive easement for the purposes of the construction, operation, maintenance, and/or reconstruction of a stormwater drainage system.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) or the benefit of the portion of improved drainage on Grantor's land and elsewhere, the Parties do hereby agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee, its successors and assigns, for the benefit and use of Grantee and its employees, agents, lessees, licensees and invitees, a non-exclusive, perpetual, transmissible, appendant easement in, over, and upon the Property which runs with the land and is further described as provided in this Agreement.
2. Stormwater Drainage Easement Area. The stormwater drainage easement area (hereinafter "the Easement") is 10 feet at a point where the northeast property line abuts Huspah Court North running in a northern direction to the northwestern property line at which point the easement width increases to 30 feet running along the northern property line in a southeastern direction to the marsh and is further described as provided in Exhibit A.
3. Use of Easement Terms.
 - a. The Easement includes the right of ingress and egress at any time over and upon the Property, for the purpose of constructing, improving, or maintaining the stormwater drainage system as described in this Agreement.
 - b. Grantor hereby grants to Grantee the Easement for the purpose of:
 - i. Constructing, installing, maintaining, and/or the reconstruction of (collectively hereinafter the "Work") a stormwater drainage system, including but not limited to, a ditch, berm, pipe, basin, and other best management practices necessary to improve the stormwater drainage system; and
 - ii. Excavating, widening, deepening, straightening, laying pipe, and other best management practices necessary in connection with improving the stormwater drainage system; and
 - iii. Clearing and removing all brush and trees to a width necessary to improve the

stormwater drainage system

- c. If the Grantor desires to salvage levees, fences, culverts, or bridges that interfere with the work of the stormwater drainage system, he will have the opportunity to do so prior to the Grantee commencing work.
 - d. If the Grantor desires to salvage merchantable timber from the area to be cleared, he will do so prior to the time the contractor begins work. It is understood that the Grantee will provide notice to Grantor at least (10) days in advance of construction.
 - e. Grantor shall not disrupt the operations of the Grantee during its use of the Easement. Grantor shall not place or permit any structures, including but not limited to, buildings, fences, signs, bridges, or other obstructions that would prevent use of the Easement by the Grantee.
 - f. Grantee will not use or permit the use of the Easement, or any other rights arising pursuant this Agreement, in any manner that conflicts with this Agreement.
 - g. Grantor shall indemnify and hold harmless Grantee and its employees, agents, lessees and invitees from and against any claim, cost, loss or damage arising out of, or resulting from, use of the Easement by Grantor or their agents, lessees, licensees and invitees; provided however, Grantor will not have any obligation to indemnify Grantee to the extent the loss, cost, or damage arises out of, or results from the negligence or willful misconduct of Grantee.
4. Maintenance. The Grantee shall maintain the Easement, at no additional cost to the Grantor, in accordance to Beaufort County Storm Water Management standards.
 5. Covenants Running with the Land. All rights, privileges, benefits and burdens created herein are covenants and agreements running with the land, and bind and inure to the benefit and burden of Grantor, Grantee and their respective successors and assigns, so long as it is used for the purpose of improving and maintaining the stormwater drainage system.
 6. Successors and Assigns. Except as otherwise provided herein, this Agreement shall extend to and bind the Parties and each of their respective heirs, personal representatives, successors and assigns.
 7. Authority. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
 8. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

WITNESSES:

Grantor's Signature

(2) _____
(Signature of Witness #1)

(1) _____
FLETCHER MARTIN VALENTINE

(3) _____
(Signature of Witness #2 – the Notary Public)

(1) _____
KATHRYN RUMBLE VALENTINE

STATE OF _____)
COUNTY _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that FLETCHER MARTIN VALENTINE & KATHRYN RUMBLE VALENTINE personally appeared before me this day and, in the presence of the two witnesses named above, acknowledged the due execution of the foregoing instrument.

Sworn to and Subscribed before me
on this _____ Day of _____, 20__.

(4) _____
Notary Public for _____
My Commission Expires: _____

County Use Only
Location: Beaufort County
Township: Sheldon
Tax Map No. 19 Parcel No. 147

