



## County Council of Beaufort County

### County Council Meeting

#### Chairman

Joseph F. Passiment, JR.

#### Vice Chairman

D. Paul Sommerville

#### Council Members

Michael E. Covert

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

#### County Administrator

Ashley M. Jacobs

#### Clerk to Council

Sarah W. Brock

#### Administration Building

Robert Smalls Complex

100 Ribaut Road

#### Contact

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

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

# County Council Agenda

Monday, September 14, 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](mailto: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 - VICE-CHAIR PAUL SOMMERVILLE
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 – July 1, 2020, July 13, 2020.

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#### CITIZEN COMMENTS

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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](mailto:sbrock@bcgov.net), or comment on our Facebook Live stream to participate in Citizen Comment**)

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#### COMMITTEE REPORTS

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7. LIAISON AND COMMITTEE REPORTS

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#### PRESENTATIONS ITEMS

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8. US 278 CORRIDOR PROJECT UPDATE BY SCDOT
9. UPDATE FROM SENATOR TOM DAVIS

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#### CONSENT AGENDA

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10. Consent Agenda (Page 4)

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#### PUBLIC HEARINGS AND ACTION ITEMS

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11. NOTICE OF A PUBLIC HEARING CONCERNING CDBG APPLICATION FOR THE WHALE BRANCH SIDEWALK PROJECT
12. PUBLIC HEARING AND SECOND 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

- [13.](#) PUBLIC HEARING AND SECOND 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.
- [14.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE TO ESTABLISH "SHORT TERM HOME RENTAL" AS A SPECIAL USE
- [15.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE REGARDING AN AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT
- [16.](#) SECOND READING OF AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING A SCHOOL DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW RESIDENTIAL DEVELOPMENT IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA PURSUANT TO ORDINANCE NO. 2020/ \_\_\_\_; TO ENSURE THAT SCHOOL FACILITY SYSTEM IMPROVEMENTS WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM THE SCHOOL CHILDREN IN NEW RESIDENTIAL DEVELOPMENTS IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA BASED ON THE SCHOOL DISTRICT'S LEVEL OF SERVICE STANDARDS AND CAPITAL IMPROVEMENTS PLAN, AND TO ASSIGN THE COSTS OF SUCH PUBLIC SCHOOL FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW RESIDENTIAL DEVELOPMENT IN THE SERVICE AREA; AND ESTABLISHMENT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND THE BEAUFORT COUNTY SCHOOL DISTRICT, AND INDIVIDUAL INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY AND THE TOWNS OF BLUFFTON AND HILTON ISLAND AND THE CITY OF HARDEEVILLE TO ENSURE PROPER IMPLEMENTATION AND ADMINISTRATION OF THE SCHOOL DEVELOPMENT IMPACT FEE ORDINANCE
- [17.](#) PUBLIC HEARING AND SECOND 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.
- [18.](#) SECOND READING OF AN ORDINANCE DECLARING LOUD AND UNNECESSARY VEHICULAR NOISE A PUBLIC NUISANCE AND PROVIDING THAT VIOLATIONS ARE A MISDEMEANOR
- [19.](#) FIRST 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
- [20.](#) FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH MOBILE COMMUNICATIONS AMERICA.
- [21.](#) FIRST 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
- [22.](#) FIRST READING OF AN ORDINANCE REGARDING TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): APPENDIX B TO REMOVE THE MAXIMUM LOT SIZE REQUIREMENT FOR MINOR RESIDENTIAL SUBDIVISIONS IN THE D3 GENERAL NEIGHBORHOOD (D3GN), THE D4 MIXED USE (D4MU); THE VILLAGE CENTER (D5VC), AND THE GATEWAY CORRIDOR (D5GC) DISTRICTS ON DAUFUSKIE ISLAND
- [23.](#) FIRST READING OF AN ORDINANCE REGARDING 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
- [24.](#) FIRST 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

- [25.](#) FIRST 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.
  - [26.](#) FIRST 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
  - [27.](#) CONSIDERATION OF A RESOLUTION APPROVING THE MITCHELVILLE FREEDOM PARK MASTER PLAN
  - [28.](#) RECOMMENDATION OF AWARD TO J. BRAGG CONSULTING, INC. RFQ #040920E RFQ ONE-CENT SALES TAX PROGRAM MANAGEMENT
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### **BOARDS AND COMMISSIONS**

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- [29.](#) CONSIDERATION OF THE APPOINTMENT OF GEORGE RAFFERTY TO THE DAUFUSKIE ISLAND FIRE
  - [30.](#) CONSIDERATION OF THE APPOINTMENT OF VIRGINIA (GINNIE) KOZAK TO THE BEAUFORT COUNTY TRANSPORTATION COMMITTEE
  - [31.](#) CONSIDERATION OF THE APPOINTMENT OF DAVID MIXSON TO THE AIRPORTS BOARD
  - [32.](#) CONSIDERATION OF THE APPOINTMENT OF LYNNE HOOS TO THE ZONING BOARD OF APPEALS
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### **CITIZEN COMMENT**

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

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**CONSENT AGENDA**

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- [1.](#) THIRD AND FINAL READING OF AN ORDINANCE GRANTING AN EASEMENT TO BEAUFORT JASPER WATER SEWER AUTHORITY ACCESS TO NEW SEWER LINE AT BEAUFORT COUNTY AIRPORT
- [2.](#) APPROVAL OF A CONTRACT AWARD FOR COMMERCIAL RAMP EXPANSION AT HILTON HEAD ISLAND AIRPORT FOR A TOTAL COST OF \$3,307,934.00
- [3.](#) APPROVAL OF CARRYOVER BUDGET FY2021
- [4.](#) RECOMMENDATION FOR EMERGENCY MEDICAL SERVICES (EMS) CONTRACT FOR TWO (2) NEW 2020 REMOUNTED AMBULANCES \$310,878
- [5.](#) CONSIDERATION FOR APPROVAL OF HILTON HEAD ISLAND AIRPORT-WETLANDS MITIGATION PAYMENT FOR A TOTAL COST OF \$414,000.00
- [6.](#) APPROVAL OF A CONTRACT AWARD RECOMMENDATION TO PURCHASE A NEW (DEMO) 2020 PUMP TRUCK IN THE AMOUNT OF \$551,200.00 FROM AHRENS-FOX ENGINE COMPANY
- [7.](#) REQUEST FOR PRIVATE ROAD ACCEPTANCE OF A PORTION OF JOHNSON LANDING ROAD INTO COUNTY ROAD SYSTEM
- [8.](#) RECOMMENDATION OF AWARD TO APAC – ATLANTIC, INC. IFB#071020TE SAMS POINT TURN LANE

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**END OF CONSENT AGENDA**

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

**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  
18421 755-7180

# County Council Minutes

## County Council of Beaufort County

Wednesday, July 01, 2020 at 4:00 PM

VIRTUAL

**CALL TO ORDER**

Chairman Passiment Called the meeting to Order at 4:00 pm

**PRESENT**

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

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Chairman Passiment led the Pledge of Allegiance and Invocation.

**FOIA**

Chairman stated that this meeting was in compliance with FIOA

**APPROVAL OF THE AGENDA**

**Motion:** It was moved by the Council Member Dawson, seconded by Council Member Flewelling to approve the agenda. Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling. Absent during vote: Council Member Glover. Motion passed.

**CITIZEN COMMENTS**

Councilman Covert asked that Council have a moment of silence in memory of the Airforce Pilot from Shaw Air force Base in Sumter SC at adjournment.

Chairman Passiment stated that citizen comments have been received by all Council and totaled over 137 comments. 93 were for passing the Ordinance and 44 have asked not to pass the Ordinance. Chairman Passiment also pointed out that he received 82 personal emails, 80 for passing the Ordinance, and 2 against. Council Member Dawson stated that he received personal

emails and the majority of the emails were for passing the Ordinance. Council Member Flewelling and Council Member Hervochon read pertinent comments from Facebook Live.

## **ACTION ITEMS**

### **DISCUSSION OF AN EMERGENCY ORDINANCE TO REQUIRE THE USE OF FACE MASKS IN CERTAIN PLACES WHERE INDIVIDUALS WILL NOT BE ABLE TO SOCIAL DISTANCE**

**Discussion:** Council Member Glover stated that he supports the Ordinance requiring a mask. The Ordinance that is presented is outlined to have businesses take the responsibility to enforce the mask requirement.

Council Member McElynn addressed issues that put citizens' health and the County's economy at risk without implementing a mask Ordinance.

Council Member Flewelling pointed out that only 16 patients were currently at Beaufort Memorial being treated for COVID-19 and feels that the curve has flattened and the resources are there for future cases. The focus should be limiting the interference in citizens' daily lives.

Council Member Hervochon presented points to make the mask Ordinance suitable for every day and the data showing its effectiveness. How is it affecting the schools? What are we trying to accomplish, could it be a Resolution instead of an Ordinance?

Council Member Covert feels that this Ordinance is taking away citizen's freedom and it should be each individual's responsibility to make the decision for themselves. Does not support the incarceration aspect of the Ordinance and that it could be made into a Resolution. His issue not about the mask, it is about the politics enforcing the mask.

Vice-Chairman Sommerville supports mandatory masking where citizens don't have a choice to go; grocery store, pharmacy, etc.. and businesses should require employees to wear a mask. He also disagrees with arresting those who don't wear a mask.

Council Member Lawson spoke about legislative laws such as seat belts and vaccines which save people's lives but is not a big fan of government telling citizens what to do and considers this an overreach. He doesn't like the Ordinance they way it is currently written and feels there is room for negotiation and changes of the Ordinance in which he can agree upon.

Council Member Rodman presented written thoughts and stated that the Ordinance needs some refinement but will support the Ordinance but does not support criminal penalties.

Council Member Howard would like to hear from the Sheriff regarding the penalties regarding not wearing a mask as it pertains to the Ordinance and will be in favor of the Ordinance after his remarks.

Council Member Dawson feels that not wearing a mask of any type is like playing Russian Roulette and feels that beds in the Hospital will be quickly filled. An Ordinance was passed to protect the turtles by banning plastic bags and hopes that this Ordinance will pass to protect the citizens.

Chairman Passiment spoke to his thoughts regarding the Ordinance and feels that the Council has the responsibility to protect the citizens and the visitors of the County. His hopes, after hearing from the Sheriff is that there will be no penalties. Businesses should have the right to implement a mask policy for the employees and patrons and needs to be addressed in the Ordinance.

Sheriff Tanner stated that Deputies are only allowed to write cases for criminal offenses not civil. Therefore the Ordinance will have to be made enforceable by a criminal offense for the Sheriff's Department to implement penalties. There are some conflicting things in the draft that would need to be reworded and cleaned up. It may be palatable for the County to start out with an Ordinance to encourage citizens to wear a face mask and have businesses enforce the policy and police it with the understanding that repeated offenses could have action taken.

**Motion:** It was moved by Vice-Chairman Sommerville, seconded by Council Member McElynn to approve the Ordinance as listed, subject to amendments. The Vote: Voting Yea: Council Member McElynn, Vice-Chairman

Sommerville, Council Member Dawson, Council Member Glover, Council Member Hervocho, Council Member Howard, Council Member Rodman, Chairman Passiment. Voting Nay: Council Member Flewelling, Council Member Lawson. The motion passed. 8:2. Absent: Council Member Covert.

**Motion to amend:** It was moved by Vice-Chairman Sommerville, seconded by Council Member Flewelling to amended item number 2: all persons entering into a building opened to the public in Beaufort County shall comply with posted requirements for masking and social distancing. All businesses must post the policy of their establishment in a clear manner and in an accessible location. The Vote: Yea: Vice-Chairman Sommerville, Council Member Flewelling, Council Member Hervocho, Council Member Lawson. Nay: Council Member Dawson, Council Member Glover, Council Member Howard, Council Member McElynn, Council Member Rodman, Chairman Passiment. The motion was defeated. 4:6. Absent: Council Member Covert.

**Motion to amend:** It was moved by Council Member Glover, seconded by Council Member Howard to Amend Item number 2: All persons entering any Commercial or Public building open in the County with exceptions below in Section 9 must wear a face covering and maintain social distancing where possible while inside the building. The Vote: Voting Yea: Council Member Glover, Council Member Howard, Council Member Dawson, Council Member Lawson, Council Member Rodman, Vice-Chairman Sommerville, Chairman Passiment. Voting Nay: Council Member Flewelling, Council Member Hervocho. The motion passed 8:2. Absent: Council Member Covert.

**Motion to amend:** It was moved by Council Member Howard, seconded by Council Member Hervocho to add the following language to item number 3: adding or at the discretion to the parents, guardian, or custodian. The Vote: Voting Yea: Council Member Howard, Council Member Hervocho, Council Member Dawson, Council Member Flewelling, Council Member Lawson, Council Member Rodman, Vice-Chairman Sommerville, Chairman Passiment. The motion passed. 10:0. Absent: Council Member Covert.

**Motion to amend:** It was moved by Council Member Flewelling, seconded by Council Member Glover to amend item number 3 by adding the following language: except as noted in Section 9. The Vote: Voting Yea: Council Member Flewelling, Council Member Glover, Council Member Dawson, Council Member Hervocho, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Rodman, Vice-Chairman Sommerville, Chairman Passiment. The motion passed. 10:0 Absent: Council Member Covert.

**Motion to Amend:** It was moved by Council Member Flewelling, seconded by Council Member Hervocho to amend item number 5 by removing everything except for the following sentence: Education and voluntary compliance are the desired means of enforcement. The Vote: Voting Yea: Council Member Flewelling, Council Member Hervocho, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Rodman, Vice-Chairman Sommerville, Chairman Passiment. The motion passed. 10:0. Absent: Council Member Covert.

**Motion to amend:** It was moved by Council Member McElynn, seconded by Council Member Flewelling to change item number 7 to read: Business Owners and Operators shall have responsibility for informing patrons of the above requirements and shall post conspicuous signage at all entrances informing its patrons of the requirements of this Ordinance. The Vote: Voting Yea: Council Member McElynn, Council Member Flewelling, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Lawson, Vice Chairman Sommerville, Chairman Passiment. Voting Nay: Council Member Hervocho. The motion passed. 9:1. Absent: Council Member Covert.

**Motion to amend:** It was moved by Council Member Flewelling, Seconded by Council Member Rodman to change the original number 9 to number 10 and add a new number 9 explaining exceptions referenced in item numbers 2 and 3. Number 9 now reading as; Exceptions: Child care facilities; schools; and Churches or gymnasiums where social distancing policies are in place; patrons that are actively consuming food and beverages inside a restaurant and/or bar; persons receiving medical treatment; persons actively swimming in an indoor swimming pool. The Vote: Voting Yea: Council Member Flewelling, Council Member Rodman, Council Member Glover, Council Member Hervocho, Council Member Howard, Council Member Lawson, Council Member Rodman, Vice-Chairman Sommerville, Chairman Passiment. Voting Nay: Council Member Dawson. 9:1. Absent: Council Member Covert.

**Motion to amend:** It was moved by Council Member Flewelling, Seconded by Council Member Hervochoch to change item number 10 to state thirty-first day instead of sixty-first day. The votes: Voting Yea: Council Member Flewelling, Council Member Hervochoch, Council Member Rodman. Voting Nay: Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn, Vice-Chairman Sommerville, Chairman Passiment. The motion was defeated: 3:7. Absent: Council Member Covert.

**Motion to Amend:** It was moved by Council Member Flewelling, Seconded by Council Member Rodman to amend item number 10 by changing the expiration date from the sixty-first day to August 11, 2020. The Vote: Voting Yea: Council Member Flewelling, Council Member Rodman, Council Member Dawson, Council Member Lawson. Voting Nay: Council Member Glover, Council Member Hervochoch, Council Member Howard, Council Member McElynn, Vice-Chairman Sommerville, Chairman Passiment. The motion was defeated. 6:5. Absent: Council Member Covert.

**Main Motion:** It was moved by Vice-Chairman Sommerville, seconded by Council Member McElynn to approve the Ordinance as listed, subject to amendments. The Vote: Voting Yea: Council Member McElynn, Vice-Chairman Sommerville, Council Member Dawson, Council Member Glover, Council Member Hervochoch, Council Member Howard, Council Member Rodman, Chairman Passiment. Voting Nay: Council Member Flewelling, Council Member Lawson. The motion passed. 8:2. Absent: Council Member Covert.

## **ADJOURNMENT**

Chairman Passiment adjourned the meeting at 7:26 in remembrance of the F16 Airforce Pilot from Shaw Air force Base in Sumter SC.





## Beaufort County Caucus

### 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

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# County Council Caucus Minutes

Monday, July 13, 2020 at 5:00 PM

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

## CALL TO ORDER

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

## PRESENT

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

## PLEDGE OF ALLEGIANCE

Council Member Gerald Dawson led the Pledge of Allegiance.

## APPROVAL OF AGENDA

**Motion:** It was moved by Council Member Covert, Seconded by Council Member Flewelling to approve the agenda without objection.

## FOIA

Clerk to Council, Sarah Brock, stated public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act

## ADMINISTRATORS REPORT

Administrator Jacobs stated that Creech and Associates has started the Facilities Master Plan study and administration should have a report from them in late January. She also informed council that Evergreen is conducting a classification study and administration should have a report by the end of August.

## PRESENTATION ITEMS

Julie Herlands, with Tischler Bise, presented the law enforcement service charge study.

## DISCUSSION ITEMS

Chairman Passiment discussed his meeting with the Town of HHI pertaining to the Uniform Service Fee and referenced the notes below.

**Town/County Funding Discussions June 24, 2020**

**Services Funded from Property Taxes for which Hilton Head Island receives no services**

- EMS
- Parks Maintenance (and programming?)
- Operation of convenience centers – previously addressed??
- Traffic Engineering

**Agreement to address convenience centers and trash collection and disposal issues equitably**

**Credits**

- Base level of service
- Offsets to BCSO contributions
  - EMS, Parks, Traffic Engineering
- Additional credit for assumption of partial Emergency Dispatching functions
- Recognition of property tax contribution and POA security provisions

**EMS**

County spends \$7.5M from Property taxes (net of ambulance fees)

Town estimate to serve HHI (4 ambulances versus current 8 ambulances): \$1.75 million

**Parks**

County’s \$141,415 seems mighty low; and ignores deferred maintenance; but a start

**Traffic Engineering**

Probably a modest amount

**Dispatching**

Town estimate for County to cover the 5,000 calls we process annually: \$1.76 million

**BCSO Funding**

Reputed costs:		\$4.4 million
Credits:	Base level of service to all County residents, businesses, guests:	??
Credits:	Town’s outsized contribution to County tax base:	??
Credits:	Town’s significant amount of land area served by private security:	??
Credits:	EMS, Parks, Traffic Engineering, Dispatching:	\$3.65 + million

**Parks maintenance clarification**

- Maintenance of County owned parks? Barker Field? Hilton Head Park?
- Programming at Barker Field?
- Boat Ramp and pier maintenance?

**MEETING NOTES OF THE JUNE 24<sup>TH</sup> MEETING**

- The meeting was held as a virtual meeting using a program called Bluejeans.
- In attendance representing Hilton Head Island were Mayor John McCann, Township Administrator Steve Riley, and Town Council member Tom Lennox.

- In attendance representing Beaufort County were Chairman Joe Passiment, Council member Chris Hervochon, County Administrator Ashley Jacobs, and Public Works Director David Wilhelm
- Several items were discussed as listed in the attached agenda.
- **EMS** has been operated as a stand-alone program since 1993. Since Hilton Head Island pays taxes for a county wide EMS system as part of the taxes raised in the Sheriff's budget they feel that they should receive this cost should be a credit against the cost of the sheriff's budget. That cost is estimated to be approximately \$1.75 million but has not been confirmed.
- **Convenience Center** on Hilton Head Island. Dave Wilhelm stated that since the county does not own the property that serves as the convenience center for Hilton Head Island it would be problematic to install the decal system there since this would involve a capital cost on property that we do not own. There is also concerns about the size of the property that would require a new configuration under the decal program. Hilton Head informed us that there is some additional land that could be used to expand the convenience center which could make the decal program work at that site and Hilton Head would be willing to turn over this land to the county in exchange for two county owned parks that would be turned over to Hilton Head Island.
- **Parks.** Hilton Head is willing to take over the maintenance of all parks located on Hilton Head Island that are currently owned and/or maintained by the County. County Administrator Jacobs would issue an MOU for insurance purposes until the exchange of land used for Parks could take place. These items would be brought forth to the proper county committee(s) for recommendation to the full council.
- **St. James Church and property jointly owned on Beach City Road** A meeting is scheduled for tomorrow to discuss moving forward on the relocation of the church to other land. This has been going on for a long long time and it needs to be resolved. Jon Rembold, the Airport Director has been put in the middle and he should not be the person who must deliver the news as to what the FAA is willing to fund for this project. This needs t be resolved before the FAA says they do not consider this project to be a priority. Also discussed was property that is own by both Hilton Head and the county jointly. Steve Riley is having an agreement drafted that would maintain the joint ownership but have Hilton Head take the lead in managing the property as they move forward with the Mitchelville project.
- **Sheriff's budget.** Hilton Head is looking for credits against the sheriff's budget as stated above regarding EMS. They also feel that they pay more in property taxes than they get in services. Chairman Passiment pointed out that they have had an ordinance since 1983 that states they shall have an intergovernmental agreement for public safety services and that we have records showing the amount that has been paid for those services since at least 2006. We also have a written contract spelled out in detail what those services were, including basic and ancillary services and was signed by the county administrator, the township manager, and the sheriff. That changed once this contract expired in January of 2018. There is now an MOU in place that was signed by the township manager and the sheriff. Chair Passiment stated that there only a few options for resolution in this matter. We can establish a contract that spells out the terms and conditions for the sheriff services. There is a basis for the costs of the sheriff's services. Tischler Bise just completed a study that uses specific methodology to determine the costs of the sheriff's services. This could be used in construction a new contract. If that is not acceptable the County could use this study to develop a Law Enforcement Service Charge for the Town of Hilton Head. Town of Hilton Head believes that this is not legal. The last, most undesirable option would be to go to court. Both sides agree that this is the last resort.
- This information will be brought to our respective members of council to discuss and give direction as to the next steps to take place

## **AGENDA REVIEW**

Chairman Passiment stated that based on conversations during an earlier committee meeting, Council agenda items 12, 13, and 14 will not be acted upon at the Council Meeting.

Council Member Flewelling stated he was going to make a motion at the beginning of the Council meeting to amend the agenda to include First Reading by title only of an ordinance regarding a Beaufort County Uniform Law Enforcement Service Charge for the Town of Hilton Head Island.

**EXECUTIVE SESSION**

**Motion:** It was moved by Council Member Flewelling, Seconded by Council Member Rodman to go into Executive Session to discuss matters related to an employee regulated by County Council. Motion was approved without objection.

6:00PM - The meeting was not adjourned and Executive Session will continue upon the conclusion of the County Council Meeting.

**Executive Session continued at 6:30PM.**

**ADJOURNMENT**

Meeting Adjourned at 7:30PM



**County Council of  
Beaufort County  
County Council**

**Chairman**

Joseph F. Passiment, JR.

**Vice Chairman**

D. Paul Sommerville

**Council Members**

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

**County Administrator**

Ashley M. Jacobs

**Clerk to Council**

Sarah W. Brock

**Administration Building**

Robert Smalls Complex  
100 Ribaut Road

**Contact**

Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228  
(843) 255-2180  
[www.beaufortcountysc.gov](http://www.beaufortcountysc.gov)

# County Council Minutes

Monday, July 13, 2020 at 6:00 PM

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

**CALL TO ORDER**

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

**PRESENT**

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

**ABSENT**

- Council Member Mark Lawson

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Council Member Gerald Dawson led the Pledge of Allegiance and gave the invocation.

**FOIA**

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

**APPROVAL OF AGENDA**

**Motion to Amend:** It was moved by Council Member Flewelling, Seconded by Council Member Covert to amend the agenda to include First Reading by title only an ordinance to impose a Beaufort County Uniform Law Enforcement Service Charge for the Town of Hilton Head Island. The Vote: Voting Yea: Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Howard, Council Member Dawson, Council Member Flewelling. Voting Nay: Chairman Passiment, Council Member Rodman, Council Member McElynn. Motion Passed 7:3.

**Main Motion:** It was moved by Council Member Flewelling, seconded by Council Member Covert to approve the agenda as amended without objection.

**APPROVAL OF MINUTES**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Dawson to approve the minutes from June 8, 2020. Minutes approved without objection.

**CITIZEN COMMENT**

Lisa Allen, Lady's Island Resident, spoke about the Beaufort County Police Accountability Task Force.

Najmah Thomas, Facebook Comment, I sent an email to all Council members on July 8th regarding racial equity in Beaufort County.

**LIAISON AND COMMITTEE REPORTS**

Council Member Howard stated Melissa Allen resigned to be with her family.

Council Member Flewelling stated he did not intend to have a Public Facilities Meeting in July.

**ACTION ITEMS****THIRD READING AND PUBLIC HEARING OF AN ORDINANCE APPROVING A NONEXCLUSIVE PARKING EASEMENT AGREEMENT WITH CSD MYRTLE PARK, LLC**

**Motion:** It was moved by Council Member Flewelling, Seconded by Council Member Glover to approve third reading and public hearing of an ordinance approving a nonexclusive parking easement agreement with CSD Myrtle Park, LLC. Motion was approved without objection.

**SECOND READING AND PUBLIC HEARING 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 Rodman to approve second reading and public hearing 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 Hervochon, Council Member Rodman, Council Member Howard, Council Member McElynn, Council Member Dawson. Voting Nay: Council Member Covert, Council Member Glover, Council Member Flewelling. Absent: Council Member Lawson. Motion Passed 7:3.

**SECOND READING AND PUBLIC HEARING OF AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE**

**Motion:** It was moved by Council Member Flewelling, Seconded by Council Member Glover to approve second reading and public hearing of an ordinance to amend the Beaufort County ordinance establishing a Road Use Fee. Motion approved without objection.

**FIRST 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 Glover, Seconded by Council Member Covert to approve first reading of an ordinance granting an easement to Beaufort Jasper Water Sewer Authority access to new sewer line at Beaufort County Airport. Motion approved without objection

**FIRST READING BY TITLE ONLY 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 Flewelling, Seconded by Council Member Dawson to approve first reading by title only an ordinance to impose a Beaufort County Uniform Law Enforcement Service Charge for the Town of Hilton Head Island. The Vote: Voting Yea: Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Howard, Council Member Dawson, Council Member Flewelling. Voting Nay: Chairman Passiment, Council Member Rodman, Council Member McElynn. Absent: Council Member Lawson. Motion Passed 7:3.

**BOARDS AND COMMISSIONS**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Flewelling to appoint Christopher Marsh to the Rural and Critical Lands Preservation Board. Motion approved without objection.

**CITIZEN COMMENT**

No citizen comments were received.

**ADJOURNMENT**

Meeting adjourned at 6:30PM

Notice of Public Hearing Concerning Application  
Beaufort County

NOTICE IS HEREBY GIVEN that on Monday, September 14, 2020, at 6:00PM in Beaufort County Council Chambers located at 100 Ribaut Road, Beaufort, SC, Beaufort County will hold a virtual public hearing concerning an application to be submitted to South Carolina Department of Commerce, Grants Administration on or before September 18, 2020, for a Community Development Block Grant. This meeting may be closed to the public due to health precautions. 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 can also comment during the meeting through Facebook Live.

Beaufort County is requesting approximately \$568,000 to extend a pedestrian walkway along Detour Road to Seabrook road in the Seabrook area. This project, if funded, will benefit approximately 85 residents, of which at least 51% are LMI persons.

This public hearing and the matters to be discussed are subject to the provisions of Beaufort County's Citizen Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of Beaufort County in the planning and implementation of community and economic development projects which will involve CDBG funds.

The Citizen Participation Plan is available for review at Beaufort County, 100 Ribaut Road, Beaufort, SC or Lowcountry Council of Governments, 634 Campground Road, Yemassee, SC between the hours of 9:00 a.m. and 5:00 p.m. Persons with questions or comments concerning the public hearing or the Citizen Participation Plan may contact Jessica Dailey, Lowcountry Council of Governments, Post Office Box 98, Yemassee, SC 29945, (843) 473-3960.

Beaufort County does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. W. Kurt Taylor, Beaufort County Attorney, PO Drawer 1228, Beaufort, SC, 843-255-2021, has been designated to coordinate compliance with the nondiscrimination requirements contained in the U. S. Department of Housing and Urban Development's regulations.

*Note: Assistance will be provided to accommodate the special needs of disabled and/or LEP persons, upon request.*





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Text Amendment To The Community Development Code (CDC): Article 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.

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: ZTA 2020-03 Architectural Review of Duplexes - Plan.comm.07.06.2020.pdf (199.8 KB) and AIS Duplex Architectural Amendment.pdf (455.96 KB).

LEGAL DEPARTMENT USE ONLY - INITIAL REVIEW

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

- 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

Item 12.

Legal Staff

Date / Time

Insert a subsequent legal review

Item 12.



# 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
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### 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.



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**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.**

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AUTHORIZING ORDINANCE

[\_\_\_\_, 2020]

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**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.

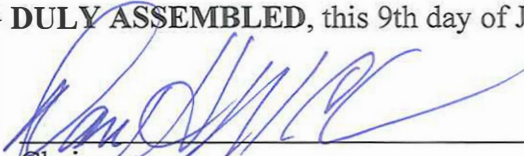
Section 2      Submission of Petition; Rescind Prior Resolution.

(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





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**BEAUFORT COUNTY COUNCIL**

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**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
<b>RETAIL &amp; RESTAURANTS (continued)</b>																		
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.

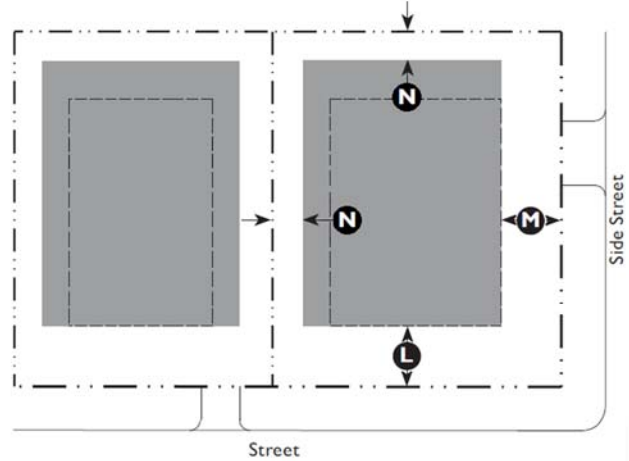
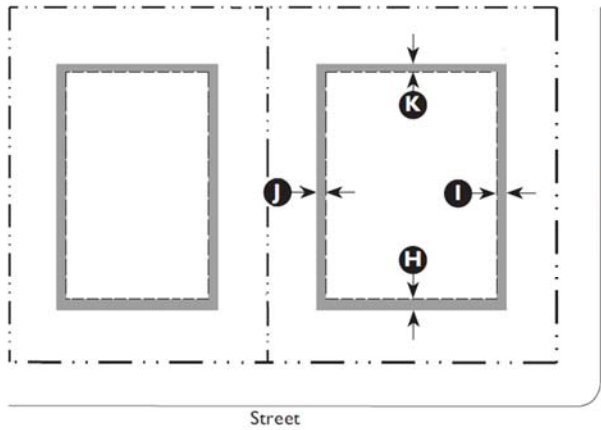
Land Use Type	Definition
6. Day Care: Family Care Home	A state-licensed facility in a private home where an occupant of the residence provides non-medical care and supervision for up to 8 unrelated adults or children, typically for periods of less than 24 hours per day for any client.
7. Day Care: Commercial 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

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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.

