



County Council of Beaufort County

County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Michael E. Covert

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

County Administrator

Ashley M. Jacobs

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

www.beaufortcountysc.gov

County Council Agenda

County Council of Beaufort County

Monday, August 10, 2020 at 6:00 PM

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

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION - Council Member Brian Flewelling
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 – June 22, 2020 Council and Caucus Minutes

PRESENTATIONS AND PROCLAMATIONS

6. PROCLAMATION HONORING DEACON JAMES GARFIELD SMALLS ON HIS 100TH BIRTHDAY
7. PROCLAMATION HONORING THE TABBY HOUSE VOLUNTEERS FOR THEIR YEARS OF SERVICE
8. PRESENTATION ON THE PAIGE POINT CEMETERY - GENERAL MITCHELL, AND LIZ FARRELL, BEAUFORT COUNTY PIO
9. PUBLIC HEARING ON BONAIRE ESTATES SEWER EXTENSION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT CLOSEOUT

CITIZEN COMMENTS

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

COMMITTEE REPORTS

11. LIAISON AND COMMITTEE REPORTS

**TIME SENSITIVE ITEMS ORIGINATING FROM THE AUGUST 10TH
NATURAL RESOURCES COMMITTEE MEETING**

- [12.](#) FIRST READING OF AN ORDINANCE REGARDING AN AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT
 - [13.](#) FIRST READING OF AN ORDINANCE REGARDING A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 5, SECTION 5.3.20 APPLICABILITY– TO APPLY ARCHITECTURAL STANDARDS AND GUIDELINES TO TWO-FAMILY (DUPLEX) RESIDENTIAL (*CONSIDERATION OF INVOKING PENDING ORDINANCE DOCTRINE*)
 - [14.](#) FIRST READING BY TITLE ONLY OF AN ORDINANCE FOR THE IMPOSITION OF A SCHOOL IMPACT FEE FOR SOUTH OF THE BROAD SERVICE AREA
-

CONSENT AGENDA

- 15. CONSENT AGENDA (SEE PAGE 3)
-

PUBLIC HEARINGS AND ACTION ITEMS

- [16.](#) THIRD READING OF AN ORDINANCE AMENDING CHAPTER 2 ARTICLE II SECTION 28 REGARDING COUNCIL SALARY AND COMPENSATION
- [17.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE GRANTING AN EASEMENT TO BEAUFORT JASPER WATER SEWER AUTHORITY ACCESS TO NEW SEWER LINE AT BEAUFORT COUNTY AIRPORT
- [18.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE ESTABLISHING A BEAUFORT COUNTY LAW ENFORCEMENT SERVICE CHARGE AND UNIFORM USER FEE
- [19.](#) FIRST READING OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE TO ESTABLISH "SHORT TERM HOME RENTAL" AS A SPECIAL USE
- [20.](#) FIRST READING OF AN ORDINANCE FINDING THAT THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$1,550,000 OF GENERAL OBLIGATION BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.
- [21.](#) APPROVAL OF A RESOLUTION FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$1,550,000.00 OF GENERAL OBLIGATION BONDS OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO
- [22.](#) FIRST READING OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY BY BEAUFORT COUNTY, SOUTH CAROLINA ACTING THROUGH BEAUFORT COUNTY MEMORIAL HOSPITAL OF NOT EXCEEDING \$20,000,000.00 PROMISSORY NOTE AND A CREDIT AGREEMENT; AUTHORIZING PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND OTHER MATTERS INCIDENTAL THERETO.
- [23.](#) APPROVAL OF A RESOLUTION FOR A SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT AND REGIONAL AGREEMENTS FOR JOINT USE EMERGENCY SHELTER WITH JASPER COUNTY AND THE JASPER COUNTY SCHOOL DISTRICT.
- [24.](#) APPROVAL OF A RESOLUTION AUTHORIZING ADMINISTRATION TO FORWARD PROPOSED ST. JAMES RELOCATION PLANS AND BUDGET TO FAA
- [25.](#) APPROVAL OF A LEASE EXTENSION FOR OLD COURTHOUSE PARKING LOT

- [26.](#) APPROVAL OF FY 2021 CONTRACT RENEWALS
-

BOARDS AND COMMISSIONS

- [27.](#) APPOINTMENT OF ROBERT MCFEE TO THE BEAUFORT JASPER WATER AND SEWER AUTHORITY
-

CITIZEN COMMENT

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

CONSENT AGENDA

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

END OF CONSENT AGENDA



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Approval of Minutes

Committee:

County Council

Meeting Date:

August 10, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Approval of June 22, 2020 Minutes

Points to Consider:

Funding & Liability Factors:

None

Council Options:

Approve, Modify, Reject

Recommendation:

Approve



**County Council of
Beaufort County
Caucus Meeting**

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

- Michael E. Covert
- Gerald Dawson
- Brian E. Flewelling
- York Glover, SR.
- Chris Hervocho
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Caucus Minutes

County Council of Beaufort County

Monday, June 22, 2020 at 4:30 PM

VIRTUAL MEETING

CALL TO ORDER

Chairman Passiment called the meeting to order at 4:30 p.m.

PRESENT

- Chairman Passiment
- Vice Chairman Sommerville
- Council Member Covert
- Council Member Dawson
- Council Member Flewelling
- Council Member Glover
- Council Member Hervocho
- Council Member Howard
- Council Member Lawson
- Council Member McElynn
- Council Member Rodman

PLEDGE OF ALLEGIANCE

Council Member Stew Rodman led the Pledge.

APPROVAL OF AGENDA

Motion: Made by Council Member Hervocho, seconded by Council Member Flewelling to approve agenda. Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling. Motion Passed 11:0

ADMINISTRATOR’S REPORT

Ashley Jacobs, County Administrator stated that all County Buildings opened to the public on June 15th. PPE and social distancing will continue to remain in place. Protocols were established for in person meetings in Council Chambers. There is a need for a Finance meeting in July to discuss the following items; Fripp Island Fire District GO Bond, Mitchellville Phase 1 plan, TCL agreement, approval of carryover budget, State Infrastructure for funding of the SCDOT preferred alternative plan for Highway 278.

DISCUSSION ITEMS

AGENDA REVIEW

Chairman Passiment made some remarks regarding the agenda.

DISCUSSION ITEMS

Chairman Passiment stated items nine, ten, twelve, and thirteen will be taken up by way of Roll Call Vote.

Council Member Hervochoch mentioned that item number three on the consent agenda should be pulled as he was planning to vote against it, like he has done in the past. Chairman Passiment will hold a roll call vote for this item.

Committee Reports: Chairman Passiment will report on a meeting he attended with Hilton Head Island. Council Member Howard would like to report on TCL.

NEW BUSINESS ITEMS

Council Member Flewelling mentioned that the Administrator requested a discussion regarding the potential bond referendum and believes it is more appropriate to be discussed during a Finance Committee Meeting instead of Public Facilities.

Council Member Hervochoch stated that a finance meeting should be held in July as the Administrator suggested and preferably held on the 6th. Council Member Howard would also like to have a Natural Resources meeting be held the same day. Chairman Passiment schedules a Finance Committee Meeting and Natural Resources Meeting for July 6th and County Council Meeting on July 13th. Council Member Rodman suggested that the Natural Resources and Finance Committee be held on July 13th after the infrastructure meeting. Council Member Hervochoch agrees to Finance at 3pm on the 13th and in addition the internal audit needs to be discussed.

Council Member Howard would like to know about the Zoning Board of Appeals. Clerk to Council, Sarah Brock stated that they were meeting in person.

Council Member Sommerville stated that he would like clarification on the processing of affidavits and which department is responsible for monitoring the caps on the stipend.

Council Member McElynn would like to know where Community Services Meeting will fall. Monica Spells replied that there aren't any items for Community Services. Council Member McElynn suggests cancellation of the meeting if there are not items moving forward and mentions that he would like to resurrect interest in the noise ordinance, it is still requiring a third reading and would like to discuss a mask requirement inside business, revisit and reconsider the assistance from the reserve funds to help businesses and families in need. Council Member McElynn mentions the discussion of salary and how to accomplish compensation and why COLA was removed from the new ordinance.

Council Member Howard would like to request a formal retraction from the Island Pack regarding the articles written on May 24th. Council Member Sommerville would like to know when item number nine will be discussed, when there is an actual ordinance? Ashley Jacobs stated that she has submitted in writing for the Island Packet to issue a retraction for the three articles in May. Council Member Rodman stated that a retraction is needed but also a personal apology. Council Member Sommerville stated that FOIA needs to be addressed.

Chairman Passiment listed items he would like to review.

1) Executive Committee was eliminated but should have regular meetings as necessary and would like to see that reconsidered. 2) as Chairman of Council, it does not feel right to be Chairman of a Committee and recommends the Vice-Chair become the Chair of the Executive Committee. Council Member Rodman stated that the Executive Committee serves as a committee for items that may span several different items and therefore assigned to Executive along with items that required immediate action. 3) Evaluation on the Clerk to Council has been done and Administrator's evaluation needs to be complete and requests that all Council Members participate. 4) A list of County Council Issues, 25, from when Chairman first became a council member, issues that need to be addressed if not already addressed, each member of council will be receiving a copy. 5) Topics of discussion which was created a few weeks ago and submitted to each council member regarding committees. A) Finance: budget, internal audit committee, receiving documentation from the groups that received A-Tax/ H-Tax funds. B) Natural Resources: Status of Passive Parks for FY2021 C) Public Facilities: Solid Waste and Recycling D) Communication and Transparency: FOIA' 6) mentioned that back in May Council Member Hervochoch and Council Member Lawson received an email regarding school millage. After researching the County has the ability to establish the school tax millage when the budget is developed and

Ordinance is not needed. 7) Emergency Resolution, the Resolution allows for virtual meetings, this had an expiration date but because the Ordinance still stands the Resolution stays in place. 8) Request for a public grievance hearing by Chris Ingleses.

Council Member Sommerville stated that FIOA's have become a pretty big problem. The packet was given a lot of raw data from the County and would like to know if the Packet received this information for free and was the packet given things without a FIOA request. There is a loss of employees in Records Management and that is becoming an issue. A lot of information is needed about FOIA. Council Member Rodman mentioned that the County needs to charge for FOIA especially commercial request, and would like an update on this. Council Member Sommerville said that Legislature gave the County authority to charge and that the County has been inundated with request because it has become free. Especially the multimillion dollar company that is making everyone miserable and would like to see the frequency of request then when there was a charge versus now when it is free. Chairman Passiment stated the Communication and Transparency came up with the free FOIA's and it came out of that committee being passed by Council. Council Member Covert stated that the charges were becoming excessive which was identified across the board and yes, people can't afford or may not be able to afford FIOAs became indefinite. The committee suggested that it be free or less expensive unless it was extremely time consuming, this will be a forever fluid conversation. Chairman Passiment suggested that the Communication and Transparency Committee review it again and again until they can get it right, there are charges that are available. Council Member Hervochon stated that the public is entitled to the data as well as the press and maybe there needs to be stipulations around the context of the raw data when provided. Chairman Passiment stated that the newspapers should have an idea of what they are looking for and should be able to request that appropriately. Council Member Howard stated that having to answer Congressional and FIOA's that there were always coordinated with the people the request was about, that was neglected and it should have been through several individuals before released. Council Member Sommerville mentioned specifically that the commercial industry makes money off of this free information and there is a lot of work to do to formulate FIOA as workable. Chairman Passiment stated that some of this will be taken up at Council and will be discussed again at the next Communications and Transparency Committee meeting in which the committee will need to do research to formulate a good policy. Council Member Flewelling brought up that even though the article had some errors it leads us to solve some problems internally in which we are not attempting to fix. Chairman Passiment stated the headline of the article stated that the Council knew what was going on when in fact they weren't aware, it was a mistake. There is disagreement with the article because things were not factual but we will address the internal issues that need fixed.