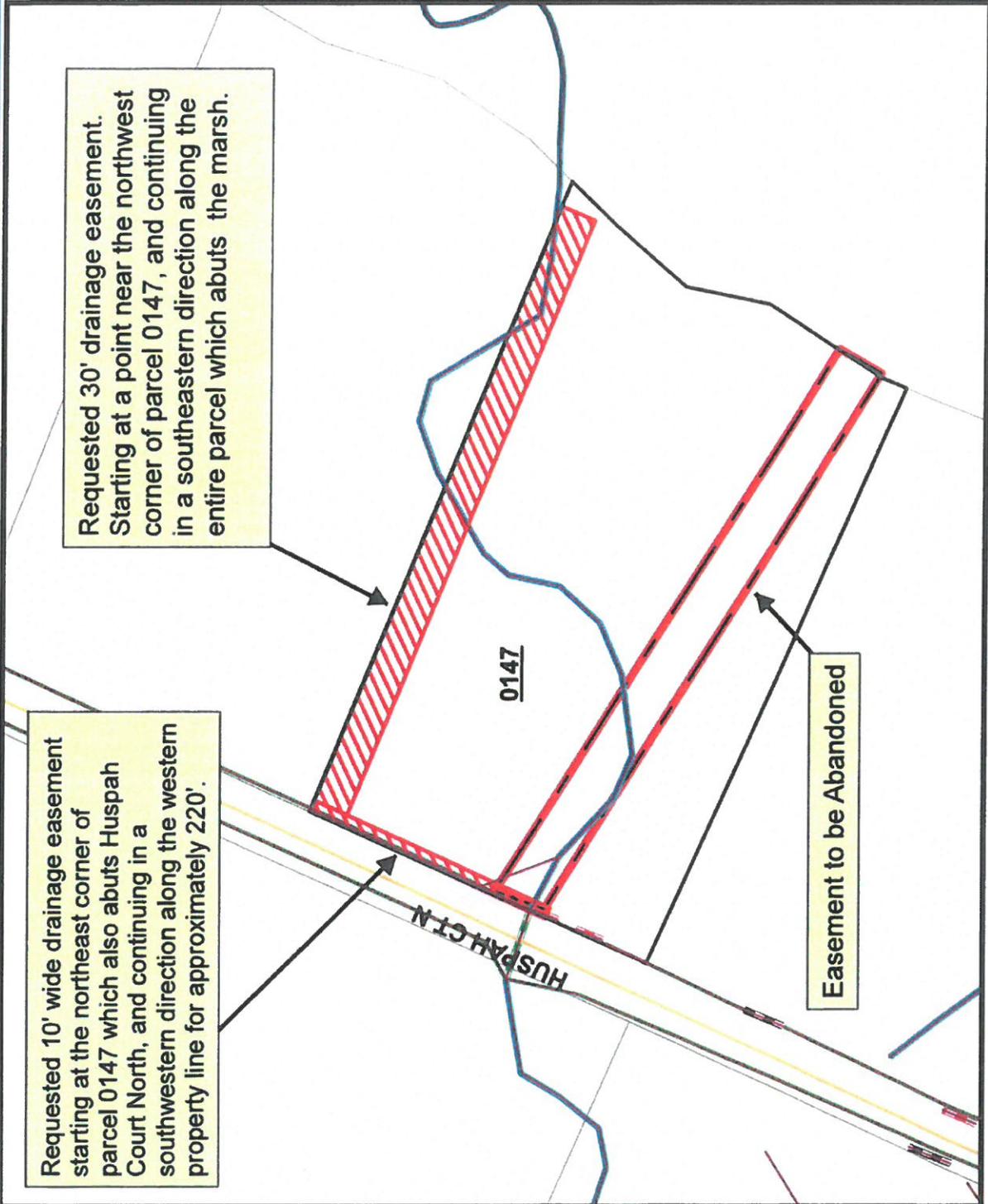
(Exhibit "A")
R700 -019
Huspah Court North

Activity: Drainage
Easement Request

Township:
Sheldon

Legend

- River
- Creek/Stream
- River/Creek/Marsh BANK
- Channel Pipe
- Roadside
- Roadside Pipe
- Road Pipe
- Crossline Pipe
- Driveway Pipe
- Lateral
- Lateral Pipe
- Access Pipe
- Bleeder Pipe
- Channel (aka Outfall)
- Easements
- Ditch to be Constructed
- Requested Esmt
- Affected Parcels
- Parcels



Requested 30' drainage easement.
Starting at a point near the northwest
corner of parcel 0147, and continuing
in a southeastern direction along the
entire parcel which abuts the marsh.

Requested 10' wide drainage easement
starting at the northeast corner of
parcel 0147 which also abuts Huspah
Court North, and continuing in a
southwestern direction along the western
property line for approximately 220'.

Easement to be Abandoned



1 inch = 126 feet

Prepared By: Beaufort Co. Stormwater Management Utility
Print Date: 4/3/2020
File - C:\stormwater\drainage\R700-19_HuspahCourtNorth

ORDINANCE 2020/ ____

AN ORDINANCE AUTHORIZING THE ABANDONMENT OF AN EXISTING DRAINAGE EASEMENT AND THE ACCEPTANCE OF A RELOCATED DRAINAGE EASEMENT ON PROPERTY OWNED BY THE SAME GRANTOR

WHEREAS, Beaufort County currently owns a drainage easement over lot 11 in Sheldon Farms with a street address of 34 Huspah Court North and identified as TMS R700 019 000 0147 0000; the property is presently owned by Fletcher Martin Valentine and Kathryn Rumble Valentine; and

WHEREAS, a drainage easement on the property was recorded with Beaufort County Register of Deeds in Book 2725/ Pages 714-716 on May 22, 2008; and

WHEREAS, Beaufort County Stormwater staff has determined that the easement location does not correspond with the location of the existing drainage ditch; and

WHEREAS the parties desire to correct the record so that the recorded easement properly and accurately reflects the location of the drainage ditch; this will require the parties to abandon the easement as recorded in Deed Book 2725/ Pages 714-716 and relocate the easement as set forth in the easement agreement which is attached hereto as Exhibit "A"; and

WHEREAS, S.C. Code Ann. §4-9-130 requires the transfer of any interest in real property owned by the County to be authorized by adoption of an Ordinance of Beaufort County Council.