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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.
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**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)**

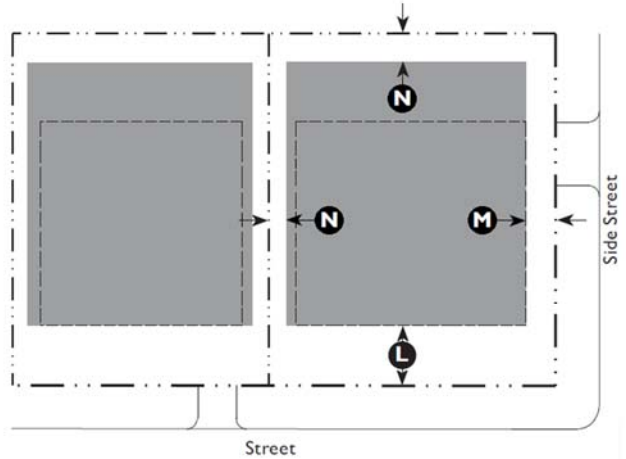
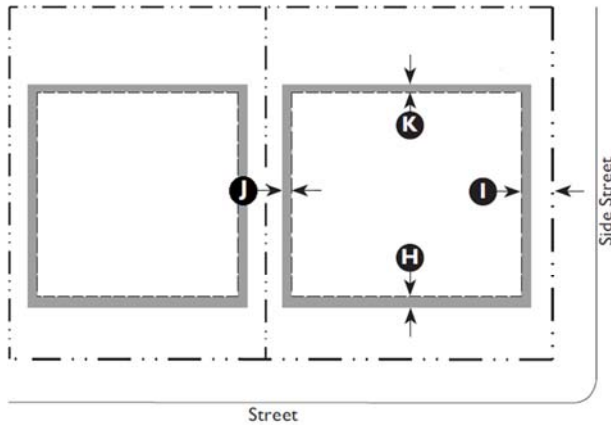
Front	50' min.	L
Side Street	50' min.	M

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 <sup>1</sup>	Specific Use Regulations	T2R	T2RL	Land Use Type <sup>1</sup>	Specific Use Regulations	T2R	T2RL
<b>Agricultural</b>				<b>Recreation, Education, Safety, Public Assembly</b>			
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
<b>Residential</b>				<b>Primitive Campground</b>			
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	<b>Infrastructure, Transportation, Communications</b>			
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	---
<b>Retail &amp; Restaurants</b>				<b>&amp; Recycling</b>			
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
<b>Offices &amp; Services</b>				<b>Industrial</b>			
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**  
<sup>1</sup>A 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 <sup>1</sup>	Specific Use Regulations	T2RN	T2RN0
<b>Agricultural</b>			
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
<b>Residential</b>			
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
<b>Retail &amp; Restaurants</b>			
General Retail 3,500 SF or less		---	P
Restaurant, Café, Coffee Shop		---	P

Land Use Type <sup>1</sup>	Specific Use Regulations	T2RN	T2RN0
<b>Offices &amp; Services</b>			
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
<b>Recreation, Education, Safety, Public Assembly</b>			
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
<b>Infrastructure, Transportation, Communications</b>			
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C	C
Wireless Communication Facility	4.1.320	S	S

### Key

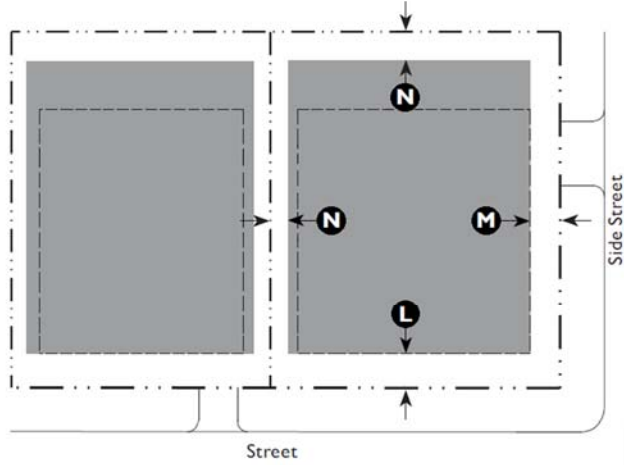
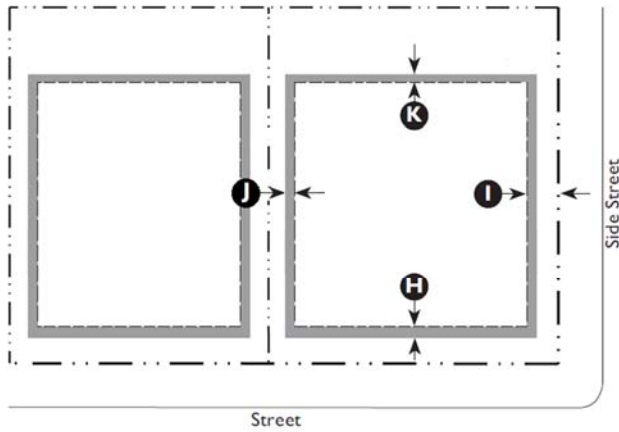
P	Permitted Use
C	Conditional Use
S	Special Use Permit Required

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--- Use Not Allowed

**End Notes**

<sup>1</sup>A 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 <sup>1</sup>	Specific Use Regulations	T2RC	Land Use Type <sup>1</sup>	Specific Use Regulations	T2RC
<b>Agricultural</b>			<b>Recreation, Education, Safety, Public Assembly</b>		
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
<b>Residential</b>			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
<b>Retail &amp; Restaurants</b>			<b>Infrastructure, Transportation, Communications</b>		
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	<b>Industrial</b>		
<b>Offices &amp; Services</b>			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 <sup>1</sup>	Specific Use Regulations	T3E
<b>Agricultural</b>		
Agriculture & Crop Harvesting		P
Aquaponics	4.1.340	S
Seasonal Farmworker Housing	4.1.90	C
Forestry		P
<b>Residential</b>		
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

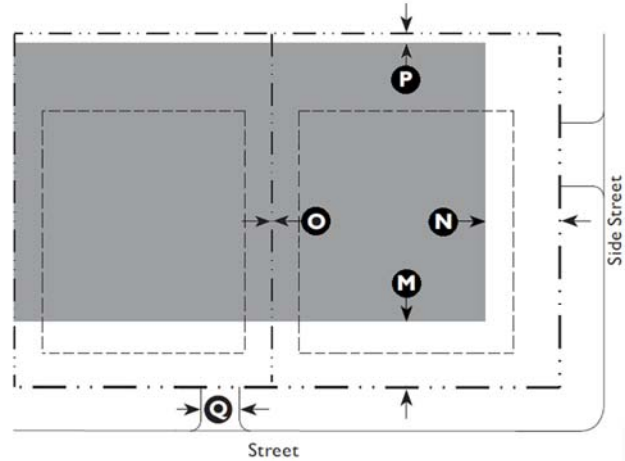
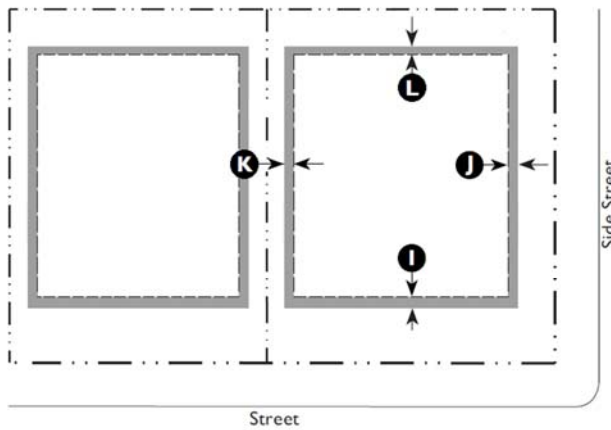
Land Use Type <sup>1</sup>	Specific Use Regulations	T3E
<b>Offices &amp; Services</b>		
Day Care: Family Home (up to 8 clients)		P
Lodging: Bed & Breakfast (5 rooms or less)		P
Lodging: Short Term Home Rental (STHR)	4.1.360	S
<b>Recreation, Education, Safety, Public Assembly</b>		
Meeting Facility/Place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

<sup>1</sup> A 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

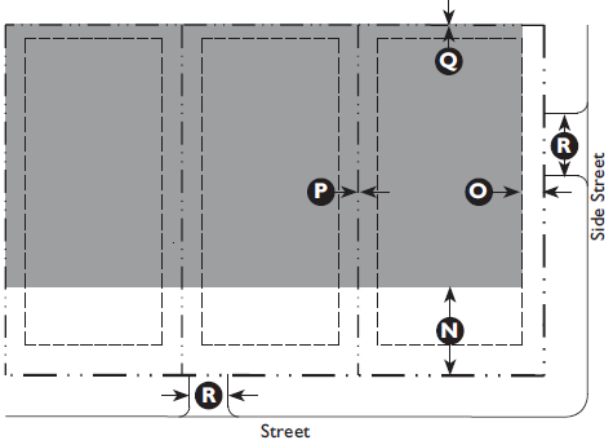
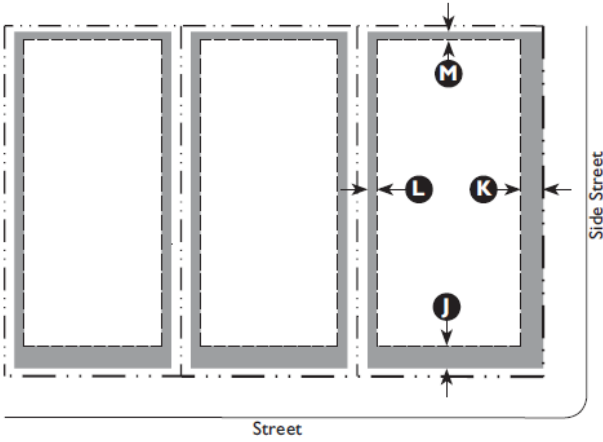
Land Use Type <sup>1</sup>	Specific Use Regulations	T3HN	Land Use Type <sup>1</sup>	Specific Use Regulations	T3HN
<b>Agricultural</b>			<b>Offices &amp; Services</b>		
Forestry		P	Day Care: Family Home (up to 8 clients)		P
<b>Residential</b>			Lodging: Bed & Breakfast (5 rooms or less)		P
Dwelling: Single Family Detached Unit		P	Lodging: Short Term Home Rental (STHR)	4.1.360	S
Dwelling: Two Family Unit (Duplex)		P	<b>Recreation, Education, Safety, Public Assembly</b>		
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	<b>Infrastructure, Transportation, Communications</b>		
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

<sup>1</sup>A 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.	Ⓜ
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

**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.	Ⓝ
Side Street	15' 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. Ⓡ

## H. T3N Allowed Uses

Land Use Type <sup>1</sup>	Specific Use Regulations	T3N	T3N-0
<b>Agricultural</b>			
Forestry		P	P
<b>Residential</b>			
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
<b>Offices &amp; Services</b>			
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

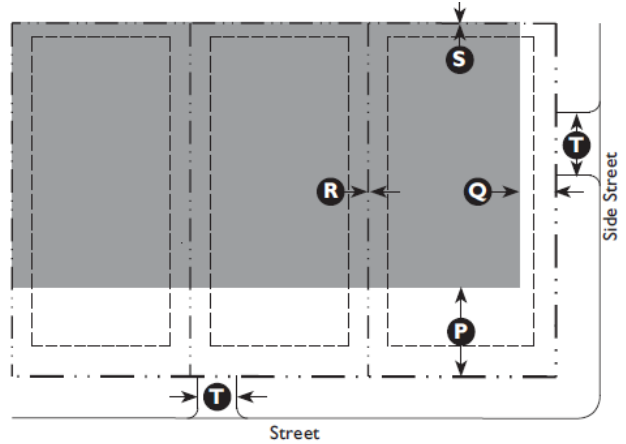
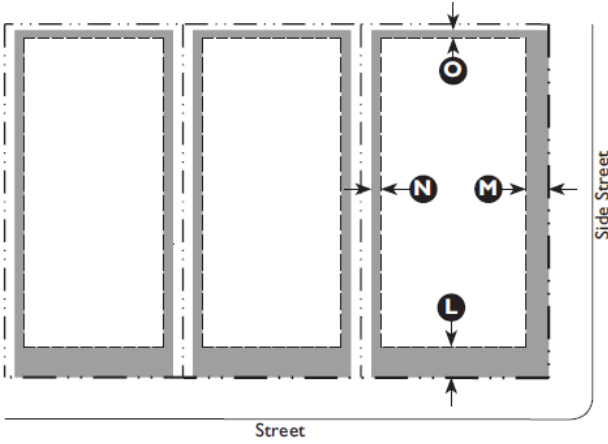
P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
---	Use Not Allowed

### End Notes

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

Land Use Type <sup>1</sup>	Specific Use Regulations	T3N	T3N-0
<b>Recreation, Education, Safety, Public Assembly</b>			
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
<b>Infrastructure, Transportation, Communications</b>			
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 <sup>1</sup>
Terrace <sup>1</sup>	

<sup>1</sup> 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 <sup>1</sup>	Specific Use Regulations	T4HC	T4VC	T4HCO
<b>Agricultural</b>				
Agricultural Support Services		P	P	P
Forestry		P	P	P
<b>Residential</b>				
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 <sup>1</sup>	Specific Use Regulations	T4HC	T4VC	T4HCO
<b>Retail &amp; Restaurants</b>				
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
<b>Offices &amp; Services</b>				
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

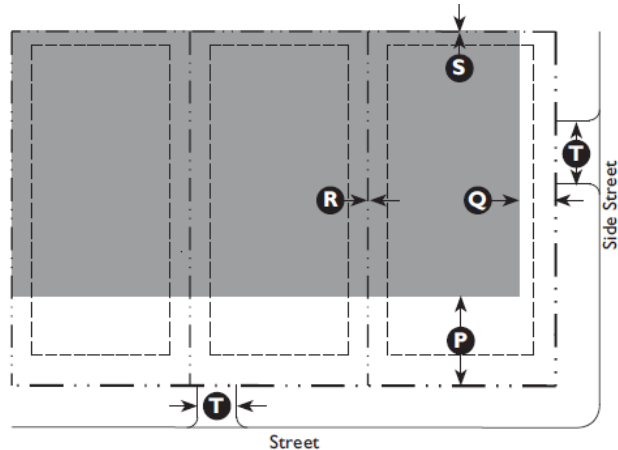
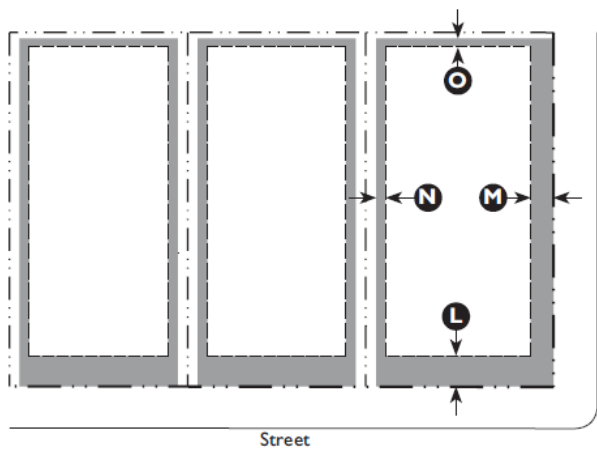
Maintenance & Repair

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

**End Notes**

<sup>1</sup>A 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
<b>Required Spaces: Industrial Uses</b>	
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).	
<b>Location (Setback from Property Line)</b>	
Front	40' min. <b>P</b>
Side Street	15' min. <b>Q</b>
Side	0' min. <b>R</b>
Rear	5' min. <b>S</b>
<b>Miscellaneous</b>	
Parking Driveway Width:	<b>T</b>
40 spaces or less	14' max.
Greater than 40 spaces	18' max.

**G. T4NC Allowed Uses**

Land Use Type <sup>1</sup>	Specific Use Regulations	T4NC
<b>Agricultural</b>		
Forestry		P
<b>Residential</b>		
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
<b>Retail &amp; Restaurants</b>		
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
<b>Offices &amp; Services</b>		
General Offices & Services: greater than 50,000 SF		P

Land Use Type <sup>1</sup>	Specific Use Regulations	T4NC
<b>Recreation, Education, Safety, Public Assembly</b>		
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
<b>Infrastructure, Transportation, Communications</b>		
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
<b>Industrial</b>		
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. <sup>1</sup>
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Side:

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

Rear	50' min.
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<sup>1</sup>The 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 Density<sup>1</sup> 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 <sup>2</sup>

<sup>2</sup>Subject to the requirements in Division 2.3

##### Floor Area Ratio

Non-residential buildings	0.18 max.
---------------------------	-----------

<sup>1</sup>Gross 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.

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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 <sup>1</sup>	Specific Use Regulations	C3	Land Use Type <sup>1</sup>	Specific Use Regulations	C3
<b>Agricultural</b>			<b>Offices &amp; Services</b>		
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
<b>Residential</b>			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	<b>Recreation, Education, Safety, Public Assembly</b>		
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	<b>Infrastructure, Transportation, Communications</b>		
<b>Retail &amp; Restaurants</b>			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

<sup>1</sup>A 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.
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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.
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Non-Residential Buildings	2 stories max.
---------------------------	----------------

Ground Floor Finish Level	No minimum
---------------------------	------------

#### D. Gross Density<sup>1</sup> and Floor Area Ratio

Gross Density	12 d.u./acre max.
---------------	-------------------

Floor Area Ratio <sup>2</sup>	0.23 max.
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<sup>1</sup>Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)

<sup>2</sup>Requirement 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
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##### 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
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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
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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 <sup>1</sup>	Specific Use Regulations	C4	Land Use Type <sup>1</sup>	Specific Use Regulations	C4
<b>Agriculture</b>			<b>Offices &amp; Services (Continued)</b>		
Agricultural Support Services		P	Medical Services: Clinics/Offices		P
Forestry		P	Residential Storage Facility	4.1.220	C
<b>Residential</b>			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	<b>Recreation, Education, Safety, Public Assembly</b>		
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
<b>Retail &amp; Restaurants</b>			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	<b>Infrastructure, Transportation, Communications</b>		
Vehicle Sales & Rental: Light	4.1.260	C	Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
<b>Offices &amp; Services</b>			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	<b>Industrial</b>		
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			

<b>Lodging: Short Term</b>	<b>P</b>
<b>Home Rental (STHR)</b>	
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 Density<sup>1</sup> and Floor Area Ratio

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

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

<sup>2</sup>See Section 4.1.350 for Affordable Housing density Bonuses.

<sup>3</sup>Requirement 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>B. Building Placement</b>	
<b>Setback (Distance from ROW/Property Line)</b>	
Front	25' min.
Side:	
Side, Main Building	15' min.
Side, Ancillary Building	15' min.
Rear	10' min.
<b>Lot Size</b>	
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
<b>Lodging: Bed and breakfast</b>	<b>2 spaces plus 1 per guest room</b>

<b>Required Spaces: Industrial Uses</b>	
Lodging: Inn/hotel	1 per room
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).	

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

<sup>1</sup>A 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**

<b>Use</b>	<b>Number of Required Spaces</b>
<b>Agricultural</b>	
Agricultural Support Services	1 per 400 interior SF plus 1 per 1,000 outdoor SF
<b>Residential<sup>1</sup></b>	
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
<b>Retail &amp; Restaurants</b>	
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
<b>Offices &amp; Services</b>	
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) <sup>2</sup>	2 spaces plus 1 per guest room
Medical Clinics/Offices	1 per 222 GSF

<sup>1</sup> Residential parking space requirements can be satisfied by garage or covered spaces.

<sup>2</sup> Applicable to the Community Preservation Districts in Appendix A




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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

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

#### 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.

## AN ORDINANCE

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

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

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

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

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

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

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

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

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

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

SECTION I. FINDINGS INCORPORATED

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

SECTION II. DEVELOPMENT AGREEMENT

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

SECTION III. EXECUTION

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

SECTION IV. EFFECTIVE DATE

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

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

[EXHIBIT A FOLLOWS ON NEXT PAGE]

**EXHIBIT A**

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

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

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

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

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>SECOND READING OF AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING A SCHOOL DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW RESIDENTIAL DEVELOPMENT IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA PURSUANT TO ORDINANCE NO. 2020/____; TO ENSURE THAT SCHOOL FACILITY SYSTEM IMPROVEMENTS WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM THE SCHOOL CHILDREN IN NEW RESIDENTIAL DEVELOPMENTS IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA BASED ON THE SCHOOL DISTRICT'S LEVEL OF SERVICE STANDARDS AND CAPITAL IMPROVMENTS PLAN, AND TO ASSIGN THE COSTS OF SUCH PUBLIC SCHOOL FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW RESIDENTIAL DEVELOPMENT IN THE SERVICE AREA; AND ESTABLISHMENT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND THE BEAUFORT COUNTY SCHOOL DISTRICT, AND INDIVIDUAL INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY AND THE TOWNS OF BLUFFTON AND HILTON ISLAND AND THE CITY OF HARDEEVILLE TO ENSURE PROPER IMPLEMENTATION AND ADMINISTRATION OF THE SCHOOL DEVELOPMENT IMPACT FEE ORDINANCE</b>
<b>MEETING NAME AND DATE:</b>
September 14, 2020 County Council Meeting
<b>PRESENTER INFORMATION:</b>
<i>Kurt Taylor, County Attorney and Eric Greenway, Planning and Zoning Director</i> <i>15-20 minutes</i>
<b>ITEM BACKGROUND:</b>
<i>Planning Commission 08/04/20 Motion to Approve failed by a vote of 4:4</i> <i>NRC 08/10/20 Motion to Approve by a vote of 7:3</i> <i>County Council 08/10/20 1<sup>st</sup> Reading by Title Only – Motion to Approve by a vote of 5:4</i>
<b>PROJECT / ITEM NARRATIVE:</b>
The Beaufort County School District retained Tischler Bise to prepare a Capital Improvement Plan and Development Impact Fee Study. Please refer to the School Study reports for these items as the points to consider are many for this proposed fee. The fee, as proposed, will only be imposed on new residential development in the South of the Broad River Service Area and will apply to each dwelling unit type on the following basis: \$9,535.00 per single family dwelling and \$4,508.00 per Multi-Family Dwelling Unit.
<b>FISCAL IMPACT:</b>
\$9,535.00 per single family dwelling and \$4,508.00 per Multi-Family Dwelling Unit.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the study as drafted, presented, and recommended by the Beaufort County School Board for the Service Area South of the Broad.



**OPTIONS FOR COUNCIL MOTION:**

*Motion to approve second reading of An Ordinance Of The County Council Of Beaufort County, South Carolina ("Council") Establishing And Adopting A School Development Impact Fee ("Impact Fee") To Be Imposed On All New Residential Development In The South Beaufort County School Service Area.*

*Motion to deny second reading of An Ordinance Of The County Council Of Beaufort County, South Carolina ("Council") Establishing And Adopting A School Development Impact Fee ("Impact Fee") To Be Imposed On All New Residential Development In The South Beaufort County School Service Area.*

**ORDINANCE 2020/ \_\_\_\_**

**AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING A SCHOOL DEVELOPMENT IMPACT FEE TO BE IMPOSED ON ALL NEW RESIDENTIAL DEVELOPMENT IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA; TO ENSURE THAT SCHOOL FACILITY SYSTEM IMPROVEMENTS WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM THE SCHOOL CHILDREN IN NEW RESIDENTIAL DEVELOPMENTS IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA BASED ON THE SCHOOL DISTRICT'S LEVEL OF SERVICE STANDARDS AND CAPITAL IMPROVMENTS PLAN AND TO ASSIGN THE COSTS OF SUCH PUBLIC SCHOOL FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW RESIDENTIAL DEVELOPMENT IN THE SERVICE AREA; AND ESTABLISHMENT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND THE BEAUFORT COUNTY SCHOOL DISTRICT, AND INDIVIDUAL INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY AND THE TOWNS OF BLUFFTON AND HILTON ISLAND AND THE CITY OF HARDEEVILLE TO ENSURE PROPER IMPLEMENTATION AND ADMINISTRATION OF THE SCHOOL DEVELOPMENT IMPACT FEE ORDINANCE**

**WHEREAS**, Beaufort County ("County") and the municipalities south of the Broad River (the towns of Bluffton and Hilton Head Island and the City of Hardeeville) have experienced rapid population growth and development for the past 30 years, and projections indicate that growth will continue at a reasonable rate into the future; and

**WHEREAS**, the County and the municipalities south of the Broad River have experienced the impacts on public facilities resulting from this population growth and development; and

**WHEREAS**, Beaufort County is served by the Beaufort County Board of Education ("School Board"); and

**WHEREAS**, population and growth estimates for the Beaufort County School District over the next 10 years for the area south of the Broad River indicate there will be a need for additional classrooms and other school facilities due to population growth and development in that area; and

**WHEREAS**, the School Board has defined level of service standards for the area south of the Broad River, by school type (elementary, middle, and high school), minimum square feet for school buildings, land (by acres), and school buses (per student); and

**WHEREAS**, these level of service standards and the projected residential development and student generation rates identify these school system improvement needs over the next 10 years; and

**WHEREAS**, the cost of these school system improvement needs (school buildings, land, and school buses) is significant and expensive; and

**WHEREAS**, if bonds, backed only by property taxes, are used to finance these new school facility system improvements (school buildings, land, and school buses) needed to accommodate the demand generated by new residential development in the area in Beaufort County south of the Broad River, they would be largely paid for by second homeowners who do not have children who would use these services; and

**WHEREAS**, the County Council finds that it is fair and equitable for new residential development in Beaufort County south of the Broad River to fund the required new school facility improvements, in part, through a proportionate share school development impact fee; and

**WHEREAS**, because all new residential development (single-family and multifamily dwelling units) in the area south of the Broad River generates a demand for school facility system improvements based on the same student generation rate (elementary school – 0.106 students per single-family dwelling unit and 0.069 students per multifamily dwelling unit; middle school– 0.056 students per single-family dwelling unit and 0.023 students per multifamily dwelling unit; and high school– 0.074 students per single family dwelling unit and 0.026 students per multifamily dwelling unit), the school development impact fee shall be imposed uniformly within the area south of the Broad River on all new dwelling units (single-family and multifamily), as established by the student generation rates, regardless of size or density; and

**WHEREAS**, the school development impact fee shall be imposed uniformly on all new dwelling units within the area south of the Broad River, regardless of the location of the residential development; and

**WHEREAS**, because non-residential development does not directly generate school children, the school development impact fee shall not be imposed on such development; and

**WHEREAS**, the County Council after giving ample consideration to the provision and financing of new school facility system improvements south of the Broad River, and after consulting with the School Board, now hereby finds and declares that the establishment and adoption of the school development impact fee proposed on new residential development is proportionate and based on the School Board capital improvement plan for the area south of the Broad River to accommodate new residential development in that area, and current costs to provide the system improvements; and

**WHEREAS**, the County and the School Board is empowered to execute an intergovernmental agreement on the subject of school development impact fees; and

**WHEREAS**, the County and the towns of Bluffton and Hilton Head Island, and the City of Hardeeville are empowered to execute an intergovernmental agreement on the subject of school development impact fees; and

**WHEREAS**, because only the School Board is authorized to construct school facility system improvements, intergovernmental agreements shall provide for the transfer of school development impact fee revenues from the towns of Bluffton and Hilton Head Island and the City of Hardeeville to the County, which then will transfer the fees (including those collected in the unincorporated County by the County) to the School Board; and

**WHEREAS**, the intergovernmental agreements referred to above, this Ordinance, and the impact fee procedures as set forth in Section 82-21 *et seq.* ensure that the school development impact fees which are collected and transferred to the School Board are spent for the new school facility system improvements which are identified in the School Board capital improvement plan for the area south of the Broad River which are designed to serve the school age children of new residential development in that area; and

**WHEREAS**, the County Council deems it advisable to adopt this school development impact fee Ordinance, the impact fee procedures as set forth in Section 82-21 *et seq.* of the County Code and the intergovernmental agreements with the School Board and the towns of Bluffton and Hilton Head Island and the City of Hardeeville as hereinafter set forth;

**NOW, THEREFORE, BE IT ORDAINED** by the County Council of Beaufort County, South Carolina that:

**SECTION 1. TEXT AMENDMENT TO CHAPTER 82**

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees is amended by adding Article VIII, School Development Impact Fees—Southern Beaufort County Service Area, as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

**SECTION 2. EFFECTIVE DATE.**

- (a) This Ordinance shall become effective on [REDACTED], 2020, provided, however, that the school development impact fee for new development within the South Beaufort County School Service Area established by this Ordinance shall only be effective upon the date that all municipalities in the service area have entered into the intergovernmental agreements with the County required by Section 82-213 of the County Code as amended by this Ordinance, and the County and School Board have entered into the intergovernmental agreement required by Section 82-213 of the County Code as amended by this Ordinance.
- (b) Applications for new residential development filed after the effective date as set forth in this section shall be subject to the school development impact fee established by this Ordinance.
- (c) Applications for new residential development filed between the date of adoption of this Ordinance and the effective date as set forth in this section shall not be subject to the school development impact fee established by this Ordinance.

**SECTION 3. LIBERAL CONSTRUCTION.**

The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes in the interest of furthering, promoting, and protecting the public health, safety, and welfare.

**SECTION 4. SEVERABILITY.**

- (a) If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion of this Ordinance shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this Ordinance nor impair or nullify the remainder of this Ordinance, which shall continue in full force and effect.
- (b) If the application of any provision of this Ordinance to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of County Council is that such decision shall be limited only to the specific new development expressly involved in the controversy, action or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair or nullify this Ordinance as a whole or the application of any provision of this Ordinance to any other new development.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

**EXHIBIT A****ARTICLE VIII. SCHOOL FACILITIES—SOUTHERN BEAUFORT COUNTY SERVICE AREA****SECTION 82-200. ADOPTION AND IMPOSITION OF SCHOOL DEVELOPMENT IMPACT FEES.**

Pursuant to the impact fee procedures in Section 82-21 *et seq.*, and the intergovernmental agreements between the County and the Beaufort County Board of Education (“School Board”), and the County and the towns of Bluffton and Hilton Head Island and the City of Hardeeville, and other applicable provisions of the County Code, this school development impact fee shall be adopted and imposed on all new residential development (single-family and multifamily dwelling units) in the area of the County south of the Broad River, in accordance with the procedures and requirements of this article.

**SECTION 82-201. ESTABLISHMENT OF SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA.**

- (a) The school development impact fee shall be calculated and imposed within the South Beaufort County School Service Area, including unincorporated areas as well as those areas within all the municipalities in the service area (the towns of Bluffton and Hilton Head Island, and the City of Hardeeville), in accordance with intergovernmental agreements between the County and those municipalities.
- (b) The boundaries of the South Beaufort County School Service Area are all areas of the County south of the Broad River and are identified in Figure 82-201: South Beaufort County School Service Area.

**FIGURE 82-201: SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA**

## SECTION 82-202. INCORPORATION OF SUPPORT STUDY

The County and the municipalities in the South Beaufort County School Service Area (the towns of Bluffton, Hilton Head Island and the City of Hardeeville) rely on the level of service standards, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for school development impact fees, and the capital improvement plan (CIP) for school facility system improvements set out in *School Impact Fee Study and Capital Improvement Plan* prepared by TischlerBise, dated July 27, 2020 (hereinafter “school support study and CIP”). The school support study and CIP are incorporated herein by reference. The school support study and CIP set forth reasonable level of service standards, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on the South Beaufort County School Service Area's school facility system improvement needs.

## SECTION 82-203. IMPOSITION OF SCHOOL DEVELOPMENT IMPACT FEES

- (a) Pursuant to this article and the appropriate intergovernmental agreements between the County and the School Board, and the County and all the municipalities in the South Beaufort County School Service Area (Bluffton, Hilton Head, and Hardeeville), and in accordance with the impact fee procedures as set forth in Section 82-21 *et seq.*, the State Development Impact Fee Act, and the school support study and the CIP, school development impact fees shall be imposed in the South Beaufort County School Service Area.

- (b) The school development impact fee shall be imposed on all new residential development in the South Beaufort County School Service Area unless the residential development is exempted, or an exception or waiver is granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33(b)(3)c. If an exception or waiver is granted, the development impact fees which otherwise would have been due shall be provided to the School Board using funds available for new residential growth needs from sources other than school development impact fees.
- (c) Residential development in the unincorporated County of the service area shall pay the fees prior to issuance of a building permit. Pursuant to the individual intergovernmental agreements between the County and the municipalities in the service area, residential development in the towns of Bluffton and Hilton Head Island, and the City of Hardeeville shall pay the fees prior to issuance of a building permit. A building permit for residential development shall not be issued in Bluffton, Hilton Head Island, or Hardeeville without confirmation, in writing, from the appropriate building official that the school development impact fees have been paid in accordance with this section.

**SECTION 82-204. DEVELOPMENT IMPACT FEE SCHEDULE.**

- (a) The following general procedure shall be followed upon receipt of an application for a building permit for new residential development:
  - 1) Identify the number and type of dwelling units (either single-family or multifamily) in the proposed new or expanded residential development; and
  - 2) Multiply the number of dwelling units by the school development impact fee in the table below, for the type of dwelling unit.

DWELLING UNIT TYPE	FEE
Single Family	\$9,535
Multifamily	\$4,508

- (b) The school development impact fee shall be adjusted annually to reflect the effects of inflation on the costs for school facility system improvements set forth in the school support study and CIP, beginning on December 1, 2021. In each following year by December 1, the school development impact fee amount set forth in Table 1: School Development Impact Fee Schedule, South Beaufort County School Service Area, shall be adjusted to account for inflationary increases in the costs of providing school facility system costs using the Construction Cost Index calculated by the Engineering News Record (ENR). For each such adjustment, the school facilities development impact fees currently in use for the service area pursuant to this subsection shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator.

**SECTION 82-205. INDIVIDUAL ASSESSMENT OF DEVELOPMENT IMPACT.**

- (a) In-lieu of calculating the school development impact fees by reference to the fee schedule in the table above, a fee payor may request that the amount of the required school development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

- (b) If a fee payor requests the use of an Individual Assessment of Development Impact, the fee payor shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the fee payor's expense.
- (c) Each Individual Assessment of Development Impact shall be based on the same level of service standards and system improvement costs for school facility system improvements used in the school support study and CIP, shall use the formula for calculating the development impact fee used in the school support study and CIP, and shall document the relevant methodologies and assumptions used. The burden shall be on the fee payor requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the school support study and reflected in the fee schedule in Sec. 82-204 is less accurate than the results of the Individual Assessment of Development Impact.
- (d) The Individual Assessment of Development Impact may attempt to demonstrate that student generation rates or other factors more accurately reflect the impacts of the proposed development (no adjustments in the assumption of credits shall be made). Support for alternate student generation rates by land use category or other factors shall only be provided through local data and surveys.
- (e) Each Individual Assessment of Development Impact shall be submitted to the Director or a designee, and may be accepted, rejected, or accepted with modifications by the Director or a designee as the basis for calculating school development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for school facility system improvements created by the proposed new development than the applicable fees in Sec. 82-204, then the development impact fees due under this article shall be calculated according to such assessment.

#### **SECTION 82-206. CREDITS.**

- (a) Any developer/fee payor which is obligated to pay a school development impact fee under this section may apply for credit against school development impact fees otherwise due up to, but not exceeding, the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any construction or dedication of land for school facility system improvements that are accepted by the County Council and the School Board for systems improvements identified in the CIP.
- (b) *Valuation of Credits*
  - 1) Credit for land dedication for a school, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council and School Board in an appraisal paid for by the fee payor.
  - 2) Credit for construction of a school building shall be valued by the County Council and School Board based on construction costs estimates submitted by the fee payor. The County Council, after consultation with the School Board, shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council and School Board.
- (c) *When Credits Become Effective*



- 1) Credits for land dedication for schools shall become effective after the credit is approved by County Council and the School Board pursuant to this section and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the School Board in a form established by the School Board at no cost to the School Board, and (b) the dedication of land has been accepted by the School Board.
- 2) Credits for construction of school buildings shall become effective after the credit is approved by County Council and School Board pursuant to this section, a Credit Agreement/Development Agreement is entered into, and (a) all required construction has been completed and has been accepted by the School Board, (b) a suitable maintenance and warranty bond has been received and approved by the School Board, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable School Board requirements.
- 3) Credits for construction or dedication of land for school facility system improvements shall be transferable within the same development for school development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council and School Board for registration.
- 4) The total amount of the credit shall not exceed the amount of the school development impact fees due and payable for the project.
- 5) The County and School Board may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to construct school facility system improvements in the CIP, to the extent the fair market value of the construction of those school facility system improvements exceed the obligation to pay school development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the school facility system improvements constructed.
- 6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council and School Board. The Credit Agreement/Development Agreement shall specifically outline the construction of school buildings or land dedication for schools, the time by which they shall be completed or dedicated, and any extensions thereof, and the value (in dollars) of the credit against the school development impact fees the fee payor shall receive for the construction of school buildings or the dedication of land.

**SECTION 82-207. TRUST ACCOUNT FOR SCHOOL DEVELOPMENT IMPACT FEES.**

The County and municipalities in the South Beaufort County School Service Area (the towns of Bluffton and Hilton Head Island and the City of Hardeeville), pursuant to an intergovernmental agreement with the County, hereby establish segregated School Development Impact Fee Trust Accounts. All school development impact fees collected by the County and the municipalities for school development impact fees shall be placed in their respective Trust Account. By November 1 of each year, the municipalities shall transfer the school development impact fees they collect to the County. Upon receipt, the County shall place the fees received from each municipality into its School Development Impact Fee Trust Account, identifying which fees came from which municipality. Prior to December 1 of each year, the

County shall transfer all school development impact fees received and collected to the School Board. The Trust Account shall be interest-bearing and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to school development impact fee funds.