Chairman Passiment wants Council to be totally transparent and to communicate and would like each member to evaluate his position as a chair with feedback on how he is leading. Council Member Flewelling mentioned that he and the Chair have a weekly phone call every Monday and that it is very valuable and he recommends each member do the same to keep communication open.

Council Member Sommerville mentioned that the press identified a problem that Administration was aware of and never did anything to fix and exploited it.

Council Member McElynn stated that he like this open mic forum because there isn't always an opportunity for members to discuss topics openly. Would like to know about the status of Bay Point in which Mr. Phil foot stated that it was going to the Zoning Board in July.

Council Member Glover would like to revisit the retiree discussion and would like a follow up.

Council Member McElynn also wanted an update on Island West.

Adjournment: 5:45pm



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- Brian E. Flewelling
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County Council Agenda

County Council of Beaufort County

Monday, June 22, 2020 at 6:00 PM

Meeting held virtually.

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 Hervocho
- Council Member Stu Rodman
- Council Member Alice Howard
- Council Member Mark Lawson
- Council Member Lawrence McElynn
- Council Member Gerald Dawson
- Council Member Brian Flewelling

PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Rodman led the Pledge and Invocation.

FOIA

Sarah Brock, Clerk to Council, stated this meeting is being held in compliance with the South Carolina Freedom of Information Act.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Hervocho to suspend normal rules so the Chairman can authorize the passage of motions properly made without objection. The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, and Council Member Flewelling.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Motion: It was moved by Council Member Dawson, Seconded by Council Member Flewelling to approve the minutes from May 26, 2020. Motion was approved without objection.

CITIZEN COMMENT

Don Timms - We need a noise ordinance. The noise from Hwy 278 is horrible. The increase in traffic with improvements will only make it worse.

Barbara Lara - Please please please!!!! No development there. No matter what the developer promises. Don't endanger our beautiful bird habitat.

Larry Darveau - Please don't close the convenience centers. As a senior citizen it is certainly the most economical way for us to take our recycling and trash away. On a fixed income it would be hard to add the cost of curbside pickup. I also think it would promote people dumping trash on the side of a road when no one is around.

Morris C. Campbell - We commend you on your effort to remedy the "mistreatment" of some of the scores of Beaufort County retired employees who were denied the opportunity to continue participation in the County's Health Benefits Plan. However, as many of us have pointed out to you in recent weeks, there are still scores of retirees that were not given the opportunity to participate in the lawsuit or included in your settlement. We are again, respectfully, asking that Council take the action necessary to remedy what has become an obvious inequity in your treatment of the same "class" of County retirees.

LIAISON AND COMMITTEE REPORTS

Council Member Howard gave an update on TCL programs and pass rates and stated this was the last meeting for General Brown as Chairman.

Chairman Passiment spoke regarding the meeting he, Council Member McElynn, and Council Member Hervochon had with the Town of Hilton Head. The meeting was held on Wednesday June 17th and in attendance were Mayor John Mcann, Council member Tom Lennox and Township Administrator Steve Riley representing Hilton Head Island. The meeting was held at Truffles, began at 11:30am, and concluded at 1:00 pm. Hilton Head brought documents showing the amount of money they pay for services more than what others pay in the county. Mayor Mcann agreed that the convenience center is something that can be agreed to by Hilton Head. Steve Riley has been working with Ashley Jacobs regarding Beaufort County running a trash collection program for a fee. Steve Riley pointed out that the roads may be a problem, since there are TAG fees involved and if we turn over all the roads to HHI the TAG fees would become a tax that is in violation of law. They will be looked at before we proceed on any plans to have HHI maintain the roads.

Council Member Flewelling stated he believes council needs to begin exploring other options as council is at the point where they will be spending money in the next FY that council does not have any receipts to be compensated for.

CONSENT AGENDA

Council Member Hervochon asked that item number 3, Third Reading of an ordinance regarding a text amendment to the CDC: article 1, section 1.3.50 applicability and jurisdiction – exemptions to address county public service uses, be taken separately.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Howard to approve Consent Agenda items 1, 2 and 4 without objection. Motion was approved without objection.

1. SECOND READING OF AN ORDINANCE APPROVING A NONEXCLUSIVE PARKING EASEMENT AGREEMENT WITH CSD MYRTLE PARK, LLC.
2. THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FOUR-YEAR CONTRACT EXTENSION WITH MORRISON FORESTRY FOR THE IMPLEMENTATION OF THE FOREST MANAGEMENT PLAN AND ACTIVITY SCHEDULE ON SELECTED PASSIVE PARK PROPERTIES.
4. THIRD READING OF AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND TRASK EAST SOLAR, LLC TO PROVIDE FOR FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVES AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

THIRD READING OF AN ORDINANCE REGARDING A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 1, SECTION 1.3.50 APPLICABILITY AND JURISDICTION – EXEMPTIONS TO ADDRESS COUNTY PUBLIC SERVICE USES

Motion: It was moved by Council Member Howard, Seconded by Council Member McElynn to approve Third Reading of an ordinance regarding a text amendment to the CDC: article 1, section 1.3.50 applicability and jurisdiction – exemptions to address county public service uses.

Discussion: Council Member Flewelling stated with the additions of another public comment section and a reading in front of the planning commission he feels council has satisfied their obligation.

Council Member Hervochon inquired as to how this would impact a preservation district?

County Attorney, Kurt Taylor stated this ordinance contains so many steps as well as a lot of public involvement and it requires three readings of council so if it does not meet with council's satisfaction then council can vote it down.

Council Member Hervochon stated his question is would this amendment overrule a local preservation district.

Mr. Taylor answered stating this amendment by itself does not overrule anything.

Council Member Hervochon stated he is uncomfortable with the answers he has received for a couple months now with regards to the CC Haig boat landing and he is very uneasy with zero being the answer for what are the unintended consequences of this ordinance.

Mr. Taylor stated again that this ordinance is well written and tightly enough worded that it will accomplish the reasons intended without their being the potential for a great deal of mischief.

Second Motion: it was moved by Council Member Rodman, Seconded by Council Member Hervochon to send this item back to the Public Facilities Committee before council considers third reading.

Council Member Flewelling stated this was an item for Natural Resources Committee not Public Facilities.

Motion to Amend Second Motion: it was moved by Council Member Rodman, Seconded by Council Member Hervochon to send this item back to the Natural Resources Committee before council considers third reading. The Votes: Voting Yea: Council Member Covert, Council Member Hervochon, Council Member Rodman, Council Member Flewelling. Voting Nay: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Dawson. Motion fails 4:7

Main Motion: It was moved by Council Member Howard, Seconded by Council Member McElynn to approve Third Reading of an ordinance regarding a text amendment to the CDC: article 1, section 1.3.50 applicability and jurisdiction – exemptions to address county public service uses. The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, and Council Member Flewelling. Voting Nay: Council Member Covert, Council Member Hervochon, Council Member Rodman. Motion passes 8:3.

PUBLIC HEARINGS AND ACTION ITEMS

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

Motion: It was moved by Council Member McElynn, Seconded by Vice Chairman Sommerville to approve first reading of an ordinance amending chapter 2 article ii section 2-28 regarding council salary and compensation.

Discussion: Vice-Chair Sommerville stated council needs to create a salary system that has a remote chance of attracting qualified people that would otherwise not consider running for public office.

Council Member Hervochon stated he agreed with Vice-Chair Sommerville's point and also believes this creates good transparency and public benefit to adopt this ordinance.

Council Member Lawson stated he agreed with the above stated points.

Chairman Passiment then stated his proposed changes to the Ordinance created by legal.

Motion to Amend – It was moved by Council Member McElynn, Seconded by Council Member Glover to approve the proposed changes laid out by Chairman Passiment - Amendment passed without objection.

Council Member Glover stated he would vote against the proposed amount in the main motion.

Main Motion: It was moved by Council Member McElynn, Seconded by Vice Chairman Sommerville to approve first reading of an ordinance amending chapter 2 article ii section 2-28 regarding council salary and compensation to include the amendments approved above. The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Dawson. Voting Nay: Council Member Covert, Council Member Glover, and Council Member Flewelling. Motion passed 8:3

FIRST READING OF AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Lawson to approve first reading of an ordinance to amend the Beaufort County ordinance establishing a road use fee.

Discussion: Brittany Ward, Deputy County Attorney, stated this amendment to Ordinance 2015/8 is to adjust the road use fee with a value as established in Beaufort County. Ordinance Section 2-437 (b) Assessments currently states, “The auditor is directed to add a uniform charge per vehicle of \$16.50 per annum to all motorized licenses vehicles subject to the tax in the county beginning with tax notices which become due and each month thereafter.”

The motion passed without objection.

INDUCEMENT RESOLUTION REGARDING PROJECT BLUEBERRY

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Glover to approve an inducement resolution regarding Project Blueberry without objection. Motion approved without objection.

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE ADOPTING BEAUFORT COUNTY’S FY 2021 OPERATING BUDGET

Motion: It was moved by Council Member Hervochon, Seconded by Council Member Dawson to approve public hearing and second reading of an ordinance adopting Beaufort County’s FY 2021 operating budget.

Chairman Passiment opened the floor to public hearing.

There were no comments.

Chairman Passiment closed Public Hearing.

The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Covert, Council Member Howard, Council Member Lawson, Council Member Dawson, Council Member McElynn, and Council Member Flewelling. Voting Nay: Council Member Rodman. The motion passed 10:1.

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE ADOPTING BEAUFORT COUNTY SCHOOL DISTRICTS FY 2021 OPERATING BUDGET

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Dawson to approve public hearing and third reading of an ordinance adopting Beaufort County’s FY 2021 operating budget.

Chairman Passiment opened the floor to public hearing.

There were no comments.

Chairman Passiment closed Public Hearing.

Motion passed without objection.

RECOMMENDATION FOR FY 2021 CONTRACT RENEWALS FOR ITEMS 4-9 AS APPROVED BY COMMUNITY SERVICES COMMITTEE ON JUNE 1, 2020

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member Howard to approve recommendation for FY 2021 contract renewals for items 4-9 as approved by community services committee on June 1, 2020 without objection. Motion was approved without objection.

CONTRACT RENEWAL REQUEST FOR FY2021 WITH HILTON HEAD HUMANE ASSOCIATION FOR VETERINARY SERVICES FOR BEAUFORT COUNTY'S ANIMAL SERVICES

Motion: It was moved by Council Member McElynn, Seconded by Council Member Howard to approve contract renewal request for FY2021 with HHI Humane Association for veterinary services for Beaufort County's Animal Services without objection. Motion was approved without objection.

RECOMMENDATION FOR FY 2021 CONTRACT RENEWALS RESULTING FROM THE JUNE 15, 2020 PUBLIC FACILITIES MEETING

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Glover to approve recommendation for FY 2021 contract renewals resulting from the June 15, 2020 Public Facilities meeting. Motion was approved without objection.

RECOMMENDATION FOR FY 2021 CONTRACT RENEWALS FOR MUNIS AND PRINTING AND MAILING SERVICES FOR THE TREASURER'S OFFICE AS APPROVED BY THE FINANCE COMMITTEE ON JUNE 15, 2020

Motion: It was moved by Council Member Howard, Seconded by Council Member McElynn to approve recommendation for FY 2021 contract renewals for Munis and printing and mailing services for the Treasurer's Office as approved by the finance committee on June 15, 2020. Motion was approved without objection.

REQUEST TO RENEW A CONTRACT WITH OWL, INC. FOR TRANSPORTATION SERVICES FOR THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS DEPARTMENT

Motion: It was moved by Council Member McElynn, Seconded by Council Member Flewelling to approve a request to renew a contract with Owl, Inc. for transportation services for the Beaufort County Disabilities and Special Needs Department. Motion approved without objection.

BOARDS AND COMMISSIONS

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Glover to approve William Graner to the Solid Waste and Recycling Board. Motion approved without objection.