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

The County Administrator is hereby authorized to execute any and all documents necessary to abandon the drainage easement over lot 11 in Sheldon Farms with a street address of 34 Huspah Court North and identified as TMS R700 019 000 0147 0000 owned by Fletcher Martin Valentine and Kathryn Rumble Valentine in exchange for a corrected easement as shown in Exhibit "A" which is attached hereto.

DONE 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:



ITEM TITLE:
Ordinance for a Zoning Map Amendment/Rezoning Request for 3 parcels (R600 021 000 0003 0000; R600 021 000 002A 0000; R600 021 000 003A 0000) on Graves Road from T2 Rural to C3 Neighborhood Mixed-Use; Applicant: Judy Graves, Kevin Graves, Jan McKim
MEETING NAME AND DATE:
County Council Meeting for September 14, 2020
PRESENTER INFORMATION:
Eric Greenway Director, Planning and Zoning (5 min.)
ITEM BACKGROUND:
<i>On July 6, 2020, the Planning Commission voted to recommend denial of the request on a 5:3 vote.</i>
<i>On August 31, 2020, the NRC voted to recommend approval of the request on a 6:4 vote.</i>
PROJECT / ITEM NARRATIVE:
C. EXISTING ZONING: All three parcels are currently zoned T2 Rural, which permits residential development at a density of one dwelling unit per 3 acres in addition to agricultural uses and limited retail.
D. PROPOSED ZONING: The Neighborhood Mixed Use (C3) zoning district provides for moderate density residential development, averaging under three units per acre. Densities by use range from 2.6 dwelling units per acre for single family detached and attached, to 12 units per acre for multi-family with a maximum of 80 units. It also allows for limited office/service uses and gas stations.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve the Zoning Map Amendment/Rezoning Request for 3 parcels (R600 021 000 0003 0000; R600 021 000 002A 0000; R600 021 000 003A 0000) on Graves Road from T2 Rural to C3 Neighborhood Mixed-Use; Applicant: Judy Graves, Kevin Graves, Jan McKim
Motion to deny Zoning Map Amendment/Rezoning Request for 3 parcels (R600 021 000 0003 0000; R600 021 000 002A 0000; R600 021 000 003A 0000) on Graves Road from T2 Rural to C3 Neighborhood Mixed-Use; Applicant: Judy Graves, Kevin Graves, Jan McKim



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Contract award to Woolpert, Inc. for Engineering and Consulting Stormwater Services for per RFQ#063020.
MEETING NAME AND DATE:
County Council – September 28, 2020
PRESENTER INFORMATION
Jared Fralix, P.E. ACA- Engineering Neil Desai, P.E. Public Works Director (alternate) (Time Needed for Item Discussion = 5 minutes)
ITEM BACKGROUND:
September 9, 2020 – This item was presented at the Stormwater Management Utility Board September 21, 2020 – This item was unanimously approved at Public Facilities Committee
PROJECT / ITEM NARRATIVE:
On June 30, 2020, Beaufort County received ten (10) qualifications/proposals for the Stormwater Engineering Consulting Services. This service includes opportunity to submit a proposal that contains a scope of services for providing various support services to the Beaufort County Administration with the implementation and management of the Stormwater Program. The service contract is for one (1) year of consulting services, which is estimated to end on October 1, 2021. The evaluation committee consisting of: Jared Fralix, Assistant County Administrator, Engineering; Katie Herrera, Assistant Stormwater Manager, Neil Desai, Public Works Director, evaluated the proposals from the following firms listed below. After reviewing the evaluating the written submittals, the committee elected to interview the top two (2) firms for an initial interview. After the interviews and final scoring, the evaluation committee unanimously ranked Woolpert, Inc., as the number one ranked firm and recommends them for the contract award.
FISCAL IMPACT:
Use Stormwater Utility Funds from Account # 50250013-51160 (Professional Services). \$243,000 budgeted for FY21. Individual tasks/projects will be assigned to the consultant as the need arises for the management of the Stormwater Division.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the contract award to Woolpert, Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to approve contract award to Woolpert, Inc. for Engineering and Consulting Stormwater Services for per RFQ#063020. Motion to deny contract award to Woolpert, Inc. for Engineering and Consulting Stormwater Services for per RFQ#063020.
(Next Step – Staff to initiate contract with consultant)