**SECTION 82-208. EXPENDITURE OF FEES FOR SYSTEM IMPROVMENTS.**

School development impact fee funds transferred to the School Board by the County shall be used by the School Board in accordance with the County impact fee procedures in Section 82-21 *et seq.* solely and exclusively for school facility system improvements as set forth in the school support study and CIP. System improvements generally include the following: school buildings, land, and school buses for public elementary, middle, and high schools that are designed to expand school system capacity.

**SECTION 82-209. DEVELOPMENT AGREEMENT OPTION.**

- (a) A developer may pay the school facilities development impact fee as calculated pursuant to Section 82-204. Development Impact Fee Schedule, as the proposed development project's proportionate share of school facility system improvement costs and as full and complete payment of such obligations. In the alternative, the developer may enter into an agreement with the County or a participating municipality (as applicable) pursuant to the State Local Government Development Agreement Act, and provide for dedication of land or construction of school buildings or for payments in-lieu of school development impact fees for school facility system improvements.
- (b) A school development impact fee may not be imposed on a developer who has entered into a development agreement with the County who provides for the school facility system improvement needs of the developer's development project that is subject to the development agreement.
- (c) A development agreement for school facility system improvements in accordance with this section may only be entered into with the authorization and approval of both the County and the developer, or the participating municipality and the developer (as appropriate), and after consultation with the School Board.

**SECTION 82-210. DEVELOPER RIGHTS.**

The developer, pursuant to the State Development Impact Fee Act and the county impact fee procedures set forth in Section 82-21 *et seq.*, shall have the following rights, any or all of which may be exercised only in accordance with the impact fee procedures as set forth in Section 82-21 *et seq.*

- (a) *Administrative Appeal.* The developer/applicant may file an administrative appeal with the County Administrator with respect to a County or municipal decision related to the imposition, calculation, collection, processing, or expenditure of a school development impact fee, at any time; provided, however, that such appeal must comply with the provisions and requirements of the County impact fee procedures set forth in Section 82-21 *et seq.* If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the development approval process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the County or municipality to be due.
- (b) *Payment under Protest.* The developer/applicant may pay the County-calculated or municipality-calculated school development impact fees under protest, pursuant to the County impact fee

procedures as set forth in Section 82-21 *et seq.* Payment under protest does not preclude the developer/applicant from filing an administrative appeal, from requesting a refund, or from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the impact fee procedures as set forth in Section 82-21 *et seq.*

- (c) *Mediation.* The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (fee payor) as well as the County (and, if applicable, municipality) and only to address a disagreement related to the school development impact fees, as calculated by the County or municipality, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (fee payor) from pursuing other developer rights and/or remedies, as set forth in this article, the County impact fee procedures as set forth in Section 82-21 *et seq.*, or other remedies available by law.

### **SECTION 82-211. COUNTY REMEDIES.**

- (a) The County, pursuant to the State Development Impact Fee Act and the County impact fee procedures as set forth in Section 82-21 *et seq.*, and the towns of Bluffton and Hilton Head Island and the City of Hardeeville, to the extent authorized pursuant to the intergovernmental agreements entered into with the County pursuant to this article, shall have all of the following remedies, which may be exercised individually or collectively, but only in accordance with the impact fee procedures as set forth in Section 82-21 *et seq.*:
- 1) *Interest and Penalties.* The County or municipality may, in its sole discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated school development impact fees due, pursuant to the impact fee procedures as set forth in Section 82-21 *et seq.*
  - 2) *Withholding Building or Development Permit or Development Approval or Certificate of Occupancy.* The County or municipality may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the school development impact fees due.
  - 3) *Lien.* The County may impose a lien on the developer's property, pursuant to the impact fee procedures as set forth in Section 82-21 *et seq.*, for failure of the developer/applicant to timely pay the required school development impact fees in full.
- (b) The County or municipality may pursue any one or all of the remedies described in subsection (a) of this section at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of County or municipal rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

### **SECTION 82-212. REFUND OF FEES**

- (a) A collected school development impact fee shall be refunded to the owner of record of property on which a school development impact fee has been paid if:
- 1) The school development impact fee revenues collected on the property have not been expended within three years of the date they were scheduled to be expended, pursuant to the school support study and CIP; or

- 2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.
- (b) The amount, timing, and recipient of any refund required by this article of collected school development impact fees shall comply with the standards of Sec. 82-35.

**SECTION 82-213. INTERGOVERNMENTAL AGREEMENTS.**

Prior to imposition of a school development impact fee pursuant to this article, the County and the School Board shall enter into an intergovernmental agreement, and the County and the municipalities in the South Beaufort County School Service Area (the towns of Bluffton and Hilton Head Island and the City of Hardeeville) shall enter into intergovernmental agreements. These intergovernmental agreements shall:

- (a) Specify the reasonable share of funding of joint system improvements for school facility system improvements by each governmental unit; and
- (b) Provide for the collection of the school development impact fee by the municipality within its corporate limits and by the County within the unincorporated area; and
- (c) Provide for the timely transfer of school development impact fee revenues from the municipality to the County, and then the transfer of the fees collected by the participating municipalities and the County to the School Board; and
- (d) Provide for the timely expenditure of the school development impact fee revenues by the School Board, in accordance with the CIP.

**SECTION 82-214. TERMINATION OF THE SCHOOL DEVELOPMENT IMPACT FEES.**

The school development impact fees shall terminate upon the completion/conclusion of all of the school development impact fee-funded school facility system improvements as set forth in the CIP unless:

- (a) The School Board adopts a capital improvements plan for a subsequent time period for the South Beaufort County School Service Area; or
- (b) The County adopts an updated school development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

**Sections 82-215—82-219. RESERVED.**

**ORDINANCE 2020/ \_\_\_\_**

**AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING A SCHOOL DEVELOPMENT IMPACT FEE TO BE IMPOSED ON ALL NEW RESIDENTIAL DEVELOPMENT IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA; TO ENSURE THAT SCHOOL FACILITY SYSTEM IMPROVEMENTS WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM THE SCHOOL CHILDREN IN NEW RESIDENTIAL DEVELOPMENTS IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA BASED ON THE SCHOOL DISTRICT'S LEVEL OF SERVICE STANDARDS AND CAPITAL IMPROVMENTS PLAN AND TO ASSIGN THE COSTS OF SUCH PUBLIC SCHOOL FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW RESIDENTIAL DEVELOPMENT IN THE SERVICE AREA; AND ESTABLISHMENT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND THE BEAUFORT COUNTY SCHOOL DISTRICT, AND INDIVIDUAL INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY AND THE TOWNS OF BLUFFTON AND HILTON ISLAND AND THE CITY OF HARDEEVILLE TO ENSURE PROPER IMPLEMENTATION AND ADMINISTRATION OF THE SCHOOL DEVELOPMENT IMPACT FEE ORDINANCE**

**WHEREAS**, Beaufort County ("County") and the municipalities south of the Broad River (the towns of Bluffton and Hilton Head Island and the City of Hardeeville) have experienced rapid population growth and development for the past 30 years, and projections indicate that growth will continue at a reasonable rate into the future; and

**WHEREAS**, the County and the municipalities south of the Broad River have experienced the impacts on public facilities resulting from this population growth and development; and

**WHEREAS**, Beaufort County is served by the Beaufort County Board of Education ("School Board"); and

**WHEREAS**, population and growth estimates for the Beaufort County School District over the next 10 years for the area south of the Broad River indicate there will be a need for additional classrooms and other school facilities due to population growth and development in that area; and

**WHEREAS**, the School Board has defined level of service standards for the area south of the Broad River, by school type (elementary, middle, and high school), minimum square feet for school buildings, land (by acres), and school buses (per student); and

**WHEREAS**, these level of service standards and the projected residential development and student generation rates identify these school system improvement needs over the next 10 years; and

**WHEREAS**, the cost of these school system improvement needs (school buildings, land, and school buses) is significant and expensive; and

**WHEREAS**, if bonds, backed only by property taxes, are used to finance these new school facility system improvements (school buildings, land, and school buses) needed to accommodate the demand generated by new residential development in the area in Beaufort County south of the Broad River, they would be largely paid for by second homeowners who do not have children who would use these services; and

**WHEREAS**, the County Council finds that it is fair and equitable for new residential development in Beaufort County south of the Broad River to fund the required new school facility improvements, in part, through a proportionate share school development impact fee; and

**WHEREAS**, because all new residential development (single-family and multifamily dwelling units) in the area south of the Broad River generates a demand for school facility system improvements based on the same student generation rate (elementary school – 0.106 students per single-family dwelling unit and 0.069 students per multifamily dwelling unit; middle school– 0.056 students per single-family dwelling unit and 0.023 students per multifamily dwelling unit; and high school– 0.074 students per single family dwelling unit and 0.026 students per multifamily dwelling unit), the school development impact fee shall be imposed uniformly within the area south of the Broad River on all new dwelling units (single-family and multifamily), as established by the student generation rates, regardless of size or density; and

**WHEREAS**, the school development impact fee shall be imposed uniformly on all new dwelling units within the area south of the Broad River, regardless of the location of the residential development; and

**WHEREAS**, because non-residential development does not directly generate school children, the school development impact fee shall not be imposed on such development; and

**WHEREAS**, the County Council after giving ample consideration to the provision and financing of new school facility system improvements south of the Broad River, and after consulting with the School Board, now hereby finds and declares that the establishment and adoption of the school development impact fee proposed on new residential development is proportionate and based on the School Board capital improvement plan for the area south of the Broad River to accommodate new residential development in that area, and current costs to provide the system improvements; and

**WHEREAS**, the County and the School Board is empowered to execute an intergovernmental agreement on the subject of school development impact fees; and

**WHEREAS**, the County and the towns of Bluffton and Hilton Head Island, and the City of Hardeeville are empowered to execute an intergovernmental agreement on the subject of school development impact fees; and

**WHEREAS**, because only the School Board is authorized to construct school facility system improvements, intergovernmental agreements shall provide for the transfer of school development impact fee revenues from the towns of Bluffton and Hilton Head Island and the City of Hardeeville to the County, which then will transfer the fees (including those collected in the unincorporated County by the County) to the School Board; and

**WHEREAS**, the intergovernmental agreements referred to above, this Ordinance, and the impact fee procedures as set forth in Section 82-21 *et seq.* ensure that the school development impact fees which are collected and transferred to the School Board are spent for the new school facility system improvements which are identified in the School Board capital improvement plan for the area south of the Broad River which are designed to serve the school age children of new residential development in that area; and

**WHEREAS**, the County Council deems it advisable to adopt this school development impact fee Ordinance, the impact fee procedures as set forth in Section 82-21 *et seq.* of the County Code and the intergovernmental agreements with the School Board and the towns of Bluffton and Hilton Head Island and the City of Hardeeville as hereinafter set forth;

**NOW, THEREFORE, BE IT ORDAINED** by the County Council of Beaufort County, South Carolina that:

**SECTION 1. TEXT AMENDMENT TO CHAPTER 82**

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees is amended by adding Article VIII, School Development Impact Fees—Southern Beaufort County Service Area, as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

**SECTION 2. EFFECTIVE DATE.**

- (a) This Ordinance shall become effective on       , 2020, provided, however, that the school development impact fee for new development within the South Beaufort County School Service Area established by this Ordinance shall only be effective upon the date that all municipalities in the service area have entered into the intergovernmental agreements with the County required by Section 82-213 of the County Code as amended by this Ordinance, and the County and School Board have entered into the intergovernmental agreement required by Section 82-213 of the County Code as amended by this Ordinance.
- (b) Applications for new residential development filed after the effective date as set forth in this section shall be subject to the school development impact fee established by this Ordinance.
- (c) Applications for new residential development filed between the date of adoption of this Ordinance and the effective date as set forth in this section shall not be subject to the school development impact fee established by this Ordinance.

**SECTION 3. LIBERAL CONSTRUCTION.**

The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes in the interest of furthering, promoting, and protecting the public health, safety, and welfare.

**SECTION 4. SEVERABILITY.**

- (a) If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion of this Ordinance shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this Ordinance nor impair or nullify the remainder of this Ordinance, which shall continue in full force and effect.
- (b) If the application of any provision of this Ordinance to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of County Council is that such decision shall be limited only to the specific new development expressly involved in the controversy, action or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair or nullify this Ordinance as a whole or the application of any provision of this Ordinance to any other new development.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

**EXHIBIT A****ARTICLE VIII. SCHOOL FACILITIES—SOUTHERN BEAUFORT COUNTY SERVICE AREA****SECTION 82-200. ADOPTION AND IMPOSITION OF SCHOOL DEVELOPMENT IMPACT FEES.**

Pursuant to the impact fee procedures in Section 82-21 *et seq.*, and the intergovernmental agreements between the County and the Beaufort County Board of Education (“School Board”), and the County and the towns of Bluffton and Hilton Head Island and the City of Hardeeville, and other applicable provisions of the County Code, this school development impact fee shall be adopted and imposed on all new residential development (single-family and multifamily dwelling units) in the area of the County south of the Broad River, in accordance with the procedures and requirements of this article.

**SECTION 82-201. ESTABLISHMENT OF SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA.**

- (a) The school development impact fee shall be calculated and imposed within the South Beaufort County School Service Area, including unincorporated areas as well as those areas within all the municipalities in the service area (the towns of Bluffton and Hilton Head Island, and the City of Hardeeville), in accordance with intergovernmental agreements between the County and those municipalities.
- (b) The boundaries of the South Beaufort County School Service Area are all areas of the County south of the Broad River and are identified in Figure 82-201: South Beaufort County School Service Area.



**FIGURE 82-201: SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA**

### SECTION 82-202. INCORPORATION OF SUPPORT STUDY

The County and the municipalities in the South Beaufort County School Service Area (the towns of Bluffton, Hilton Head Island and the City of Hardeeville) rely on the level of service standards, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for school development impact fees, and the capital improvement plan (CIP) for school facility system improvements set out in *School Impact Fee Study and Capital Improvement Plan* prepared by TischlerBise, dated July 27, 2020 (hereinafter “school support study and CIP”). The school support study and CIP are incorporated herein by reference. The school support study and CIP set forth reasonable level of service standards, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on the South Beaufort County School Service Area’s school facility system improvement needs.

### SECTION 82-203. IMPOSITION OF SCHOOL DEVELOPMENT IMPACT FEES

- (a) Pursuant to this article and the appropriate intergovernmental agreements between the County and the School Board, and the County and all the municipalities in the South Beaufort County School Service Area (Bluffton, Hilton Head, and Hardeeville), and in accordance with the impact fee procedures as set forth in Section 82-21 *et seq.*, the State Development Impact Fee Act, and the school support study and the CIP, school development impact fees shall be imposed in the South Beaufort County School Service Area.

- (b) The school development impact fee shall be imposed on all new residential development in the South Beaufort County School Service Area unless the residential development is exempted, or an exception or waiver is granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33(b)(3)c. If an exception or waiver is granted, the development impact fees which otherwise would have been due shall be provided to the School Board using funds available for new residential growth needs from sources other than school development impact fees.
- (c) Residential development in the unincorporated County of the service area shall pay the fees prior to issuance of a building permit. Pursuant to the individual intergovernmental agreements between the County and the municipalities in the service area, residential development in the towns of Bluffton and Hilton Head Island, and the City of Hardeeville shall pay the fees prior to issuance of a building permit. A building permit for residential development shall not be issued in Bluffton, Hilton Head Island, or Hardeeville without confirmation, in writing, from the appropriate building official that the school development impact fees have been paid in accordance with this section.

**SECTION 82-204. DEVELOPMENT IMPACT FEE SCHEDULE.**

- (a) The following general procedure shall be followed upon receipt of an application for a building permit for new residential development:
  - 1) Identify the number and type of dwelling units (either single-family or multifamily) in the proposed new or expanded residential development; and
  - 2) Multiply the number of dwelling units by the school development impact fee in the table below, for the type of dwelling unit.

DWELLING UNIT TYPE	FEE
Single Family	\$9,535
Multifamily	\$4,508

- (b) The school development impact fee shall be adjusted annually to reflect the effects of inflation on the costs for school facility system improvements set forth in the school support study and CIP, beginning on December 1, 2021. In each following year by December 1, the school development impact fee amount set forth in Table 1: School Development Impact Fee Schedule, South Beaufort County School Service Area, shall be adjusted to account for inflationary increases in the costs of providing school facility system costs using the Construction Cost Index calculated by the Engineering News Record (ENR). For each such adjustment, the school facilities development impact fees currently in use for the service area pursuant to this subsection shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator.

**SECTION 82-205. INDIVIDUAL ASSESSMENT OF DEVELOPMENT IMPACT.**

- (a) In-lieu of calculating the school development impact fees by reference to the fee schedule in the table above, a fee payor may request that the amount of the required school development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

- (b) If a fee payor requests the use of an Individual Assessment of Development Impact, the fee payor shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the fee payor's expense.
- (c) Each Individual Assessment of Development Impact shall be based on the same level of service standards and system improvement costs for school facility system improvements used in the school support study and CIP, shall use the formula for calculating the development impact fee used in the school support study and CIP, and shall document the relevant methodologies and assumptions used. The burden shall be on the fee payor requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the school support study and reflected in the fee schedule in Sec. 82-204 is less accurate than the results of the Individual Assessment of Development Impact.
- (d) The Individual Assessment of Development Impact may attempt to demonstrate that student generation rates or other factors more accurately reflect the impacts of the proposed development (no adjustments in the assumption of credits shall be made). Support for alternate student generation rates by land use category or other factors shall only be provided through local data and surveys.
- (e) Each Individual Assessment of Development Impact shall be submitted to the Director or a designee, and may be accepted, rejected, or accepted with modifications by the Director or a designee as the basis for calculating school development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for school facility system improvements created by the proposed new development than the applicable fees in Sec. 82-204, then the development impact fees due under this article shall be calculated according to such assessment.

#### **SECTION 82-206. CREDITS.**

- (a) Any developer/fee payor which is obligated to pay a school development impact fee under this section may apply for credit against school development impact fees otherwise due up to, but not exceeding, the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any construction or dedication of land for school facility system improvements that are accepted by the County Council and the School Board for systems improvements identified in the CIP.
- (b) *Valuation of Credits*
  - 1) Credit for land dedication for a school, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council and School Board in an appraisal paid for by the fee payor.
  - 2) Credit for construction of a school building shall be valued by the County Council and School Board based on construction costs estimates submitted by the fee payor. The County Council, after consultation with the School Board, shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council and School Board.
- (c) *When Credits Become Effective*

- 1) Credits for land dedication for schools shall become effective after the credit is approved by County Council and the School Board pursuant to this section and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the School Board in a form established by the School Board at no cost to the School Board, and (b) the dedication of land has been accepted by the School Board.
- 2) Credits for construction of school buildings shall become effective after the credit is approved by County Council and School Board pursuant to this section, a Credit Agreement/Development Agreement is entered into, and (a) all required construction has been completed and has been accepted by the School Board, (b) a suitable maintenance and warranty bond has been received and approved by the School Board, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable School Board requirements.
- 3) Credits for construction or dedication of land for school facility system improvements shall be transferable within the same development for school development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council and School Board for registration.
- 4) The total amount of the credit shall not exceed the amount of the school development impact fees due and payable for the project.
- 5) The County and School Board may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to construct school facility system improvements in the CIP, to the extent the fair market value of the construction of those school facility system improvements exceed the obligation to pay school development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the school facility system improvements constructed.
- 6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council and School Board. The Credit Agreement/Development Agreement shall specifically outline the construction of school buildings or land dedication for schools, the time by which they shall be completed or dedicated, and any extensions thereof, and the value (in dollars) of the credit against the school development impact fees the fee payor shall receive for the construction of school buildings or the dedication of land.

**SECTION 82-207. TRUST ACCOUNT FOR SCHOOL DEVELOPMENT IMPACT FEES.**

The County and municipalities in the South Beaufort County School Service Area (the towns of Bluffton and Hilton Head Island and the City of Hardeeville), pursuant to an intergovernmental agreement with the County, hereby establish segregated School Development Impact Fee Trust Accounts. All school development impact fees collected by the County and the municipalities for school development impact fees shall be placed in their respective Trust Account. By November 1 of each year, the municipalities shall transfer the school development impact fees they collect to the County. Upon receipt, the County shall place the fees received from each municipality into its School Development Impact Fee Trust Account, identifying which fees came from which municipality. Prior to December 1 of each year, the

County shall transfer all school development impact fees received and collected to the School Board. The Trust Account shall be interest-bearing and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to school development impact fee funds.

**SECTION 82-208. EXPENDITURE OF FEES FOR SYSTEM IMPROVEMENTS.**

School development impact fee funds transferred to the School Board by the County shall be used by the School Board in accordance with the County impact fee procedures in Section 82-21 *et seq.* solely and exclusively for school facility system improvements as set forth in the school support study and CIP. System improvements generally include the following: school buildings, land, and school buses for public elementary, middle, and high schools that are designed to expand school system capacity.

**SECTION 82-209. DEVELOPMENT AGREEMENT OPTION.**

- (a) A developer may pay the school facilities development impact fee as calculated pursuant to Section 82-204. Development Impact Fee Schedule, as the proposed development project's proportionate share of school facility system improvement costs and as full and complete payment of such obligations. In the alternative, the developer may enter into an agreement with the County or a participating municipality (as applicable) pursuant to the State Local Government Development Agreement Act, and provide for dedication of land or construction of school buildings or for payments in-lieu of school development impact fees for school facility system improvements.
- (b) A school development impact fee may not be imposed on a developer who has entered into a development agreement with the County who provides for the school facility system improvement needs of the developer's development project that is subject to the development agreement.
- (c) A development agreement for school facility system improvements in accordance with this section may only be entered into with the authorization and approval of both the County and the developer, or the participating municipality and the developer (as appropriate), and after consultation with the School Board.

**SECTION 82-210. DEVELOPER RIGHTS.**

The developer, pursuant to the State Development Impact Fee Act and the county impact fee procedures set forth in Section 82-21 *et seq.*, shall have the following rights, any or all of which may be exercised only in accordance with the impact fee procedures as set forth in Section 82-21 *et seq.*

- (a) *Administrative Appeal.* The developer/applicant may file an administrative appeal with the County Administrator with respect to a County or municipal decision related to the imposition, calculation, collection, processing, or expenditure of a school development impact fee, at any time; provided, however, that such appeal must comply with the provisions and requirements of the County impact fee procedures set forth in Section 82-21 *et seq.* If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the development approval process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the County or municipality to be due.
- (b) *Payment under Protest.* The developer/applicant may pay the County-calculated or municipality-calculated school development impact fees under protest, pursuant to the County impact fee

procedures as set forth in Section 82-21 *et seq.* Payment under protest does not preclude the developer/applicant from filing an administrative appeal, from requesting a refund, or from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the impact fee procedures as set forth in Section 82-21 *et seq.*

- (c) *Mediation.* The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (fee payor) as well as the County (and, if applicable, municipality) and only to address a disagreement related to the school development impact fees, as calculated by the County or municipality, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (fee payor) from pursuing other developer rights and/or remedies, as set forth in this article, the County impact fee procedures as set forth in Section 82-21 *et seq.*, or other remedies available by law.

### **SECTION 82-211. COUNTY REMEDIES.**

- (a) The County, pursuant to the State Development Impact Fee Act and the County impact fee procedures as set forth in Section 82-21 *et seq.*, and the towns of Bluffton and Hilton Head Island and the City of Hardeeville, to the extent authorized pursuant to the intergovernmental agreements entered into with the County pursuant to this article, shall have all of the following remedies, which may be exercised individually or collectively, but only in accordance with the impact fee procedures as set forth in Section 82-21 *et seq.*:
- 1) *Interest and Penalties.* The County or municipality may, in its sole discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated school development impact fees due, pursuant to the impact fee procedures as set forth in Section 82-21 *et seq.*
  - 2) *Withholding Building or Development Permit or Development Approval or Certificate of Occupancy.* The County or municipality may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the school development impact fees due.
  - 3) *Lien.* The County may impose a lien on the developer's property, pursuant to the impact fee procedures as set forth in Section 82-21 *et seq.*, for failure of the developer/applicant to timely pay the required school development impact fees in full.
- (b) The County or municipality may pursue any one or all of the remedies described in subsection (a) of this section at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of County or municipal rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

### **SECTION 82-212. REFUND OF FEES**

- (a) A collected school development impact fee shall be refunded to the owner of record of property on which a school development impact fee has been paid if:
- 1) The school development impact fee revenues collected on the property have not been expended within three years of the date they were scheduled to be expended, pursuant to the school support study and CIP; or

- 2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.
- (b) The amount, timing, and recipient of any refund required by this article of collected school development impact fees shall comply with the standards of Sec. 82-35.

**SECTION 82-213. INTERGOVERNMENTAL AGREEMENTS.**

Prior to imposition of a school development impact fee pursuant to this article, the County and the School Board shall enter into an intergovernmental agreement, and the County and the municipalities in the South Beaufort County School Service Area (the towns of Bluffton and Hilton Head Island and the City of Hardeeville) shall enter into intergovernmental agreements. These intergovernmental agreements shall:

- (a) Specify the reasonable share of funding of joint system improvements for school facility system improvements by each governmental unit; and
- (b) Provide for the collection of the school development impact fee by the municipality within its corporate limits and by the County within the unincorporated area; and
- (c) Provide for the timely transfer of school development impact fee revenues from the municipality to the County, and then the transfer of the fees collected by the participating municipalities and the County to the School Board; and
- (d) Provide for the timely expenditure of the school development impact fee revenues by the School Board, in accordance with the CIP.

**SECTION 82-214. TERMINATION OF THE SCHOOL DEVELOPMENT IMPACT FEES.**

The school development impact fees shall terminate upon the completion/conclusion of all of the school development impact fee-funded school facility system improvements as set forth in the CIP unless:

- (a) The School Board adopts a capital improvements plan for a subsequent time period for the South Beaufort County School Service Area; or
- (b) The County adopts an updated school development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

**Sections 82-215—82-219. RESERVED.**



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## BEAUFORT COUNTY COUNCIL

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### 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

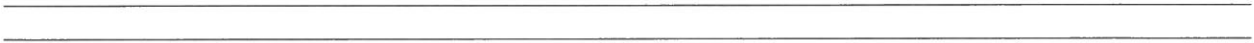
**BEAUFORT COUNTY MEMORIAL HOSPITAL  
d/b/a BEAUFORT MEMORIAL HOSPITAL**

and

**REGIONS BANK**

relating to

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



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**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 undismissed 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](mailto:Alicia.mccory@regions.com))  
Frede Alspach ([frede.alspach@regions.com](mailto:frede.alspach@regions.com))  
Amber Crosby ([amber.crosby@regions.com](mailto:amber.crosby@regions.com))  
Leo Bashinsky ([leo.bashinsky@regions.com](mailto:leo.bashinsky@regions.com))  
Frances Scott ([frances.scott@regions.com](mailto:frances.scott@regions.com))  
Stacy Scala ([stacy.scala@regions.com](mailto: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:

- 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]<sup>1</sup>:

(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: \_\_\_\_\_

<sup>1</sup> 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.

**ORDINANCE 2020/ \_\_\_\_**

**AN ORDINANCE DECLARING LOUD AND UNNECESSARY VEHICULAR NOISE A PUBLIC NUISANCE AND PROVIDING THAT VIOLATIONS ARE A MISDEMEANOR.**

**WHEREAS**, Beaufort County Council finds and declares that loud, obnoxious, unnecessary or excessive vehicular noise is a serious hazard to the public health, welfare, peace and safety of Beaufort County residents and visitors; and

**WHEREAS**, residents and visitors of Beaufort County have a right to the peaceful enjoyment of their property and without exposure to loud, obnoxious, unnecessary, or excessive vehicular noises; and

**WHEREAS**, loud, obnoxious, unnecessary or excessive vehicular noises adversely impact residents' quality of life and are thus a public nuisance; and

**WHEREAS**, County Council is in receipt of citizens' concerns about the increased proliferation of "muscle" cars, modified mufflers, excessively loud speaker systems, and other loud, obnoxious, unnecessary or excessive vehicular noises in the unincorporated areas of Beaufort County; and

**WHEREAS**, it is in the best interest of Beaufort County residents and visitors to declare loud, obnoxious, unnecessary or excessive vehicular noises a public nuisance and provide for penalties for violations in the interest of protecting citizens public health, welfare, peace and safety as well as protecting the quality of life in Beaufort County.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby amend the Beaufort County Code of Ordinances Chapter 70 Traffic and Vehicles by inserting the below Article VI Loud and Unnecessary Noises Declared a Public Nuisance:

**Article VI.- Loud and Unnecessary Vehicular Noises Declared a Public Nuisance.**

Sec. 101. - Loud and unseemly noise.

- (a) Beaufort County Council finds that loud, obnoxious, unnecessary or excessive vehicular noise is a serious hazard to the public health, welfare, peace and safety of Beaufort County residents and visitors. Therefore, Beaufort County Council declares loud, obnoxious, unnecessary or excessive vehicular noise a public nuisance.
- (b) It shall be unlawful for any person to drive, propel or otherwise operate a motorized vehicle in a manner which emits loud and unseemly noise, which willfully disturbs any residence, neighborhood or business in Beaufort County. The prohibition of this subsection shall include operating a motorized vehicle by rapid throttle advancing (revving) of an internal combustion engine resulting in increased noise from the engine.

(c) It shall be unlawful for any person to play, operate or cause to be played or operated any vehicular sound system in such a manner as to be audible, in a loud, obnoxious, unnecessary or excessive way, from any public street or right-of-way.

(d) For the purpose of this Article VI, vehicle noise includes noise from cars, trucks, mopeds, motorcycles, vans, buses, motor scooters, motorized skateboards, and other electric or combustible type engine vehicles. Loud, obnoxious, unnecessary or excessive noise prohibited herein includes, but may not be limited to, noise from engines, mufflers, other mechanical parts, or sounds system associated with a vehicle.

(e) Loud and unseemly noise shall mean, loud, obnoxious, unnecessary or excessive noise which disturbs the peaceful enjoyment of private or public property. Loud and unseemly noise includes but is not limited to any one (1) of the following:

1. Misuse of acceleration or braking power that exceeds tire traction limits, sometimes known as "burn-outs", "burning rubber", "laying down rubber" or "peeling rubber".
2. Excessive acceleration or deceleration while in motion where there is no emergency need.
3. Rapid acceleration by means of quick up shifting of transmission gears with either a clutch or manual transmission or automatic transmission.
4. Rapid deceleration by means of quick downshifting of transmission gears with either a clutch or manual transmission or an automatic transmission.
5. Racing or revving of engines by manipulation of the accelerator, gas pedal, or carburetor in applying fuel to the engine in a greater amount than is necessary whether the vehicle is either in motion or standing still.
6. Operation of the vehicle by intentionally applying unnecessarily excessive acceleration from a stationary position, or unnecessary, deliberate or intentional bursts of acceleration while moving in a nonemergency situation.
7. Operating a motor vehicle (excluding emergency response vehicles as provided below) that exceeds a measured noise level of more than 92 decibels on the decibel meter when measured 20 inches from the exhaust pipe at a 45 degree angle while the vehicle is operating at idle.
8. Operating a motor vehicle of any size and regardless of the year of manufacture in violation of S.C. Code §§ 56-5-5020 and 56-5-5030.
9. Operation of a motor vehicle stereo system or sound system with excessive volume that substantially contrasts with the surrounding ambient noise(s) in a manner so as to disrupt the quiet, peaceful enjoyment of private or public property.

Sec. 102. - Exceptions.

(a) This Article VI shall not be construed or interpreted in any way so as to interfere with or discourage the “Sound of Freedom” emanating from airplanes associated with the Marine Corps Air Station, Beaufort.

(b) The normal sound of motorcycles and mopeds are not a violation of this Article VI unless something additional is contributing to the loud, obnoxious, unnecessary or excessive nature of the noise. For example, a driver excessively, repeatedly, or unnecessarily throttles the engine beyond what is necessary for the purpose of propulsion or the motorcycles parts have been modified to exaggerate the normal sounds of the motorcycle or moped.

(c) Nothing herein should be construed to prohibit the use of a vehicular horn for the purpose of notifying those nearby of the presence of another vehicle or a potential hazard.

(d) All equipment owned or operated by Federal, State, or local government including emergency response vehicles, law enforcement vehicles, EMS vehicles and Fire District response vehicles shall be exempt from this Article VI.

(e) Motor vehicles used in any permitted events involving motor vehicles including but not limited to parades or car shows, during the permitted times of the events.

Sec. 103. - Enforcement and penalties.

(a) Beaufort County Sheriff’s Office shall be charged with the responsibility of enforcing this Article. All violations of this Article VI shall be heard by the Beaufort County Magistrate Court. Nothing herein shall be construed to prevent Beaufort County Code Enforcement officers, duly commissioned by County Council, from enforcing the provisions of this Article VI.

(b) Any person who violates the provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court, or imprisonment not exceeding 30 days, or both.

(d) *Enforcement factors.* In the enforcement of standards established in this section an enforcement officer may be required to exercise judgment in determining if a particular noise is sufficiently loud or otherwise so offensive that it would unreasonably disturb other persons in the vicinity. The police department or other enforcing agency may make a subjective determination of loud or unseemly noise at the time of the complaint or enforcement. When making such determinations the enforcement officer shall consider the following factors:

- (1) The intensity (sound pressure level) of the noise.
- (2) Whether the nature of the noise is usual or unusual.
- (3) Whether the origin of the noise is natural or man-made.
- (4) The volume and intensity of the background noise, if any.



- (5) The proximity of the noise to residential sleeping facilities
- (6) The nature and zoning of the area within which the noise emanates.
- (7) The time of the day or night along with day of week and time of year the noise occurs.
- (8) The duration of the noise.
- (9) Whether the noise is recurrent, intermittent or constant.
- (10) Any other articulable factor that demonstrates a disturbance of quiet and peaceful enjoyment of public or private property.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

DRAFT

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

Joe Passiment, Chairman

ATTEST:

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

Chronology

- Third and final reading occurred
- Public hearing occurred
- Second reading occurred
- First reading approval occurred
- Community Services Committee discussion and recommendation to



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>AN ORDINANCE DECLARING LOUD AND UNNECESSARY VEHICULAR NOISE A PUBLIC NUISANCE AND PROVIDING THAT VIOLATIONS ARE A MISDEMEANOR</i>
<b>MEETING NAME AND DATE:</b>
<i>County Council</i>
<b>PRESENTER INFORMATION</b>
<i>Administration (Time Needed for Item Discussion)</i>
<b>ITEM BACKGROUND:</b>
<i>FIRST READING ON MARCH 9, 2020 -- VOTE 10:1</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<b>FISCAL IMPACT:</b>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>APPROVE</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>MOTION TO APPROVE AN ORDINANCE DECLARING LOUD AND UNNECESSARY VEHICULAR NOISE A PUBLIC NUISANCE AND PROVIDING THAT VIOLATIONS ARE A MISDEMEANOR. MOVE TO THIRD READING AND PUBLIC HEARING ON SEPTMEBER 28, 2020</i>



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## BEAUFORT COUNTY COUNCIL

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### 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



**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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## BEAUFORT COUNTY COUNCIL

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### 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.