Chairman Passiment stated Beaufort County Code (3b) states that there would be 144 meetings for the fiscal year for council committee meetings and other council-related business meetings. County Code (c) then establishes \$40 as the maximum payment for stipends. It further goes on to list specially called (unscheduled) meetings of county council, specially called (unscheduled) work sessions of county council and any other business meetings limited to 24 meetings. Therefore as Chairman, I have decided per the code that the number of meetings council can receive a stipend for is 168.

Council Member Rodman stated this would technically apply to all meetings dating back to 2011 when this ordinance was created.

Mr. Taylor stated the Chairman's interpretation is correct.

CITIZEN COMMENT

Facebook Comment – Mr. Dunnell wanted to know if the contract renewal was just for vet services or for support staff as well?

Mr. Taylor stated it encompasses support staff, supplies for Beaufort County's Animal Services, discounted pharmaceutical supplies, spay and neuter free vouchers, free feral cat program, crematory services and general medical care.

ADJOURNMENT

The meeting adjourned at 7:40PM

CONSENT AGENDA

~ Proclamation ~

Whereas, Beaufort County Council recognizes the 100th Birthday of Deacon James Garfield Smalls; and

Whereas, longevity of life is a blessing for an individual and for a community which benefits from the knowledge and experiences this individual brings to all; and

Whereas, James Garfield Smalls, a native of St. Helena Island, South Carolina, was born on August 20th, 1920 and was raised by his grandmother and great grandfather; and

Whereas, Mr. Smalls received his elementary level education at the community school; and

Whereas, Mr. Smalls married Alvena Moultrie in October 1941 and reared their seven daughters and two grandsons; and

Whereas, Mr. Smalls is a lifelong farmer as well as enjoys raising cattle.

Whereas, a veteran of the Civilian Conservation Corps and the United States Navy, Mr. Smalls retired after over thirty-seven years of Civil Service employment; and

Whereas, Mr. Smalls, one of the founding members of Bethesda Christian Fellowship, was ordained for service as a Deacon in March 1968, served as Chorister of the Senior Sanctuary Choir and became Deacon Emeritus in October 2016; and

Whereas, Mr. Smalls received the Folk Heritage Award from the South Carolina Arts Commission and the McKissick Museum at the University of South Carolina in 2018; and

Now, therefore, be it resolved, by the County Council of Beaufort County, that the Council hereby offers its admiration, congratulations and very best wishes to Deacon James Garfield Smalls on his 100th Birthday.



Dated this 10th Day of August 2020

Joseph F Passiment, Jr.

Joseph F Passiment, Jr., Chairman
Beaufort County Council



~ Proclamation ~

Whereas, the Tabby House opened its doors to the public December of 2012; and

Whereas, the Tabby House became a safe haven for the cats of Beaufort County when Animal Services was overwhelmed with ill cats in their former shelter and needed assistance with cats who were healthy and eager for their forever homes. The Tabby House provided a safe and healthy environment where cats were allowed to roam freely rather than live isolated in kennels, while allowing the former shelter to focus on felines that required more care; and

Whereas, the Tabby House volunteers responded to our call to action for fostering cats in our time of need, which directly resulted in animals being able to leave the shelter to find homes via a free-roam, cage-free environment; and

Whereas, in its seven years of operation, the all-volunteer staff adopted out nearly 2,000 cats and kittens; and

Whereas, the generosity of the volunteers continues to enable Animal Services to become a model for innovative lifesaving measures in animal shelters; and

Whereas, the invaluable contributions of love, kindness, socialization, and care provided by fosters and volunteers to our animals help them to be prepared for a new beginning with their new families; and

Whereas, a day of recognition presents an opportunity to highlight the actions of many Tabby House volunteers in their vital roles in assisting our Animal Services continue to find positive outcomes for the animals in Beaufort County; and

Now, therefore, be it resolved, Beaufort County Council hereby express its sincere gratitude to all the Tabby House Volunteers for their service to our community.



Tabby House Volunteers

Dated this 10th Day of August 2020

Joseph Passiment, Chairman
Beaufort County Council

Lucy Atherton
Natasha Byrd
Marlene Coleman
Sandy Dimke
Roberta Gunderson
Amelia McNeil
Rachel Wilke
Cathy Parsons
Marion Barnes

Louise Biedermann
Patty Clark
Susan Collins
Destry Govito
Liane Crouse
Cassie Morales
Doreen O Grady
Marguerite Neary
Dianne Bennett

Trudy Tresky
Sherman Tyrig
Dawn Sinatra
Bills Jo Shoemaker
Diane Voge
Lorene Haupt
Martha Berry
Arthur Farhner
Marilyn Cooler

Katelyn Williams
Paige Bobyl
Chris Zilio
Roberta Gunderson
Rosemary Hunt
Judy and Scott Leffler
Patty Clark
Brianna Alexander



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

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

Committee:

Natural Resources Committee

Meeting Date:

July 13, 2020 @ 2:00PM

Committee Presenter (Name and Title):

Eric Greenway, Planning and Zoning Director

Issues for Consideration:

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

Points to Consider:

Does the County Council desire to adopt the amended Development Agreement?

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

Funding & Liability Factors:

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

Council Options:

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

Recommendation:

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

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 partnership¹ 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

¹ 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

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 13.

Legal Staff

Date / Time

Insert a subsequent legal review

Item 13.



MEMORANDUM

To: Beaufort County Planning Commission

From: Robert Merchant, AICP, Deputy Community Development Director

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

STAFF REPORT:

A. BACKGROUND:

Case No. ZTA 2020-03

Applicant: Beaufort County Staff

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

B. SUMMARY OF REQUEST:

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

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

C. ATTACHMENTS:

- Proposed changes to the CDC

Division 5.3: Architectural Standards and Guidelines

Sections:

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

5.3.10 Purpose

The purpose of this Division is as follows:

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

5.3.20 Applicability

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

5.3.30 General Architectural Standards and Guidelines

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



 BEAUFORT COUNTY COUNCIL

Agenda Item Summary
Item Title:

Impact Fee Study for the consideration of imposing a School Facilities Impact Fee for the Service Area South of the Broad River.

Committee:

Natural Resources

Meeting Date:

August 10, 2020

Committee Presenter (Name and Title):

Eric Greenway, Planning Director and Colin McAweeney, Senior Fiscal/Economic Analyst at TischlerBise

Issues for Consideration:

The Beaufort County School District retained TischlerBise to prepare a Capital Improvement Plan and Development Impact Fee Study.

Staff received word from Colin McAweeney, with Tischler Bise, that Craig Richardson, with the Clarion Group who is charged with drafting the impact fee ordinance and IGAs, is not able to draft the full school fee ordinance until after the August 10th meeting date so Council should consider giving this item 1st Reading by Title only..

Points to Consider:

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.

Funding & Liability Factors:

\$9535.00 per single family dwelling and \$4508.00 per Multi-family Dwelling Unit.

Council Options:

Approve the study as presented, Modify the study for one or more fees, deny the study.

Recommendation:

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.

ORDINANCE 2020/____

**AN ORDINANCE AMENDING SECTION 2-28 OF THE CODE OF ORDINANCES OF
BEAUFORT COUNTY BY DELETING AND REPLACING A PORTION OF THE CURRENT
TEXT**

WHEREAS, Beaufort County Council desires to amend the current Beaufort County Code pertaining to salary and reimbursement;

WHEREAS, this Ordinance shall be made effective immediately; and

WHEREAS, pursuant to S.C. Code Ann. §4-9-100, the amended text relating to salary shall not be effective until the date of commencement of terms of at least two members of council elected at the next general election following the enactment of this Ordinance at which time the amended salary rates will become effective for all members.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council to amend Beaufort County Code Section 2-28 text by replacing the stricken through portions of the text and adding the text underlined as follows:

Sec. 2-28. - Salary and reimbursement.

- (a) *Base annual pay.* The members of council shall receive base annual pay for each fiscal year as follows:
- (1) *Councilmember.* Each member of council, with the exception of the ~~chairman~~ and vice chair, shall receive ~~\$11,038.00~~ \$26,988.00; and
 - (2) *Council chairman.* The ~~chairman~~ of council shall receive ~~\$14,349.00~~ \$28,990.00; and
 - (3) *Council vice-chair.* The Vice-Chair of council shall receive \$28,002.00. ~~Cost of living. Each member of council shall receive the county's annual cost of living adjustment.~~
 - (4) Any cost of living increase approved in an annual budget for county employees shall also apply to councilmembers' salary. However, the effective date of any such cost of living increase for all members of council shall be the first of January following a general election where two or more members of council have been elected.
- (b) ~~Council stipend.~~ ~~In addition to the base annual pay received for service on council, members and/or the chairman may be paid a stipend of \$40.00 per meeting for his/her attendance at 144 meetings for the fiscal year of any council committee meetings and other council related business meetings.~~
- (c) ~~Maximum amount of payment.~~ ~~Payment for the council stipend shall be allowed up to the maximum amount authorized per fiscal year, as follows:~~
- (1) ~~Councilmember.~~ ~~Payment of base annual pay in the fiscal year plus stipend (144 meetings x \$40.00 per meeting) for the fiscal year shall not exceed \$16,798.00 per fiscal year; and~~
 - (2) ~~Council chairman.~~ ~~Payment of base annual pay in the fiscal year plus stipend (144 meetings x \$40.00 per meeting) for the fiscal year shall not exceed \$20,109.00 per fiscal year; and~~
 - (3) ~~A specially called (unscheduled) meeting of the county council of Beaufort County; and~~
 - (4) ~~A specially called (unscheduled) work session of the county council of Beaufort County; and~~
 - (5) ~~Any other business meeting at which the councilmember is in attendance in his/her official capacity as a member of council, i.e., an official meeting with an industrial prospect, an official meeting with another governmental entity, a meeting with a county committee, board, district,~~

~~agency, authority, or commission, i.e., the Beaufort Memorial Hospital Board, the Solid Waste Advisory Council, the Beaufort Jasper Water and Sewer Authority, any fire district, etc., or an organized meeting held within his/her district that he/she is attending in his/her official capacity as a member of council. These meetings are limited to 24 district meetings per year. This would not include attendance at parades, ribbon cutting ceremonies, or any other nonrequired functions; and~~

~~(d)~~ (b) *Mileage reimbursement.* Each member of council shall be reimbursed mileage to and from their residences for all scheduled meetings, i.e., regular meetings, work sessions, public hearings, and other official travel, at the rate as published annually by the U.S. Internal Revenue Service; and

~~(e)~~ (c) *Method of payment.* Base annual pay shall be divided into 26 equal payments and made biweekly through the normal payroll cycle. Payment of the ~~stipend~~ mileage will be made on the second scheduled pay date of each month following the month in which the ~~stipend~~ mileage was claimed; i.e., for meetings attended in January, payment would be made on the second payroll check paid in the month of February, etc.; and

~~(f)~~ (d) *Required documentation.* An affidavit ~~of attendance~~ form must be completed and signed by the councilmember, and submitted to the finance department in order for payment of the ~~stipend~~ mileage to be made. The affidavit ~~provides~~ shall provide for the recording of the date, ~~time spent,~~ location, total mileage to and from, and the purpose of the meeting, ~~i.e., LCOG mileage, etc.;~~ and

~~(g)~~ *Dual payment.* ~~No member of council shall receive a stipend for attendance at any unscheduled meeting if any form of payment for attendance at said meeting is received by the member from another source; and~~

~~(h)~~ (e) *Expenses.* Members of council may also be reimbursed for actual expenses incurred in the conduct of their official duties, ~~S.C. Code 1982, § 4-9-100.~~ including reasonable costs for overnight travel, lodging, meals, and incidental expenses where such travel is necessary and appropriate. Airfare shall be at the lowest available coach fare. Destination travel shall be by local bus, shuttle, ride share, taxi or lowest available car rental cost. Advances may be made, but costs must be reconciled immediately following any such travel.