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Contract award recommendation for RFQ#063020 Engineering and Consulting Services for Public Work's Stormwater Division
MEETING NAME AND DATE:
Public Facilities Committee on September 21, 2020
PRESENTER INFORMATION:
Jared Fralix, P.E.; ACA - Engineering
ITEM BACKGROUND:
New contract for consulting services for the Stormwater Division.
PROJECT / ITEM NARRATIVE:
On June 30, 2020, Beaufort County received ten (10) qualifications/proposals for the Stormwater Engineering Consulting Services. This service includes opportunity to submit a proposal that contains a scope of services for providing various support services to the Beaufort County Administration with the implementation and management of the Stormwater Program. The service contract is for one (1) year of consulting services, which is estimated to end on October 1, 2021. The evaluation committee consisting of: Jared Fralix, Assistant County Administrator, Engineering; Katie Herrera, Assistant Stormwater Manager, Neil Desai, Public Works Director, evaluated the proposals from the following firms listed below. After reviewing the evaluating the written submittals, the committee elected to interview the top two (2) firms for an initial interview. After the interviews and final scoring, the evaluation committee unanimously ranked Woolpert, Inc., as the number one ranked firm and recommends them for the contract award.
FISCAL IMPACT:
Use Stormwater Utility Funds from Account # 50250013-51160 (Professional Services). \$243,000 budgeted for FY21. Individual tasks/projects will be assigned to the consultant as the need arises for the management of the Stormwater Division.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the contract award.
OPTIONS FOR COUNCIL MOTION:
<i>Recommend contract award to Woolpert, Inc. to provide stormwater support & design services for the Stormwater Division.</i>



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: New Contract as a Result of Solicitation
Recommendation of Contract Award for RFQ 063020, Stormwater Engineering and Consulting Services for Public Work's Stormwater Department

DATE: 09/21/2020

BACKGROUND:

On June 30, 2020, Beaufort County received ten (10) qualifications/proposals for Stormwater Engineering Consulting Services. This service includes the opportunity to submit a proposal that contains a scope of services for providing various support services to the Beaufort County Administration with the implementation and management of the Stormwater Program. The service contract is for one (1) year of consulting services which is estimated to end on October 1, 2021. The evaluation committee consisting of Jared Fralix, Assistant County Administrator, Engineering; Katie Herrera, Assistant Stormwater Manager; Neil Desai, Public Works Director, evaluated the proposals from the following firms listed below. After reviewing the written submittals, the committee elected to interview the top two (2) firms for an initial interview. After the interviews and final scoring, the evaluation committee unanimously ranked Woolpert, Inc., as the number one ranked firm and recommends them for the contract award.

FIRMS FINAL RANKING:

- 1. Woolpert, Inc., Mount Pleasant, SC
- 2. Thomas & Hutton, Savannah, GA
- 3. McCormick Taylor, LLC, Columbia, SC
- 4. Four Waters Engineering, Jacksonville, FL
- 5. WK Dickson, Greenville, SC
- 6. Cranston Engineering Group, Bluffton, SC.
- 7. Wood, Columbia, SC
- 8. Goodwyn Mills Cawood, Columbia, SC
- 9. SEPI Engineering, Beaufort, SC
- 10. Mattern & Craig, Charleston, SC

VENDOR INFORMATION:

Woolpert, Inc., Mount Pleasant, SC

COST:

TBD for each project/task

Insert Addition Vendor Info.

FUNDING:

Use Stormwater Utility Funds from Account # 50250013-51160 (Professional Services). \$243,000 budgeted for FY21. Individual tasks/projects will be assigned to the consultant as the need arises for the management of the Stormwater Division.

Funding approved: Yes By: raymond.williams Date: 09/09/2020

FOR ACTION: Public Facilities Committee meeting occurring September 21, 2020.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve the contract award to Woolpert, Inc., to provide Stormwater Engineering Consulting Services for a term of one (1) year ending October 1, 2021.

Attachment: SWater.pdf 372.01 KB [Click here to attach a file](#)

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 09/16/2020

Check to override approval: Overridden by:

Override Date:

Raymond Williams, Finance Director

Approved: Yes Date: 09/09/2020

Item 11.

Jared Fralix, Assistant County Administrator, Engineering Approved: Yes Date: 09/14/2020
Check to override approval: Overridden by: Override Date: ready for admin:
Nilesh Desai, Public Works Director Approved: Yes Date: 09/10/2020
Check to override approval: Overridden by: Override Date: ready for admin:
 CC others
Approved by Committee:
Approved by Council:

After Initial Submission, Use the Save and Close Buttons



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
 106 Industrial Village Road
 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

TO: Councilwoman Brain Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Recommendation of Contract Award for RFQ #063020 Stormwater Engineering and Consulting Services for Public Work's Stormwater Department

DATE: September 21, 2020

BACKGROUND: On June 30, 2020, Beaufort County received ten (10) qualifications/proposals for the Stormwater Engineering Consulting Services. This service includes opportunity to submit a proposal that contains a scope of services for providing various support services to the Beaufort County Administration with the implementation and management of the Stormwater Program. The service contract is for one (1) year of consulting services, which is estimated to end on October 1, 2021. The evaluation committee consisting of Jared Fralix, Assistant County Administrator, Engineering; Katie Herrera, Assistant Stormwater Manager, Neil Desai, Public Works Director, evaluated the proposals from the following firms listed below. After reviewing the evaluating the written submittals, the committee elected to interview the top two (2) firms for an initial interview. After the interviews and final scoring, the evaluation committee unanimously ranked Woolpert, Inc., as the number one ranked firm and recommends them for the contract award.