STATE OF SOUTH CAROLINA                            )  
   )  
 COUNTY OF BEAUFORT                                 )                         **COMMERCIAL PROPERTY**  
   )                         **LEASE AGREEMENT**

**THIS COMMERCIAL PROPERTY LEASE AGREEMENT** is made and entered into this **1st day of July, 2020** (“Lease”), by and between **Beaufort County**, a political subdivision of the State of South Carolina, (“Landlord”) and **Mobile Communications America** (“Tenant”), collectively referred to as the “Parties”.

**NOW, THEREFORE**, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below.

**I. DESCRIPTION OF LEASED PREMISES.** The premises to be conveyed is located at 140 and 144 Shanklin Road, Burton, SC 29906. This agreement includes the use of 59% or 2075SF of the premises hereinafter referred to as “Premises”.

**II. TERM**

2.1 *Term.* The Lease Term shall be for a term of one (1) year (“Tenancy”) commencing on **July 1, 2020** (“Commencement Date”) and terminating on **June 30, 2021** (“Termination Date”).

2.2 *Renewal.* This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any lease renewal shall include the same terms as this Lease and be for a period of up to five (5) years. This Lease may only be renewed up to four (4) times. Tenant shall notify the Landlord in writing of its desire to renew no later than ninety (90) days before the expiration of the Initial Term or any renewal term. The terms set forth in this Paragraph shall collectively be referred to hereafter as a “Renewal Term”.

**III. RENTAL PAYMENT**

3.1 *Payment of Rent.* Tenant shall pay to Landlord **One Thousand Seven Hundred Fifty Two Dollars (\$1,752.00)** in monthly base rental payments (“Base Rent”) during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The first rental payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 9.1. All rental payments shall be made in the form of check or wire transfer.

3.2 *Late Payment of Rent.* Any rents not paid within five (5) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of ten percent (10%) of the sum then due.

3.3 *Triple Net Lease.* The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, the Building and the Land, together with all Improvements constructed thereon, including, without limitation, all taxes, fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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 nor 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, Tenant's 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 Tenant's 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 (15<sup>th</sup>) 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

**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

WITNESSES:

Beaufort County "Grantee's" Signature

\_\_\_\_\_  
(Signature of Witness #1)

By: \_\_\_\_\_  
Neil J. Desai, P.E.

\_\_\_\_\_  
(Signature of Witness #2 – the Notary Public)

Its: Director of Public Works

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public, do hereby certify that Neil J Desai, Director Public Works for Beaufort County 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 South Carolina  
My Commission Expires: \_\_\_\_\_

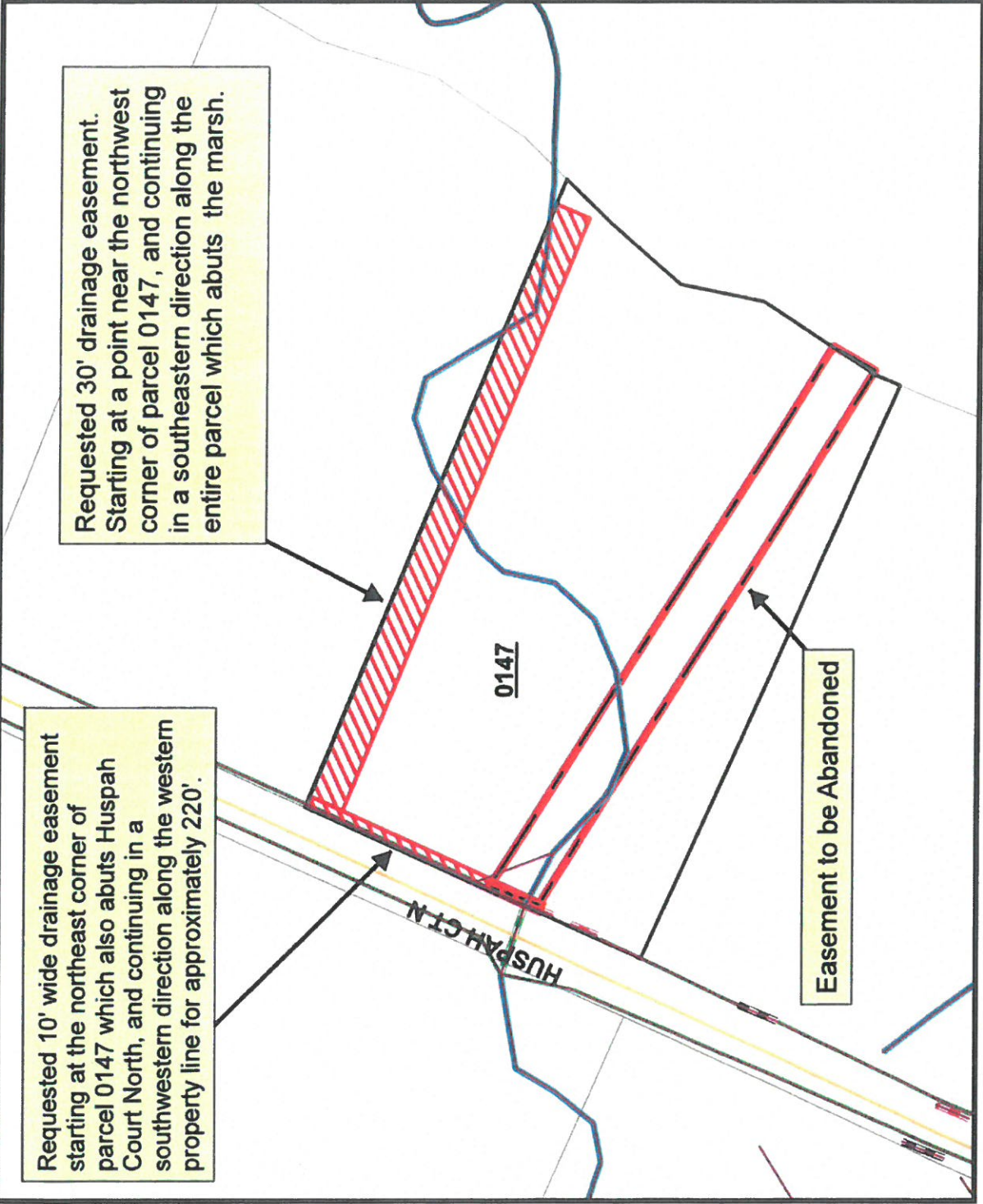
(Exhibit "A")  
R700 -019  
Huspah Court North

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:



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>Ordinance - Text Amendment to the Community Development Code (CDC): Appendix B to remove the maximum lot size requirement for minor residential subdivisions in the D3 General Neighborhood (D3GN), the D4 Mixed Use (D4MU); the Village Center (D5VC), and the Gateway Corridor (D5GC) districts on Daufuskie Island</i>
<b>MEETING NAME AND DATE:</b>
<i>Beaufort County Council Meeting – September 14, 2020</i>
<b>PRESENTER INFORMATION:</b>
<i>Eric Greenway, AICP, Community Development Director (5 minutes)</i>
<b>ITEM BACKGROUND:</b>
<i>Planning Commission voted 7 for and 1 against to recommend the amendment at their July 6, 2020 meeting. Natural Resources Committee voted unanimously to recommend to County Council at their August 31, 2020 meeting.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>Planning staff is recommending to keep the maximum lot size requirement, but only make it applicable to major subdivisions (5 or more lots). This would remove the burden for small subdivisions while insuring that larger developments that will have an impact on the character of the area, will develop at the intended density.</i>
<b>FISCAL IMPACT:</b>
<i>None</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Staff recommends approval</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Motion to approve a Text Amendment to the Community Development Code (CDC): Appendix B to remove the maximum lot size requirement for minor residential subdivisions in the D3 General Neighborhood (D3GN), the D4 Mixed Use (D4MU); the Village Center (D5VC), and the Gateway Corridor (D5GC) districts on Daufuskie Island;</i>  <i>Or</i>  <i>Motion to deny a Text Amendment to the Community Development Code (CDC): Appendix B to remove the maximum lot size requirement for minor residential subdivisions in the D3 General Neighborhood (D3GN), the D4 Mixed Use (D4MU); the Village Center (D5VC), and the Gateway Corridor (D5GC) districts on Daufuskie Island;</i>







# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<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>
<b>MEETING NAME AND DATE:</b>
<i>Beaufort County Council Meeting – September 14, 2020</i>
<b>PRESENTER INFORMATION:</b>
<i>Eric Greenway, AICP, Community Development Director (5 minutes)</i>
<b>ITEM BACKGROUND:</b>
<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>
<b>PROJECT / ITEM NARRATIVE:</b>
<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>
<b>FISCAL IMPACT:</b>
<i>None</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Staff recommends approval.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<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>



<b>ITEM TITLE:</b>
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
<b>MEETING NAME AND DATE:</b>
County Council Meeting for September 14, 2020
<b>PRESENTER INFORMATION:</b>
Eric Greenway Director, Planning and Zoning (5 min.)
<b>ITEM BACKGROUND:</b>
<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>
<b>PROJECT / ITEM NARRATIVE:</b>
<b>C. EXISTING ZONING:</b> 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.
<b>D. PROPOSED ZONING:</b> 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.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval
<b>OPTIONS FOR COUNCIL MOTION:</b>
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

<b>ITEM TITLE:</b>
<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>
<b>MEETING NAME AND DATE:</b>
<i>Beaufort County Council Meeting – September 14, 2020</i>
<b>PRESENTER INFORMATION:</b>
<i>Eric Greenway, AICP, Community Development Director (5 minutes)</i>
<b>ITEM BACKGROUND:</b>
<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>
<b>PROJECT / ITEM NARRATIVE:</b>
<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>
<b>FISCAL IMPACT:</b>
<i>None</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<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>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<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>



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**BEAUFORT COUNTY COUNCIL**

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**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:

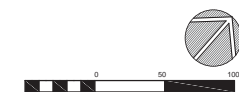
\_\_\_\_\_  
Sarah Brock, Clerk to Council

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

- A** Interpretive Houses (Ghosed Structures)
- B** Interpretive Garden/Rear Yard
- C** Church and Archaic Interpretive Area
- D** Military Map Road Alignment
- E** Classroom, Lab, and Offices (~4,000 SF)
- F** Maintenance Building (~2,000 SF)
- G** Maintenance/Lab Parking (7 spaces)
- H** Main Parking Lot (54 spaces, 18 overflow)
- I** Interpretive Trail
- J** General Store Interpretation (Ghosed)
- K** Path to Beach



HISTORIC MITCHELVILLE **FREEDOM PARK**  
POTENTIAL PHASE ONE BUILD -OUT



## Exhibit 1

## Interpretive Costs

<b>Preliminary Cost Estimate - Concept Level -12.06.19</b>				
<b>Historic Mitchelville Freedom Park</b>				
<b>Hilton Head, SC</b>				
<i>Item</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total Cost</i>
				<b>Totals Phase 1</b>
<b>Interpretive Elements Phase 1</b>				<b>\$1,090,000.00</b>
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
<b>Interpretive Elements Phase 1 - Design Fees</b>				<b>\$140,500.00</b>
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
				<b>Totals Phase 2</b>
<b>Interpretive Elements Phase 2</b>				<b>\$3,446,000.00</b>
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
<b>Interpretive Elements Phase 2 - Design Fees</b>				<b>\$691,000.00</b>
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
				<b>Phase 1 Subtotal</b>
				<b>\$1,230,500.00</b>
				<b>Phase 2 Subtotal</b>
				<b>\$4,137,000.00</b>
				<b>Grand Subtotal</b>
				<b>\$5,367,500.00</b>
Unforeseen Contingency Conceptual Level @ 25%				\$1,341,875.00
				<b>GRAND TOTAL</b>
				<b>\$6,709,375.00</b>



Site and Building Costs

<b>Preliminary Cost Estimate - Concept Level - 12-6-19</b>				
<b>Historic Mitchelville Freedom Park</b>				
<b>Hilton Head, SC</b>				
<i>Item</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total Cost</i>
				<b>Totals Phase 1</b>
<b>Site Preparation</b>				<b>\$165,025.00</b>
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
<b>Interpretive Houses</b>				<b>\$405,000.00</b>
House Ghosting	SF	\$50.00	8,100	\$405,000.00
<b>Interpretive Garden/Rear Yard</b>				<b>\$7,800.00</b>
Sod	SF	\$1.00	2,800	\$2,800.00
Plants	LS	\$5,000.00	1	\$5,000.00
<b>Church and Archaic Interpretive Area</b>				<b>\$26,250.00</b>
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
<b>Military Map Road Alignment</b>				<b>\$9,360.00</b>
Concrete Paving	SF	\$6.00	1,250	\$7,500.00
Flush Curb	LF	\$12.00	155	\$1,860.00
<b>Classrooms, Lab, and Offices</b>				<b>\$1,080,000.00</b>
Building	SF	\$250.00	4,000	\$1,000,000.00
FF&E	SF	\$20.00	4,000	\$80,000.00
<b>Maintenance Building</b>				<b>\$300,000.00</b>
Building	SF	\$150.00	2,000	\$300,000.00
<b>Maintenance/ Lab Parking</b>				<b>\$41,750.00</b>
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
<b>Primary Parking Lot</b>				<b>\$365,800.00</b>
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
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
<b>Interpretive Trail</b>				<b>\$144,000.00</b>
Stabilized Screenings	SF	\$6.00	24,000	\$144,000.00
<b>General Store Interpretation</b>				<b>\$50,000.00</b>
Ghost Structure	SF	\$50.00	1,000	\$50,000.00
<b>Path to the Beach</b>				<b>\$19,500.00</b>
Stabilized Screenings	SF	\$6.00	2,000	\$12,000.00
ADA Access Mat	SF	\$7.50	1,000	\$7,500.00

<b>Utilities</b>					<b>\$262,000.00</b>
Sanitary Sewer	AL	\$62,000.00	1	\$62,000.00	
Stormwater	AL	\$60,000.00	1	\$60,000.00	
Water	LS	\$40,000.00	1	\$40,000.00	
Site Electrical (for lighting and bldgs)	LS	\$100,000.00	1	\$100,000.00	
					<b>Totals Phase 2</b>
<b>Site Preparation</b>					<b>\$125,600.00</b>
Clearing and Site Prep	SF	\$0.80	112,000	\$89,600.00	
Grading	AL	\$12,000.00	1	\$12,000.00	
Tree Protection	LS		1	\$0.00	
Erosion and Sediment Control	AL	\$24,000.00	1	\$24,000.00	
<b>Visitor Center</b>					<b>\$5,838,000.00</b>
Loop Road to Visitor Center	SF	\$6.00	13,000	\$78,000.00	
Building	SF	\$300.00	18,000	\$5,400,000.00	
FF&E	SF	\$20.00	18,000	\$360,000.00	
<b>Event Lawn with Interpretive Footprints and Acre Lots</b>					<b>\$66,420.00</b>
Sod	SF	\$1.00	32,670	\$32,670.00	
Flush Curb	LF	\$15.00	250	\$3,750.00	
Bollard Lighting	EA	\$1,500.00	20	\$30,000.00	
<b>Entry Plaza with Mitchelville Map</b>					<b>\$71,000.00</b>
Concrete Paving	SF	\$5.00	6,400	\$32,000.00	
Sawcut	LF	\$4.00	1,200	\$4,800.00	
Concrete Stain	SF	\$3.00	6,400	\$19,200.00	
Bollard Lighting	EA	\$1,500.00	10	\$15,000.00	
<b>Group Shelter</b>					<b>\$130,000.00</b>
Building	SF	\$100.00	1,300	\$130,000.00	
<b>Freedom Plaza</b>					<b>\$257,350.00</b>
Filtration Bog/Seatwalls	AL	\$75,000.00	1	\$75,000.00	
Boardwalk	LF	\$400.00	175	\$70,000.00	
Metal Grates	EA	\$500.00	5	\$2,500.00	
Permeable Pavers	SF	\$12.00	2,750	\$33,000.00	
Benches	EA	\$1,000.00	5	\$5,000.00	
Trees	EA	\$500.00	8	\$4,000.00	
Sod	SF	\$1.00	850	\$850.00	
Bog Plant Material	LS	\$5,000.00	1	\$5,000.00	
Lighting	EA	\$1,500.00	8	\$12,000.00	
Memorial/Sculpture	AL	\$50,000.00	1	\$50,000.00	
<b>Interpretive Houses</b>					<b>\$810,000.00</b>
Building Completion	SF	\$100.00	8,100	\$810,000.00	
<b>On-Street Parking</b>					<b>\$22,000.00</b>
Grasspave	SF	\$10.00	2,200	\$22,000.00	
<b>Interpretive Boardwalk</b>					<b>\$156,000.00</b>
Boardwalk	LF	\$400.00	390	\$156,000.00	
<b>General Store</b>					<b>\$100,000.00</b>
Building Completion	SF	\$100.00	1,000	\$100,000.00	
<b>Welcome/Pay Station</b>					<b>\$71,250.00</b>
Building	SF	\$150.00	275	\$41,250.00	
Gates	EA	\$7,500.00	4	\$30,000.00	

<b>Visitor Center Accessible Parking &amp; Service Area</b>					<b>\$57,500.00</b>
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	
<b>Woodland Knoll Shelter</b>					<b>\$35,100.00</b>
Building	SF	\$50.00	600	\$30,000.00	
Picnic Tables	EA	\$850.00	6	\$5,100.00	
<b>Utilities</b>					<b>\$385,000.00</b>
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	
<b>Phase 1 Subtotal</b>					<b>\$2,876,485.00</b>
<b>Phase 2 Subtotal</b>					<b>\$8,125,220.00</b>
<b>Grand Subtotal</b>					<b>\$11,001,705.00</b>
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
<b>GRAND TOTAL</b>					<b>\$16,129,993.56</b>
* 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

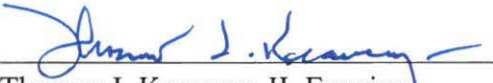
Lands funds previously approved for the development of a Master Plan. Furthermore, the County Administrator is authorized to allocate from the General Fund up to \$50,000 (from the \$575,000.00 herein pledged) for use as matching funds to Mitchelville Preservation Project, specifically for Historic Mithcelville 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 26<sup>th</sup> day of March, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:   
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

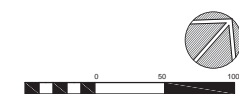
  
Thomas J. Keaveny, II, Esquire  
Beaufort County Attorney

ATTEST:  
  
Ashley M. Bennett, Clerk to Council

- |  |  |
|--|--|
| <b>A</b> Interpretive Houses (Ghosed Structures) | <b>F</b> Maintenance Building (~2,000 SF)          |
| <b>B</b> Interpretive Garden/Rear Yard           | <b>G</b> Maintenance/Lab Parking (7 spaces)        |
| <b>C</b> Church and Archaic Interpretive Area    | <b>H</b> Main Parking Lot (54 spaces, 18 overflow) |
| <b>D</b> Military Map Road Alignment             | <b>I</b> Interpretive Trail                        |
| <b>E</b> Classroom, Lab, and Offices (~4,000 SF) | <b>J</b> General Store Interpretation (Ghosed)     |
|  | <b>K</b> Path to Beach                             |



HISTORIC MITCHELVILLE **FREEDOM PARK**  
POTENTIAL PHASE ONE BUILD -OUT



## Exhibit 1

## Interpretive Costs

<b>Preliminary Cost Estimate - Concept Level -12.06.19</b>				
<b>Historic Mitchelville Freedom Park</b>				
<b>Hilton Head, SC</b>				
<i>Item</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total Cost</i>
				<b>Totals Phase 1</b>
<b>Interpretive Elements Phase 1</b>				<b>\$1,090,000.00</b>
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
<b>Interpretive Elements Phase 1 - Design Fees</b>				<b>\$140,500.00</b>
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
				<b>Totals Phase 2</b>
<b>Interpretive Elements Phase 2</b>				<b>\$3,446,000.00</b>
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
<b>Interpretive Elements Phase 2 - Design Fees</b>				<b>\$691,000.00</b>
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
				<b>Phase 1 Subtotal</b>
				<b>\$1,230,500.00</b>
				<b>Phase 2 Subtotal</b>
				<b>\$4,137,000.00</b>
				<b>Grand Subtotal</b>
				<b>\$5,367,500.00</b>
Unforeseen Contingency Conceptual Level @ 25%				\$1,341,875.00
				<b>GRAND TOTAL</b>
				<b>\$6,709,375.00</b>

Site and Building Costs

<b>Preliminary Cost Estimate - Concept Level - 12-6-19</b>				
<b>Historic Mitchelville Freedom Park</b>				
<b>Hilton Head, SC</b>				
<i>Item</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total Cost</i>
				<b>Totals Phase 1</b>
<b>Site Preparation</b>				<b>\$165,025.00</b>
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
<b>Interpretive Houses</b>				<b>\$405,000.00</b>
House Ghosting	SF	\$50.00	8,100	\$405,000.00
<b>Interpretive Garden/Rear Yard</b>				<b>\$7,800.00</b>
Sod	SF	\$1.00	2,800	\$2,800.00
Plants	LS	\$5,000.00	1	\$5,000.00
<b>Church and Archaic Interpretive Area</b>				<b>\$26,250.00</b>
Seatwall	LS	\$7,500.00	1	\$7,500.00
Perivious 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
<b>Military Map Road Alignment</b>				<b>\$9,360.00</b>
Concrete Paving	SF	\$6.00	1,250	\$7,500.00
Flush Curb	LF	\$12.00	155	\$1,860.00
<b>Classrooms, Lab, and Offices</b>				<b>\$1,080,000.00</b>
Building	SF	\$250.00	4,000	\$1,000,000.00
FF&E	SF	\$20.00	4,000	\$80,000.00
<b>Maintenance Building</b>				<b>\$300,000.00</b>
Building	SF	\$150.00	2,000	\$300,000.00
<b>Maintenance/ Lab Parking</b>				<b>\$41,750.00</b>
Perivious 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
<b>Primary Parking Lot</b>				<b>\$365,800.00</b>
Monument Signs	EA	\$5,500.00	2	\$11,000.00
Perivious 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
<b>Interpretive Trail</b>				<b>\$144,000.00</b>
Stabilized Screenings	SF	\$6.00	24,000	\$144,000.00
<b>General Store Interpretation</b>				<b>\$50,000.00</b>
Ghost Structure	SF	\$50.00	1,000	\$50,000.00
<b>Path to the Beach</b>				<b>\$19,500.00</b>
Stabilized Screenings	SF	\$6.00	2,000	\$12,000.00
ADA Access Mat	SF	\$7.50	1,000	\$7,500.00



<b>Utilities</b>					<b>\$262,000.00</b>
Sanitary Sewer	AL	\$62,000.00	1	\$62,000.00	
Stormwater	AL	\$60,000.00	1	\$60,000.00	
Water	LS	\$40,000.00	1	\$40,000.00	
Site Electrical (for lighting and bldgs)	LS	\$100,000.00	1	\$100,000.00	
					<b>Totals Phase 2</b>
<b>Site Preparation</b>					<b>\$125,600.00</b>
Clearing and Site Prep	SF	\$0.80	112,000	\$89,600.00	
Grading	AL	\$12,000.00	1	\$12,000.00	
Tree Protection	LS		1	\$0.00	
Erosion and Sediment Control	AL	\$24,000.00	1	\$24,000.00	
<b>Visitor Center</b>					<b>\$5,838,000.00</b>
Loop Road to Visitor Center	SF	\$6.00	13,000	\$78,000.00	
Building	SF	\$300.00	18,000	\$5,400,000.00	
FF&E	SF	\$20.00	18,000	\$360,000.00	
<b>Event Lawn with Interpretive Footprints and Acre Lots</b>					<b>\$66,420.00</b>
Sod	SF	\$1.00	32,670	\$32,670.00	
Flush Curb	LF	\$15.00	250	\$3,750.00	
Bollard Lighting	EA	\$1,500.00	20	\$30,000.00	
<b>Entry Plaza with Mitchelville Map</b>					<b>\$71,000.00</b>
Concrete Paving	SF	\$5.00	6,400	\$32,000.00	
Sawcut	LF	\$4.00	1,200	\$4,800.00	
Concrete Stain	SF	\$3.00	6,400	\$19,200.00	
Bollard Lighting	EA	\$1,500.00	10	\$15,000.00	
<b>Group Shelter</b>					<b>\$130,000.00</b>
Building	SF	\$100.00	1,300	\$130,000.00	
<b>Freedom Plaza</b>					<b>\$257,350.00</b>
Filtration Bog/Seatwalls	AL	\$75,000.00	1	\$75,000.00	
Boardwalk	LF	\$400.00	175	\$70,000.00	
Metal Grates	EA	\$500.00	5	\$2,500.00	
Permeable Pavers	SF	\$12.00	2,750	\$33,000.00	
Benches	EA	\$1,000.00	5	\$5,000.00	
Trees	EA	\$500.00	8	\$4,000.00	
Sod	SF	\$1.00	850	\$850.00	
Bog Plant Material	LS	\$5,000.00	1	\$5,000.00	
Lighting	EA	\$1,500.00	8	\$12,000.00	
Memorial/Sculpture	AL	\$50,000.00	1	\$50,000.00	
<b>Interpretive Houses</b>					<b>\$810,000.00</b>
Building Completion	SF	\$100.00	8,100	\$810,000.00	
<b>On-Street Parking</b>					<b>\$22,000.00</b>
Grasspave	SF	\$10.00	2,200	\$22,000.00	
<b>Interpretive Boardwalk</b>					<b>\$156,000.00</b>
Boardwalk	LF	\$400.00	390	\$156,000.00	
<b>General Store</b>					<b>\$100,000.00</b>
Building Completion	SF	\$100.00	1,000	\$100,000.00	
<b>Welcome/Pay Station</b>					<b>\$71,250.00</b>
Building	SF	\$150.00	275	\$41,250.00	
Gates	EA	\$7,500.00	4	\$30,000.00	

<b>Visitor Center Accessible Parking &amp; Service Area</b>					<b>\$57,500.00</b>
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	
<b>Woodland Knoll Shelter</b>					<b>\$35,100.00</b>
Building	SF	\$50.00	600	\$30,000.00	
Picnic Tables	EA	\$850.00	6	\$5,100.00	
<b>Utilities</b>					<b>\$385,000.00</b>
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	
<b>Phase 1 Subtotal</b>					<b>\$2,876,485.00</b>
<b>Phase 2 Subtotal</b>					<b>\$8,125,220.00</b>
<b>Grand Subtotal</b>					<b>\$11,001,705.00</b>
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
<b>GRAND TOTAL</b>					<b>\$16,129,993.56</b>
* 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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<b>Fund Balance, Beginning</b>	<b>2,351,748</b>
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<b>Fund Balance, Ending</b>	<b>\$ 2,322,507</b>
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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)
<b>Projected Fund Balance after Encumbrances</b>	<b>\$ 1,888,758</b>

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.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Resolution to approve The Historic Mitchelville Freedom Park Master Plan

**Council Committee:**

Finance

**Meeting Date:**

August 17, 2020

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

Ahmad Ward, The Historic Mitchelville Freedom Park

**Issues for Consideration:**

Committee to recommend approval of the Mitchelville Freedom Park Master Plan.

**Points to Consider:**

On February 19, 2018, County Council authorized up to \$250,000 of Rural and Critical Lands Preservation Program funds towards the development of the Mitchelville Master Plan. On October 23, 2018, WLA Studios was the selected bidder to complete the plan. On December 16, 2019, the NRC heard a presentation on the draft plan. WLA Studios completed the plan in February 2020. The Historic Mitchelville Freedom Park (previously known as the Mitchelville Preservation Project) Executive Director, Ahmad Ward, oversees the park and is presenting the final plan for County approval.

**Funding & Liability Factors:**

None

**Council Options:**

- 1) Approve the Mitchelville Freedom Park Master Plan
- 2) Do not approve the Mitchelville Freedom Park Master Plan

**Recommendation:**

Approve the Mitchelville Freedom Park Master Plan



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Recommendation of Award to J. Bragg Consulting, Inc. RFQ #040920E RFQ One Cent Sales Tax Program Management

#### Council Committee:

County Council

#### Meeting Date:

September 14, 2020

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

Jared Fralix, Assistant County Administrator - Engineering

#### Issues for Consideration:

On March 6, 2020, Beaufort County published a solicitation to seek capable firms to provide Construction Management (CM), Construction Engineering and Inspections (CEI) Services for the Beaufort County 2018 One Cent Sales Tax Referendum Program.

An internal estimate was prepared by the Traffic & Transportation Engineering Division using SCDOT standards for the Program Management portion of the solicitation:

Total Estimated Project Cost:	\$1,699,458.52
20% Contingency:	\$ 339,891.70
Total Estimated Project Cost w/ Contingency:	\$2,039,350.22

#### Points to Consider:

On May 22, 2020, a team of Beaufort County employees interviewed and scored four firms resulting in the following ranks:

Rank Order	Score
1. J. Bragg Consulting, Inc.	342
2. Consor Engineers, LLC	332
3. Infrastructure, Consulting & Engineering, PLLC	299
4. SEPI, Inc.	292

On June 30, 2020, a scoping meeting was held with the highest ranked firm, J. Bragg Consulting, Inc. to understand the needs of the program in order to define the scope of work and negotiate a fee.

J. Bragg Consulting, Inc. ranked the highest and is deemed the most qualified for the contract.

#### Funding & Liability Factors:

J. Bragg Consulting, Inc. provided a fee of \$1,647,877.16. With a 20% contingency of \$329,575.43, the total project cost is \$1,977,452. The funding for the project is paid through the 2018 One Cent Sales Tax Program with a current balance of \$84,367,918.95.

#### Council Options:

Approve Recommendation of Award to J. Bragg Consulting, Inc. or  
Disapprove Recommendation of Award to J. Bragg Consulting, Inc.

#### Recommendation:

Recommend contract award to J. Bragg Consulting, Inc. for RFQ #040920E for the amount of \$1,647,877.16 with a 20% contingency of \$329,575.43 totaling \$1,977,452.



**COUNTY COUNCIL OF BEAUFORT COUNTY  
TRAFFIC & TRANSPORTATION ENGINEERING DEPARTMENT**

Item 28.

2266 Boundary Street, Beaufort, South Carolina 29902  
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420  
Website: www.beaufortcountysc.gov

TO: Chairman Brian Flewelling, Public Facilities Committee  
FROM: David L. Thomas, Purchasing Director  
SUBJ: **Recommendation of Award to J. Bragg Consulting, Inc.**  
One Cent Sales Tax Program Engineering Construction Management (CM) Construction Engineering and Inspection Services (CEI), RFQ #040920E  
DATE: July 20, 2020

**BACKGROUND** On March 6, 2020, Beaufort County published a solicitation to seek capable firms to provide Construction Management (CM), Construction Engineering and Inspections (CEI) Services for the Beaufort County 2018 One Cent Sales Tax Referendum Program.

On May 22, 2020, a team of Beaufort County employees interviewed and scored four firms resulting in the following ranks:

<u>Rank Order</u>	<u>Score</u>
1. J. Bragg Consulting, Inc.	342
2. Consor Engineers, LLC	332
3. Infrastructure, Consulting & Engineering, PLLC	299
4. SEPI, Inc.	292

On June 30, 2020, a scoping meeting was held with the highest ranked firm, J. Bragg Consulting, Inc. to understand the needs of the program in order to define the scope of work and negotiate a fee.

An internal estimate was prepared by the Traffic & Transportation Engineering Division using SCDOT standards for the Program Management portion of the solicitation as a basis for fee comparison:

Total Estimated Project Cost:	\$1,699,458.52
20% Contingency:	<u>\$ 339,891.70</u>
Total Estimated Project Cost w/ Contingency:	\$2,039,350.22

**BIDDER INFORMATION**

	<u>Grand Total Price</u>
J. Bragg Consulting, Inc. ....	\$1,647,877.16

After a review of submittals, J. Bragg Consulting, Inc. ranked the highest and is deemed the most qualified for the contract.

**FUNDING** J. Bragg Consulting, Inc. provided a fee of \$1,647,877.16. With a 20% contingency of \$329,575.43, the total project cost is \$1,977,452. The funding for the project is paid through the 2018 One Cent Sales Tax Program with a current balance of \$84,367,918.95.

**FOR ACTION** Public Facilities Meeting – August 17, 2020.

**RECOMMENDATION**

cc: Ashley Jacobs, County Administrator  
Hayes Williams, Director of Finance

Attachments: 1. Beaufort County Traffic and Transportation Engineering’s Estimate  
2. Score Tabulation  
3. J. Bragg Consulting, Inc. Schedule of Prices

**From:** [Fralix, Jared](#)  
**To:** [Jackson, Deja](#)  
**Cc:** [Wilhelm, David](#)  
**Subject:** PM Fee Estimate  
**Date:** Friday, July 10, 2020 2:54:55 PM  
**Attachments:** [PM Contract Internal Estimate 7-10-20.xlsm](#)

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Deja,

Here is the prepared cost estimate that I came up with for the PM services that J Bragg Consulting is working up. The total fee is \$1,700,000. It was a little bit of a shot in the dark. Below are my assumptions. Let me know your thoughts and we can adjust as needed prior to receiving and reviewing J Bragg's.