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

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:



BEAUFORT COUNTY COUNCIL

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

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:

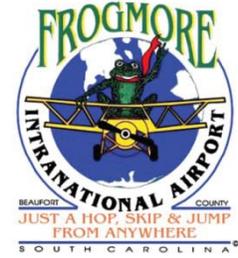
SEE EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY REFERENCE (Hereinafter referred to as "Development")

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



Item 17.

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

ORDINANCE 2020-_____

ESTABLISHING A BEAUFORT COUNTY LAW ENFORCEMENT SERVICE CHARGE AND UNIFORM USER FEE

WHEREAS, Beaufort County Council and Beaufort County (the "County") is a body politic and political subdivision of the State of South Carolina; and

WHEREAS, under SC Code Ann. Section 4-9-10 et seq. and other applicable law, specifically including Section 4-9-25 and 4-9-30(5)(a), Beaufort County Council is empowered to act in the interests of public safety, and in matters involving the health and welfare of its citizens; and

WHEREAS, law enforcement services are critical to the health and welfare of the citizens of the County; and

WHEREAS, the expenses of the County involving law enforcement are significant aspects of the County's financing and operations; and

WHEREAS, Beaufort County Council has, after extensive study and consideration, determined that it is in the best interest of the citizens and taxpayers of Beaufort County, South Carolina, that an Ordinance Establishing a Law Enforcement Service Charge and Uniform User Fee for portions of Beaufort County South Carolina should be enacted;

NOW, THEREFORE, IT IS RESOLVED AND ORDAINED AS FOLLOWS:

Section 1. FINDINGS OF FACT:

- a. Since its incorporation in 1983, the Town of Hilton Head Island (The "Town") has contracted with and otherwise received certain law enforcement services from the Beaufort County Sheriff (the "Sheriff") and the County, in exchange for annual payments.
- b. Counties are specifically authorized by Section 4-9-30(5) of the Code of Laws of South Carolina "...to assess property and levy...uniform service charges, ... and make appropriations for functions and operations of the county, including, but not limited to... public safety, including police and fire protection... ."
- c. The health, order, general welfare, and convenience of the County and the County's citizens within the town limits of Hilton Head Island will be served by the enactment of this ordinance.
- d. The Town has chosen not to create and maintain its own police force, instead relying on the contract and the services provided by the County and the Sheriff's Office.
- e. In the most recent year of analysis, there have been 97,335 calls for service for the Sheriff's Office within the Town.
- f. The Sheriff's Office provides law enforcement services to the Town, above and beyond what the Sheriff's Office provides to other incorporated municipalities in the County.
- g. The estimated most recent annual cost to provide services within the Town of Hilton Head Island is \$4,383,257.
- h. The Law Enforcement Service Charge and Uniform User Fee is to be charged to properties in the Town to cover the cost of law enforcement services provided within the Town by the Sheriff's Office over and beyond the level of services provided in the incorporated municipalities which provide their own law enforcement services.

- i. It is fair and reasonable to assess the Law Enforcement Service Charge and Uniform User Fee to the areas within the Town.
- j. The fiscal, economic, and planning consulting firm TischlerBise has prepared over 900 impact fees and over 800 fiscal impact analyses for clients across the United States and Canada.
- k. TischlerBise is well qualified to have studied the relevant issues surrounding the provision of law enforcement services by the Sheriff's Office in the Town.
- l. The detailed approach, methodology, narrative and findings of that certain study report and findings of TischlerBise entitled "Law Enforcement User Fee Study Approach and Findings" dated July 13, 2020 are appropriate, thorough, and complete.
- m. The findings and recommendations of the TischlerBise report are hereby incorporated by reference and included as a basis for the implementation of the Law Enforcement Service Charge and Uniform User Fee imposed herein.

Section 2. ESTABLISHMENT OF LAW ENFORCEMENT SERVICE CHARGE AND UNIFORM USER FEE

A law enforcement service charge and uniform user fee in the amounts set forth in Section 4 hereof shall be levied annually upon all parcels of real property located within the municipal boundaries of the Town of Hilton Head Island (all such parcels being collectively referred to herein as the "Service Area"). The law enforcement service charge and uniform user fee authorized hereby shall be included on real property tax notices for all such parcels. For such parcels that are exempt from ad valorem taxes, the law enforcement service charge and uniform user fee authorized hereby shall be billed by the County as a separate invoice to be mailed to applicable property owners on or about the time that real property tax notices are mailed, and will be due on January 15 of each succeeding year.

Section 3. RECORDING AND USE OF PROCEEDS

All proceeds derived from the law enforcement service charge and uniform user fee authorized hereby shall be recorded in a separate fund within the County's accounts. Such proceeds shall be used for law enforcement and related administrative services to be provided by the Beaufort County Sheriff's Office in the Service Area, in lieu of the applicable municipality providing its own law enforcement force at a level above the base level of law enforcement services provided by the Sheriff's Office in the unincorporated County.

Section 4. TABLE OF CHARGES; EXCEPTIONS

The law enforcement service charge and uniform user fee shall be charged to each applicable parcel based on use and size as set forth in the following table. The types of "land use" in the following table are defined as provided for in the Beaufort County Community Development Code.

Except as provided for in this section, no public or private property shall be exempt from the law enforcement service charge and uniform user fee. No exemption, offset, or reduction shall be granted based on the age, tax, economic status, race, or religion of the property owner.

Land Use	Demand Unit	Service Charge per Demand Unit
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Residential

Single Family	Housing Unit	\$101
Multifamily	Housing Unit	\$88

Nonresidential

Retail	1,000 sq. ft.	\$242
Office/Service	1,000 sq. ft.	\$82
Industrial	1,000 sq. ft.	\$33
Institutional	1,000 sq. ft.	\$90
Lodging	Room	\$69

Section 5. PAYMENT AND COLLECTION

The law enforcement service charge and uniform user fee shall be due, payable and to be collected in the same manner as real property taxes and shall be subject to the same penalties and interest as overdue real property taxes.

Section 6. APPEAL AND ADJUSTMENT

A fee payer may appeal the assessment of the User Fee on a parcel of property at any time. The appeal must be submitted in writing to the law enforcement service charge and uniform user fee appeal officer(s), as may be appointed from time to time by the County Administrator. An appeal submitted before the January 15th due date shall be considered for the current year owed. An appeal submitted on or after January 15th shall only apply to the succeeding year.

An appeal must be submitted in writing to the appeal officer c/o county administrator, and shall contain the reason for appeal and required supporting documents. Required documents may include, but are not limited to, a survey prepared by a registered land surveyor or professional engineer containing information on the size and type of the property, business license or other license documentation, utility bills, company registration from the SC Secretary of State’s Office, or other verifiable documentation which may tend to establish the use(s) to which the property is put, and/or the size or other relevant information. Using the information provided by the appellant, the appeal officer shall conduct a review of the property and fee assessment. The appeal officer may also request reasonable additional documentation pertinent to the appeal. The appeal officer shall respond to an appeal in writing within thirty (30) days. In response to an appeal, the appeal officer may adjust the fee applicable to the property in conformance with Section 4.

A decision of the appeal officer which is adverse to the appellant may be further appealed to the Beaufort County Administrator or his/her designee within thirty (30) days of the adverse decision. The appellant, stating the grounds for further appeal, shall deliver notice of the appeal to the County Administrator or his/her designee. The County Administrator or his/her designee shall issue a written decision on the appeal within thirty (30) days. All decisions by the County Administrator or his/her designee shall be served on the appellant personally or by registered or certified mail to the billing address of the property owner. All decisions of the County Administrator or his/her designee shall be final.

Section 7. LIABILITY; NO HINDRANCE OF SHERIFF’S DISCRETION

This chapter does not imply that a benefitted property will be free from criminal activity, and does not create additional duties on the part of the County or Sheriff’s Office. This chapter does not waive the County's or Sheriff’s Office’s immunity or limited liability under any law. Nothing herein shall serve to hinder the exercise of law enforcement and other discretion held by the Sheriff’s Office under the South Carolina Constitution and applicable law.

Section 8. LEGISLATIVE INTENT; SEVERABILITY

It is, inter alia, the legislative intent of the County that a law enforcement service charge and uniform user fee be levied under the terms described herein. The County asserts that this legislative intent must prevail if it can be reasonably discovered in the language used, and such language must be construed in light of the ordinance’s intended purpose. To the extent any portion of this ordinance should be found illegal or unenforceable by a court of competent jurisdiction, the offending portion shall be void and of no effect, and is deemed severable from the remainder. The rest of the ordinance shall remain in force and of effect and shall be interpreted according to the findings and express and implied legislative intent to be operative and enforceable to the fullest extent.

Section 9. REPEALER, EFFECTIVE DATE

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect. This ordinance shall take effect upon final approval.

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

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

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

Council Committee:

County Council

Meeting Date:

August 10, 2020

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

Issues for Consideration:

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

Points to Consider:

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

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

Funding & Liability Factors:

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

Council Options:

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

Recommendation:

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

2020 /

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

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

Adopted this _____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

Chronology

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

3.1.60 Consolidated Use Table

Table 3.1.60. Consolidated Use Table (continued)

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

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

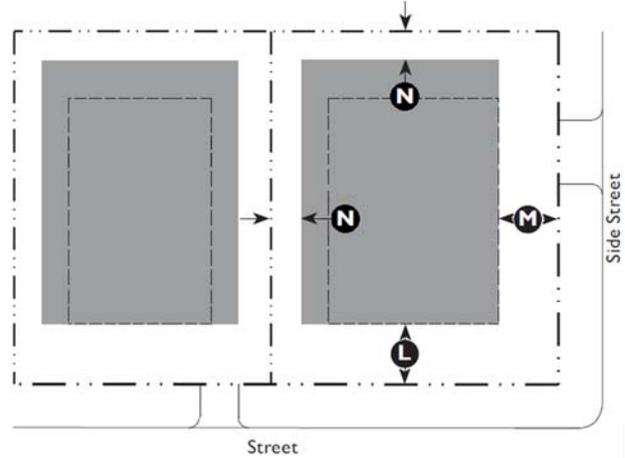
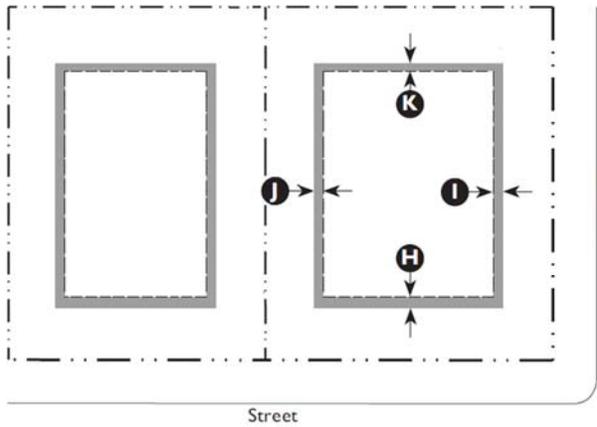
3.1.70 Land Use Definitions

OFFICES AND SERVICES

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

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

	<p>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.</p>
<p>9. Lodging: Inn</p>	<p>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.</p>



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

F. Encroachments and Frontage Types

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

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

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	

G. Parking

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

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

Location (Setback from Property Line)

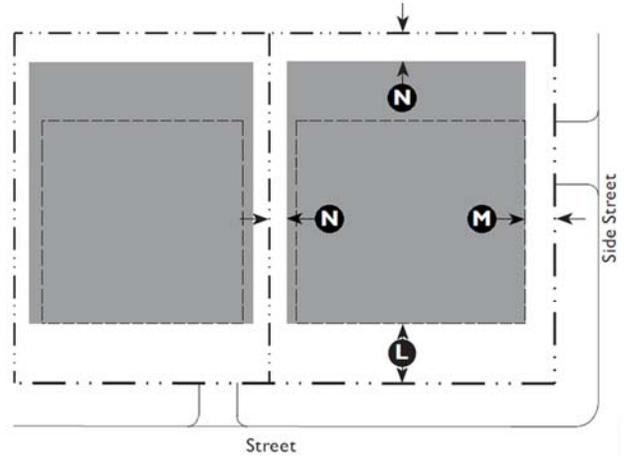
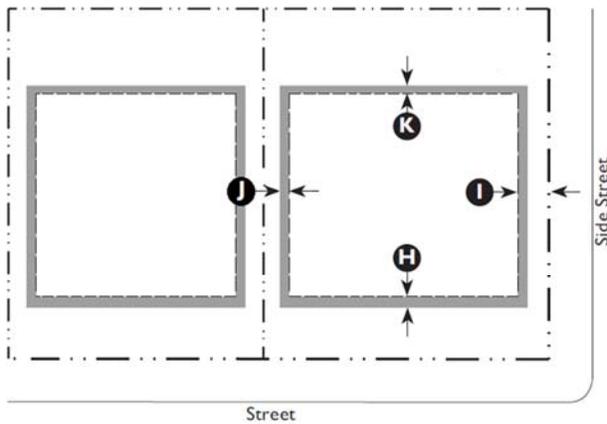
Front	50' min.	L
Side Street	50' min.	M

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

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

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

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



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

G. Encroachments and Frontage Types

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

Encroachments are not allowed within a Street ROW/ Alley ROW

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

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

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	Shop front

H. Parking

Required Spaces: Residential Uses	
Single family detached	3 per unit
Accessory dwelling unit	1 per unit

Required Spaces: Service or Retail Uses	
Retail, Offices, Services	1 per 300 GSF
Restaurant, Café, Coffee Shop	1 per 150 GSF
Lodging: Bed and Breakfast	2 spaces plus 1 per guest room

For parking requirements for all other uses see Table

5.5.40.B (Parking Space Requirements).