FIRMS FINAL RANKING:

- | | |
|--|--|
| 1. Woolpert, Inc., Mount Pleasant, SC | 6. Cranston Engineering Group, Bluffton, SC. |
| 2. Thomas & Hutton, Savannah, GA | 7. Wood, Columbia, SC |
| 3. McCormick Taylor, LLC, Columbia, SC | 8. Goodwyn Mills Cawood, Columbia, SC |
| 4. Four Waters Engineering, Jacksonville, FL | 9. SEPI Engineering, Beaufort, SC |
| 5. WK Dickson, Greenville, SC | 10. Mattern & Craig, Charleston, SC |

COST: To be determined for each project/task..

FUNDING:

Use Stormwater Utility Funds from Account # 50250013-51160 (Professional Services). \$243,000 budgeted for FY21. Individual tasks/projects will be assigned to the consultant as the need arises for the management of the Stormwater Division.

FOR ACTION: PFC Committee meeting on September 21, 2020.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve the contract award to Woolport, Inc, to provide Stormwater Engineering Consulting Services for a term of one (1) year ending on October 1, 2021.

CC: Ashley M. Jacobs, County Administrator
 Raymond Williams, Interim CFO, Finance
 Jared Fralix, Assistant County Administrator, Engineering
 Neil Desai, Public Works Director

Att: Final Ranking Summary

RFQ 063020 Stormwater Consulting Services for Beaufort County
 INITIAL SCORE SHEET SUMMARY

<u>Evaluators</u>	<u>Name of Company</u>									
	<u>Wood (Formerly Amec Foster Wheeler)</u>	<u>Cranston Engineering</u>	<u>Four Waters Engineering</u>	<u>Goodwyn Mills Cawood</u>	<u>Mattern & Craig</u>	<u>McCormick Taylor</u>	<u>SEPI</u>	Thomas & Hutton	<u>WK Dickson</u>	<u>Woolpert</u>
Neil Desai	68	70	73	64	65	80	64	84	82	90
Jared Fralix	66	64	68	58	52	86	68	86	56	90
Katie Herrera	76	80	88	78	58	85	63	84	79	91
TOTALS:	210	214	229	200	175	251	195	254	217	271

Order	Rank Order	Score
1	Woolpert	271
2	Thomas & Hutton	254
3	McCormick Taylor	251
4	Four Waters Engineering	229
5	WK Dickson	217
6	Cranston Engineering	214
7	Wood	210
8	Goodwyn Mills Cawood	200
9	SEPI	195
10	Mattern & Craig	175



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Bid award of new packer truck for Solid Waste & Recycling
MEETING NAME AND DATE:
County Council – September 28, 2020
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA- Engineering Cindy Carter, Solid Waste & Recycling Director (Alternate) (Time needed for discussion = 5 minutes)
ITEM BACKGROUND:
September 21, 2020 – This item was unanimously approved at Public Facilities Committee
PROJECT / ITEM NARRATIVE:
The use of a packer truck in Solid Waste and Recycling operations reduces the number of pulls (cost reduction) from County convenience centers and enables the consolidation of white goods from the centers. The current 2010 Freightliner packer truck (Asset #23415) has over 374,763 miles.
FISCAL IMPACT:
FY21 Funding – 10401340-54200. \$160,000 available. Bid selection requested is \$130,516 (State contract) to Carolina International Trucks, Inc.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the bid award to Carolina International Trucks Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to approve contract award to Carolina International Trucks Inc. in the amount of \$130,516 for the purchase of one packer truck. Motion to approve contract award to Carolina International Trucks Inc. in the amount of \$130,516 for the purchase of one packer truck.
(Next Step – Staff to initiate purchase order with vendor)



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Bid award of new packer truck for Solid Waste & Recycling
MEETING NAME AND DATE:
Public Facilities Committee September 21, 2020
PRESENTER INFORMATION:
Dave Thomas, CPPO, Purchasing Director Jared Fralix, ACA- Engineering (Alternate)
ITEM BACKGROUND:
N/A
PROJECT / ITEM NARRATIVE:
The use of a packer truck in Solid Waste and Recycling operations reduces the number of pulls (cost reduction) from County convenience centers and enables the consolidation of white goods from the centers. The current 2010 Freightliner packer truck (Asset #23415) has over 374,763 miles.
FISCAL IMPACT:
FY21 Funding – 10401340-54200. \$160,000 available. Bid selection requested is \$130,516 (State contract) to Carolina International Trucks, Inc.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve and recommend to County Council the contract award of \$130,516 to purchase one packer truck from Carolina International Trucks, Inc. in support of Solid Waste & Recycling operations.
OPTIONS FOR COUNCIL MOTION:
Recommend contract award to Carolina International Trucks Inc. of \$130,516 to purchase one packer truck in support of Solid Waste & Recycling operations; or Deny contract award to Carolina International Trucks Inc. of \$130,516 to purchase one packer truck in support of Solid Waste & Recycling operations.