**Assumptions:**

- It will be a 4-year contract
- There will only be two J. Bragg employees working
  - J. Bragg at a salary of \$160k (Principal)
  - M. Meetze at a salary of \$140k (Project Manager)
- Most of the PM work will be in the first two years to get the projects through pre-construction and will meter down as projects move into construction
- There are 7 main tasks as discussed in the scoping meeting

• Hours Per Week divided	<u>Year</u>	<u>Principal</u>	<u>Sr. Project Manager</u>
Among the 7 tasks	1	20	30
	2	20	30
	3	10	20
	5	20	10

• Direct Expenses	<u>Year</u>	<u>Mileage</u>	<u>Shipping, Standard</u>
<u>Shipping, Overnight</u>			
(60 miles/trip & 1 trip/wk)	1	3,120	12

4

	2	3,120	12	4
	3	1,560	6	2
	5	780	3	1

Thanks,

**JARED FRALIX**

Traffic & Transportation Engineering Director

843-255-2730 | Office

843-929-2321 | Cell

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

[jared.fralix@bcgov.net](mailto:jared.fralix@bcgov.net)

**Project Fee Summary**

**Fee Totals Broken Down by Task**

Task	Task Description	Labor	Directs	Subs	Total	
01	Lady's Island Corridor Management	\$ 633,092.33	\$ 5,946.50	\$ -	\$ 639,038.83	37.6%
02	Pathway Project Management	\$ 633,092.33	\$ 2,051.00	\$ -	\$ 635,143.33	37.4%
03	SCDOT Involvement	\$ 134,104.62	\$ 775.00	\$ -	\$ 134,879.62	7.9%
04	Financial Tracking/Reporting	\$ 16,372.61	\$ -	\$ -	\$ 16,372.61	1.0%
05	Project Cost Estimating	\$ 134,104.62	\$ 2,037.50	\$ -	\$ 136,142.12	8.0%
06	R/W Acquisition Coordination	\$ 67,052.32	\$ 3,500.00	\$ -	\$ 70,552.32	4.2%
07	Public Relations	\$ 50,679.69	\$ 16,650.00	\$ -	\$ 67,329.69	4.0%
08	(inactive)	\$160383.03 (i)	\$291454.5 (i)		\$451837.53 (i)	
09	(inactive)	\$69000.91 (i)	\$4877 (i)		\$73877.91 (i)	
10	(inactive)					
11	(inactive)					
12	(inactive)	\$50342.47 (i)	\$1821 (i)		\$52163.47 (i)	
13	(inactive)					
14	(inactive)	\$283475.74 (i)	\$3521 (i)		\$286996.74 (i)	
15	(inactive)					
16	(inactive)					
17	(inactive)					
18	(inactive)					
19	(inactive)					
20	(inactive)					
21	(inactive)					
22	(inactive)					
23	(inactive)					
24	(inactive)					
25	(inactive)					
<b>Totals</b>		<b>\$ 1,668,498.52</b>	<b>\$ 30,960.00</b>	<b>\$ -</b>	<b>\$ 1,699,458.52</b>	

**J. Bragg Consulting**

Task	Task Description	Direct Labor	Overhead	Profit	FCCM	Labor Total	Directs	Total
01	Lady's Island Corridor Management	\$ 202,982.52	\$ 372,168.45	\$ 57,515.10	\$ 426.26	\$ 633,092.33	\$ 5,946.50	\$ 639,038.83
02	Pathway Project Management	\$ 202,982.52	\$ 372,168.45	\$ 57,515.10	\$ 426.26	\$ 633,092.33	\$ 2,051.00	\$ 635,143.33
03	SCDOT Involvement	\$ 42,996.72	\$ 78,834.49	\$ 12,183.12	\$ 90.29	\$ 134,104.62	\$ 775.00	\$ 134,879.62
04	Financial Tracking/Reporting	\$ 5,249.40	\$ 9,624.77	\$ 1,487.42	\$ 11.02	\$ 16,372.61	\$ -	\$ 16,372.61
05	Project Cost Estimating	\$ 42,996.72	\$ 78,834.49	\$ 12,183.12	\$ 90.29	\$ 134,104.62	\$ 2,037.50	\$ 136,142.12
06	R/W Acquisition Coordination	\$ 21,498.36	\$ 39,417.24	\$ 6,091.57	\$ 45.15	\$ 67,052.32	\$ 3,500.00	\$ 70,552.32
07	Public Relations	\$ 16,248.96	\$ 29,792.46	\$ 4,604.15	\$ 34.12	\$ 50,679.69	\$ 16,650.00	\$ 67,329.69
08	(inactive)	\$51422.12 (i)	\$94282.47 (i)	\$14570.46 (i)	\$107.98 (i)	\$160383.03 (i)	\$291454.5 (i)	\$451837.53 (i)
09	(inactive)	\$22123.12 (i)	\$40562.74 (i)	\$6268.59 (i)	\$46.46 (i)	\$69000.91 (i)	\$4877 (i)	\$73877.91 (i)
10	(inactive)							
11	(inactive)							
12	(inactive)	\$16140.84 (i)	\$29594.23 (i)	\$4573.52 (i)	\$33.88 (i)	\$50342.47 (i)	\$1821 (i)	\$52163.47 (i)
13	(inactive)							
14	(inactive)	\$90888.2 (i)	\$166643.5 (i)	\$25753.18 (i)	\$190.86 (i)	\$283475.74 (i)	\$3521 (i)	\$286996.74 (i)
15	(inactive)							
16	(inactive)							
17	(inactive)							
18	(inactive)							
19	(inactive)							
20	(inactive)							
21	(inactive)							
22	(inactive)							
23	(inactive)							
24	(inactive)							
25	(inactive)							
<b>Totals</b>		<b>\$ 534,955.20</b>	<b>\$ 980,840.35</b>	<b>\$ 151,579.58</b>	<b>\$ 1,123.39</b>	<b>\$ 1,668,498.52</b>	<b>\$ 30,960.00</b>	<b>\$ 1,699,458.52</b>
		(A)	(B)	(C)	(D)	(E)	(F)	

**Summary of DBE Qualifying Fees**

	Total Fee	Qual. Percentage	Qualifying Fee
J. Bragg Consulting	\$ 1,699,458.52	150.9%	\$ 2,564,334.17
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

**Fee Summary**

A - Direct Labor	\$ 534,955.20
B - Overhead [A x 1.8335]	\$ 980,840.35
C - Profit [(A+B) x 0.1]	\$ 151,579.58
D - FCCM [A x 0.0021]	\$ 1,123.39
E - Labor Total	\$ 1,668,498.52
F - Total Non-Salary Direct Expenses	\$ 30,960.00
G - Subconsultant Fees	\$ -
<b>Fee Total</b>	<b>\$ 1,699,458.52</b>

fee total less profit: \$1,547,878.94



Beaufort County  
 Construction Management, Construction Engineering and Inspection  
 Services for 2018 One Cents Sales Tax Referendum

Scope of Services  
 Program Management/Consultant Services

Description of Work - General

This scope of work and the resulting contract covers the Program Management Services (i.e. Consultant Services). The Program Management (PM) fee will be on a cost-plus fixed fee for 4 years. The Construction Management/Inspection Services (CM) scope and fee will be negotiated separately from the overall Program Management services. The team shall supply labor, services, resources, and consultation necessary to perform the Program Management for the 2018 One Cents Sales Tax Referendum (Sales Tax) projects as follows:

Projects	Notes
US 278 Corridor Traffic Improvements (\$80 M)	In progress. Managed by SCDOT through IGA with County. No PM/CM/CEI services required.
Lady’s Island Corridor Traffic Improvements (\$30 M)	Consists of 9 projects on US 21 or within vicinity of US 21. SC 802 has been designed and is entering construction phase. Other projects have had minimal or no work performed.
Sidewalk and Multi-use Pathways (\$10 M)	Consultant selected. 4 design groups established and pathways (approximately 16) selected by Council. Original referendum list included additional locations, but total project costs exceeded referendum budget

Program Management as well as Construction Management/Inspection Services scopes of work shall only involve two projects as shown above. The Program Management and Construction Management/Inspection Services team members are:

Team Member	Responsibilities
J. Bragg Consulting, Inc. (J. Bragg)	Point-of-contact, Program Manager and overall leader of program
F&ME Consultants, Inc. (FME)	Construction Management/Inspection Services

These team members shall act as an extension of Beaufort County staff.

Project specific design services are excluded from this contract. Expert Witness Testimony services for eminent domain (condemnation) cases are excluded from this contract.

Design, Right-of-Way Acquisition, and Construction contracts shall be between the successful contractor/consultant and Beaufort County or another governing agency. The PM team shall have the responsibility of reviewing, recommending, approving, and administering the assigned contracts.



This Scope of Services shall apply to the two projects with their associated projects along with any projects added later by mutual agreement of both parties. The associated projects are:

Sales Tax Projects	
Lady’s Island Corridor Traffic Improvements	Sidewalk and Multi-use Pathways
<ul style="list-style-type: none"> <li>• SC 802 Dedicated Right Turn Lane</li> <li>• Design Group (Major)                             <ul style="list-style-type: none"> <li>○ Airport Frontage Roads</li> <li>○ Beaufort High School Access Road</li> <li>○ US 21 Business, US 21, and SC 802</li> </ul> </li> <li>• Design Group (Minor)                             <ul style="list-style-type: none"> <li>○ Sunset Bluff</li> <li>○ Hazel Farm Connector</li> <li>○ New Lady’s Island Middle School Access</li> <li>○ Meadowbrook Drive Extension</li> <li>○ Mayfair Court Extension</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Design Group 1 – Burnt Church Rd, Shad Rd, Ulmer Rd, and Bluffton Pkwy pathways All Joy Rd</li> <li>• Design Group 2 – Laurel Bay Rd, Joe Fraser, Meridian Rd, and Salem/Old Salem &amp; Burton Hill Rd</li> <li>• Design Group 3 – Stuart Point, Broad River Blvd, Middle Rd</li> <li>• Design Group 4 – Broad River Dr, Martin Luther King Dr, Ribaut Rd/Parris Island Gateway</li> </ul>

**Description of Work - Specifics**

The General Program Responsibilities include monitoring all phases of project development (design, permitting, right-of-way acquisition, construction, procurement); maintaining records to include final project closeout; the provision of information to the public and stakeholders; periodic progress reporting, limited financial oversight; performing design, constructability, and/or value engineering reviews; assist in regional planning and coordination process.

These services are further defined as follows:

**Task 1 – Financial Tracking/Reporting**

The County shall perform the overall financial tracking and reporting of the Sales Tax program as required by state law. The PM team shall develop procedures for monitoring project design and construction budgets. This will include:

- Standardized invoice approval template
- Overall program and project specific budget summary, included in quarterly/monthly report
- Project Budget Baselines

The initial project budget baselines are established by the Sale Tax referendum and its associated documentation, specifically for the Lady’s Island Corridor Traffic Improvements. The budgets were set prior to the 2018 referendum and need updating. The Opinions of Probable Project Costs will be updated as follows:

- PM team shall prepare updated opinions of probable project costs for Lady’s Island Corridor Traffic Improvements Design Group (Major) and Design Group (Minor). These project costs shall be developed from conceptual plans created by the PM team and/or conceptual plans (CADD files) created under previous

contracts. The project costs would include design, construction, right-of-way acquisition, and utility relocation.

- The PM team shall coordinate with the Sidewalk and Multi-use Pathways consultant to provide updated opinions of probable project costs.

These new project costs will create the budget baselines. The new baseline will determine if the overall program's fiscally-constrained budget is sufficient to complete all projects. Should the new baseline exceed the program's fiscally-constrained budget, the PM team would establish project priorities and coordinate with the County on the implementation of the project prioritization process.

If projects are prioritized such that a project(s) may not be completed, the PM team in association with the County would pursue other funding sources, if feasible for the program and the specific project.

#### **Task 2 – Consultant/Contractor Management**

The PM team shall manage consultant contracts and assist in management of construction contractors. The PM team shall be provided a copy of the design and construction contracts. The PM team will oversee all aspects of the contracts to verify the consultant/contractor is completing all services on-time and within budget.

#### **Task 3 – Right-of-Way Acquisition Services**

The County is currently using an attorney to perform right-of-way acquisition services, and for future acquisition services, may advertise and select a right-of-way acquisition team from SCDOT's on-call list. The PM team is not responsible for performing right-of-way acquisition services. The PM team would assist the County's agent for engineering expertise during property owner negotiations and would manage the overall acquisition contract.

Should a tract proceed to the eminent domain (condemnation) process, the PM team will not provide expert witness testimony as part of the Program Management services.

#### **Task 4 – Public Relations/Involvement and Program Reporting**

The PM will assist the County in the overall public involvement/relations and program reporting. This will entail:

- **Website**  
The County has a Sales Tax page on their existing website and has selected a consultant to create a new website for the Sales Tax Program. The PM team would assist in the development of content and will provide information to the County updates.
- **Monthly/Quarterly Reports**  
The County previously provided a quarterly update summary on the projects, last update 4<sup>th</sup> quarter 2019.

The PM team will develop a template for program reporting. This template would include overall program summary and project specific summaries. The report would be developed, at a minimum, on a quarterly basis, but could be monthly. A detailed summary would be provided to the County and other designated stakeholders. The report would include information on budgets, schedules, design/right-of-way/construction details and other pertinent information.

Project highlights summary would be created. This information would be provided to the County for inclusion on the website.

The County staff is also providing quarterly updates during Council meetings. The PM team will assist County staff for the updates.

- **Public Meetings**

Project specific public meetings will be held – virtual and/or traditional. The consultant team(s) will prepare the displays and other meeting materials. The PM team shall review all items. If traditional meetings, the PM team shall attend the meetings as a representative of the County.

The County will conduct other stakeholder meetings (HOA, Rotary Clubs, etc.). The PM team may or may not attend/assist. The PM team may be involved with the content for the meetings.

- **Project Tracking/Schedule**

The project tracking/schedules will be included in the reports. The schedules shall be updated monthly, at a minimum.

- **Media Information**

The PM team shall develop and provide media advertisement/announcements to the County. The County shall provide advertisements/announcements to the media. The PM team will not have direct communication with the media on the County's behalf.

#### **Task 5 – Procurement Process**

The PM team shall assist the County in its procurement process. This includes:

- Professional Services – Develop RFQ/RFP's, Review of submittals, Assist in interviews, Recommend selection of consultant, and Negotiate of Contract
- Construction Services – Develop bid documents, Assist in Pre-bid meeting, Review and Analyze bids, Prepare recommendation of most responsive, responsible low bidder

#### **Task 6 – Project Reviews**

The PM team shall perform design review, constructability reviews and/or value engineering reviews. The design reviews will be performed by J. Bragg. The constructability reviews and/or value engineering reviews will be performed by J. Bragg and FME. These reviews shall pertain to their respective areas of expertise.

If a review requires a service (i.e. traffic modeling) outside of the expertise of J. Bragg and FME, this would be discussed with the County and could require a contract modification to perform the service.

#### **Task 7 – Program Database**

J. Bragg shall provide a program folder for access to the County's and FME's program representatives. This folder shall maintain all files for the overall program and projects. The PM/CM team along with the County will collaborate on the folder format for the program. The file structure shall be established and maintained.

Beaufort County Sales Tax Program	Overhead	110%
Program Management Services	Profit	10%
4-year contract	Combined Multiplier	2.31

	Program Manager	Assist. Program Manager	Senior Engineer*	Total Labor Costs	Total Costs
	\$ 70.00	\$ 70.00	\$ 50.00		
Year 1 - October 1, 2020 - September 30, 2021	2080	1040	208	\$ 228,800.00	\$ 528,528.00
Year 2 - October 1, 2021 - September 30, 2022	2080	832	208	\$ 214,240.00	\$ 494,894.40
Year 3 - October 1, 2022 - September 30, 2023	1040	520	208	\$ 119,600.00	\$ 276,276.00
Year 4 - October 1, 2023 - September 30, 2024	832	520	208	\$ 105,040.00	\$ 242,642.40
					\$ 1,542,340.80
Non-salary direct expenses					\$ 22,946.80
Total Cost Plus Not to Exceed					\$ 1,565,287.60

\*Senior Engineer involved with Task 6. This does not include FME if they are needed for constructability/value engineering reviews.

Non-salary Direct Expenses

Description	Quantity	Units	Unit Cost	Total
Mileage - current federal rate*	21840	Miles	\$ 0.58	\$ 12,558.00
Postage - current federal rate	416	Shipment	\$ 0.55	\$ 228.80
Prints - full size	1000	pages	\$ 2.40	\$ 2,400.00
Prints - letter**	30400	pages	\$ 0.20	\$ 6,080.00
Per diem without overnight stay	48	days	\$ 35.00	\$ 1,680.00
				\$ 22,946.80

\*current federal rate will fluctuate based on the rate for the year

Postage includes general mailing and not postcard mailing or other items for public meetings

\*\*This assumes hard copy program reports are provided. If electronic, this would be reduced.

July 21, 2020


Ms. Jennifer Bragg, PE  
J. Bragg Consulting, Inc.  
18 Daffodil Farm Way  
Bluffton, SC


Re.: Proposal for Construction Engineering and Inspections (CE&I)  
SC 802 Right Turn Lane  
Beaufort County, South Carolina  
Proposal Number: C2020070

Dear Ms. Bragg:

F&ME Consultants Inc. (FME) is pleased to submit the enclosed proposal for performing SCDOT construction engineering and inspection (CE&I) during the construction of the SC 802 Right Turn Lane in Beaufort County, South Carolina. We have provided a proposed scope of work and unit rate fees for your review.

Sincerely,  
FME

  
F. Bryan Bauer, PE  
Project Engineer

  
Shawn Epps  
Vice President

Acceptance of this proposal can be acknowledged by the client signing and returning a copy of this document.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## Project Information

Beaufort County (County) passed a one-cent sales tax referendum in November 2018. The County intends to use the funds raised by the program on several transportation and infrastructure projects across the County. A right turn lane at the intersection of US 21 and SC 802 is one of these projects. The new turn lane will be a .13-mile right turn lane from SC 802 (Sams Point Road) onto US 21. The project has been designed by Infrastructure Consulting & Engineering (ICE). Plans were downloaded by FME from the County's vendor portal website. A prebid meeting, and project initiation, were performed by ICE previously. FME understands that a 120-day schedule is anticipated with notice to proceed to the contractor occurring in November 2020. Utility coordination has already begun and is ongoing.

FME is a part of the J. Bragg Consulting, Inc (J. Bragg) team selected to provide program management for the one cents sales tax program. FME's role will be to provide construction management and CE&I for the program. FME has prepared this proposal to provide construction management and CE&I for the SC 802 Right Turn Lane as part of the program management.

## Scope of Work

FME will coordinate the inspection of the project with J. Bragg, the Contractor, and the County. The goal of FME's role in coordination will be to maintain a record that the project is being built according to the project documents and SCDOT specifications. FME's coordination role will also include review and recommendation of approval for contractor pay applications. The FME project manager will schedule appropriate FME inspection staff based on the work being performed, and he will follow up on corrective efforts for identified construction deficiencies.

FME will provide SCDOT Certified Earthwork and Base & Asphalt Roadway Technicians when the contractor is working on the turn lane. FME generally plans to report to the area of the project where work is being conducted each day the contractor is mobilized and working on the turn lane. FME anticipates that the majority of work will be performed at night. FME anticipates the following scope of services:

- Observation of traffic control implementation and appurtenances;
- Observe grading operations, record contractor's manpower and equipment, sample borrow soils for SCDOT classification testing, and perform compaction testing;
- Observe installation of storm water line and boxes, sample bedding and backfill for SCDOT classification testing, and perform compaction testing;
- Observe paving operations, test pavement temperature and compaction, observe coring by the contractor, and observe testing of cores by the asphalt supplier;
- Observe and test Portland cement concrete during placement;
  - Compressive strength testing of concrete cylinders
- Observe pavement marking;
- Continue Utility Coordination started by County Staff. FME understands communications (Century Link, Hargray, & Comcast) are the only remaining utilities that need to be relocated. FME will inform the communication companies of the contractor schedule and attempt to facilitate timely relocation of the lines;
- Review of contractor project submittals and confirm materials installed on the project are listed on the SCDOT Qualified Products List (QPL);

- Review contractor pay application comparison to quantities measured by FME and provide a recommendation to J. Bragg on whether the pay application is correct or not; and
- Include obvious SWPPP deficiencies in daily reports and alert contractor.

FME will follow the testing requirements of the SCDOT Standard Specifications for Highway Construction and latest testing frequency requirements posted on the SCDOT website. FME will complete daily work reports in SCDOT format. FME expects to get access to SCDOT's site manager and to post field information collected by FME onto Site Manager.

## Fee

FME's budget estimate for the project is **\$82,589.56**. FME will invoice against this budget utilizing the current FME SCDOT CE&I On-call unit rates.

FME will not exceed the fee above budget without prior approval by J. Bragg. A breakdown of the fee with rates and manhours is included with this proposal.

## Assumptions and Limitations

- FME's field work will be on-call. That means that FME will only be present when notified the contractor is present and working on the project. Notification may be provided by the contractor during previous visits. Our presence at the site in no way guarantees that all failing work will be detected and corrected. Our field testing will only be an indication that elements observed and tested meet the project requirements or not.
- FME will not exceed the budget above without prior approval by J. Bragg.
- Site safety is the responsibility of the contractor. The contractor will provide FME with safe access to test locations.
- Laboratory testing of fresh asphalt will be performed by the asphalt supplier. Laboratory data will be provided to FME. J. Bragg will facilitate laboratory data acquisition if the contractor is not forthcoming with laboratory data.
- FME has no authority to modify the contractor's means and methods or otherwise direct the contractor's work.
- FME is not providing weekly SWPPP inspections or SCDHEC required weekly reports. If obvious deficiencies are observed, FME will include in daily work reports and if the deficiency is not repaired then FME will report to owner's representative.



**ON-CALL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
INVOICE FORM**

Item 28.

CONSULTANT NAME: F&ME Consultants Inc.  
 CONTRACT NUMBER: \_\_\_\_\_  
 CONTRACT DURATION: \_\_\_\_\_  
 INVOICE DATE: \_\_\_\_\_

FIELD						
Position	Number	Total Hours	*RATE	Overtime Hours	*OT RATE	Totals
Project Manager		155.00	\$ 171.04	0.00	\$ 75.00	\$ 26,511.20
Assistant Project Manager		40.00	\$ 128.85	0.00	\$ 60.65	\$ 5,154.00
Project Admin./Document Controls Manager		164.00	\$ 62.09	0.00	\$ 27.50	\$ 10,182.76
Chief Inspector		0.00	\$ 100.48	0.00	\$ 150.71	\$ -
Sr. Inspector		400.00	\$ 88.30	0.00	\$ 132.44	\$ 35,320.00
Mid-Level Inspector		0.00	\$ 66.47	0.00	\$ 99.71	\$ -
Jr. Inspector		0.00	\$ 57.20	0.00	\$ 85.79	\$ -
Plant Inspector		0.00	\$ 90.64	0.00	\$ 135.97	\$ -
Signal Inspector		0.00	\$ 94.39	0.00	\$ 141.58	\$ -
<b>SUB-TOTAL</b>						<b>\$ 77,167.96</b>

\*Rate and Overtime Rate are negotiated Unit Rates of Compensation

HOME OFFICE					
Position	Number	Total Hours	*RATE		Totals
CEI Manager		20.00	\$ 271.08		\$ 5,421.60
Accountant		0.00	\$ 153.32		\$ -
Administrative Assistant		0.00	\$ 95.83		\$ -
<b>SUB-TOTAL</b>					<b>\$ 5,421.60</b>

\*Rate and Overtime Rate are negotiated Unit Rates of Compensation

Survey						
Position	Number	Total Hours	*RATE	Overtime Hours	*OT RATE	Totals
Survey Party Field		0.00	\$ 170.00	0.00	\$ 255.00	\$ -
Survey Party Office		0.00	\$ 175.00			\$ -
<b>SUB-TOTAL</b>						<b>\$ -</b>

DIRECTS					
Item	Notes	Quantity	**Unit	***UNIT RATE	TOTALS
Vehicle Expenses - 2 WD	negotiated daily rate		0	\$ 52.12	
Vehicle Expenses - 4 WD	negotiated daily rate			\$ 38.09	\$ -
Nuclear Density Gauge Equip.	negotiated monthly rate			\$ 350.00	\$ -
Internet Cards (\$50/month)	negotiated monthly rate		0	\$ 50.00	
Home Office Mileage (IRS Rate)	5/14/2019			\$ -	\$ -
Home Office Lodging (GSA Rate)				\$ 0.535	\$ -
Home Office Meals (GSA Rate)				\$ 110.00	\$ -
<b>SUB-TOTAL</b>					<b>\$ -</b>

\*\*Unit - Days or Months  
 \*\*\*Negotiated Unit Rates

<b>Current Invoice Balance</b>	<b>\$ 82,589.56</b>
<b>Previous Contract Balance</b>	
<b>Current Contract Balance</b>	<b>\$ (82,589.56)</b>

(Previous Contract less Current Invoice)

RFQ 040920 2018 One Cent Sales Tax Referendum Program  
 INITIAL SCORE SHEET SUMMARY

Evaluators	Name of Company			
	Conсор	ICE	J. Bragg	SEPI
Andrea Atherton	90	80	90	83
Deja Jackson	73	71	82	66
Neil Desai	83	75	78	71
David Wilhelm	86	73	92	72
TOTALS:	332	299	342	292

Order	Rank Order	Score
1	J. Bragg	342
2	Conсор	332
3	ICE	299
4	SEPI	292




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 BEAUFORT COUNTY COUNCIL
 

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

APPOINTMENT TO BOARDS AND COMMISSIONS

- DAUFUSKIE ISLAND FIRE DISTRICT BOARD

**Committee:**

- COMMUNITY SERVICES

**Meeting Date:**

- COUNTY COUNCIL MEETING SEPTEMBER 14, 2020

**Committee Presenter (Name and Title):**
**Issues for Consideration:**

- CONSIDERATION OF GEORGE RAFFERTY
  - APPOINTED AS A COMMISSIONER TO COMPLETE THE TERM OF WILLIAM CRABTREE

**Points to Consider:**

- COMMUNITY SERVICES COMMITTEE APPROVED G. RAFFERTY ON 08/31/20

**Funding & Liability Factors:**
**Council Options:**

APPROVE, MODIFY, OR REJECT

**Recommendation:**

Daufuskie Island Fire District  
Board of Commissioners  
400 Haig Point Road, Daufuskie Island  
South Carolina 29915

Beaufort County Council  
100 Ribaut Road  
Beaufort, South Carolina

July 17<sup>th</sup>, 2020

Ladies and gentlemen,

Daufuskie Island Fire District  
Appointment of Commissioner

Following the resignation of Commissioner William Crabtree, there is a vacancy on the DIFD Board of Commissioners. Please accept this letter as confirmation of the unanimous agreement of the Daufuskie Island Fire District Board of Commissioners to propose that Mr. George Rafferty of Daufuskie Island be appointed as a Commissioner to complete the term of William Crabtree.

Sincerely,



Geoffrey D. Brunning, Chairman

Daufuskie Island Fire District, Board of Commissioners

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

Item 29.

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.

**Three Priorities:** Please indicate by placing a "1", or "3" alongside your choices.

**BOARDS AND COMMISSIONS**

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

DATE: 7-14-20 NAME: George M Rafferty

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: Retired New York City Police Dept. Lieutenant

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

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

MAILING ADDRESS: S/A STATE: [REDACTED] ZIP CODE [REDACTED]

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: [REDACTED]

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
  - Email:
  - 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.

[REDACTED SIGNATURE AREA]

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

Applicant's Signature: George M. Rafferty

**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.

I would like to volunteer my time to give back to the fine community in which I live in.

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

I have 20 years of Civil Service experience. I am able to make decisions after learning the facts. Using common sense works.

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

I feel the Commission plays a major role. When you have the right people on the Commission, it syncs and things get accomplished.

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

Some issues I feel facing the County are: Training & Safety of Firefighters, updating equipment, working within the budget.

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

I feel a good commissioner can represent the tax paying citizen, as well as the personnel of the fire department.

## Brief Resume for Daufuskie Island Fire Commissioner

George Rafferty and his wife Karen are full-time residents on Daufuskie Island living in [REDACTED] on [REDACTED] for the past 5 years. They have 4 grown children. George attended Manhattan College before doing 20 years in the New York City Police Department before retiring in the rank of Lieutenant. George is presently on the Melrose Property Owners Association Board and the Daufuskie Island Farm Board. George also has volunteered on numerous projects on Daufuskie Island. George's hobbies are boating and fishing.

**From:** [Weitz, Kristina](#)  
**To:** [Vaughn, Tithanie](#)  
**Subject:** RE: George Rafferty  
**Date:** Wednesday, August 5, 2020 11:10:06 AM  
**Attachments:** [image001.png](#)

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Everything is perfect for him. He's in CC 9.

Kris

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**From:** Vaughn, Tithanie <tithanie.vaughn@bcgov.net>  
**Sent:** Wednesday, August 5, 2020 09:44  
**To:** Weitz, Kristina <kweitz@bcgov.net>  
**Subject:** George Rafferty

Good Morning,

Can you check

George Rafferty

[REDACTED]  
[REDACTED]  
[REDACTED]

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



Stay Safe ! Stay Healthy !






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 BEAUFORT COUNTY COUNCIL
 

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

APPOINTMENTS TO BOARDS AND COMMISSION

- BEAUFORT COUNTY TRANSPORTATION COMMITTEE

**Committee:**

- PUBLIC FACILITIES COMMITTEE

**Meeting Date:**

- County Council Meeting September 14, 2020

**Committee Presenter (Name and Title):**
**Issues for Consideration:**

- CONSIDERATION OF THE APPOINTMENT OF VIRGINIA (GINNIE) KOZOK- BEAUFORT COUNTY TRANSPORTATION COMMITTEE FOR COUNTY COUNCIL DISTRICT 4

**Points to Consider:**

- PUBLIC FACILITIES COMMITTEE APPROVED G.KOZOK ON 8/17/20

**Funding & Liability Factors:**
**Council Options:**

- APPROVE, MODIFY OR REJECT

**Recommendation:**



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**BEAUFORT COUNTY COUNCIL**

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

APPOINTMENTS TO BOARDS AND COMMISSION

- AIRPORTS BOARD

**Committee:**

- FINANCE COMMITTEE

**Meeting Date:**

- County Council Meeting September 14, 2020

**Committee Presenter (Name and Title):****Issues for Consideration:**

- CONSIDERATION OF THE APPOINTMENT OF DAVID MIXSON – AIRPORTS BOARD – CLOSE PROXIMITY

**Points to Consider:**

- FINANCE COMMITTEE APPROVED D.MIXSON ON 8/17/20

**Funding & Liability Factors:****Council Options:**

- APPROVE, MODIFY OR REJECT

**Recommendation:**



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BEAUFORT COUNTY COUNCIL

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**Agenda Item Summary**

**Item Title:**

APPOINTMENT TO BOARDS AND COMMISSION  
ZONING BOARD OF APPEALS

**Committee:**

NATURAL RESOURCE COMMITTEE

**Meeting Date:**

- COUNTY COUNCIL MEETING SEPTEMBER 14, 2020

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

**Issues for Consideration:**

CONSIDERATION OF THE APPOINTMENT

- LYNNE HOOS APPOINTMENT TO REPLACE GASPARINI,  
THOMAS A

**Points to Consider:**

- NATURAL RESOURCES APPROVED L. HOOS ON 08/31/20

**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)
- 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: 8/8/20 NAME: Lynne S Hoos

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: Retired Real Estate Broker / Appraiser

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

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

MAILING ADDRESS: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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](mailto: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: Lynne S Hoos

[Submit by Email](#)

LYNNE S HOOS

AUGUST 8, 2010

I AM APPLYING FOR THE VACATED POSITION ON THE ZONING BOARD OF APPEALS

I AM INTERESTED IN THE COMMUNITY MAINTAINING IT'S CHARACTER AND ENVIRONMENT, WHILE EMBRACING THE GROWTH THE COMMUNITY IS EXPERIENCING

GENERAL INFORMATION:

RETIRED AND LIVING IN SUN CITY  
MOVED TO BEAUFORT FROM WILMETTE, ILLINOIS IN 1998  
MOVED TO SUN CITY HILTON HEAD IN 2009.

WORK HISTORY

REAL ESTATE BROKER AND APPRAISER, EVANSTON, IL 1970 TO 1998  
REAL ESTATE BROKER, BEAUFORT, SC 1998 UNTIL RETIREMENT 2004

EDUCATION:

NORTHWESTERN UNIVERSITY 1966 TO 1970 BA EDUCATION

VOLUNTEER BOARD EXPERIENCE SINCE 1979

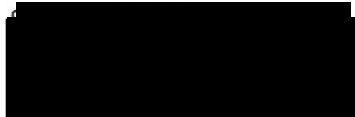
RECENT EXPERIENCE

2015 PROPERTY UTILIZATION TASK FORCE, SUN CITY HILTON HEAD  
2017 BEAUFORT COUNTY SENIOR LEADERSHIP PROGRAM  
2018 TO PRESENT, PRESIDENT, OKATIE CREEK DUPLICATE BRIDGE CLUB, SUN CITY

CLERK TO COUNCIL  
COUNTY COUNCIL OF BEAUFORT COUNTY

APPLICATION FOR POSITION ON THE ZONING BOARD OF APPEALS  
AUGUST 8, 2020

LYNNE HOOS





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Execution and Delivery of utility easement encumbering property owned by Beaufort County identified as 39 Airport Circle and known as the Beaufort County Airport

#### Council Committee:

Public Facilities Committee Meeting

#### Meeting Date:

June 15, 2020

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

Jon Rembold Airports Director

#### Issues for Consideration:

Ordinance granting an easement to Beaufort Jasper Water and Sewer authority (BJWSA) access to new sewer line at Beaufort County Airport.

- 
- 

#### Points to Consider:

Easement allows BJWSA access to new sewer line for maintenance purposes.

#### Funding & Liability Factors:

No significant issues.

#### Council Options:

Approve, Modify or Reject

#### Recommendation:

Approve

**ORDINANCE NO. 2020/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN UTILITY EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY IDENTIFIED AS 39 AIRPORT CIRCLE AND KNOWN AS THE BEAUFORT COUNTY AIRPORT**

**WHEREAS**, Beaufort County (“County” and “Grantor”) owns the property located at 39 Airport Circle, Beaufort, SC 29907 (“Property”) known as the Beaufort County Airport (“Airport”); and

**WHEREAS**, adjacent commercial development, the Walmart Store, installed a sanitary sewer line across Airport Circle, thereby creating an opportunity for the Airport terminal building to connect to sanitary sewer; and

**WHEREAS**, said connection to the sanitary sewer system enables the Airport to cease use of a septic tank and drain field system as its means of sewage disposal; and

**WHEREAS**, Beaufort Jasper Water and Sewer Authority (“BJWSA”) requests the County to grant an utility easement for the nonexclusive right to enter the Property for the purposes of maintenance and construction of utility lines across portions of the Property; and

**WHEREAS**, Beaufort County Council has determined that it is in the best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown in the attached “Attachment A”; and

**WHEREAS**, S.C. Code Ann. 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, AS FOLLOWS:**

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Attachment A”; and
- (2) The County Administrator is hereby authorized to take all necessary actions as may be necessary, and execute any and all documents necessary to complete the conveyance of the Easement.

Adopted 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

ATTACHMENT A

Item 1.

STATE OF SOUTH CAROLINA )
COUNTY OF BEAUFORT )

UTILITY EASEMENT
AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BEAUFORT COUNTY (hereinafter called Grantor) and the Beaufort Jasper Water and Sewer Authority (hereinafter called the "Authority").

WITNESSETH that, in consideration of One (\$1.00) Dollar received from the Authority, Grantor owning a tract or development known as \_\_\_\_\_ situated in the County of \_\_\_\_\_, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the R.O.D. of said County:

SEE EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY REFERENCE (Hereinafter referred to as "Development")

This being the same real property described in \_\_\_\_\_ County's R.O.D. office Deed Book \_\_\_\_\_ at page \_\_\_\_\_ on \_\_\_\_\_.