Location (Setback from Property Line)

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

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

H. T2RN Allowed Uses

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

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

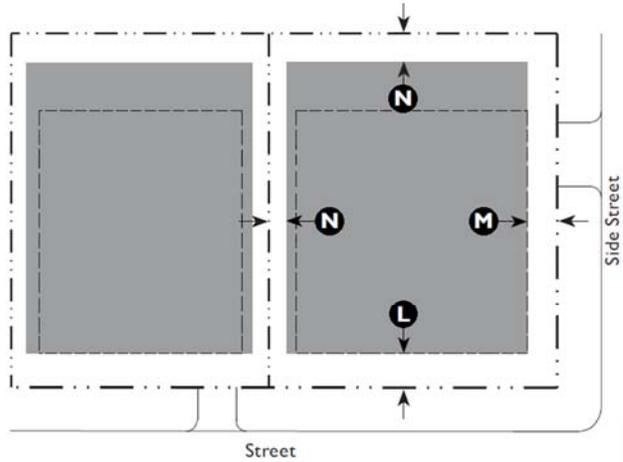
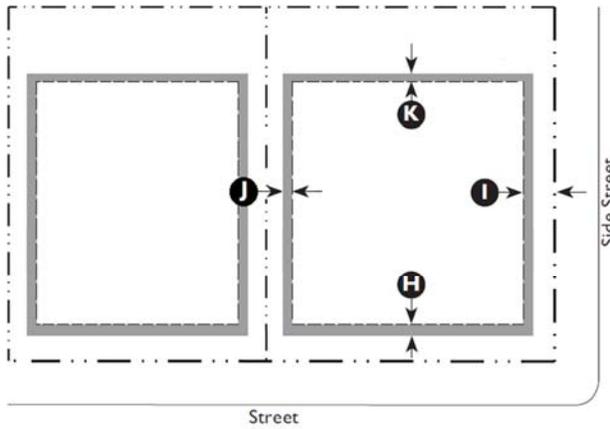
Key

P	Permitted Use
C	Conditional Use
S	Special Use Permit Required

--- Use Not Allowed

End Notes

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



Key

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Key

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E. Encroachments and Frontage Types

Encroachments		
Front	5' max.	H
Side Street	5' max.	I
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Encroachments are not allowed within a Street ROW/Alley ROW, Buffers, or across a property line. See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	Shop front

F. Parking

Required Spaces: Residential Uses

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

Service or Retail Uses:

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

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

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

Lodging: Inn 1 per room

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

Location (Setback from Property Line)

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

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

G. T2RC Allowed Uses

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

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

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

G. T3 E Allowed Uses

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

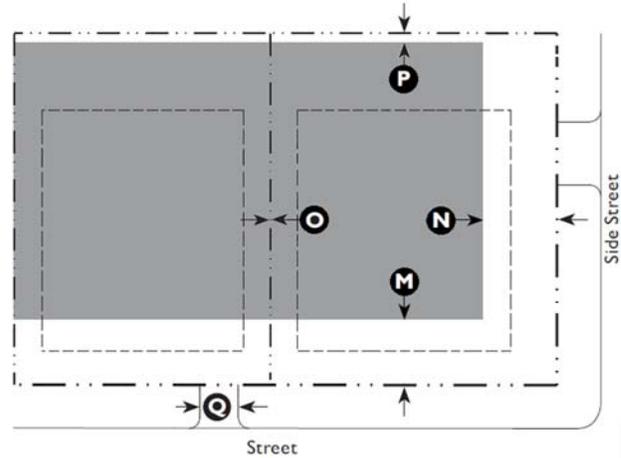
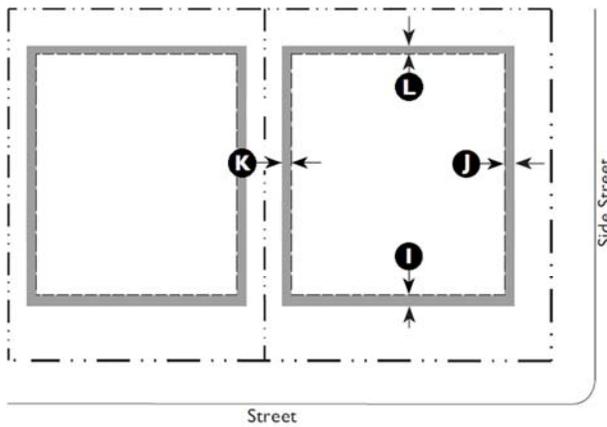
Land Use Type ¹	Specific Use Regulations	T3E
Offices & Services		
Day Care: Family Home (up to 8 clients)		P
Lodging: Bed & Breakfast (5 rooms or less)		P
Lodging: Short Term Home Rental (STHR)	4.1.360	S
Recreation, Education, Safety, Public Assembly		
Meeting Facility/Place of Worship (Less than 15,000SF)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

Key

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

End Notes

¹ 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

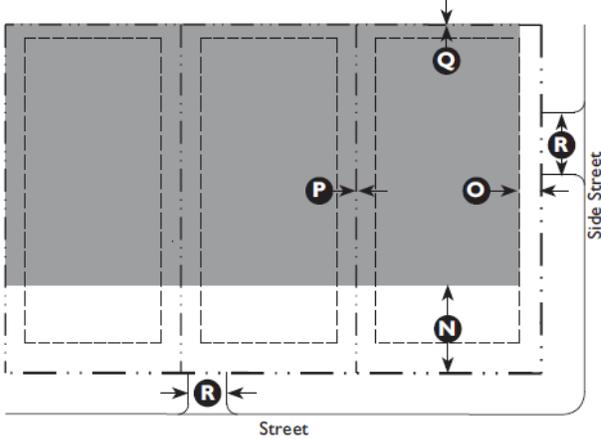
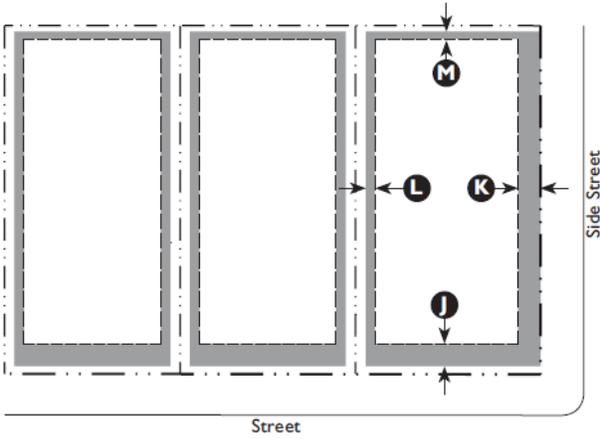
Land Use Type ¹	Specific Use Regulations	T3HN	Land Use Type ¹	Specific Use Regulations	T3HN
Agricultural			Offices & Services		
Forestry		P	Day Care: Family Home (up to 8 clients)		P
Residential			Lodging: Bed & Breakfast (5 rooms or less)		P
Dwelling: Single Family Detached Unit		P	Lodging: Short Term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

Key

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

End Notes

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



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

F. Encroachments and Frontage Types

Encroachments

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

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

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

Allowed Frontage Types

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

G. Parking

Required Spaces: Residential Uses

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

Required Spaces: Service or Retail Uses

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

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

Location (Setback from Property Line)

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

Miscellaneous

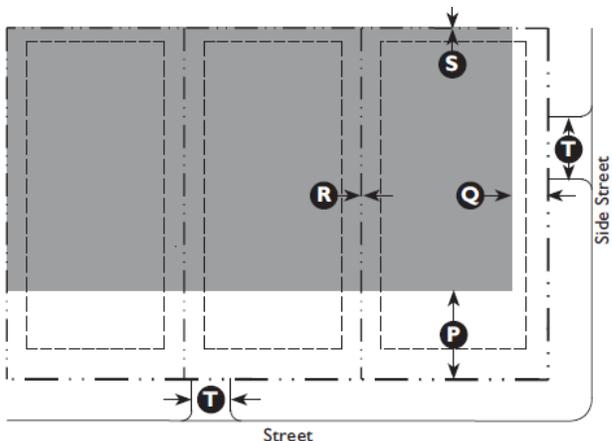
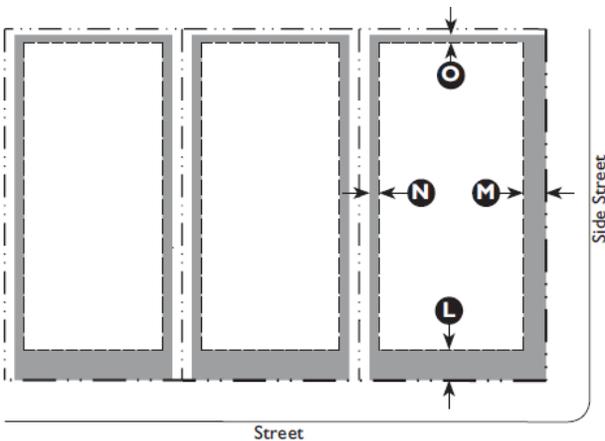
12' maximum driveway width at the curb cut and within the front or side street parking setback. R

H. T3N Allowed Uses				
Land Use Type ¹	Specific Use Regulations	T3N	T3N-0	
Agricultural				
Forestry		P	P	
Residential				
Dwelling: Single Family Detached Unit		P	P	
Dwelling: Two Family Unit (Duplex)		P	P	
Dwelling: Multi-Family Unit		P	P	
Dwelling: Accessory Unit	4.2.30	C	C	
Dwelling: Group Home		P	P	
Community Residence: (dorms, convents, assisted living, temporary shelters)		P	P	
Home Office	4.2.90	C	C	
Home Business	4.2.80	C	C	
Offices & Services				
General Offices & Services 10,000 SF or less		---	P	
Animal Services: Clinic/Hospital		---	P	
Day Care: Family Home (up to 8 clients)		P	P	
Day Care: Commercial Center (9 or more clients)	4.1.60	---	C	
Lodging: Bed & Breakfast (5 rooms or less)		P	P	
Lodging: Short Term Home Rental (STHR)	4.1.360	S	S	
Medical Services: Clinics/Offices		---	P	
Recreation, Education, Safety, Public Assembly				
Community Public Safety Facility			P	P
Meeting Facility/Place of Worship (less than 15,000SF)	4.1.150	C	C	
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	---	C	
Park, Playground, Outdoor Recreation Areas			P	P
School: Public or Private	7.2.130	---	S	
School: Specialized Training Studio		---	P	
Infrastructure, Transportation, Communications				
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C	S	

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

End Notes

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



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

F. Encroachments and Frontage Types

Encroachments

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

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

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

Allowed Frontage Types

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

¹ Allowed in T4HC-0 Sub-Zone only.