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: State Contract Purchase
Request to Purchase One (1) Packer Truck from State Contract for Solid Waste and Recycling Department

DATE: 09/21/2020

BACKGROUND:

The Purchasing Department received a request from the Solid Waste and Recycling Department to purchase one (1) packer truck from a state contract vendor. The new truck is a replacement for a 2010 Freightliner truck assigned to Public Works Solid Waste and Recycling Department, with over 374,763 miles of operation. The department utilizes the truck to pack trash in the containers at the convenience centers and to pick up white goods from the convenience centers. Solid Waste and Recycling requests the old packer to remain in inventory for emergency equipment use at the Bluffton convenience center.

VENDOR INFORMATION:

Carolina International Trucks, Inc., Columbia, SC

COST:

\$130,516

Insert Addition Vendor Info.

FUNDING:

Account 10401340-54200, Specialized Capital Equipment - Solid Waste. Current balance is \$160,000.

Funding approved: Yes By: raymond.williams Date: 09/03/2020

FOR ACTION:

Public Facilities Committee meeting on September 21, 2020.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contact ward of \$130,516 to purchase one (1) packer truck from Carolina International Trucks, Inc., in support of Solid Waste and Recycling operations.

Attachment: PackerTruck.pdf 2.09 MB

[Click here to attach a file](#)

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 09/04/2020

Check to override approval: Overridden by:

Override Date:

Raymond Williams, Finance Director

Approved: Yes Date: 09/03/2020

Item 12.

Jared Fralix, Director, Transportation Engineering Depart  Approved: Yes  Date: 09/04/2020 

Check to override approval: Overridden by: Override Date:  ready for admin:

CC others

Approved by Committee: 

Approved by Council: 

After Initial Submission, Use the Save and Close Buttons



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director
dthomas@bcgov.net, 843.255.2350

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Request to Purchase One Packer Truck from State Contract for Beaufort County's Solid Waste and Recycling Department

DATE: August 31, 2020

BACKGROUND: The Purchasing Department received a request from the Solid Waste and Recycling Department to purchase one Packer Truck from a State contract vendor. The new truck is a replacement for a 2010 Freightliner Truck assigned to the Public Works Department, Solid Waste and Recycling Section, with over 374,763 miles of operation. The Department utilizes the truck to pack trash in the containers at the Convenience Centers and to pick up white goods from the Convenience Centers. Solid Waste and Recycling requests the old packer to remain on inventory for emergency equipment use at the Bluffton Convenience Center.

STATE CONTRACT VENDOR INFORMATION:

COST

Carolina International Trucks, Inc., Columbia, SC

\$130,516

FUNDING: Account # 10401340-54200, Specialized Capital Equipment-Solid Waste, with a balance of \$160,000.

FOR ACTION: Public Facilities Committee meeting on September 21, 2020.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$130,516 to purchase one Packer Truck from the aforementioned vendor in support of Solid Waste and Recycling operations.

Attachment: Pricing Information

cc: Ashley Jacobs, County Administrator
Robert Bechtold, Interim Deputy County Administrator
Jared Fralix, Assistant County Administrator, Engineering
Hayes Williams, Interim Assistant County Administrator, Finance

INTERNATIONAL®

August 14, 2020

Prepared For:
 Beaufort County
 Katie Gottschalk
 120 Shanklin Rd.
 Beaufort, SC 29906-8402
 (843)470 - 2735
 Reference ID: state bid 2019

Presented By:
 CAROLINA INTERNATIONAL TRUCKS, INC
 Steve Wisner
 1619 BLUFF RD
 COLUMBIA SC 29201 -
 (803)799-4923

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2021 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 36200. Calc. GVWR: 37000 Calc. Start / Grade Ability: 26.77% / 1.59% @ 55 MPH Calc. Geared Speed: 76.9 MPH
DIMENSION:	Wheelbase: 183.00, CA: 115.90, Axle to Frame: 61.00
ENGINE, DIESEL:	{Cummins B6.7 240} EPA 2017, 240HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.25
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 275/80R22.5 Load Range H X LINE ENERGY Z (MICHELIN), 517 rev/mile, 75 MPH, All- Position
TIRE, REAR:	(4) 275/80R22.5 Load Range H X MULTI ENERGY Z (MICHELIN), 515 rev/mile, 75 MPH, All- Position
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

PETERSEN GRAPPLE LOADER

\$ 130,516

* STATE CONTRACT

INTERNATIONAL®

Vehicle Specifications
2021 HV607 SBA (HV607)