Specific locations of all future water and wastewater lines are to be mutually agreed upon by both the Grantor and the Authority. Grantor agrees to keep the area immediately adjacent to the water and wastewater lines free of any encumbrances that might interfere with operation and maintenance of the water and wastewater lines.

The Grantor hereby grants and conveys to the Authority, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under any and all streets, alleys roads, or other public ways or places of said Development now existing or hereinafter laid out, various utility pipelines, manholes, hydrants, valves, meters and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business, or that of municipal, public, or private systems, for the provision of the water and sewer services, together the right of ingress, egress, and access to and from such rights-of-way access and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to install utility pipelines, manholes, hydrants, and valves and meters in said Development near the lot lines, with the right from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land extending ten (10') feet on either side of the center of the pipeline, manholes, hydrants, valves, and meters; provided however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by the Authority in maintaining or repairing said utility pipelines, manholes, hydrants, valves, and meters shall be borne by the Authority, provided further, however that Grantor agrees for itself, its successors, and assigns, not to build or allow any structure to be placed on the premises in such a manner that will exist within ten (10) feet of center of the location of the water and wastewater lines in case such structure is built Grantor or successor or assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of the Authority herein. The parties to this Easement agree that if any repaving is required, said paving will be



**Beaufort Jasper Water and Sewer Authority**

\_\_\_\_\_  
Witness 1

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

\_\_\_\_\_  
Witness 2

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

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT         )

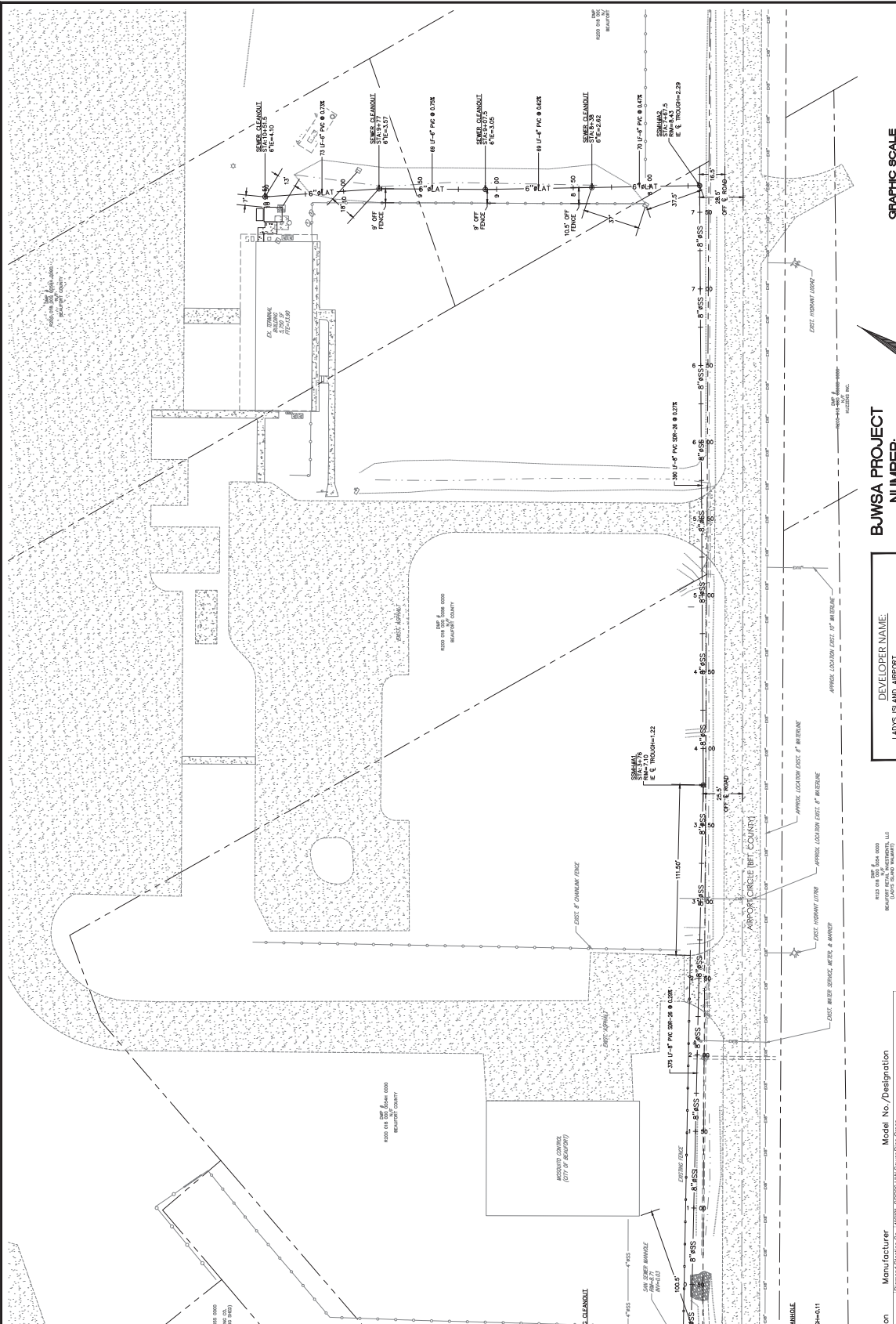
**ACKNOWLEDGEMENT**

I, the undersigned Notary Public, do hereby certify that **Beaufort Jasper Water and Sewer Authority** by \_\_\_\_\_ its \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

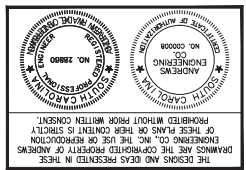
\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires:





PLAN REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		



**Andrews Engineering & Surveying**  
 2712 Bull Street Suite A  
 Beaufort, NC 28520  
 Fax: 843.732.2222

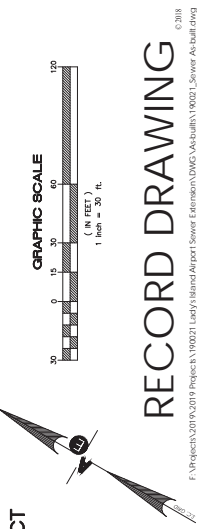
Record Drawing for  
 Lady's Island Airport  
 Sewer Extension  
 Lady's Island  
 Beaufort County, NC

Sanitary Sewer  
 Record Drawing

Date Drawn: 04/17/20  
 Civil Revised: 04/22/20  
 Drawn By: E. Cobb  
 Engineer: E. Cobb

SHEET #:  
**1**  
 JOB: 190021

Item 1.



**BJWSA PROJECT NUMBER: 2019-133**

**RECORD DRAWING**

**DEVELOPER NAME:**  
 LADY'S ISLAND AIRPORT  
 39 AIRPORT CIRCLE  
 LADY'S ISLAND, NC 28549  
 PHONE # (843) 287-2972

**CONTRACTOR NAME:**  
 MALPHEUS UTILITIES, LLC  
 PO BOX 1245  
 843-384-2980  
 843-384-0751

DATE: 04/17/20  
 DRAWN BY: E. COBB  
 CHECKED BY: M. WATSON, LLC  
 (DATE: 04/22/20)

**Sewer Materials**

Item	Description	Manufacturer	Model No./Designation
Pipe	HWI Sewer Pipe	Diamond Products Co.	4" x 6" 8" SDR35 PVC Sewer Pipe Crown
Fittings	Sewer Fittings	Manitowish	4" x 6" x 8" SDR35 HWI Generated Sewer Fittings
Manhole	Manhole	Manitowish	10' Dia. 15' High Concrete Manhole
Valve Box	Valve Box	Tyler Union	10' Dia. Valve Box Top Section Down
Valve Box	Sewer Lid	Tyler Union	5' x 4' Valve Box Lid 54" x 54" SDR 35 Concrete
Manhole Box	Manhole Box	Manitowish	5' x 4' x 5' x 5' KORNSEA Manhole Adapter

NOTES:  
 1. THE VERTICAL DATUM IS NAVD-83, AND THE HORIZONTAL DATUM IS NAD 83.

**ADDRESS:**  
 LADY'S ISLAND AIRPORT SEWER EXTENSION  
 39 AIRPORT CIRCLE



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

FROM: Jon Rembold, Airports Director

SUBJ: **Ordinance to Provide Utility Easement at Beaufort County Airport**

DATE: May 20, 2020

**BACKGROUND:**

The Airport recently completed a project that included installation of a sanitary sewer line to serve the terminal building. Part of the project closeout requires an easement to be granted to Beaufort Jasper Water and Sewer Authority (“BJWSA”) for maintenance purposes. The proposed ordinance accomplishes this objective.

**FOR ACTION:**

Public Facilities Committee meeting occurring June 15, 2020

**RECOMMENDATION:**

Recommend to Beaufort County Council approval of subject ordinance providing a utility easement to BJWSA.

Encl: (1) Draft Ordinance  
(2) BJWSA Utility Easement



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Hilton Head Island Airport - Commercial Ramp Expansion

**Council Committee:**

Finance

**Meeting Date:**

August 17, 2020

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

Jon Rembold, Airports Director

**Issues for Consideration:**

Contract Award for Commercial Ramp Expansion at Hilton Head Island Airport

**Points to Consider:**

The standard County procurement process was followed in order to recommend the selection of the contractor. This project is a first step in the expansion and renovation of the entire commercial service terminal facility and will provide substantially more space for aircraft, ground crews, and ground support equipment.

**Funding & Liability Factors:**

90% FAA Airport Improvement Program Funds (Grant 46, pending), 5% SCAC Grant Funds, 5% Airport Funds.

**Council Options:**

Approve, Modify or Reject

**Recommendation:**

Approve



Item 2.



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 Hervochon, Chairman, Finance Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: New Contract as a Result of Solicitation
Hilton Head Island Airport - Contract Award for Commercial Ramp Expansion

DATE: 08/17/2020

BACKGROUND:

As a result of the growth of commercial aviation at the airport, the commercial ramp will be expanded. This project is a first step in the expansion and renovation of the entire commercial service terminal facility and will provide substantially more space for aircraft, ground crews, and ground support equipment. Bids for this project were opened June 9, 2020, and subsequent to license and verifications, APAC-Atlantic, Inc., Savannah, GA, is the lowest responsive bidder for the commercial ramp expansion project. Funding for this project: 90% FAA Airport Improvement Program Funds (Grant 46, pending), 5% SCAC Grant Funds, 5% Airport Funds

VENDOR INFORMATION:

APAC-Atlantic, Inc., Savannah, GA

COST:

\$3,307,934

Insert Addition Vendor Info.

FUNDING: 90% FAA Airport Improvement Program Funds (Grant 46, pending), 5% SCAC Grant Funds, 5% Airport Funds.

Funding approved: Yes By: raymond.williams Date: 08/04/2020

FOR ACTION: Finance Committee meeting occurring August 17, 2020.

RECOMMENDATION:

The Finance Committee approve and recommend to County Council the contract award to APAC-Atlantic, Inc., for the aforementioned project in the amount of \$3,307,934.

Attachment: Ramp Expansion.pdf 1.37 MB Click here to attach a file

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 08/04/2020

Check to override approval: Overridden by:

Override Date:

Raymond Williams, Finance Director

Approved: Yes Date: 08/04/2020

Item 2.

Jon Rembold, Director, Airports Department  Approved: Yes  Date: 08/04/2020

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  
 Post Office Drawer 1228  
 Beaufort, South Carolina 29901-1228

TO: Councilman Chris Hervochoon, Chairman, Beaufort County Finance Committee  
 FROM: Dave Thomas, CPPO, Purchasing Director  
 SUBJ: Hilton Head Island Airport – Contract Award for Commercial Ramp Expansion  
 DATE: August 17, 2020

**BACKGROUND:**

As a result of the growth of commercial aviation at the airport, the commercial ramp will be expanded. This project is a first step in the expansion and renovation of the entire commercial service terminal facility and will provide substantially more space for aircraft, ground crews, and ground support equipment. Bids for this project were opened June 9, 2020, and subsequent to license and reference verifications, APAC-Atlantic, Inc. Savannah, GA is the lowest responsive bidder for the commercial ramp expansion project.

Funding for this project: 90% FAA Airport Improvement Program Funds (Grant 46, pending), 5% SCAC Grant Funds, 5% Airport Funds.

**VENDOR BID INFORMATION:**

APAC-Atlantic, Inc. Savannah, GA

**COST:**

\$3,307,934.00

**FUNDING:**

90% FAA Airport Improvement Program Funds (Grant 46, pending), 5% SCAC Grant Funds, 5% Airport Funds.

**FOR ACTION:**

Finance Committee meeting occurring August 17, 2020.

**RECOMMENDATION:**

Recommend to County Council approval of this contract award.

cc: Ashley Jacobs, County Administrator  
 Raymond Williams, Finance Director  
 Jon Rembold, C.M., Airports Director

**Encl:** Recommendation Memo – BCAB Chairman Ackerman



TO: Councilman Chris Hervocho, Chairman, Beaufort County Finance Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: Hilton Head Island Airport – Contract Award for Commercial Ramp Expansion

DATE: August 17, 2020

**BACKGROUND:**

As a result of the growth of commercial aviation at the airport, the commercial ramp will be expanded. This project is a first step in the expansion and renovation of the entire commercial service terminal facility and will provide substantially more space for aircraft, ground crews, and ground support equipment.

Bids for this project were opened June 9, 2020, and subsequent to license and reference verifications, APAC-Atlantic, Inc. Savannah, GA is the lowest responsive bidder for the commercial ramp expansion project.

Funding for this project: 90% FAA Airport Improvement Program Funds (Grant 46, pending), 5% SCAC Grant Funds, 5% Airport Funds.

**VENDOR INFORMATION:**

APAC-Atlantic, Inc. Savannah, GA

**COST:**

\$3,307,934.00

**FUNDING:**

90% FAA Airport Improvement Program Funds (Grant 46, pending), 5% SCAC Grant Funds, 5% Airport Funds.

**FOR ACTION:**

Finance Committee meeting occurring August 17, 2020.

**RECOMMENDATION:**

Recommend to County Council approval of this contract award.

**Encl:** Bid Tab – Commercial Ramp Expansion





**BID TABULATION**  
**COMMERCIAL APRON EXPANSION-IFB# 060420HXD**  
**HILTON HEAD ISLAND AIRPORT**  
**TBE PROJECT NO. 2119-1906**  
**JUNE 9, 2020**

		ENGINEER'S ESTIMATE										
BASE BID												
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
1	C-105	MOBILIZATION	1	LS	\$370,000.00	\$370,000.00		\$0.00		\$0.00		\$0.00
2	C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1	LS	\$120,000.00	\$120,000.00		\$0.00		\$0.00		\$0.00
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	\$15,000.00	\$15,000.00		\$0.00		\$0.00		\$0.00
4	C-102	TEMPORARY SILT FENCE	1,100	LF	\$4.50	\$4,950.00		\$0.00		\$0.00		\$0.00
5	C-102	TEMPORARY SEDIMENT BASIN WITH FAIRCLOTH SKIMMER, COMPLETE	1	EA	\$6,500.00	\$6,500.00		\$0.00		\$0.00		\$0.00
6	C-102	OUTLET PROTECTION RIP RAP	15	CY	\$300.00	\$4,500.00		\$0.00		\$0.00		\$0.00
7	C-102	TEMPORARY SEDIMENT TUBE	4	EA	\$150.00	\$600.00		\$0.00		\$0.00		\$0.00
8	C-102	TEMPORARY CONCRETE WASHOUT STATION	1	EA	\$5,000.00	\$5,000.00		\$0.00		\$0.00		\$0.00
9	P-151	CLEARING AND GRUBBING	4	AC	\$20,000.00	\$80,000.00		\$0.00		\$0.00		\$0.00
10	REP	REMOVE EXISTING BITUMINOUS PAVEMENT, ANY THICKNESS, FULL DEPTH (AIRFIELD)	650	SY	\$15.00	\$9,750.00		\$0.00		\$0.00		\$0.00
11	REP	REMOVE EXISTING CONCRETE PAVEMENT, ANY THICKNESS, FULL DEPTH (AIRFIELD)	300	SY	\$25.00	\$7,500.00		\$0.00		\$0.00		\$0.00
12	P-152	UNCLASSIFIED EXCAVATION	12,000	CY	\$14.00	\$168,000.00		\$0.00		\$0.00		\$0.00
13	P-152	UNSUITABLE EXCAVATION	2,000	CY	\$20.00	\$40,000.00		\$0.00		\$0.00		\$0.00
14	P-401	BITUMINOUS CONCRETE SURFACE COURSE	750	TON	\$150.00	\$112,500.00		\$0.00		\$0.00		\$0.00
15	P-403	BITUMINOUS CONCRETE BASE COURSE	6,000	TON	\$145.00	\$870,000.00		\$0.00		\$0.00		\$0.00
16	P-501	8" PORTLAND CEMENT CONCRETE PAVEMENT	400	SY	\$105.00	\$42,000.00		\$0.00		\$0.00		\$0.00
17	P-501	12" PORTLAND CEMENT CONCRETE PAVEMENT	14,000	SY	\$105.00	\$1,470,000.00		\$0.00		\$0.00		\$0.00
18	P-603	EMULSIFIED ASPHALT TACK COAT	1,900	GAL	\$5.00	\$9,500.00		\$0.00		\$0.00		\$0.00
19	P-620	REMOVE EXISTING PAVEMENT MARKING	500	SF	\$5.00	\$2,500.00		\$0.00		\$0.00		\$0.00
20	P-620	AIRFIELD PAVEMENT MARKING (REFLECTORIZED AVIATION YELLOW)	1,000	SF	\$3.00	\$3,000.00		\$0.00		\$0.00		\$0.00
21	P-620	AIRFIELD PAVEMENT MARKING (NON-REFLECTORIZED BLACK)	2,500	SF	\$2.50	\$6,250.00		\$0.00		\$0.00		\$0.00
22	D-701	DRY DETENTION BASIN 4" DIAMETER PERFORATED PIPE WITH GEOTEXTILE FABRIC WRAP	160	LF	\$36.00	\$5,760.00		\$0.00		\$0.00		\$0.00
23	D-701	18" DOUBLE WALLED HDPE PIPE	5	LF	\$220.00	\$1,100.00		\$0.00		\$0.00		\$0.00
24	D-701	18" REINFORCED CONCRETE PIPE, CLASS IV	458	LF	\$100.00	\$45,800.00		\$0.00		\$0.00		\$0.00
25	D-701	24" REINFORCED CONCRETE PIPE, CLASS IV	248	LF	\$140.00	\$34,720.00		\$0.00		\$0.00		\$0.00
26	D-705	PAVEMENT EDGE STRIP DRAIN	485	LF	\$35.00	\$16,975.00		\$0.00		\$0.00		\$0.00
27	D-705	4-INCH PVC STRIP DRAIN COLLECTOR PIPE, SCHEDULE 80	180	LF	\$25.00	\$4,500.00		\$0.00		\$0.00		\$0.00
28	D-705	4-INCH STRIP DRAIN CLEANOUT	5	EA	\$1,200.00	\$6,000.00		\$0.00		\$0.00		\$0.00
29	D-751	4' X 4' STORM DRAIN GRATE INLET	1	EA	\$5,000.00	\$5,000.00		\$0.00		\$0.00		\$0.00
30	D-751	DRY DETENTION BASIN RISER INFILTRATION STRUCTURE	1	EA	\$5,500.00	\$5,500.00		\$0.00		\$0.00		\$0.00
31	F-162	REMOVE EXISTING FENCE	1,200	LF	\$40.00	\$48,000.00		\$0.00		\$0.00		\$0.00
32	F-162	8-FOOT HIGH CHAIN LINK FENCE WITH 3 STRANDS BARBED WIRE	1,000	LF	\$50.00	\$50,000.00		\$0.00		\$0.00		\$0.00
33	F-162	24 FOOT WIDE DOUBLE SWING CHAIN LINK FENCE GATE	1	EA	\$4,000.00	\$4,000.00		\$0.00		\$0.00		\$0.00
34	L-105	REMOVE EXISTING GUIDANCE SIGN & BASE	2	EA	\$1,200.00	\$2,400.00		\$0.00		\$0.00		\$0.00
35	L-105	REMOVE EXISTING TAXIWAY EDGE LIGHT	12	EA	\$190.00	\$2,280.00		\$0.00		\$0.00		\$0.00
36	L-108	CABLE TRENCH	3,000	LF	\$2.00	\$6,000.00		\$0.00		\$0.00		\$0.00
37	L-108	L-824 1/C, #8, 5kV, TYPE "C" CABLE INSTALLED IN CONDUIT	4,200	LF	\$1.50	\$6,300.00		\$0.00		\$0.00		\$0.00
38	L-108	1/C, #6 BARE COPPER COUNTERPOISE, INCLUDING GROUND RODS AND GROUND CONNECTORS	3,000	LF	\$2.50	\$7,500.00		\$0.00		\$0.00		\$0.00
39	L-110	2-INCH, SCHEDULE 40 PVC CONDUIT IN GRASSED AREAS	3,000	LF	\$4.00	\$12,000.00		\$0.00		\$0.00		\$0.00
40	L-110	4-INCH, 4-WAY CONCRETE ENCASED UNDERGROUND DUCT	150	LF	\$75.00	\$11,250.00		\$0.00		\$0.00		\$0.00
41	L-115	ELECTRICAL MANHOLE	2	EA	\$15,000.00	\$30,000.00		\$0.00		\$0.00		\$0.00
42	L-125	L-861T BASE MOUNTED MEDIUM INTENSITY LED TAXIWAY EDGE LIGHT	35	EA	\$1,200.00	\$42,000.00		\$0.00		\$0.00		\$0.00
43	L-125	L-853 TAXIWAY RETROREFLECTIVE MARKER, SURFACE MOUNTED	12	EA	\$300.00	\$3,600.00		\$0.00		\$0.00		\$0.00
44	L-125	L-853 TAXIWAY RETROREFLECTIVE MARKER, SOIL MOUNTED	4	EA	\$400.00	\$1,600.00		\$0.00		\$0.00		\$0.00
45	L-125	L-858, SIZE 1, STYLE 2, CLASS 2, DOUBLE SIDED AIRFIELD GUIDANCE SIGN (5 - 6 CHARACTERS), LED	1	EA	\$4,900.00	\$4,900.00		\$0.00		\$0.00		\$0.00
46	L-125	L-858, SIZE 1, STYLE 2, CLASS 2, DOUBLE SIDED AIRFIELD GUIDANCE SIGN (7 - 8 CHARACTERS), LED	3	EA	\$5,700.00	\$17,100.00		\$0.00		\$0.00		\$0.00
47	T-901	TEMPORARY SEEDING (MULCHED)	3	AC	\$1,500.00	\$4,500.00		\$0.00		\$0.00		\$0.00
48	T-901	PERMANENT SEEDING (MULCHED)	3	AC	\$2,500.00	\$7,500.00		\$0.00		\$0.00		\$0.00
49	T-904	PERMANENT BAHIA SOD	21,780	SF	\$1.50	\$32,670.00		\$0.00		\$0.00		\$0.00
50	R-651	SECURITY FENCE SIGN	4	EA	\$150.00	\$600.00		\$0.00		\$0.00		\$0.00
51	M-103	CLOSED TAXIWAY MARKER	5	EA	\$800.00	\$4,000.00		\$0.00		\$0.00		\$0.00
52	M-110	EXTRUDED BIAXIAL GEOGRID STABILIZATION FABRIC	150	SY	\$12.00	\$1,800.00		\$0.00		\$0.00		\$0.00
<b>TOTAL BASE BID AMOUNT</b>						<b>\$3,772,905.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		




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 BEAUFORT COUNTY COUNCIL
 

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

Carryover Budget FY 2021.

**Committee:**

Finance Committee

**Meeting Date:**

August 17, 2020

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

Hayes Williams, Interim CFO - presenter. The presentation should take between five to ten minutes to present.

**Issues for Consideration:**

Due to the restraints of COVID 19, vehicles, equipment, repairs and projects for the General Fund in the amount of \$1,339,837, Special Revenue Fund in the amount of \$12,610 and Stormwater Funds of \$752,931 could not be completed by June 30, 2020. Various departments are requesting a budget rollover from their 2020 budget to complete these items in the current year 2021.

**Points to Consider:**

These goods and services were unable to be procured in FY20. We are requesting to carryover the funds to the FY21 to complete projects and meet departmental needs.

**Funding & Liability Factors:**

Funding was approved in the 2020 budget, and there are sufficient funds available.

**Council Options:**

Reject or approve the Carryover Budget.

**Recommendation:**

Staff recommends approval of the Carryover Budget.



Beaufort County, South Carolina  
Carryover Budget FY 2021

Description	Amount
<b>GENERAL FUND</b>	
<b>Sheriff's Department</b>	
Six Dodge Durangos	194,574.00
Geo Validation Upgrade	10,920.00
Install Two transfer switches for Shelter for emergencies	10,822.91
Four Computers	8,638.07
DNA Lab Expansion	461,175.93
DNA processing	5,000.00
Total Sheriff's Department	691,130.91
<b>Public Works</b>	
Repairing boat ramp Daufuskie Island	11,586.00
Repairing boat ramp Grays Hill	12,725.00
Bluffton Sound Wall	4,800.00
Broad River Blvd sidewalk repair	18,759.00
Total Public Works	47,870.00
<b>Roads &amp; Drainage</b>	
Glass Crusher Shed	2,129.15
Repairing boat ramp Sands/ Sam's Point	7,475.00
Total Roads & Drainage	9,604.15
<b>Mosquito Control</b>	
Mosquito Control hanger heaters	21,214.00
Total Mosquito Control	21,214.00
<b>Parks &amp; Recreation</b>	
2020 F250	28,579.00
Tennis or Pickle Ball Courts	65,000.00
Total Parks & Recreation	93,579.00
<b>Animal Services</b>	
Van for Animal Services	30,000.00
Total Animal Services	30,000.00
<b>Treasurer's Office - General Fund Request</b>	
Beaufort/ Bluffton/ Hilton Head Island Camera Update	12,609.88
Treasurer's Office	12,609.88

**Facilities Maintenance**

278 Landscaping	13,112.00
BW lighting	1,586.89
Install doors Lind Brown Center	3,332.46
Administration Roof Repair	4,798.79
Wetland delineation Camp St. Mary's	400.00
Survey Camp St. Mary's	930.00
Hilton Head Island Library roof repair	1,927.73
LEC Generator	72,283.38
Detention Center Water Heater	127,195.75
Detention Center Roof Top Unit	11,687.30
Detention Center Kitchen Hood	1,890.11
Detention Center Cooler/Freezer	4,050.83
Detention Center Generator	157,511.37
Pools Architecture & Engineering	23,750.00
Architecture & Engineering new building	9,372.10
Total Facilities Maintenance	<u>433,828.71</u>

Total Budget Amendment for General Fund

1,339,836.65**SPECIAL REVENUE FUND****Treasurer's Office - Special Revenue Fund Request**

Beaufort/ Bluffton/ Hilton Head Island Camera Update	<u>12,609.86</u>
Treasurer's Office	<u>12,609.86</u>

**STORMWATER PROPRIETARY FUND****Stormwater**

Engineering service outfall erosion issues	3,320.00
Stormwater retention pond	20,550.00
Design & construct a regional stormwater best	22,763.74
Oak Marsh Plantation Drainage Improvements	6,725.00
Pine Tree & Water Oak Tree Removed & Dismantled	2,000.00
Remove & Install Drainage Pipe	2,800.00
Light bar install	2,053.18
International HX620 6x4 Dump Truck	164,778.68
International HX620 6x4 Dump Truck	164,778.68
Brewer Memorial Park BMP Demonstration	43,105.69
Sub watershed Regional Detention Center	265,806.37
Study & investigate to evaluate the current condition & capacity of the Stormwater Drainage Facilities	<u>54,250.00</u>
Total Stormwater	<u>752,931.34</u>

Total Funds Requested

2,105,377.85

-



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 Hervochon, Chairman, Finance Committee
FROM: David L Thomas, CPPD, Purchasing Director
SUBJ: State Contract Purchase
Emergency Medical Services (EMS) Contract Award Recommendation to Purchase Two (2) New 2020 Ambulances from the HGAC Buy Cooperative Contract

DATE: 08/17/2020

BACKGROUND:

The Purchasing Department received a request from Beaufort County's EMS Department to purchase two (2) new 2020 Ford F450 4x2 ambulance remounts, which includes remounting services. This purchase request will use the HGAC Buy Cooperative Contract, a National Cooperative contract used by state and local governments. The EMS Department, along with First Vehicle Services, recommends the purchase of the Ford ambulances due to their overall performance and the close proximity of the factory to Beaufort County. The HGAC Buy Contract will provide remount of two of the current fleet ambulances as these modules are in good structural condition. The old chassis would be traded into Northwestern and remounting of the ambulances would include a new 2020 Ford F450, 4x2, Type I cab/chassis, HVAC, cot/power load system, emergency and compartment lights. Also, the module would be repainted and interior refurbished. The remounted ambulances receive the same manufacturer warranty as the new ambulance. All of the ambulances will be delivered to the County before the end of the fiscal year.

Table with 2 columns: Vendor Information and Cost. Rows include: Northwester Emergency Vehicles, Jefferson, NC (Remount Ambulances (2 @ \$154,939/ea) - \$309,878); SC Sales Tax (2 @ \$500) - \$ 1,000; Total: \$310,878

Insert Addition Vendor Info.

FUNDING: Account 10401230-540000, Vehicle Purchases
Funding approved: Yes By: raymond.williams Date: 08/04/2020

FOR ACTION: Finance Committee occurring on August 17, 2020.

RECOMMENDATION:

The Finance Committee approve and recommend to County Council the contract award to purchase two ambulances from the aforementioned contractor for a total cost of \$310,878.

Attachment: ems ambulances.pdf 1014.28 KB Click here to attach a file

cc: Ashley Jacobs, County Administrator	Approved: Yes <input checked="" type="checkbox"/> Date: 08/06/2020
Check to override approval: <input type="checkbox"/> Overridden by:	Override Date:
Raymond Williams, Finance Director	Approved: Yes <input checked="" type="checkbox"/> Date: 08/04/2020
Phil Foot, Assistant County Administrator, Public Safety <input checked="" type="checkbox"/>	Approved: Yes <input checked="" type="checkbox"/> Date: 08/06/2020
Check to override approval: <input type="checkbox"/> Overridden by:	Override Date: ready for admin: <input checked="" type="checkbox"/>
Donna Ownby, Director, Emergency Medical Services De <input checked="" type="checkbox"/>	Approved: Yes <input checked="" type="checkbox"/> Date: 08/05/2020
Check to override approval: <input type="checkbox"/> Overridden by:	Override Date: ready for admin: <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> CC others	
Approved by Committee:	
Approved by Council:	

After Initial Submission, Use the Save and Close Buttons



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

TO: Councilman Chris Hervochon, Chairman, Finance Committee  
FROM: Dave Thomas, CPPO, Purchasing Director  
SUBJ: **Emergency Medical Services (EMS) Contract Award Recommendation to purchase two new 2020 Ambulances from the HGAC Buy Cooperative Contract**  
DATE: August 17, 2020

The Purchasing Department received a request from Beaufort County’s Emergency Medical Services Department to purchase two new 2020 Ford F450 4X2 Ambulance remounts, which includes remounting services. This purchase request will use the HGAC Buy Cooperative Contract, a National Cooperative contract used by state and local governments. The EMS Department along with First Vehicle Services recommends the purchase of the Ford Ambulances due to their overall performance and the close proximity of the factory to Beaufort County. The HGAC Buy contract will provide remount of two of the current fleet ambulances as these modules are in good structural condition. The old chassis would be traded into Northwestern and remounting of the ambulances would include a new 2020 Ford F450, 4X2 Type I cab/chassis, HVAC, cot/power load system, emergency and compartment lights. Also, the module would be repainted and interior refurbished. The remounted ambulances receive the same manufacturer warranty as the new ambulance. All of the ambulances will be delivered to the County before the end of the fiscal year.

<u>VENDOR INFORMATION:</u>	<u>COST</u>
Northwestern Emergency Vehicles, Jefferson, NC	
Remount Ambulances (2@\$154,939.00 each)	\$309,878.00
SC Sales Tax (2@ \$500.00)	\$1,000.00
Grand Total	\$310,878.00

**FUNDING INFORMATION:** Account #10401230-54000, Vehicle Purchases

**FOR ACTION:** Finance Committee meeting occurring August 17, 2020.

**RECOMMENDATION:** The Finance Committee approve and recommend to County Council the contract award to purchase two Ambulances from the aforementioned contractor for a total cost of \$310,878.

CC: Ashley Jacobs, County Administrator  
Phil Foot, Assistant County Administrator for Public Safety  
Raymond Williams, Finance Director  
Donna Ownby, Director EMS

Att: HGAC Pricing Quote



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.: AM10-18 Date Prepared: 8/3/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Beaufort County EMS	Contractor:	AEV / NORTHWESTERN EMERGENCY VEHICLES
Contact Person:	Howell	Prepared By:	David Hudler
Phone:	843-812-8030	Phone:	336-977-1015 (cell)
Fax:		Fax:	336-246-8978
Email:	howelly@bcgov.net	Email:	david@nwev.com

Product Code:	AM18AE07	Description:	Ford Type I Diesel Base Ambulance Remount
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 91,654.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
YY00 Wheel Simulators	385.00	YY09 New Counter Tops	1,145.00
YY01 Running Boards	467.00	YY24 Danhard 110 Heat/AC	1,120.00
YY05 New Upholstery	1,071.00	YY26 Paint Module	8,250.00
YY06 New Flooring	1,816.00	YY46 Camera System	1,250.00
YY10 New Lexan	350.00	YY38 Child Seat	1,859.00
YY16 New Weather Stripping	750.00		
YY20 New Front Console	900.00		
YY23 New Rear Heat/AC	1,045.00		
<b>YY 31 LED Lighting</b>	<b>6,511.00</b>		
YY36 Vanner Inverter	1,329.00		
<b>YY04 Liquid Spring Suspension</b>	<b>11,600.00</b>		
		Subtotal From Additional Sheet(s):	
		<b>Subtotal B:</b>	<b>39,848.00</b>

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Chevrons and belt stripes	2,185.00	Hot weather package	3,567.00
Mobility one Track System on C/S With sidling seat	2,786.00		
Stryker Equipment	20,599.00		
		Subtotal From Additional Sheet(s):	
		<b>Subtotal C:</b>	<b>29137</b>

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 22%

Quantity Ordered: 2 X Subtotal of A + B + C: 160,639.00 = Subtotal D: 321,278.00

E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Special Discount -6,000.00 x -12,000.00	-12,000.00		
		<b>Subtotal F:</b>	<b>-12,000.00</b>

Delivery Date: G. Total Purchase Price (D+E+F): 309,878.00



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>RECOMMENDATION FOR EMERGENCY MEDICAL SERVICES (EMS) CONTRACT FOR TWO (2) NEW 2020 REMOUNTED AMBULANCES</b>
<b>MEETING NAME AND DATE:</b>
County Council on September 14, 2020
<b>PRESENTER INFORMATION:</b>
Philip Foot, Assistant County Administrator for Public Safety Dave Thomas, CPPO, Purchasing Director (5 minutes maximum time to present)
<b>ITEM BACKGROUND:</b>
Finance Committee on August 17, 2020 (unanimous vote 10-0, approved to move forward to full council)
<b>PROJECT / ITEM NARRATIVE:</b>
Purchase of two (2) new 2020 (remounted) ambulances for Emergency Medical Services (EMS). The purchasing department will use the HGAC Buy Cooperative Contract, a National Cooperative Contract used by state and local governments, for the purchase of these two (2) new 2020 (remounted) ambulances.
<b>FISCAL IMPACT:</b>
Both vehicles were requested in the FY21 budget and approved. The total amount of this contract purchase for both ambulances: \$310,878. EMS Account #10401230-5400 Vehicle Purchases
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
The staff recommendation is for approval of the contract award to AEV/Northwestern Emergency Vehicles
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve the contract award for two (2) new 2020 (remounted) ambulances to AEV/Northwestern Emergency Vehicles Company in the amount of \$310,878.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Hilton Head Island Airport - Wetlands Mitigation

**Council Committee:**

Finance

**Meeting Date:**

August 17, 2020

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

Jon Rembold, Airports Director

**Issues for Consideration:**

Wetlands mitigation payment (FAA grant-eligible)

**Points to Consider:**

Freshwater wetlands are being impacted in order to expand the commercial aircraft ramp and the customer vehicle parking areas. An existing Federal Memorandum Of Agreement prevents wetlands mitigation on an airport so mitigation must take the form of the purchase of offsite credits.