G. Parking

Required Spaces: Residential Uses

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

Required Spaces: Service or Retail Uses

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

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

Lodging: Inn/hotel 1 per room

Required Spaces: Industrial Uses

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

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

Location (Setback from Property Line)

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

Miscellaneous

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

H. T4HC, T4VC, and T4 HCO Allowed Uses

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

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

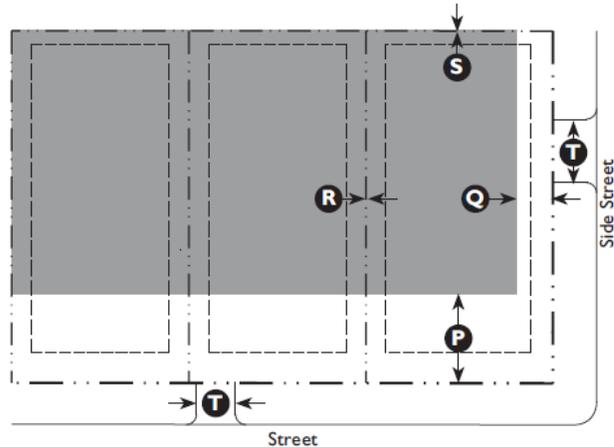
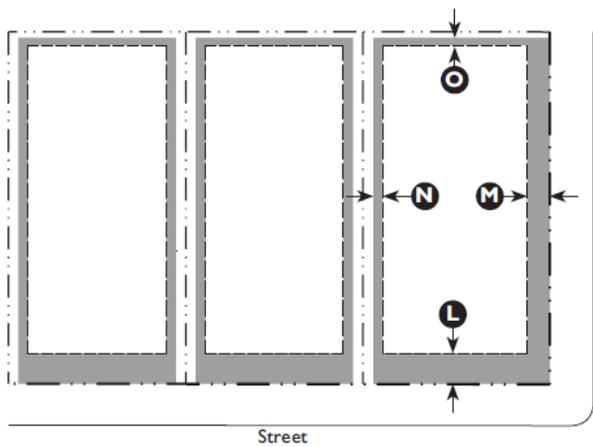
Maintenance & Repair

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

End Notes

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

Section 3.2.110 – T4 Neighborhood Center (T4NC) Standards



Key

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

Key

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

E. Encroachments and Frontage Types

Encroachments

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

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

Allowed Frontage Types

Porch: Projecting	Dooryard
Porch: Engaged	Porch: Side Yard

F. Parking

Required Spaces: Residential Uses

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

Required Spaces: Service or Retail Uses

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

Stoop	Shop front
Forecourt	Terrace
Gallery	

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

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

Table 5.5.40.B (Parking Space Requirements).

Location (Setback from Property Line)

Front	40' min.	P
-------	----------	----------

Side Street	15' min.	Q
-------------	----------	----------

Side	0' min.	R
------	---------	----------

Rear	5' min.	S
------	---------	----------

Miscellaneous

Parking Driveway Width:		T
40 spaces or less	14' max.	
Greater than 40 spaces	18' max.	

G. T4NC Allowed Uses

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

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

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

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

3.3.30 Neighborhood Mixed Use (C3) Zone Standards

A. Purpose

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

B. Building Placement

Setback (Distance from ROW/Property Line)

Front	30' min. ¹
-------	-----------------------

Side:

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

Rear	50' min.
------	----------

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

Lot Size

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

Minimum Site Area

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

Note:

For development within a Traditional Community Plan

C. Building Form

Building Height

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

D. Gross Density¹ and Floor Area Ratio

Gross Density

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

²Subject to the requirements in Division 2.3

Floor Area Ratio

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

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

E. Parking

Required Spaces: Residential Uses

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

Required Spaces: Service or Retail Uses

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

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

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

G. C3 Allowed Uses

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

Key

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

End Notes

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

3.3.40 Community Center Mixed Use (C4) Zone Standards

A. Purpose

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

B. Building Placement

Setback (Distance from ROW/Property Line)

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

Lot Size

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

Minimum Site Area

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

Note:

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

C. Building Form

Building Height

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

D. Gross Density¹ and Floor Area Ratio

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

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

²Requirement applies to non-residential buildings.

E. Parking

Required Spaces: Residential Uses

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

Required Spaces: Service or Retail Uses

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

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

Lodging: Inn/hotel 1 per room

Required Spaces: Industrial Uses

Light manufacturing, processing and packaging 1 per 500 GSF

For parking requirements for all other allowed uses see

Table 5.5.40.B (Parking Space Requirements).

E. C4 Allowed Uses

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

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

Packaging - Light (Less than 15,000 SF)

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

3.3.50 Regional Center Mixed Use (C5) Zone Standards

A. Purpose

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

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

C. Building Form

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

D. Gross Density¹ and Floor Area Ratio

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

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

²See Section 4.1.350 for Affordable Housing density Bonuses.

³Requirement applies to non-residential buildings.

E. Parking

Required Spaces: Residential Uses

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

Required Spaces: Services or Retail Uses

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

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

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

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

Required Spaces: Industrial Uses	
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).	

E. C5 Allowed Uses			E. C5 Allowed Uses		
Land Use Type ¹	Specific Use Regulations	C5	Land Use Type ¹	Specific Use Regulations	C5
Agriculture			Offices & Services		
Agricultural Support Services		P	General Offices & Services		P
Forestry		P	General Offices & Services with Drive-Through Facilities	4.1.110	C
Residential			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	Lodging: Bed & Breakfast (5 rooms or less)	2.3	TCP
Dwelling: Accessory Unit	2.3	TCP	Lodging: Short Term Home Rental (STHR)		P
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			
Retail & Restaurants					
General Retail		P			
General Retail with Drive-Through Facilities	4.1.120	C			
Bar, Tavern, Nightclub	4.1.70	P			
Gas Station/Fuel Sales	4.1.100	C			
Open Air Retail		P			
Restaurant, Café, Coffee Shop		P			
Restaurant, Café, Coffee Shop with Drive-Through Facilities	4.1.70	C			
Vehicle Sales & Rental: Light	4.1.260	C			

Key

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

End Notes

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

4.1.360 Short-Term Rentals

A. Purpose and Applicability

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

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

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

2. **Applicability.**

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

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

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

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

B. Operating Standards and Requirements

1. Permits and Renewals

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

2. Short-Term Rental Property Tenant Notices

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

C. General Standards

1. Use Limitations and Standards.

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

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

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

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

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

D. Use Limitations and Requirements

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

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

E. Enforcement and Violations

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

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

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

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

² Applicable to the Community Preservation Districts in Appendix A

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

AUTHORIZING ORDINANCE

[____, 2020]

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

ARTICLE I

FINDINGS

Section 1.01 Findings of Fact.

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

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “*Constitution*”), provides that special purpose districts may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such special purpose district (the “*Bonded Debt Limit*”).

(b) Pursuant to Title 6, Chapter 11 of the South Carolina Code (the same being and hereinafter referred to as the “*Enabling Act*”), the governing body of any county in the State of South Carolina (the “*State*”) may authorize the issuance of general obligation bonds by special purpose districts located within its bounds to defray the cost of any authorized purpose and for any amount not exceeding such special purpose district’s applicable Bonded Debt Limit.

(c) Fripp Island Public Service District, South Carolina (the “*District*”) was created as a special purpose district established in the County as a body politic and corporate pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended.

(d) Pursuant to Section 6-11-830 of the Enabling Act, the County Council, upon petition of the governing body of any special purpose district, may determine that it is in the interest of such special purpose district to raise moneys for the furtherance of any power or function of the special purpose district and order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

(e) The County is in receipt of a petition of the Fripp Island Public Service District Commission (the “*Commission*”), the governing body of District, requesting authorization to issue general obligation bonds in order to defray (a) the costs of the acquisition and equipping of an aerial apparatus and engine truck (the “*Project*”), including capitalized interest, if any, and (b) the costs of issuance of such general obligation bonds. The Commission estimates that the costs of the Project, together with the costs of issuance of the bonds described herein, will not exceed \$1,550,000.

(f) By action previously taken, the County Council ordered that a public hearing on the question of the issuance of not exceeding \$1,550,000 of general obligation bonds (the “*Bonds*”) of the Fripp Island Public Service District, South Carolina, be held in the Beaufort County Council Chambers in the Administration Building, Beaufort County Government Center, 100 Ribaut Road, Beaufort, South Carolina, on the ___ day of ___ 2020 at 6:30 p.m., and notice of such hearing was duly published once a week for three successive weeks in *The Beaufort Gazette* and *The Island Packet*, which are newspapers of general circulation in the County.

(g) The said public hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of the Enabling Act to make a finding as to whether or not the Bonds should be issued.

(h) The County Council finds that it is in the interest of the District to authorize and provide for the issuance and sale of the Bonds of the District pursuant to the aforesaid provisions of the Constitution and laws of the State for the purposes of providing funds for the Project and providing for the costs of issuance of the Bonds.

ARTICLE II

AUTHORIZATION

Section 2.01 Public Hearing and Finding.

In response to the petition of the District, and on the basis of the facts adduced at the public hearing held on ___, 2020, and information otherwise available to County Council, it is found and determined that the Commission is authorized to cause the issuance of the Bonds.

Section 2.02 Extent of Authorization.

The County Council authorizes the issuance of the Bonds by the District to the extent described in the Petition in an amount of not exceeding \$1,550,000 in principal amount as a single issue or from time to time as several separate issues, as the Commission shall determine, in order to defray (A) the costs of the Project, including capitalized interest on the Bonds, if any, and (B) the costs of issuance of the Bonds.

Section 2.03 Notice of Adoption.

Notice of the adoption of this Ordinance, in substantially similar form to that attached hereto as Exhibit A, shall be published in *The Beaufort Gazette* and *Island Packet* for three successive weeks from the date hereof, as provided in the Enabling Act.

Section 2.04 Ordinance to be Provided to District.

A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, the Bonds in the aggregate principal amount of not exceeding \$1,550,000.

Section 2.05 Further Action.

The Chairman and other County officers are herewith authorized and empowered to take such further action as may be necessary to fully implement the action contemplated by this Ordinance.

DONE AT BEAUFORT COUNTY, SOUTH CAROLINA, this ___ day of ___ 2020.

(SEAL)

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joe Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading: [__, 2020]
Second Reading: [__, 2020]
Public Hearing: [__, 2020]
Third Reading: [__, 2020]

A RESOLUTION

APPROVING THE INCURRING OF GENERAL OBLIGATION DEBT IN AN AMOUNT NOT EXCEEDING \$1,550,000; AND AUTHORIZING A PETITION TO THE COUNTY COUNCIL OF BEAUFORT COUNTY PURSUANT TO SECTION 6-11-830 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

BE IT RESOLVED by the Fripp Island Public Service District Commission (the "**Commission**"), the governing body of the Fripp Island Public Service District, South Carolina (the "**District**") in meeting duly assembled:

Section 1. Findings of Fact.

Incident to the adoption of this resolution (this "**Resolution**"), the Commission has made the following findings of fact:

1. The District was created and established as a special purpose district, and body politic and corporate pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended. The District is located wholly within Beaufort County, South Carolina (the "**County**") and was established for the purpose, *inter alia*, of providing water, fire, and beach erosion control services within its boundaries.

2. In carrying out its functions and duties, the Commission has determined that a need exists at the present time to meet the capital needs of the District through the acquiring, improving, renovating, and equipping of certain capital assets necessary or convenient in furtherance of the powers and functions of the District, to include fire apparatus and fire equipment, and specifically including an aerial apparatus and an engine truck (the "**Project**"). The Commission estimates that the costs of the Project, including capitalized interest, if any, and the costs of issuance of the bonds described hereinbelow, will not exceed \$1,550,000.