August 14, 2020

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 183.00 Wheelbase, 115.90 CA, and 61.00 Axle to Frame.
1ANA	AXLE CONFIGURATION {Navistar} 4x2 <u>Notes</u> : Pricing may change if axle configuration is changed.
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck <u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XCZ	BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle

INTERNATIONAL®

Vehicle Specifications
2021 HV607 SBA (HV607)

August 14, 2020

<u>Code</u>	<u>Description</u>
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,600-lb Capacity
5AAA	STEERING COLUMN Stationary
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BKP	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
7WCW	TAIL PIPE (1) Horizontal, Short, Exits Right Side, 90 Degree Turnout
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXD	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

INTERNATIONAL®

Vehicle Specifications
2021 HV607 SBA (HV607)

August 14, 2020

<u>Code</u>	<u>Description</u>
8WNH	RUNNING LIGHT (2) Daytime
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10RHG	DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EJN	ENGINE, DIESEL {Cummins B6.7 240} EPA 2017, 240HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber

INTERNATIONAL®**Vehicle Specifications
2021 HV607 SBA (HV607)**

August 14, 2020

<u>Code</u>	<u>Description</u>
12VBB	AIR CLEANER Dual Element
12VHJ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls, with Ignition Switch Control, for Cummins ISB/B6.7 and ISL/L9 Engines
13AVG	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAK	PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission
14AHL	AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.25
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15WHV	ANTI-SIPHON DEVICE for Single Tank; 2-Inch Diameter; Located inside Fuel Tank Fill Neck
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

INTERNATIONAL®

Vehicle Specifications
2021 HV607 SBA (HV607)

August 14, 2020

<u>Code</u>	<u>Description</u>
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16PJW	SEAT, TWO-MAN PASSENGER {National} Mid Back, Fixed Back, Vinyl, with Under Seat Storage
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16VCC	SEAT BELT All Orange; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DTH	WHEELS, FRONT {Maxion 10049} DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
28DTH	WHEELS, REAR {Maxion 10049} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
7682533285	(4) TIRE, REAR 275/80R22.5 Load Range H X MULTI ENERGY Z (MICHELIN), 515 rev/mile, 75 MPH, All-Position
7682533286	(2) TIRE, FRONT 275/80R22.5 Load Range H X LINE ENERGY Z (MICHELIN), 517 rev/mile, 75 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40SYR	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
13	ADMIN FEE
15	DOT

INTERNATIONAL®

Vehicle Specifications
2021 HV607 SBA (HV607)

August 14, 2020

<u>Code</u>	<u>Description</u>
23	WASH
24	PETERSON GRAPPLE LOADER STAND UP CONTROL

INTERNATIONAL®

Body Allied/Equipment
2021 HV607 SBA (HV607)

August 14, 2020

(US DOLLAR)

<u>Description</u>	<u>Price</u>
ADMIN FEE	\$900.00
DOT	\$51.00
WASH	\$150.00
PETERSON GRAPPLE LOADER STAND UP CONTROL	\$58,883.48

Total Body Allied/Equipment: \$59,984.48

INTERNATIONAL®

**Financial Summary
2021 HV607 SBA (HV607)**

August 14, 2020

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$123,712.00	
Service Items	\$2,150.00	
Total Factory List Price Including Options:		\$125,862.00
Freight	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$128,212.00
Less Customer Allowance:		(\$58,180.46)
Total Vehicle Price:		\$70,031.54
Total Body/Allied Equipment:		\$59,984.48
Total Sale Price:		\$130,016.02
Total Per Vehicle Sales Price:		\$130,016.02
Total Net Sales Excluding Taxes:		\$130,016.02
IMF	\$500.00	
Total Taxes:		\$500.00
Net Sales Price:		\$130,516.02

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



End User: BEAUFORT COUNTY
Contact: KATIE GOSSCHALK & BRAD MCABEE
Ship To: TRUCK DEALER OR END USER

NCSA BID # 19-03-0504RR
 NOTE: Reference Bid # on P.O.
 LINK: [NCSA Terms & Conditions](#)

Description	Contract Price
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BODY MODEL PETERSEN GRAPPLE LOADER - STANDUP CONTROL PLATFORM BODY PAINT: ORANGE BOOM	\$62,642.00
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STANDARD EQUIPMENT

BASE TRUCK MOUNT LOADER, STANDUP OPERATORS PLATFORM BEHIND THE CAB
 HOT SHIFT PTO - OPERATE IN NEUTRAL ONLY
 DUAL HYDR. PUMP
 DUAL WALK THRU CONTROLS W/ FULL WIDTH PLATFORM
 HD SWING MOTOR - DIRECT DRIVE - 150,000 IN. LBS. TORQUE, 270 DEG. ROTATION
 TELESCOPIC BOOM EXTENSION 16'-20'
 60" TRASH GRAPPLE BUCKET - SINGLE CYLINDER
 CONTINUOUS BUCKET ROTATOR
 FRAME MOUNT HYDRAULIC TANK. FULLY ACCESSORIZED W/ DROP IN FILTER
 4-WAY HYDRAULIC STABILIZERS
 LED LIGHTING PACKAGE.
 WIRE LOOM FOR BODY WIRING
 HD CONTROL BOX W/ THROTTLE, HORN & ENGINE KILL SWITCH
 BOOM UP WARNING INDICATOR W/ AUDIBLE ALARM IN CAB