**Funding & Liability Factors:**

90% FAA Airport Improvement Program Funds (Grant 46, pending), 5% SCAC Grant Funds, 5% Airport Funds.

**Council Options:**

Approve, Modify or Reject

**Recommendation:**

Approve





TO: Councilman Chris Hervocho, Chairman, Beaufort County Finance Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: Recommendation for approval: HXD Wetlands Mitigation Payment SAC-2019-01500

DATE: August 17, 2020

**BACKGROUND:**

Freshwater wetlands are being impacted in order to expand the commercial aircraft ramp and the customer vehicle parking areas. An existing Federal Memorandum of Agreement prevents wetlands mitigation on an airport so mitigation must take the form of the purchase of offsite credits. Hilton Head Island Airport falls under these guidelines.

The Beaufort County Airports Board voted unanimously on June 18, 2020 in favor of purchasing required mitigation credits and to forward the issue for final approval to County Council via the Finance Committee.

**VENDOR INFORMATION:**

Sweetleaf Swamp, LLC

**COST:**

\$414,000.00

**FUNDING:**

90% FAA Airport Improvement Program Funds (Grant 46, pending), 5% SCAC Grant Funds, 5% Airport Funds.

**FOR ACTION:**

Finance Committee meeting occurring August 17, 2020.

**RECOMMENDATION:**

The Finance Committee approve and recommend to County Council payment of the wetlands mitigation credits.

**Encl:** Sweetleaf Swamp, LLC – Memorandum



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**

106 Industrial Village Road  
 Post Office Drawer 1228  
 Beaufort, South Carolina 29901-1228

TO: Councilman Chris Hervocho, Chairman, Beaufort County Finance Committee  
 FROM: Dave Thomas, CPPO, Purchasing Director  
 SUBJ: Recommendation for approval: HXD Wetlands Mitigation Payment SAC-2019-01500  
 DATE: August 17, 2020

**BACKGROUND:**

Freshwater wetlands are being impacted in order to expand the commercial aircraft ramp and the customer vehicle parking areas. An existing Federal Memorandum of Agreement prevents wetlands mitigation on an airport so mitigation must take the form of the purchase of offsite credits. Hilton Head Island Airport falls under these guidelines.

The Beaufort County Airports Board voted unanimously on June 18, 2020 in favor of purchasing required mitigation credits and to forward the issue for final approval to County Council via the Finance Committee.

**VENDOR BID INFORMATION:**

Sweetleaf Swamp, LLC

**COST:**

\$414,000.00

**FUNDING:**

90% FAA Airport Improvement Program Funds (Grant 46, pending), 5% SCAC Grant Funds, 5% Airport Funds.

**FOR ACTION:**

Finance Committee meeting occurring August 17, 2020.

**RECOMMENDATION:**

The Finance Committee approve and recommend to County Council payment of the wetlands mitigation credits.

cc: Ashley Jacobs, County Administrator  
 Raymond Williams, Finance Director  
 Jon Rembold, C.M., Airports Director

**Encl:** Recommendation Memo – BCAB Chairman Ackerman

# Sweetleaf Swamp, LLC

P.O. Box 746, Mt. Pleasant, South Carolina 29465-0746  
Phone 843/388-6585 FAX 843/388-6580

## MEMORANDUM

**Date:** May 20, 2020  
**To:** Mr. Jim Gentry  
**From:** Ken Hance  
**Re:** Mitigation Credits for SAC-2019-01500  
Beaufort County, South Carolina

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This is to confirm the current availability of 36.0 non-buffer enhancement/restoration credits in the Sweetleaf Swamp Mitigation Bank for compensatory mitigation associated with the referenced project. Documentation of the purchase of mitigation credits will be provided upon receipt of a check in the amount of four hundred fourteen thousand (\$414,000.00) dollars (\$11,500.00 per non-buffer enhancement/restoration credit), payable to Sweetleaf Swamp, LLC, P.O. Box 746, Mt. Pleasant, SC 29465

Please note that credits in the bank cannot be reserved, as credits are sold on a first come, first serve basis. Credit prices can be relied upon for a period of six months from the date of this correspondence.

**FedEx Address:**  
Newkirk Environmental, Inc.  
1887 Clements Ferry Road  
Charleston, SC 29492



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Sheldon Township Fire District Contract Award Recommendation to purchase one new (Demo) 2020 Pump Truck from Ahrens-Fox Fire Engine Co.

#### Council Committee:

Finance Committee

#### Meeting Date:

August 17, 2020

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

Chief Buddy Jones

#### Issues for Consideration:

The Purchasing Department received a request from the Sheldon Township Fire District to purchase one new (Demo) Pump Truck (HME Ahrens-Fox Rescue Pumper) along with Radio & DC Mount and equipment. The Sheldon Township Fire District recommends the purchase of the new pumper truck due to it's overall performance and the close proximity of the maintenance facility to Sheldon Township. HME, Incorporated will provide one new Demo with 2,300 hrs/miles. Radio and DC Mount purchase from Motorola Solutions/Equipment purchase from Municipal Emergency Services. This new Pumper Truck will be an addition to our fleet. The Pumper Truck purchase includes all specifications attached. The Pumper Truck receives a manufacturer warranty as stated in the specifications. The Pumper Truck is ready for delivery to the Sheldon Township Fire Station.

#### Points to Consider:

Cost savings for purchase of this demo truck is approximately \$64,000. This new pumper will be an addition of our fleet. Approved by Fire District Board on July 16, 2020.

#### Funding & Liability Factors:

Palmetto State Bank came in with the lowest bid at 2% with a 12 year term. Attached is the letter of proposal and amortization schedule.

#### Council Options:

Approve or Disapprove

#### Recommendation:

The Finance Committee approve and recommend to County Council the contract award to purchase one new 2020 (Demo) Pump Truck from the aforementioned contractor for a total cost of \$551,200.00.



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 Hervochon, Chairman, Finance Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** Contract Award  
Sheldon Township Fire District Contract Award Recommendation to Purchase One (1) New (Demo) 2020 Pump Truck from HME, Inc.

**DATE:** 08/17/2020

**BACKGROUND:**

The Purchasing Department received a request from the Sheldon Township Fire District to purchase one new (demo) pump truck (2020 HME Ahrens-Fox Rescue Pumper Truck). The Sheldon Township Fire District recommends the purchase of the pumper truck due to their overall performance and the close proximity of the maintenance facility to Beaufort County. HME, Inc., will provide one (1) new demo with 2300 hrs/miles. This new pump truck will be an addition to the fleet. The pumper truck purchase includes all specifications attached. The pumper truck received a manufacturer warranty: 3 year bumper to bumper, 10 year on the pump. The pumper truck is ready for delivery to the Sheldon Township Fire Station.

**VENDOR INFORMATION:**

**COST:**

HME, inc., Wyoming, MI	\$499,000.00
Radio and MDC Mount	\$ 7,469.52
Equipment	\$ 44,740.49
<b>Grand Total:</b>	<b>\$551,200.00</b>

Insert Addition Vendor Info.

**FUNDING:**

Palmetto State Bank - 2%/12 Year Term (Proposal and Amortization Schedule attached).

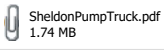
Funding approved: Yes  By: raymond.williams Date: 08/06/2020

**FOR ACTION:** Finance Committee occurring August 17, 2020.

**RECOMMENDATION:**

The Finance Committee approve and recommend to County Council the contract award to purchase one (1) new 2020 (demo) pumper truck from the aforementioned contractor for a total cost of \$551,200.

Item 6.

Attachment:  [Click here to attach a file](#)

cc: Ashley Jacobs, County Administrator

Approved: Yes  Date: 08/06/2020

Check to override approval:  Overridden by:

Override Date:

Raymond Williams, Finance Director

Approved: Yes  Date: 08/06/2020

Approved: Select...  Date:

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

270

Item 6.



COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT

106 Industrial Village Road  
Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

TO: Councilman Chris Hervochon, Chairman, and Finance Committee  
FROM: Dave Thomas, CPPO, Purchasing Director  
SUBJ: **Sheldon Township Fire District Contract Award Recommendation to purchase one new (Demo) 2020 Pump Truck from HME, Incorporated.**  
DATE: August 17, 2020

The Purchasing Department received a request from the Sheldon Township Fire District to purchase one new (Demo) Pump Truck (2020 HME Ahrens-Fox Rescue Pumper Truck). The Sheldon Township Fire District recommends the purchase of the pumper truck due to their overall performance and the close proximity of the maintenance facility to Beaufort County. The HME, Incorporated will provide one new Demo with 2300 hrs/miles. This new Pump Truck will be an addition to our fleet. The Pumper Truck purchase includes all specification attached. The Pumper Truck receives manufacturer warranty 3 year bumper to bumper, 10 year on the pump. The Pumper Truck is ready for delivery to the Sheldon Township Fire Station.

<b>VENDOR INFORMATION:</b>	<b>COST</b>
HME, Incorporated, Wyoming, Michigan	\$499,000.00
Radio & MDC Mount	\$ 7,459.52
Equipment	\$ 44,740.49
<b>Grand Total</b>	<b>\$551,200.00</b>

**FUNDING INFORMATION:** Palmetto State Bank/2%/12 Year Term (Proposal & Amortization Schedule Attached)

**FOR ACTION:** Finance Committee meeting occurring August 17, 2020.

**RECOMMENDATION:** The Finance Committee approve and recommend to County Council the contract award to purchase one new 2020 (Demo) Pumper Truck from the aforementioned contractor for a total cost of \$551,200.00

CC: Ashley Jacobs, County Administrator  
Chief Buddy Jones, Sheldon Township Fire District  
Raymond Williams, Finance Director

**Attachments:** Pricing Information



# Palmetto State Bank

**J. M. Malinowski**  
**President**  
 NMLS #790973

**Post Office Box 219**  
**Beaufort, SC 29901**  
**Tel: (843) 524-3300**  
**Fax: (843) 524-3174**

July 8, 2020

Chief Walter "Buddy" Jones  
 Sheldon Township Fire District  
 PO Box 129  
 Sheldon, SC 29941

Re: Rescue Pumper – Loan Proposal

Dear Chief Jones:

Palmetto State Bank is pleased to offer the Fire District a loan to purchase a new pumper truck, as follows:

Borrower:	Sheldon Township Fire District;
Amount:	\$551,200.00;
Purpose:	Purchase one (1) HME Ahrens-Fox Rescue Pumper,
Rate:	2% fixed (tax free),
Term:	12 years,
Payment:	12 consecutive annual payments of principal and accrued interest of \$52,124.58(e) beginning 365 days from loan closing,
Collateral:	Security interest in titled vehicle and acquired accessories,
Fee:	\$200.00 loan documentation fee;
Documentation:	Commercial note, security agreement, business insurance, Resolution to Borrow, copy of Board Minutes.

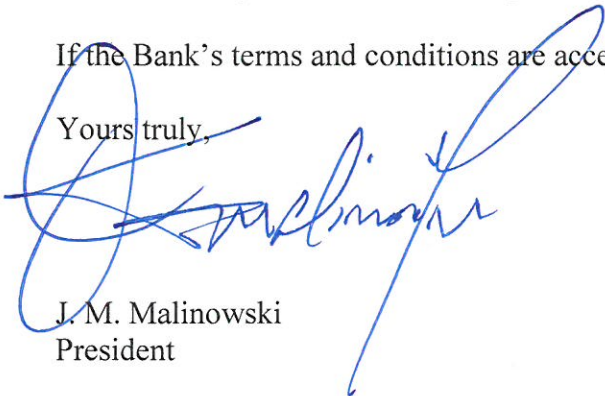
Thank you for the opportunity to work with the Fire District.

Page 2  
July 8, 2020  
Re: Sheldon FD

Contact me if you have additional questions.

If the Bank's terms and conditions are acceptable, please sign and date where indicated below.

Yours truly,



J. M. Malinowski  
President

Accepted this \_\_\_\_\_ day of July 2020.

SHELDON TOWNSHIP FIRE DISTRICT

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

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

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

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

Date: 07/20/2020

# PALMETTO STATE BANK

Item 6.

**Funding Date:** 08/03/2020  
**First Payment Date:** 08/03/2021

**Compounding:** U.S. Rule  
**Period:** Actual/365  
**Pmt Schedule:** Annually

**Principal:** 551,200.00  
**Initial Interest Rate:** 0.000%  
**Interest Rate:** 2.000%  
**Pmt Amount:** 52,124.58

Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	08/03/2021	365	\$52,124.58	11,024.00	41,100.58	510,099.42	\$41,100.58
2	08/03/2022	365	\$52,124.58	10,201.99	41,922.59	468,176.83	\$83,023.17
3	08/03/2023	365	\$52,124.58	9,363.54	42,761.04	425,415.79	\$125,784.21
4	08/03/2024	366	\$52,124.58	8,531.63	43,592.95	381,822.84	\$169,377.16
5	08/03/2025	365	\$52,124.58	7,636.46	44,488.12	337,334.72	\$213,865.28
6	08/03/2026	365	\$52,124.58	6,746.69	45,377.89	291,956.83	\$259,243.17
7	08/03/2027	365	\$52,124.58	5,839.14	46,285.44	245,671.39	\$305,528.61
8	08/03/2028	366	\$52,124.58	4,926.89	47,197.69	198,473.70	\$352,726.30
9	08/03/2029	365	\$52,124.58	3,969.47	48,155.11	150,318.59	\$400,881.41
10	08/03/2030	365	\$52,124.58	3,006.37	49,118.21	101,200.38	\$449,999.62
11	08/03/2031	365	\$52,124.58	2,024.01	50,100.57	51,099.81	\$500,100.19
12	08/03/2032	366	\$52,124.58	1,024.80	51,099.78	.03	\$551,199.97
<b>2032</b>	<b>Totals:</b>		<b>625,494.96</b>	<b>74,294.99</b>	<b>551,199.97</b>		
	<b>Grand Totals:</b>		<b>625,494.96</b>	<b>74,294.99</b>	<b>551,199.97</b>		

*This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.*

**SHELDON FIRE DISTRICT**

**NEW PUMPER COST BREAKDOWN**

**PUMPER COST-----499,000.00**

**RADIO & MDC MOUNT-----7,459.52**

**EQUIPMENT-----44,740.49**

**TOTAL COST OF PROJECT-----551,200.00**



## Rescue Pumper

#23321

SMART. TOUGH. DRIVEN.



### Chassis & Cab

- Ahrens-Fox AF1 LFD Cab
- Cummins L9 – 450 HP
- Allison 3000EVS
- 50 Gallon Fuel Tank
- 24" Bumper Extension
- 18,740lb Front Axle
- 27,000lb Rear Axle
- Galvanized Frame
- Front & Rear Disc Brakes

### Pump & Body

- Ahrens-Fox AF2000-SS 1750 GPM Pump
- 7 Year Pump Warranty
- TFT 18" "Extend-A-Gun"
- FRC Turbo Foam
- UPF 1020 Water Tank
- UPF 30-Gal Foam Tank
- Stainless Steel Body
- #22 Body
- Coffin Compartments

### Lighting & Options

- Ahrens-Fox Back-Up Camera
- Ahrens-Fox Lightbar
- TecNiq Warning Light Package
- 3 Year Comprehensive Warranty





### SALES AGREEMENT

This Sales Agreement (the "Agreement") made by and between HME, Incorporated (Company) and

Sheldon Township Fire District  
(Legal Name of Buyer)

5 Fire Station Lane                      Sheldon                      SC                      29941  
(Address)                                      (City)                                      (State/Province                      (Zip/Postal Code)

**1. ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment (collectively the "Vehicle") described in the HME, Incorporated specifications hereto attached and made part of this Agreement, in accordance with the terms and conditions herein and the attached documents referenced herein (collectively, the "Agreement"). Demo Unit: 23321

**2. DELIVERY:** Except as otherwise specified in this Agreement and provided that the Buyer has paid the purchase price, the Vehicle shall be ready for delivery within 90 Days after the date this Agreement is signed and executed by an officer of Company at the Company's Corporate Headquarters in Wyoming, Michigan.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

**3. SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this Vehicle shall comply with the hereto attached HME, Incorporated specifications dated December 26, 2019.

**4. WARRANTY:** The Company shall provide the warranty as specified in the attached HME, Incorporated specifications.

**5. PRICE:** The Buyer shall pay, as a purchase price for the Vehicle, the sum of four hundred ninety-nine thousand US Dollars and zero Cents (\$499,000.00). All prices are less any applicable local, state, or federal taxes which may be applied to the sale of the Vehicle. NOTE: Payment shall be made only to: HME, Incorporated, 1950 Byron Center Avenue, Wyoming, Michigan 49519, attention: Accounts Receivable.



Quote Number: QU0000507624  
 Effective: 11 JUN 2020  
 Effective To: 10 AUG 2020

**Bill-To:**  
 SHELDON FIRE DEPARTMENT, TOWN OF  
 #5 FIRE STATION LN  
 SHELDON, SC 29941  
 United States

**Ultimate Destination:**  
 SHELDON FIRE DEPARTMENT, TOWN OF  
 #5 FIRESTATION LN  
 SHELDON, SC 29941  
 United States

**Attention:**  
**Name:** Deputy Chief Dale Glass  
**Email:** dglass@bcgov.net  
**Phone:** 843-812-9321

**Sales Contact:**  
**Name:** Wade Britt  
**Email:** wbritt@savannahcomm.com  
**Phone:** 9126677777

**Contract Number:** SC contract 4400021163  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$2,438.00	\$1,755.36	\$1,755.36
1a	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1b	1	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$30.96	\$30.96
1c	2	G831AD	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$43.20	\$86.40
1d	1	GA00270AA	ADD: GPS ANTENNA GLASS MT	\$33.00	\$23.76	\$23.76
1e	1	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$864.00	\$864.00
	1	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$216.00	\$216.00
1g	1	GA00580AA	ADD: TDMA OPERATION APX	\$450.00	\$324.00	\$324.00
1h	1	GA09008AA	ADD: GROUP SERVICES	\$150.00	\$108.00	\$108.00
1i	1	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$72.00	\$72.00
1j	1	GA09000AA	ADD: DIGITAL TONE SIGNALING	\$150.00	\$108.00	\$108.00
1k	1	QA03399AA	ADD: ENHANCED DATA	\$150.00	\$108.00	\$108.00
1l	1	G201AA	ADD:IMPACT GREEN COLOR HOUSING (O2)	\$25.00	\$18.00	\$18.00
1m	1	G67BZ	ADD: REMOTE MOUNT MID POWER	\$297.00	\$213.84	\$213.84
1n	1	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$176.00	\$176.00	\$176.00
1o	1	G610AC	ADD: REMOTE MOUNT CBL 30 FEET	\$25.00	\$18.00	\$18.00
1p	1	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$532.80	\$532.80
1q	1	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	\$799.00	\$575.28	\$575.28
1r	1	GA00804AB	ADD: APX O2 CONTROL HEAD	\$492.00	\$354.24	\$354.24
1s	1	GA00092AC	ADD: APX DUAL-CONTRL HD HARDWARE	\$570.00	\$410.40	\$410.40
1t	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$370.80	\$370.80
1u	2	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$51.84	\$103.68
1v	1	G319AC	ENH: ENABLE RF MODEM	-	-	-
2	990	SVC03SVC0123D	SUBSCRIBER INSTALL - SVCR LOCATION	\$1.00	\$1.00	\$990.00

Total Quote in USD

\$7,459.52



6701-C Northpark Blvd  
Charlotte, NC 28216

# Quote

Item 6.

Page 1 of 5  
Date  
Quote #  
Expires  
Sales Rep  
PO #  
Shipping Method

06/04/2020  
QT1373838  
10/30/2020  
Leris, Christen  
FedEx Ground

**Bill To**  
SHELDON FIRE DEPARTMENT  
PO BOX 129  
SHELDON SC 29941-0129

**Ship To**  
SHELDON FIRE DEPARTMENT  
#5 FIRE STATION LANE  
SHELDON SC 29941  
United States

Item #	Description	Quantity	Unit Price	Total Price
	MATEX HOSE DP30PUY-50-...	20	187.00	3,740.00
	DP30PUY-50-ARN Custom MATEX HOSE DJ 3" COLOR PU X 50' AL NH PacLite			
	DP17Y-50-ARN	4	88.00	352.00
	1.75" DJ Yellow Rubber Liner			
	DP17R-50-ARN	4	88.00	352.00
	1.75" DJ Red Rubber Liner			
	MATEX HOSE DP17G-50-AR...	3	88.00	264.00
	DP17G-50-ARN-MATEX Custom MATEX HOSE ICON, DJ 1.75" COLOR X50' ALUM NH			
	DP25PU-50-ARN	10	128.00	1,280.00
	DJ 2.5" WHITE PU X 50' AL NH			
13976	MATEX HOSE NX30-S3025A...	1	119.00	119.00
	NX30-S3025ARN Custom MATEX HOSE 25 Foot Section of 3" Nitril Rubber Hose w/2.5 ARN BLUE			
	ELKHART Nozzles 02XD0075F-0...	1	586.00	586.00
	02XD0075F-010606060A ELKHART Nozzles 1.5" XD Selectomatic Nozzle Waterway 1" Flow- 30-125 GPM @ 100 PSI 01 Inlet- 1.5" FNH 06 Pistol Grip- GREEN 06 Bale- GREEN 06 Bumper- GREEN 0A Teeth Selection- Spinning			
	ELKHART Nozzles 02XD075F-01...	1	586.00	586.00
	02XD075F-010202020A ELKHART Nozzles 1.5" XD Selectomatic Nozzle Waterway 1" Flow- 30-125 GPM @ 100 PSI 01 Inlet- 1.5" FNH 06 Pistol Grip- RED 06 Bale- RED 06 Bumper- RED 0A Teeth Selection- Spinning			
	ELKHART Nozzles 02XD0752	1	586.00	586.00
	02XD0752 ELKHART Nozzles 1.5" XD Selectomatic Nozzle Waterway 1" Flow- 30-125 GPM @ 100 PSI 01 Inlet- 1.5" FNH 06 Pistol Grip- YELLOW 06 Bale- YELLOW 06 Bumper- YELLOW 0A Teeth Selection- Spinning			
	ELKHART Nozzles 02XD300F-01...	1	745.00	745.00
	02XD300F-010005050A ELKHART Nozzles 2.5" XD SelectOMatic Nozzle Waterway 1 3/8" Flow- 75-325 GPM @ 75 PSI 01 Inlet- 2.5" FNH 00 Pistol Grip- No Pistol Grip 05 Bale- BLACK			



Item #	Description	Quantity	Unit Price	Total Price
05 Bumper- BLACK 0A Teeth Selection- Spinning				
ELKHART Nozzles 0034XD02	0034XD02 ELKHART Nozzles 2.5" Playpipe Inlet 2.5", Outlet 1.5" MNH, w/o Ladder Hook	1	567.00	567.00
ELKHART Nozzles 02XD305F-01...	02XD305F-01050A ELKHART Nozzles Stem- 75-325 GPM @ 100 PSI 01 Inlet- 1.5" FNH 05 Bumper- BLACK 0A Teeth Selection- Spinning	1	560.00	560.00
ELKHART Nozzles 0034XD02	0034XD02 ELKHART Nozzles 2.5 Playpipe, Inlet- 2.5" FNH Outlet- 1.5" MNH Ladder Hook- No Bale- BLACK	2	567.00	1,134.00
02551007	ST-190-XD 1.5 FNH 1 & 1-1/8 & 1-1/4" bore Triple Stack Elk-O-Lite	2	215.87	431.74
00627004	Nozzle 2.5 in Bresnan Cellar Chrome, 340GPM @ 50PSI	1	520.00	520.00
00626001	Smooth-bore tip Quad stack 2.5F Base 1-3/8 & 1-1/2 &	1	390.00	390.00
03779601	Master Stream X-Stream 2.5F Base 300-1000GPM @ 75psi Elk-O	1	878.00	878.00
03976201	FOAM AERATION TUBE	1	210.00	210.00
ELKHART Nozzles 0032XD01	0032XD01 ELKHART Nozzles Waterway- 1" Outlet- 1.5" MNH, No Smooth Bore Inlet- 1.5" FNH Pistol Grip- BLACK Bale- BLACK	1	324.00	324.00
ELKHART Nozzles 00661007	00661007 ELKHART Nozzles ST-185-XD Inlet Thread- 1.5" NH First Tip Discharge- 7/8" Second Tip Discharge: 1/2"	1	141.00	141.00
PAY-6	6# Pick Axe (Yellow) 36" Handle	1	50.00	50.00
FAY-6	6# Flat Axe (Yellow) 36" Handle	1	48.00	48.00
DBL-12AH-B	12' American Hook, HiViz Lime Handle w/Butt End	1	80.00	80.00
DBL-6AH-B	6' American Hook, HiViz Lime Handle w/Butt End	1	55.00	55.00
02507301	B-100-A 2.5 FNH (2)1.5 MNH Elk-O-Lite Alum long 2-way, gauge	1	227.00	227.00
03723001	Hydrant valve Ball 2.5F x 2.5M Elk-O-Lite	1	610.00	610.00
QL48Z25C	TRI-LOCK 2.5	8	30.00	240.00
QL48Z15C	TRI-LOCK 1.5	2	29.00	58.00
ELKHART Repair/Part 36643004	36643004 ELKHART Repair/Part 6" Running Board Holder S-320	1	63.00	63.00
01405501	Adapter Double female Elk-O-Lite 2.5F x 2.5F	1	99.00	99.00

Item Code	Description	Quantity	Unit Price	Total Price
ELKHART Adapters 10720001	rocker lug 10720001 ELKHART Adapters Adapter Double Male, 2.5 MNH x 2.5MNH Rocker Lug	1	45.00	45.00
12120	ABC Dry Chemical Extinguisher - 20 lbs	1	90.00	90.00
50000	Pressurized Water and Water Mist Unit - 2.5 gallon	1	87.00	87.00
700229	Vehicle-Marine Mounting Bracket - 7-8 in. Diameter Cylinder	1	37.00	37.00
700228	Vehicle-Marine Mounting Bracket - 6.5-7.25 in. Diameter Cyl	1	30.00	30.00
44451	Fire Vulcan LED Vehicle Mount System dual rear LEDs, quick release shoulder strap. 12V DC direct wire rack. Orange	2	145.00	290.00
01519000	Wrench Kit Elk-O-Lite 470 kit with wrenches	1	142.00	142.00
00588000	Wrench Kit Elk-O-Lite 469 kit with wrenches	2	92.00	184.00
01507001	Wrench Hydrant Bronze, CP handle Adjustable, with pin and ro	1	65.00	65.00
HHC3	HEBERT HOSE CLAMP MODEL HHC3	1	206.00	206.00
PC3-6.0FS-6.0M	Fire Truck Valve - Pre-Con Valve 6" Female Swivel x 6" Male	1	1,551.00	1,551.00
-1TV-12x14-Red	SALVAGE COVER 18oz 12ft x 14ft - Red	2	104.00	208.00
500930	Kit, Beacon Flare Alert	1	189.00	189.00
LW12-60-FSS	Fire Rake w/ 60in Handle	2	43.00	86.00
FS15-FSS	Fire Swatter 60 inch handle	2	49.00	98.00
HTLLS-60NHLH	HTFBS-60NHLH Low Level Strainer with 6" NH Female long handle swivel w/ 1.5" NH siphon jet	1	557.00	557.00
HARRINGTON	HTBS-60NH Custom HARRINGTON Harrington 6 Ich Barrel Strainer	1	136.00	136.00
UE-095-NF	EDUCTOR 95 GPM 1.5in FEMALE X 1.5in MALE w/36in HOSE	1	754.00	754.00
TX1-1	Industrial Scientific Tango TX1 Single Gas Detector - CO	1	167.00	167.00
200954-02	RIT-PAK III ASSY, 4500 PSI	1	2,670.00	2,670.00
804721-01	CYL&VLV ASSY CARB,30MIN,4500	8	847.00	6,776.00
GA5006	Model GF165 16" Ventilator w/Honda GX160 with Oil Alert	1	1,950.00	1,950.00
HUSKY	Custom HUSKY PORTABLE 10' x 12' a 3-piece tarp-ribbed 18 oz viny	1	348.00	348.00
TEU-1000DB	EU1000 Generator, 500W light, STD-TL5Q	1	1,362.00	1,362.00
RPS48	Shovel Round Point 8 - 7/8" x 11 - 3/4" 48" Fiberglass Handl	1	32.00	32.00
SQP48	Shovel Square Point 48 " Fiberglass Handle 8 - 5/8" x 11 - 1	1	32.00	32.00
FLAMEFIGHTER	RMFG	1	13.00	13.00



# Quote

Item 6.

Page 4 of 5  
 Date  
 Quote #

06/04/2020  
 QT1373838

Item Code	Description	Quantity	Unit Price	Total Price
	Custom FLAMEFIGHTER 32 oz. Rubber Mallet Fiberglass Handle			
PLY-4RH-D	4' Rubbish Hook, HiViz Yellow Handle w/D-Handle	1	65.00	65.00
PLY-4DH-D	4' Drywall Hook, HiViz Yellow Handle w/D-Handle	1	69.00	69.00
K-LB30-3	30" Halligan, 6# Flat Axe, Orange Fiberglass Handle with Strap	1	243.00	243.00
LB-30	30in Leatherhead Bar (Forged Halligan Type)	1	186.00	186.00
NYH-4	4' NY Hook (Black Powder Coat) w/Chisel End	1	63.00	63.00
NYH-6	6' NY Hook (Black Powder Coat) w/Chisel End	1	77.00	77.00
ERGODYNE	8245PSV Custom ERGODYNE GloWear Type P Class 2 Public Safety Vest	1	14.00	14.00
XXC-52	BLITZFIRE PACKAGE WITH MD12A	1	4,150.00	4,150.00
00626001	Smooth-bore tip Quad stack 2.5F Base 1-3/8 & 1-1/2 &	1	389.00	389.00
PA2	Transformer Piercing Nozzle System Package - 2 - Includes PA16, PA15, (2) PA11, PA12, PA14, PA22, PA25, PA26, and PA20	1	878.00	878.00
9200	Hose Jacket - Plain	1	52.00	52.00
GRP-57	GRIPPER HOSE SYSTEM	1	118.00	118.00
HBC-25	Storz Cap w/Chain	2	14.00	28.00
H57L-60NH-50NH	Swivel Double Female 6" X 5" NST	1	200.00	200.00
UFCW	Universal foam container wrench	1	13.00	13.00
BN-9005-02	AC Hotstick Voltage Detector w/ Instructional Training Video	1	262.00	262.00
HSMR25-25NH	Storz adapter 2.5" (65) x 2.5" NH male anodized	3	34.00	102.00
1002-HD-Black	FLEXMOUNT - HD Axes	4	32.95	131.80
1004-Yellow	HANDLELOK GRIP RANGE 1/8 inch - 1-3/4 inch Pike Poles, Hooks, Shovels	18	33.00	594.00
1003-HD-Black	TOOLOK- HEAVY DUTY Mallet	1	27.00	27.00
1070Y	JUMBO LOK - Yellow Strap Married Set	2	53.00	106.00
Freight Adjustment	Freight Adjustment Freight for Truck Quote	1	400.00	400.00
Freight Adjustment	Freight Adjustment Freight for 12' Pike Pole	1	245.00	245.00

Page 5 of 5  
Date  
Quote #

06/04/2020  
QT1373838

	<b>Subtotal</b>	41,813.54
<b>Shipping Cost (FedEx Ground)</b>		0.00
	<b>Tax Total</b>	2,926.95
	<b>Total</b>	\$44,740.49

Freight for Truck Bid and Freight for 12' Pike Pole are on line items in the quote

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1373838



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Request for Private Road Acceptance of a portion of Johnson Landing Road into County Road System

**Council Committee:**

County Council

**Meeting Date:**

September 14, 2020

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

Jared Fralix, Assistant County Administrator - Engineering

**Issues for Consideration:**

**Points to Consider:**

**Funding & Liability Factors:**

Public Works Roads and Drainage North

**Council Options:**

Vote on private (dirt) portion of Johnson Landing Road to be brought back into the County Road System.