3. The County Council of Beaufort County (the "**County Council**"), as the governing body of the County, is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the "**Enabling Act**"), to authorize the governing body of any special purpose district to issue general obligation bonds, the proceeds of which may be used in furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973.

4. Pursuant to Section 6-11-830 of the Enabling Act, the County Council, upon petition of the Commission, may determine that it is in the interest of the District to raise moneys for the furtherance of any power or function of the District and order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

5. The Commission has determined that it is necessary to issue an amount not exceeding \$1,550,000 aggregate principal amount of general obligation bonds of the District in order to finance the costs of the Project, including capitalized interest on such bonds, if any, and

the costs of issuance of such bonds, to be issued either as a single issue or as several separate issues, and in such amounts and at such times as may be determined at the time of issuance thereof by the Commission (the "**Bonds**"). The Commission adopts this Resolution to evidence the Commission's approval of the Bonds and to authorize a petition to the County Council with regard to the Bonds. The principal amount of the Bonds may be issued within the 8% debt limit of the District as permitted in Article X, Section 14(7) of the South Carolina Constitution.

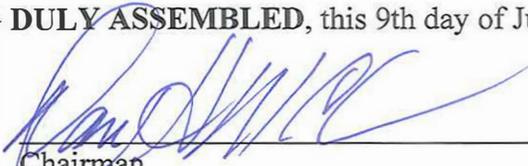
Section 2 Submission of Petition; Rescind Prior Resolution.

(A) The petition attached hereto as Exhibit A, shall be presented to the County Council in accordance with and for the purposes set forth in Section 6-11-830 of the Enabling Act. The Chairman (or in his absence the Vice Chairman) of and Secretary to the Commission are hereby authorized and directed to cause said petition to be delivered to County Council.

(B) The resolution adopted by the Commission on May 12, 2020, relating to the Project and the Bonds is hereby rescinded and of no further force or effect.

DONE IN A MEETING DULY ASSEMBLED, this 9th day of June 2020.

(SEAL)



Chairman
Fripp Island Public Service District Commission

Attest:



Secretary
Fripp Island Public Service District Commission

PETITION OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT COMMISSION TO THE GOVERNING BODY OF BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO ARTICLE 5, CHAPTER 11, TITLE 6, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

1. Fripp Island Public Service District, South Carolina (the “*District*”), was created as a special purpose district established in Beaufort County, South Carolina (the “*County*”), as a body politic and corporate pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended. The District is located entirely within the County.

2. In carrying out its functions and duties, the Commission has determined by resolution dated June 9, 2020, that a need exists at the present time to meet the capital needs of the District through the acquiring, improving, renovating, and equipping of certain capital assets necessary or convenient in furtherance of the powers and functions of the District, to include fire apparatus and fire equipment, and specifically including an aerial apparatus and an engine truck (the “*Project*”). The Commission estimates that the costs of the Project, including costs of capitalized interest, if any, together with the costs of issuance of the bonds described hereinbelow, will not exceed \$1,550,000.

3. The District proposes to issue general obligation bonds of the District in a principal amount not exceeding \$1,550,000 in order to defray the costs of the Project, including capitalized interest on such bonds, if any, and the costs of issuance of such bonds, which bonds may be issued as a single issue or from time to time as several separate issues as the Commission may determine (the “*Bonds*”).

4. The County Council of Beaufort County, South Carolina (the “*County Council*”), the governing body of the County, is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the “*Enabling Act*”), to authorize the issuance of general obligation bonds by the District pursuant to the provisions of the Enabling Act. The maximum principal amount of the Bonds of the District proposed hereby may be issued within the 8% debt limit of the District as permitted in Article X, Section 14(7) of the South Carolina Constitution.

5. Pursuant to Section 6-11-830 of the Enabling Act, if the County Council, upon petition of the Commission, determines that it may be in the best interest of the District to raise moneys for the furtherance of any power and function of the District, the County Council may order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

WHEREFORE, the Commission prays that the County Council order a public hearing to be held on the question of authorizing the issuance of the Bonds of the District, and thereafter approve the Bonds by ordinance, which Bonds may be issued as a single issue or from time to time as several separate issues as the Commission may determine.

FRIPP ISLAND PUBLIC SERVICE DISTRICT COMMISSION

June 9, 2020

NOTICE PURSUANT TO SECTIONS 6-11-870 AND 11-27-40(8)
OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

Notice is hereby given pursuant to the provisions of Sections 6-11-870 and 11-27-40(8) of the Code of Laws of South Carolina 1976, as amended, as follows:

Following a public hearing held on _____, 2020, the County Council of Beaufort County (the “County Council”), the governing body of Beaufort County, South Carolina (the “County”) enacted that certain ordinance, entitled “AN ORDINANCE FINDING THAT THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$1,550,000 OF GENERAL OBLIGATION BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.” on _____, 2020 (the “Ordinance”);

The Fripp Island Public Service District, South Carolina (the “District”), created as a special purpose district and established in the County as a body politic and corporate pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended, has been authorized by the provisions of the Ordinance to issue not exceeding \$1,550,000 of general obligation bonds of the District (the “Bonds”) as a single issue or from time to time as several separate issues, for the purposes of defraying (a) the costs of the acquisition and equipping of an aerial apparatus and engine truck (the “Project”), including capitalized interest on the Bonds, if any, and (b) the costs of issuance of the Bonds;

For the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District will be irrevocably pledged, and there will be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay the principal of and interest on the Bonds as they respectively mature, and to create such sinking fund therefor;

No election has been ordered in the District upon the question of the issuance of the Bonds; and

Any persons affected by the action aforesaid of the County Council may by action de novo instituted in the Court of Common Pleas for the County within twenty (20) days following the last publication of this Notice, but not afterwards, challenge the action of the County Council.

BEAUFORT COUNTY COUNCIL

RESOLUTION NO. 2020/

CALLING FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$1,550,000 OF GENERAL OBLIGATION BONDS OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED, by the County Council of Beaufort County (the “*County Council*”), which is the governing body of Beaufort County, South Carolina (the “*County*”), as follows:

WHEREAS, the County Council is empowered by Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly entitled:

AN ACT TO AUTHORIZE THE GOVERNING BODIES OF ALL COUNTIES OF THE STATE WHEREIN EXIST SPECIAL PURPOSE DISTRICTS CREATED PRIOR TO MARCH 7, 1973. TO ISSUE BONDS OF SUCH DISTRICTS IN FURTHERANCE OF POWERS EXISTING IN SUCH DISTRICTS AS OF MARCH 7, 1973; TO PROVIDE THE PROCEDURES PURSUANT TO WHICH SUCH BONDS MAYBE ISSUED; TO PRESCRIBE THE TERMS AND CONDITIONS UNDER WHICH BONDS MAYBE ISSUED AND THEIR PROCEEDS EXPENDED; TO MAKE PROVISION FOR THE PAYMENT OF SUCH BONDS AND TO VALIDATE ALL BONDS OF SUCH DISTRICTS ISSUED OR SOLD PRIOR TO THE EFFECTIVE DATE OF THIS ACT

approved July 9, 1974, as amended (hereinafter called the “*Enabling Act*”), to authorize the governing body of any special purpose district created prior to March 7, 1973, and located in whole or in part within the County to issue general obligation bonds of such special purpose district in order to provide funds to be used in the furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973; and

WHEREAS, the Fripp Island Public Service District, South Carolina (hereinafter called the “*District*”), is a special purpose district located within the County created prior to March 7, 1973, having been created by 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, and is authorized, *inter alia*, to acquire and operate such facilities as shall be required for the protection of property against fire and other hazards arising therefrom and to do all things necessary or convenient to carry out such authority; and

WHEREAS, the Fripp Island Public Service District Commission, the governing body of the District (the “*Commission*”), has petitioned the County Council to authorize the issuance of not exceeding \$1,550,000 of general obligation bonds of the District (the “*Bonds*”) in order to provide funds to defray (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 such general obligation bonds. The Commission estimates that the costs of the

Project, including capitalized interest, if any, together with the costs of issuance of the bonds described herein, will not exceed \$1,550,000; and

WHEREAS, the County Council is now minded to proceed in accordance with the provisions of the Enabling Act with respect to the public hearing regarding the Bonds.

NOW THEREFORE, BE IT RESOLVED, by the County Council in a meeting duly assembled:

Section 1 Finding. The County Council finds that it may be in the interest of the District to raise moneys for the purpose of providing for the Project, including capitalized interest on the Bonds, if any, and the costs of issuance of the Bonds, and in that connection hereby orders a public hearing to be held upon the question of the issuance of the Bonds.

Section 2 Ordering of Public Hearing. A public hearing shall be held on the question of the issuance of the Bonds before the County Council, on the ___ day of ____, 2020 at 6:30 p.m., and the notice of such hearing attached hereto as Exhibit A shall be published once a week for three (3) successive weeks in *The Beaufort Gazette* and *The Island Packet*, which are newspapers of general circulation in the County. The first such publication shall not be less than sixteen (16) days prior to the hearing date.

The aforesaid public hearing shall be conducted publicly at the time and place above stated and both proponents and opponents of the proposed issuance of the Bonds shall be given a full opportunity to be heard.

Section 3 Determination by County. Following the above aforesaid public hearing, the County Council shall determine by ordinance whether and to what extent the Bonds should be issued.

Section 4 Further Action. The Chairman of the County Council and County officials are hereby authorized and empowered to take all necessary action to provide for the holding of the aforesaid public hearing in accordance with the provisions of the Enabling Act.

DONE AT BEAUFORT, SOUTH CAROLINA, this ____ day of ____ 2020.

(SEAL)

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joe Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

NOTICE OF PUBLIC HEARING

The County Council of Beaufort County (hereinafter called the “County Council”), which is the governing body of Beaufort County, South Carolina (the “County”), has determined that it may be in the interest of the Fripp Island Public Service District, South Carolina (hereinafter called the “District”) to raise moneys through the issuance of not exceeding \$1,550,000 of general obligation bonds of the District (the “Bonds”) in order to provide funds to defray (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 such general obligation bonds. The Commission estimates that the costs of the Project, any capitalized interest on the Bonds, and the costs of issuance of the Bonds, will not exceed \$1,550,000. Therefore, the County Council has ordered a public hearing to be held upon the question of the issuance of the Bonds in accordance with the provisions of Sections 6-11-810 through 6-11-1050, inclusive, of the Code of Laws of South Carolina 1976, as amended (hereinafter called the “Enabling Act”).

Accordingly, notice is hereby given that a public hearing will be held before the County Council [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.], on the question of the issuance of the Bonds, the proceeds of which will be expended to defray the cost of the Project, including capitalized interest, if any, and the costs of issuance thereof, as described above.

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 shall be irrevocably pledged, and there shall be levied on all taxable property in the District ad valorem taxes sufficient in amount to pay said principal and interest on the Bonds.

The District proposes the issuance of the Bonds to defray the costs associated with the Project as described above and the costs of issuance of the Bonds.

The aforesaid hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard. Following the hearing, the County Council shall, by ordinance, make a finding as to whether and to what extent the Bonds should be issued and may thereupon authorize the governing body of the District to issue the Bonds to the extent it shall be found necessary.

The District is located within the County. The Enabling Act provides that bonds issued thereunder must be authorized by the governing body of the County wherein the District is located.

BEAUFORT COUNTY COUNCIL



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Beaufort Memorial Hospital Line of Credit

Council Committee:

Finance

Meeting Date:

July 13, 2020

Committee Presenter (Name and Title):

Kurt Taylor, County Attorney

Issues for Consideration:

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

Points to Consider:

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

Funding & Liability Factors:

There will be no liability to the county.

Council Options:

Approve or reject

Recommendation:

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

SUMMARY
BEAUFORT MEMORIAL HOSPITAL

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

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

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

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

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

ACTION REQUESTED OF COUNCIL

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

AN ORDINANCE

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

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

ARTICLE I

FINDINGS OF FACT

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

Section 1.01 Findings.