OPTIONAL UPGRADES AND ACCESSORIES INCLUDED IN THIS QUOTE

DELETE TRASH BODY 1824TBS
 PETERSEN RL3 BASE LAODER
 QUADSTICK - DUAL MECHANICAL JOYSTICK CONTROLS - GREASLESS
 GRATING HEAT SHIELD UNDER OPERATORS PLATFORM.
 SINGLE CYLINDER TRASH BUCKET WITH CENTER TRAMPLE RAM
 OUTRIGGER STROBES (4) - HDHI LED
 HOSE GUARD - HEAD AND VALVE BANK - SHEILDS OPERATOR FROM HYDRAULIC HOSES.

DEALER SERVICES INCLUDED

FRIEGHT - FACTORY TO AECI
 PDI & ONE (1) LOCAL MOVE TO TRUCK DEALER OR END USER
 AECI MOBILE ON-SITE WARRANTY PKG., 1 YR
 ON-SITE TRAINING - PROVIDED BY REQUEST

Subtotal:	\$ 62,642.00
Contract Discount:	\$ (3,758.52)
Total:	\$ 58,883.48

BODY ETA:

120 Days after receipt of chassis

QUOTED BY: RYAN AMICK

DATE: 6/1/2020

EXPIRES: 7/1/2020

ADDITIONAL OPTIONS AVAILABLE**Add to Purchase Price:**

REAR VIEW CAMERA - 7" LCD MONITOR	\$ 1,260.00
WORK LIGHTS - (2) LED BOOM MOUNTED	\$ 355.00
TRAILER PACKAGE ON TRUCK	\$ 2,800.00
- HYDRAULIC PROVISIONS	
- PINTLE HITCH	
- ELECTRIC BRAKE PACKAGE	
OUTRIGGER INTERLOCK	\$ 1,180.00
- PREVENTS BOOM MOVEMENT UNTIL OUTRIGGERS ARE DEPLOYED.	
OUTRIGGER WARNING LIGHT WITH ALARM - WARNS OPERATOR THAT OUTRIGGERS ARE DOWN.	\$ 648.00

ADDITIONAL OPTIONS: Prices shown in additional options are not included in the purchase price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". DMV collects motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due 15 DAYS after delivery.

TITLEWORK / MCO: Allow 5-10 days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

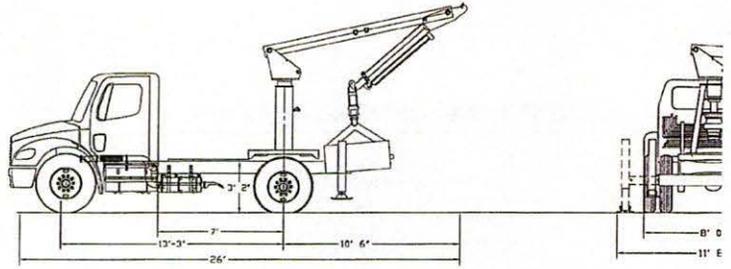
CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 5% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.



GENERAL SPECIFICATIONS

Reach	20 ft.
Main Boom & Tip Boom	16 ft.
Tip Extension	4 ft.
Outrigger Span	11 ft. 8 in.
Tare Weight (empty)	18,240 lbs.



SYSTEM DESCRIPTION

- Grapple loader mounted on a short frame chassis
- Designed for greater maneuverability
- Load into an attached dump trailer or into separate haul trucks

RECOMMENDED CHASSIS (MINIMUM)

Body Style	Conventional Cab	GVW Rating	33,000 lbs.
Cab-to-Axle Dimension	84 inches	Frame	900,000 RBM
Front Axle Rating	12,000 lbs.	Engine	210 HP Diesel
Rear Axle Rating	21,000 lbs.	Transmission	Automatic

CONTROL OPTIONS

- Dual manual controls (Dual walk-thru)
- QUADSTICK® mechanically linked dual joystick controls (Dual walk-thru)
- Side-mount seat controls – manual or mechanical joysticks
- Stationary Top-mount controls – manual or mechanical joysticks
- Side-mount with All-weather cab – manual or electronic joysticks, or pilot hydraulic joysticks
- Mobile Mount – racks between loader & chassis

LIFT CAPACITY

Radius	Over Rear	Over Side
10 ft. radius	7,100 lbs.	5,500 lbs.
16 ft. radius	4,400 lbs.	3,100 lbs.
20 ft. radius	3,200 lbs.	1,800 lbs.

**CONTACT PETERSEN INDUSTRIES
FOR COMPLETE SPECIFICATIONS.**