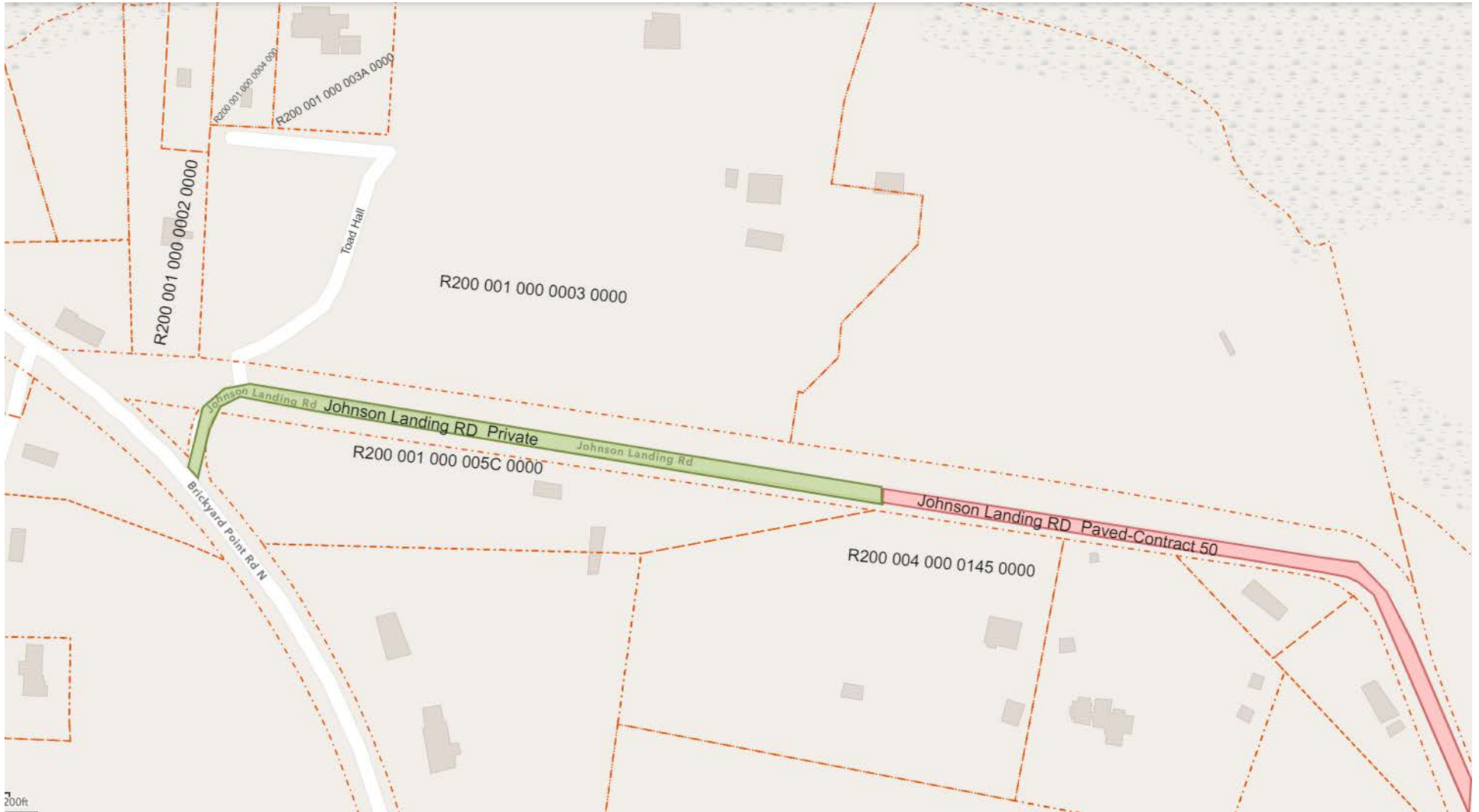
**Recommendation:**

On August 17, 2020, Public Facilities Committee recommended the acceptance of a portion of Johnson Landing Road into the County system. Voted 10-1.

District 2

**Johnson Landing Road**- Paved as part of contract 50

The last 1000ft was not paved and has been made private. Property owners in this section have petitioned this portion of the road to be brought back into County Road System. Initially one owner opposed granting needed Right of Way, now all abutting owners have signed the petition.



**Dirt Portion of Johnson Landing Road Road Estimated Maintenance Cost per Neil Desai 04/01/20**

Type	Estimated LF of Road	Estimated Cost Per LF	Estimated Cost	10% Contingency	Estimated Contengency Cost	Estimated Cost per service	Estimated 3 seviles per year	Total Annual Estimated Cost
Road Maintenance (Grading Only)	1056.5	1.69	\$1,785.49	0.10	\$178.55	<b>\$1,964.03</b>	3	<b>\$5,356.46</b>

BEAUFORT COUNTY, SOUTH CAROLINA  
ROAD ACCEPTANCE APPLICATION

Item 7.

TO: Patty Wilson  
Right of Way Manager  
Beaufort County

FROM: Property Owner(s) of Johnson Landing End of Road (name of Private Road or Subdivision containing private road(s), Beaufort, SC

DATE: 2-18-19

We, the undersigned property owners with land adjoining the above referenced street/road, do hereby petition Beaufort County to accept this private road into the County Road System for scheduled maintenance and repair. We have read Beaufort County Policy Statements 15 and 17 and understand that:

1. We will be required to grant the County a 50' wide right-of-way, including the existing roadway **and** whatever additional land is required to assemble a 50' right-of-way, and existing or proposed drainage easements necessary for adequate drainage.
2. By signing this petition, we are giving employees of Beaufort County permission to enter our property for the purpose of surveying the new right-of-way and any existing or proposed drainage easements.
3. **100%** of the adjoining property owners must sign this application in order for it to be presented to the Public Facilities Committee and County Council for consideration.
4. We understand that the road will be designated for public use.

Richard M Rankin  
Jami P. Rankin  
Name (Print)

[Signature]  
Name (Signature)

229 Johnson Landing Rd  
Address

Beaufort S.C. 29907  
City, State, Zip Code

R200 004 000 0145 0000  
Day Time Phone Number/Email Address

Lot or Parcel Number

Joan White Green  
Name (Print)

[Signature]  
Name (Signature)

253 Johnson Landing Road  
Address

Beaufort SC 29907  
City, State, Zip Code

R200 006 000 005C 0000  
Day Time Phone Number/Email Address

Lot or Parcel Number

James P Rankin Sr.  
Name (Print)

[Signature]  
Name (Signature)

240 Johnson Landing Rd  
Address

Lady's Island, S.C. 29907  
City, State, Zip Code

R200 001 000 0003 0000  
Day Time Phone Number/Email Address

Lot or Parcel Number

Mark S Bryant + Annet M Bryant  
Name (Print)

[Signature]  
Name (Signature)

21 Road Hall  
Address

Lady's Island, SC 29907  
City, State, Zip Code

912-667-2475  
Day Time Phone Number/Email Address

R200 001 006 003A 0000  
Lot or Parcel Number

NOTE: Please return this application to:  
Right of Way Manager  
120 Shanklin Road  
Beaufort SC 29906



Samy Tawfik  
 Name (Print)  
 \_\_\_\_\_  
 Name (Signature)  
 \_\_\_\_\_  
 Address *see additional sheet*  
 \_\_\_\_\_  
 City, State, Zip Code  
 \_\_\_\_\_  
 Day Time Phone Number/Email Address  
8200 001 000 0004 0000  
 Lot or Parcel Number

Rudolph White  
 Name (Print)  
 \_\_\_\_\_  
 Name (Signature)  
 \_\_\_\_\_  
 Address 249 Johnson Landing Rd  
 \_\_\_\_\_  
Lady's Island, S.C  
 City, State, Zip Code  
 \_\_\_\_\_  
 Day Time Phone Number/Email Address  
8200 001 000 0002 0000  
 Lot or Parcel Number

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 City, State, Zip Code  
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 Day Time Phone Number/Email Address  
 \_\_\_\_\_  
 Lot or Parcel Number



From: Mark Bryant mbfam7@aol.com  
Subject: Sammy's signature page  
Date: February 24, 2019 at 4:14 PM  
To: jim@brickyardpointfarms.com

Sent from my iPhone

Begin forwarded message:

From: samy tawfik <samytawfik@aol.com>  
Date: February 24, 2019 at 3:25:20 PM EST  
To: Mark Bryant <mbfam7@aol.com>  
Subject: RE: Sammy.pdf

Sent from Mail for Windows 10

From: Mark Bryant  
Sent: Sunday, February 24, 2019 9:53 AM  
To: samytawfik@aol.com  
Subject: Sammy.pdf

Beaufort County Citizens  
Petition for Improvements to County Maintained Roads

Page# \_\_\_\_\_

SAMY TAWFIK  
Name (Print)  
Name (Signature) *[Signature]*  
Address 2200 W 33rd Street  
Panama City, FL 32405  
City, State, Zip Code  
Day Time Phone Number (803) 361-4676  
Email Address SAMY TAWFIK@AOL.COM  
Tax Map Parcel Number R2200 001 000 000 40000

Name (Print) \_\_\_\_\_  
Name (Signature) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Day Time Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Tax Map Parcel Number \_\_\_\_\_

Name (Print) \_\_\_\_\_  
Name (Signature) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Day Time Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

Name (Print) \_\_\_\_\_  
Name (Signature) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Day Time Phone Number \_\_\_\_\_

Beaufort County Citizens  
Petition for Improvements to County Maintained Roads

Date: December 10, 2018

Name of Road: JOHNSON LANDING Rd

Location: LADY'S Island, S.C. 29907

Improvement Requested (please circle or write in): Pave (Dirt Road) Rock (Dirt Road)  
Resurface (Paved Road) Other \_\_\_\_\_

Point Person Contact Information: JAMES P. RATHBUN JR 843-521-1400  
(Name) (Phone #)  
JR.RATHBUN@Embarqmail.com P.O. Box 249, PORT ROYAL S.C. 29935  
(E-Mail Address) (Mailing Address)

Please submit this petition to the following address:  
Beaufort County Right of Way Manager  
120 Shanklin Road  
Beaufort, SC 29906

Phone Number:  
Beaufort County Right of Way Manager 843 255-2694

Questions Pertaining to County Road Right of Way please contact:  
Patty Wilson  
Beaufort County Right of Way Manager  
843 255- 2694

Beaufort County Citizens  
Petition for Improvements to County Maintained Roads

In accordance with the Beaufort County Transportation Committee and County Road Maintenance Program, we the owners of property adjacent to

Johnson Landing Rd  
(Road Name)

are submitting this petition for the requested improvements shown on Page 1. If right of way (ROW) and drainage easements have not been deeded/granted to the County for this roadway, we are aware that it will be necessary to formally donate the necessary right of way and drainage easements for the requested roadway improvements in accordance with the County's Road Acceptance Application. We the undersigned agree formally with this requirement.

James P. Rathbun Jr  
Name (Print)  
James P. Rathbun Jr  
Name (Signature)  
240 Johnson Landing rd  
Address  
WADY'S ISLAND, S.C. 29907  
City, State, Zip Code  
843-521-1400  
Day Time Phone Number  
NJRATHBUN@EMBARQMAIL.COM  
Email Address

Tax Map Parcel Number

MARK S. BRYANT  
Name (Print)  
M S BRYANT  
Name (Signature)  
21 TOADY HALL  
Address  
LADY'S ISLAND, SC 29907  
City, State, Zip Code  
912-667-2475  
Day Time Phone Number  
M.BFAM7@AOL.COM  
Email Address

Tax Map Parcel Number

Richard M. Rankin  
Name (Print)  
Richard M. Rankin  
Name (Signature)  
229 Johnson Landing rd  
Address  
Beaufort S.C. 29907  
City, State, Zip Code  
843-321-1789  
Day Time Phone Number  
rckyrnk@Yahoo.com  
Email Address

Tax Map Parcel Number

Joan Green  
Name (Print)  
Joan Green  
Name (Signature)  
253 Johnson Landing Rd  
Address  
Beaufort, S.C., 29907  
City, State, Zip Code  
843-476-7057  
Day Time Phone Number  
N/A  
Email Address

Tax Map Parcel Number

Beaufort County Citizens  
Petition for Improvements to County Maintained Roads

In accordance with the Beaufort County Transportation Committee and County Road Maintenance Program, we the owners of property adjacent to

Johnson Landing Rd  
(Road Name)

are submitting this petition for the requested improvements shown on Page 1. If **right of way (ROW) and drainage easements have not been deeded/granted to the County for this roadway, we are aware that it will be necessary to formally donate the necessary right of way and drainage easements for the requested roadway improvements in accordance with the County's Road Acceptance Application.** We the undersigned agree formally with this requirement.

James P. Rankin Jr  
Name (Print)  
James P. Rankin  
Name (Signature)  
240 Johnson Landing Rd  
Address  
Lady's Island, S.C. 29907  
City, State, Zip Code  
843-521-1400  
Day Time Phone Number  
NJRANKIN@Embarqmail.com  
Email Address

Tax Map Parcel Number

Richard M. Rankin  
Name (Print)  
Richard M Rankin  
Name (Signature)  
229 Johnson Landing Rd  
Address  
Beaufort S.C. 29907  
City, State, Zip Code  
843 321 1289  
Day Time Phone Number  
rckyrnkkn@yahoo.com  
Email Address

Tax Map Parcel Number

MARK S. BRYANT  
Name (Print)  
M.S. Bryant  
Name (Signature)  
21 TOAD HALL  
Address  
LADY'S ISLAND, SC 29907  
City, State, Zip Code  
912-667-2475  
Day Time Phone Number  
MBFAM7@AOL.COM  
Email Address

Tax Map Parcel Number

Stitchell R White Sr  
Name (Print)  
Stitchell R White Sr  
Name (Signature)  
280 Johnson Landing Rd  
Address  
Beaufort, S.C. 29907  
City, State, Zip Code  
843-476-8903  
Day Time Phone Number  
WhiteStitchell@gmail.com  
Email Address

Tax Map Parcel Number

**RESOLUTION  
Policy Statement 15**

**A RESOLUTION APPROVING THE BEAUFORT COUNTY POLICY FOR WORKING ON PRIVATE PROPERTY.**

**WHEREAS**, Beaufort County employees shall not enter private property for the purpose of correcting drainage problems, unless the Engineering Department, the Stormwater Management Utility, or the Public Works Department can conclusively determine that actions of Beaufort County or another government entity created the problem. County employees shall obtain permission from the private property owner, in the form of formal written easements or rights-of-way, before entering the private property to correct problems caused by the actions of Beaufort County or other government entities. The County Administrator may recommend an exception to this policy based upon the health and welfare of the residents of the private property in question or their neighbors, and refer his recommendation to the Public Facilities Committee for its review and recommendation to the Council.

**WHEREAS**, This policy encourages Beaufort County employees to secure easements or rights-of-way to traverse property with ditches and other infrastructure so as to move water in the best interest of the Beaufort County Stormwater Management Program. Before any drainage work on private property may be done without properly executed easements or rights-of-way obtained in accordance with paragraph 2 above, the County Administrator must approve the work, after appropriate recommendation(s) from the Engineering and/or Public Works Departments.

**NOW THEREFORE, BE IT RESOLVED**, the Beaufort County Council does approve the Policy for Working on Private Property.

Adopted this 10<sup>th</sup> day of September 2012.

**COUNTY COUNCIL OF BEAUFORT COUNTY**

By: Wm. Weston J. Newton  
Wm. Weston J. Newton, Chairman

ATTEST:

Suzanne M. Rainey  
Suzanne M. Rainey, Clerk to Council

Amending Policy Statement #15, adopted July 28, 2003.

**RESOLUTION****A RESOLUTION APPROVING THE BEAUFORT COUNTY POLICY FOR WORKING ON PRIVATE PROPERTY.**

**WHEREAS**, Beaufort County Council has designated certain public roads that are maintained by the County's Public Works Department. (Other "public roads" within the County are designated and maintained by the Federal or State governments). All public roads are designated and maintained as public roads by the County Public Works Department; all other roads are private roads. Beaufort County employees shall not enter private property for the purpose of repairing or improving non-public roads, except as provided hereunder.

- (A) Citizens who have not asked for their roads to be converted from private road(s) to a public road(s) may apply to the County Administrator (County Engineer) by petition to have their road(s) classified as "County maintained public roads" Such roads shall not be maintained until the appropriate rights-of-way or easement are donated to the County, and the property owner agrees the road(s) will be designated a "public road(s)" and the petition has been accepted.
- (B) It is the policy of Beaufort County that it will not maintain "private driveways" as defined herein. A "private driveway" is defined as any vehicular pathway where ownership of the land abutting both sides of such pathway is the same and the pathway serves less than six (6) discrete dwelling units, and the property owners have not granted either an easement or a right-of-way to the County, as appropriate and the road is not designated as a public road.
- (C) Exceptions to this policy may be granted, on a case-by-case basis, by a majority vote of County Council upon the recommendation of the County Administrator. Exceptions to this policy will be considered: upon receipt of a petition in writing from all the property owner(s) of a "private driveway" that serves five (5) or more discrete dwelling units, and the property owner(s) agreement to execute either an easement or a right-of-way (or assignment thereof) to the County as appropriate, and accept a public road designation. The County Administrator may recommend an exception to this policy based upon medical needs of occupants of private dwelling units abutting "private driveways", and refer his recommendation to the Public Services Committee for its review and recommendation to Council.

**WHEREAS**, Beaufort County employees shall not enter private property for the purpose of correcting drainage problems, unless the Engineering Department, the Stormwater Management Utility, or the Public Works Department can conclusively determine that actions of Beaufort County or another government entity created the problem. County employees shall obtain permission from the private property owner, preferably in the form of formal written easements or rights-of-way, before entering the private property to correct problems caused by the actions of Beaufort County or other government entities. The County Administrator may recommend an exception to this policy based upon the health and welfare of the residents of the

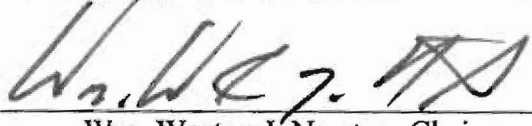
private property in question or their neighbors, and refer his recommendation to the Public Services Committee for its review and recommendation to the Council.

**WHEREAS,** This policy encourages Beaufort County employees to secure easements or rights-of-way to traverse property with ditches and other infrastructure so as to move water in the best interest of the Beaufort County Stormwater Management Program. Before any drainage work on private property may be done without properly executed easements or rights-of-way obtained in accordance with paragraph 2 above, the County Administrator must approve the work, after appropriate recommendation(s) from the Engineering and/or Public Works Departments.

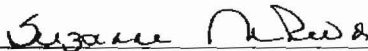
**NOW THEREFORE, BE IT RESOLVED,** the Beaufort County Council does approve the Policy for Working on Private Property.

Adopted this 28<sup>th</sup> day of July, 2003.

**COUNTY COUNCIL OF BEAUFORT COUNTY**

By:   
Wm. Weston J. Newton, Chairman

ATTEST:

  
Suzanne M. Rainey, Clerk to Council



Policy Statement  
PS-17

## **POLICY FOR THE ACCEPTANCE OF PRIVATE ROADS**

Policy Statement (PS-15), adopted by County Council on July 28, 2003, outlined the County's policy with regard to "Working on Private Property". As a related issue, Policy Statement-15 (PS-15) also outlines a general procedure for qualifying and accepting private roads into the County's road maintenance inventory.

The demand for private road acceptance has grown significantly since the adoption of PS-15. County Council recognizes the necessity of treating private road acceptance as a separate issue, and wishes to clarify and refine the acceptance procedure. The new policy set forth herein, is intended to supersede only those portions of PS-15 that deal with the acceptance of private roads and the definitions of "private road" and "private driveway".

### **Definitions:**

1. Private road: a road, street or other vehicular pathway, paved or unpaved, that is owned and maintained by a non-governmental body (e.g., private individual or individuals), property owners association, developer, etc., and that has not been designated for public use.
2. Private driveway: a vehicular pathway where ownership of the land abutting both sides of such pathway is the same.
3. Dwelling unit: any residential unit, including detached, single-family dwellings, townhouse units, condominium units, individual apartments, and mobile homes. Dwellings may be owner-occupied or rental units

### **Qualifying Requirements**

To be considered for acceptance, a private road must meet each of the four criteria listed below:

1. Not a "private driveway as defined above
2. Directly accessible by a public road
3. Serve at least six (6) dwelling units
4. Property owners must submit a "Road Acceptance Application" as outlined below.

### **Road Acceptance Application**

1. Submission of written application (petition): any property owner with land abutting a private road may request a "Road Acceptance Application" from the County Engineering Division:

- (a) Requests will be forwarded to the R/W Manager who will return an application form and a list of the names and mailing addresses of the abutting property owners;
  - (b) It will be the applicant's responsibility to have each and every owner sign the application and then return the completed document to the R/W Manager. One hundred percent (100%) participation on the part of the property owners is required for acceptance consideration;
  - (c) The R/W Manager will ensure that all necessary signatures have been obtained. He/she will notify the applicant of any deficiencies.
2. The completed application indicates the property owners' willingness to:
- (a) Donate that amount of land needed to assemble a 50-foot wide right-of-way. A lesser right-of-way may be considered if it can be demonstrated that it is not feasible to assemble a full 50' right-of-way;
  - (b) Donate any existing or proposed drainage easements that the Public Works Department considers necessary for adequate drainage;
  - (c) Have the road designated for public use.
3. The completed application also indicates the property owners' permission for County employees to enter their property, as necessary, for the purpose of inspecting the existing roadway, assessing drainage needs, and surveying the proposed 50' right-of-way.

### **Right-Of-Way Deeds**

When it is determined that an application has been properly executed, the R/W Manger will prepare the necessary right-of-way deeds. Each deed will reference the County's survey of the proposed 50' right-of-way. The deeds will be mailed to the property owner at the address used by the County Treasurer for property tax mailings. All deeds must be properly executed and returned to the R/W Manager.

### **Road Inspection**

R/W Manager will determine the length of the road and the number of discrete dwelling units served by the road. He/she will pass this information on to the Public Works Director, whose staff will conduct an inspection of the existing roadway for the purpose of assessing needed repairs, drainage adequacy, and the estimated cost of bringing the road up to acceptable condition. A summary of these findings, along with comments and recommendations, will be returned to the R/W Manager.

**Public Facilities Committee Agenda Item**

The R/W Manager will prepare an agenda item summarizing all the data regarding the subject road. The agenda item will include the recommendations, if any, of the Engineering Division and Public Works Department.

**Public Facilities Committee and County Council**

An affirmative vote by simple majority, first by the Public Facilities Committee and then by County Council, is required for road acceptance.

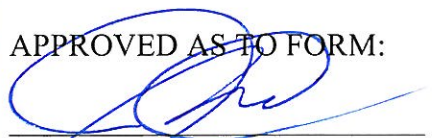
**NOW, THEREFORE, BE IT RESOLVED**, the Beaufort County Council has approved the Policy for the Acceptance of Private Roads.

Adopted this 28<sup>th</sup> day of October, 2013.


COUNTY COUNCIL OF BEAUFORT COUNTY

By:   
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

  
Joshua A. Gruber, Staff Attorney

ATTEST:

  
Suzanne M. Rainey, Clerk to Council



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

**Council Committee:**

County Council

**Meeting Date:**

September 14, 2020

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

Jared Fralix, Assistant County Administrator - Engineering

**Issues for Consideration:**

**Points to Consider:**

**Funding & Liability Factors:**

**Council Options:**

Approve Recommendation of Award to APAC - Atlantic, Inc. or  
Disapprove Recommendation of Award to APAC - Atlantic, Inc.

**Recommendation:**

Recommend contract award to APAC - Atlantic, Inc. for IFB# 071020TE for the amount of \$412,259.20 with a 20% contingency of \$82,451.80 totaling \$494,711.



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

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

**TO:** Councilman Brian Flewelling, Chairman, Public Facilities Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation  
Recommendation of Award to APAC - Atlantic, Inc.

**DATE:** 08/17/2020

**BACKGROUND:**

On June 10, 2020, Beaufort County published a solicitation for construction services for turn lane improvements at the intersection of Sam's Point Road (SC 802) and Sea Island Parkway (US 21 Bus.).

An Engineer's estimate was prepared by Infrastructure Consulting & Engineering:

Total Estimated Project Cost: \$557,936.70  
10% Contingency: \$ 55,793.67  
Total Estimated Project Cost w/Contingency: \$613,730.37

On July 10, 2020, Beaufort County received six (6) bids listed below. After a review of bids, APAC - Atlantic, Inc., is the lowest, most responsive bidder.

**VENDOR INFORMATION:**

**COST:**

1. APAC - Atlantic, Inc.	\$412,259.20
2. JS Construction Services, Inc.	\$448,333.35
3. Palmetto Site Works Services	\$473,587.15
4. Truluck Services	\$533,843.69
5. Eurovia Atlantic Coast DBA Blythe	\$549,055.55
6. Gulf Stream Construction	\$597,959.02

Insert Addition Vendor Info.

**FUNDING:**

APAC - Atlantic, Inc. provided a bid of \$412,259.20. With a 20% contingency of \$82,451.80, the total project cost is \$494,711. The funding for the project is paid through the US 21 Corridor 2018 One Cent Sales Tax Program account number 47050011-54505 with a current balance of \$29,900,369.50.

Funding approved: Yes By: raymond.williams Date: 07/23/2020


**FOR ACTION:** Public Facilities Meeting occurring on August 17, 2020.

Item 8.

**RECOMMENDATION:**

The Public Facilities Committee approve and recommend to County Council the contract award for Sam's Point Turn Lane to APAC - Atlantic, Inc. in the amount of \$494,711.

Attachment:  SamsPointTurnLane.pdf  
3.1 MB

 Click here to attach a file

cc: Ashley Jacobs, County Administrator

Approved: Yes  Date: 08/05/2020

Check to override approval:  Overridden by:

Override Date:

Raymond Williams, Finance Director

Approved: Yes  Date: 07/23/2020

Approved: Select...  Date:

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

302

Item 8.



**COUNTY COUNCIL OF BEAUFORT COUNTY  
TRAFFIC & TRANSPORTATION ENGINEERING DEPARTMENT**

2266 Boundary Street, Beaufort, South Carolina 29902  
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420  
Website: www.beaufortcountysc.gov

Item 8.

TO: Chairman Brian Flewelling, Public Facilities Committee  
FROM: David L. Thomas, Purchasing Director  
SUBJ: **Recommendation of Award to APAC – Atlantic, Inc.**  
Sam’s Point Turn Lane, IFB #071020TE  
DATE: July 14, 2020

**BACKGROUND** On June 10, 2020, Beaufort County published a solicitation for construction services for turn lane improvements at the intersection of Sam’s Point Road (SC 802) and Sea Island Parkway (US 21 Bus.).

An Engineer’s estimate was prepared by Infrastructure Consulting & Engineering:

Total Estimated Project Cost:	\$557,936.70
10% Contingency:	\$ 55,793.67
Total Estimated Project Cost w/ Contingency:	\$613,730.37

**BIDDER INFORMATION** On July 10, 2020, Beaufort County received six (6) bids:

	<u>Grand Total Price</u>
1. APAC – Atlantic, Inc.....	\$412,259.20
2. JS Construction Services, Inc.....	\$448,333.35
3. Palmetto Site Works Services.....	\$473,587.15
4. Truluck Services.....	\$533,843.69
5. Eurovia Atlantic Coast DBA Blythe.....	\$549,055.55
6. Gulf Stream Construction.....	\$597,959.02

After a review of bids, APAC – Atlantic, Inc., is the lowest, most responsive bidder.

**FUNDING** APAC – Atlantic, Inc. provided a bid of \$412,259.20. With a 20% contingency of \$82,451.80, the total project cost is \$494,711. The funding for the project is paid through the US 21 Corridor 2018 One Cent Sales Tax Program account number 47050011-54505 with a current balance of \$29,900,369.50.

**FOR ACTION** Public Facilities Meeting – August 17, 2020.

**RECOMMENDATION**

cc: Ashley Jacobs, County Administrator  
Hayes Williams, Director of Finance

Attachments: 1. ICE’s Engineer’s Estimate  
2. Bid Tabulation  
3. APAC – Atlantic, Inc. Schedule of Prices



**PRELIMINARY BID TABULATION**  
PURCHASING DEPARTMENT

Item 8.



<b>Project Name:</b>	Sam's Point Turn Lane
<b>Project Number:</b>	IFB 071020TE
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	10-Jul-20
<b>Time:</b>	3:00PM
<b>Location:</b>	Beaufort County Purchasing Department
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
APAC - Atlantic, Inc.	X	X	X	X	NA	NA	\$ 412,259.20
Eurovia Atlantic Coast DBA Blythe	X	X	X	X	NA	NA	\$ 549,055.55
Gulf Stream Construction	X	X	X	X	NA	NA	\$ 597,959.02
JS Construction Services, Inc.	X	X	X	X	NA	NA	\$ 448,333.35
Palmetto Site Works Services	X	X	X	X	NA	NA	\$ 473,587.15
Truluck Services	X	X	X	X	NA	NA	\$ 533,843.69

*Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.*

\_\_\_\_\_  
Bid Administrator Signature

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

**Sams Point Road Turn Lane Extension  
CONSTRUCTION COST ESTIMATE - DECEMBER 2, 2019**

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1	LS	\$ 45,000.00	\$ 45,000.00
1032010	BONDS AND INSURANCE	1	LS	\$ 9,000.00	\$ 9,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	1	EA	\$ 22,500.00	\$ 22,500.00
1071000	TRAFFIC CONTROL	1	LS	\$ 67,500.00	\$ 67,500.00
1090200	AS-BUILT CONSTRUCTION PLANS	1	LS	\$ 2,500.00	\$ 2,500.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1	LS	\$ 30,000.00	\$ 30,000.00
2016010	LIMB TRIMMING	1	LS	\$ 7,000.00	\$ 7,000.00
2021015	REMOVAL & DISPOSAL OF EXISTING MANHOLE	1	EA	\$ 550.00	\$ 550.00
2024100	REMOVAL & DISPOSAL OF EXISTING CURB	761	LF	\$ 15.00	\$ 11,415.00
2031200	SITE EXCAVATION	1	LS	\$ 60,000.00	\$ 60,000.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	300.0	SY	\$ 15.00	\$ 4,500.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	95.0	SY	\$ 10.00	\$ 950.00
2103000	FLOWABLE FILL	180.0	CY	\$ 200.00	\$ 36,000.00
3100310	HOT MIX ASPHALT BASE COURSE - TYPE A	357.8	TON	\$ 90.00	\$ 32,202.00
4011004	LIQUID ASPHALT BINDER PG64-22	26.6	TON	\$ 575.00	\$ 15,295.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	300.0	SY	\$ 40.00	\$ 12,000.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	95.4	TON	\$ 110.00	\$ 10,494.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	103.9	TON	\$ 110.00	\$ 11,429.00
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	304	SF	\$ 8.00	\$ 2,432.00
6250005	4" WHITE BROKEN LINES (GAPS EXCL.)-FAST DRY PAINT	385	LF	\$ 2.00	\$ 770.00
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT	385	LF	\$ 0.10	\$ 38.50
6250012	6" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT	1023	LF	\$ 0.15	\$ 153.45
6250015	8" WHITE SOLID LINES - (CROSSWALKS & CHANNELIZATION) - FAST DRY PAINT	363	LF	\$ 0.75	\$ 272.25
6250025	24" WHITE SOLID LINES - (STOP/DIAGONAL LINES) - FAST DRY PAINT	84	LF	\$ 2.50	\$ 210.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT)-FAST DRY PAINT	12	EA	\$ 32.00	\$ 384.00
6250035	WHITE WORD MESSAGE "ONLY"-FAST DRY PAINT	6	EA	\$ 45.00	\$ 270.00
6271005	4" WHITE BROKEN LINES (GAPS EXCL.) THERMOPLASTIC - 90 MIL.	385	LF	\$ 2.00	\$ 770.00
6271012	6" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC - 90 MIL.	1023	LF	\$ 2.00	\$ 2,046.00
6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	363	LF	\$ 2.00	\$ 726.00
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES) - THERMO. - 125 MIL.	84	LF	\$ 8.00	\$ 672.00
6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO.-125 MIL.	12	EA	\$ 150.00	\$ 1,800.00
6271035	WHITE WORD MESSAGE "ONLY" - THERMOPLASTIC - 125 MIL.	6	EA	\$ 300.00	\$ 1,800.00
6319505	REMOVAL OF PAVEMENT MARKINGS (ARROW/ONLY)	4	EA	\$ 75.00	\$ 300.00
6319505	REMOVAL OF PAVEMENT MARKINGS	684	LF	\$ 3.00	\$ 2,052.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR. - 4"x4"	9	EA	\$ 6.50	\$ 58.50
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	6	SF	\$ 16.00	\$ 96.00
6531215	U-SEC POST FOR SGN BRACE - 2P	20	LF	\$ 9.00	\$ 180.00
7141144	24"X 38" HORIZONTAL ELLIPTICAL(HE) RC PIPE CUL.-CLASS HE-III	80	LF	\$ 200.00	\$ 16,000.00
7143618	18" SMOOTH WALL PIPE	181	LF	\$ 70.00	\$ 12,670.00
7191605	CATCH BASIN -TYPE 16	5	EA	\$ 5,800.00	\$ 29,000.00
7192105	MANHOLE	3	EA	\$ 3,800.00	\$ 11,400.00
7192285	72" X 72" JUNCTION BOX	2	EA	\$ 6,500.00	\$ 13,000.00
7197120	ADJUST MANHOLE	1	EA	\$ 2,000.00	\$ 2,000.00
7198495	MANHOLE-CONVERT CATCH BASIN	7	EA	\$ 4,500.00	\$ 31,500.00
7203110	CONCRETE CURB AND GUTTER (1'-6") VERTICAL FACE	719	LF	\$ 25.00	\$ 17,975.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	309.2	SY	\$ 45.00	\$ 13,914.00
7204900	DETECTABLE WARNING MATERIAL	19.5	SF	\$ 70.00	\$ 1,365.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	45	SY	\$ 75.00	\$ 3,375.00
8041020	RIP-RAP (CLASS B)	20	TON	\$ 80.00	\$ 1,600.00
8048200	GEOTEXTILE FOR EROSION CONTROL UNDER RIP RAP	20	SY	\$ 3.60	\$ 72.00
8091010	RIGHT OF WAY MARKER(REBAR&CAP)	3	EA	\$ 75.00	\$ 225.00
8091050	RIGHT OF WAY PLAT	1	LS	\$ 2,500.00	\$ 2,500.00
8100100	PERMANENT COVER	0.30	ACRE	\$ 3,500.00	\$ 1,050.00
8100200	TEMPORARY COVER	0.30	ACRE	\$ 2,500.00	\$ 750.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	100	LF	\$ 10.00	\$ 1,000.00
8153000	SILT FENCE	700	LF	\$ 2.65	\$ 1,855.00
8153090	REPLACE/REPAIR SILT FENCE	200	LF	\$ 2.75	\$ 550.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	200	LF	\$ 5.00	\$ 1,000.00
8156200	CLEANING INLET STRUCTURE FILTERS	10	EA	\$ 125.00	\$ 1,250.00
8156219	INLET STRUCTURE FILTER - TYPE A	8	EA	\$ 65.00	\$ 520.00

**TOTAL OF PROJECT \$557,936.70**

Contingency	\$55,793.67
Utility Relocation	\$80,000.00
Construction Engineering & Inspection	\$90,000.00
Property Acquisition (\$50,000 each)	\$150,000.00
<b>Total Project Cost</b>	<b>\$933,730.37</b>