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

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

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

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

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

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

* * * *

ARTICLE II

ISSUANCE OF NOTE; CREDIT AGREEMENT

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

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

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

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

ADOPTED AND EFFECTIVE THIS _____ DAY OF _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

(SEAL)

By: _____
Joseph Passiment
Chairman

ATTEST:

By: _____
Sarah W. Brock
Clerk to Council

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

MASTER NOTE

\$20,000,000

Beaufort, South Carolina
_____, 2020

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

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

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

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

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

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

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

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

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

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

Time is of the essence of this Note.

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

[Remainder of this page intentionally blank.]

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

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

By: _____

Name: _____

Title: _____

(SEAL)

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



CREDIT AGREEMENT

Dated as of _____ 1, 2020

between

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

and

REGIONS BANK

relating to

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



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CREDIT AGREEMENT

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

PRELIMINARY STATEMENTS:

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

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

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

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

STATEMENT OF AGREEMENT

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 Certain Defined Terms

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

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

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

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

“Advance” is defined in Section 2.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Line of Credit” is defined in Section 2.1.

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

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

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

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

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

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

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

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

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

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

“Note” is defined in Section 2.2.

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

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

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

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

“Payment Account” is defined in Section 2.8.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1.2 Defined Terms Incorporated from Master Indenture

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

SECTION 1.3 Computation of Time Periods

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

SECTION 1.4 Accounting Terms

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

ARTICLE 2

CREDIT TO BE EXTENDED UNDER THIS AGREEMENT

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

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

SECTION 2.3 Interest

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

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

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

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

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

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

SECTION 2.4 Unused Fee

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

SECTION 2.5 Prepayments

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

SECTION 2.6 Extension of Termination Date

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

SECTION 2.7 Place and Time of Payment.

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

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

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

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

SECTION 2.8 Auto Debit Provision

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

SECTION 2.9 Participations

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

SECTION 2.10 Obligations of the Hospital Absolute

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

SECTION 2.11 Security for Note

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

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

ARTICLE 3

CONDITIONS TO LOAN

SECTION 3.1 Deliverables for Making of Loan and Initial Advance.

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

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

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

SECTION 3.2 Automatic Representations and Warranties.

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

SECTION 3.3 Required Information.

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

SECTION 3.4 Use of Proceeds.

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

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

SECTION 4.1 Representations and Warranties of the Hospital

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

COVENANTS OF THE HOSPITAL

SECTION 5.1 Affirmative Covenants

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

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

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

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

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

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

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

(2) Annual financial information as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Environmental Compliance and Indemnity.

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

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

(g) Financial Covenants.

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

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

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

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

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

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

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

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

SECTION 5.2 Negative Covenants

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

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

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

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

SECTION 5.3 Master Indenture Covenants; Incorporation by Reference

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5.6 Existing Business

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

SECTION 5.7 Authorization to Obtain and Provide Tax Return Information

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

ARTICLE 6

EVENTS OF DEFAULT

SECTION 6.1 Events of Default

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

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

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

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

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

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

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

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

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

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

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

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

(k) The Note for any reason shall be determined to be invalid by any court or governmental authority with jurisdiction to rule on the validity of 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: _____

Schedule 5.1(d)

Form of Officer's Certificate

The undersigned _____, the _____ of BEAUFORT COUNTY MEMORIAL HOSPITAL D/B/A BEAUFORT MEMORIAL HOSPITAL (the "Hospital"), hereby certifies to REGIONS BANK (the "Lender") pursuant to Section 5.1(d) of the Credit Agreement dated as of _____ 1, 2020 between the Hospital and the Lender (as amended, modified or restated, the "Agreement") that, [subject to pension-related information that is dependent upon Hospital's receipt of the applicable SC Pension Report]¹:

(i) to the best of his or her knowledge, the Hospital has performed and observed each and every agreement contained in the Agreement and the Credit Document;

(ii) attached hereto are calculations evidencing compliance with the financial covenants of the Agreement; and

(iii) to the best of his or her knowledge, no Event of Default (as defined in the Agreement) or an event which, with notice or lapse of time or both, would constitute an Event of Default, has occurred.

This _____ day of _____, 20__.

By: _____

Name: _____

Title: _____

¹ Use bracketed language only when this Officer's Certificate is delivered with respect to Draft Financial Statements. Delete it for Officer's Certificates delivered with Audited Financial Statements.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary**Item Title:**

Consider Supplemental Intergovernmental Agreement and regional agreements for Joint Use Emergency Shelter with Jasper County and the Jasper County School District

Council Committee:

Council

Meeting Date:

August 10, 2020

Committee Presenter (Name and Title):

Kurt Taylor, County Attorney

Issues for Consideration:

In September of 2018 County Council agreed to enter into an Intergovernmental Agreement with Jasper County and the Jasper County School District for the development of a regional emergency shelter. Since that time the parties have been working with numerous governmental agencies and community service organizations to develop protocols and procedures for the funding, maintenance and operation of the shelter. The IGA will be supplemented to 1) specify the annual operating reimbursement process between the Counties, and 2), acknowledge the approval of the operating protocols, policies and agreements referenced in Section 6 of the IGA, consisting of the attached Regional Joint Use Shelter Policy Agreement, its Regional Joint Use Shelter Operational Annex and Regional Joint Use Shelter Agreements.

Points to Consider:

The regional emergency shelter is an invaluable resource in case of coastal evacuations before and during disaster declarations. Due to flood zone concerns, there are no evacuation shelters in Beaufort County. The Jasper County Joint Shelter is designed to serve a significant number of evacuees.

Funding & Liability Factors:

The agreement states that on an annual basis, Beaufort County will contribute 60% towards the estimated \$25,000.00 annual costs. Any additional costs not funded by grants or reimbursement from federal or state agencies, or imposed as a function of periodic price increases by the contractor or fuel costs, will also be split with the same 60/40 ratio for each County.

Council Options:

Approve, modify, or reject

Recommendation:

On June 15, 2020, the Finance Committee recommended Council approve the request to supplement the IGA and enter into the Policy Agreement, Operational Annex Agreement and Facility Use Agreements.

RESOLUTION REGARDING EMERGENCY SHELTERING
BY AND AMONG BEAUFORT COUNTY, JASPER COUNTY AND THE JASPER COUNTY SCHOOL DISTRICT

Emergency Sheltering is a vital and necessary service to our communities. These services are established during periods of imminent life safety threats; times of natural or man-made disastrous situations. Recognizing the critical importance of this community service; Jasper and Beaufort Counties desire to enter into a separate intergovernmental agreement for mutually beneficial sheltering plans; recognizing that facilities prudent and necessary to support such an initiative require tremendous space and resources. These facilities have been identified as school campuses and their abilities to provide diverse support services to evacuees.

Whereas, Jasper and Beaufort Counties (hereinafter County) and the Jasper County School District (Hereinafter School) mutually agree that emergency sheltering is vital to provide for the life safety of their respective communities, and

Whereas, the current abilities to provide for sheltering at the School are for general population accommodations, and

Whereas, the need to provide for diverse sheltering efforts for the community as a whole; has been identified that the ability to extend sheltering capabilities; should include citizens with Special Medical Needs, Functional Needs, and citizens with household animal sheltering needs, and

Whereas, the School's campus (Hereinafter Campus) located at 250 Jaguar Trail in Ridgeland, SC 29936 provides the most prudent and effective location to fulfil the sheltering needs of the community, and

Whereas, a survey of the Campus identified that the facility would need the following enhancements to improve the life safety for evacuees seeking emergency shelter:

- Hurricane shuttering for the window and door openings of the Campus
- Emergency power generation for the campus

Whereas, the County has secured a Hazard Mitigation Planning Grant through the Federal Emergency Management Administration to fund the aforementioned enhancements to accommodate citizens with Special Medical and Functional Needs, and

Whereas, the aforementioned Campus being a publicly owned property under the deeded control of the School, and

Whereas, the County and School mutually agree that these improvements are prudent and necessary for the life safety of citizens having Special Medical and Functional Needs within our communities.

Therefore be it resolved, that the County and School mutually agree that the County shall commit fiduciary investment to improve the Campus to accommodate the aforementioned enhancements of the School's property, and

Therefore, entering into agreement that the School shall offer the Campus for the use of Sheltering operations during incidence of natural or man-made disasters and/or during declared states of emergency or mandatory evacuation order enacted by the Governor and/or local governing bodies for the life safety of its citizens, and

Whereas, the County shall coordinate these necessities with the School in an effort to reduce and/or minimize educational impacts to its students and faculty, and

Whereas, the school shall provide support personnel for custodial and feeding services during sheltering operations, and shall implement policies prudent and necessary to generate invoices to the County; for the services rendered to sheltering operations, and

Therefore, the School shall submit to the County a final invoice of all incurred and associated costs for the use of the Campus during sheltering operations within thirty (30) days. The thirty (30) day invoicing requirement shall commence upon complete demobilization and closure of sheltering operations; complete custodial operations in the restoration of the Campus; in a manner so as to receive and reopen the School for educational operations. The County shall remit reimbursement to the School within thirty (30) days upon receipt of final invoice. The County shall maintain all liabilities to remit all associated costs to the Federal Emergency Management Administration for reimbursement under the Category 'B' expenses for disaster planning, response and recovery of a declared disaster.

However, should the event not be declared eligible for Federal Emergency Management Administration Category 'B' eligibility; the County shall work with the American Red Cross (hereinafter ARC); a Volunteer Organization Active in Disasters; and seek reimbursement funding from ARC for the incurred costs for Sheltering operations. Furthermore, The School enters into this agreement with the County for the County's use of the Campus as a shelter for those citizens of general population, Special Medical and/or functional Needs, and evacuees with household pets.

Whereas, the School has agreements in place with the American Red Cross to utilize the Campus for Sheltering operations for the general public in coordination with the local office of Social Services, and

Whereas, those agreements utilize school staff (either internal or contracted) in the capacity of custodial and kitchen services personnel for providing for custodial and feeding needs, and

Whereas, the American Red Cross typically is financially responsible for sheltering operations in response to community needs during sheltering operations through events that do not meet declaration of federal disaster assistance, and

Whereas, the County becomes financially responsible for sheltering operations when the event is federally declared eligible for Category 'B' expenditures, and

Whereas, the Department of Social Services in coordination with the American Red Cross shall continue to coordinate, manage, document, and remit to the County all required documents to the County for sheltering operations of the general public; and shall be compiled in a manner that meets Federal Emergency Management Administration guidelines for Category 'B'

The County shall be responsible for the routine and non-routine maintenance of the generator and wind protection add-ons to the campus. The fuel for the Campus generator shall additionally be the responsibility of the County.

Now therefore be it resolved that the governing bodies and the school enter into this perpetual agreement. Any portion(s) of this agreement rendered nullified or void by a competent court of law shall be amended appropriately, or stricken. The remainder of this agreement shall stand resolute.

This agreement entered into this day of _____ (Month), 2019

Andrew Fulghum; Administrator
Jasper County

Ashley Jacobs; Administrator
Beaufort County

Dr. Rechel Anderson; Superrintendent
Jasper County Public School

Chairman bf Jasper County Boa-d of Education

Thomas Johnson; Chairman
Jasper County Council

Chairman
Beaufort County Council

Regional Joint Use Shelter Jasper and Beaufort Counties

Agreements Section

1. Facility use agreement between SCDHEC PHP, JCSD, JCEMD, BCEMD
2. Facility use agreement between Salvation Army, JCEMD & JCSD
3. Facility use agreement between ARC, JCSD, JCEMD, BCEMD
- 4 . MOU between SCEMD, JCEMD, BCEMD for sheltering operations that exceed a population of 1200 evacuees

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

1. Jasper County Emergency Management Division

2. Beaufort County Emergency Management Division

3. Jasper County School District

(Hereinafter: Jasper/Beaufort County)

I. PURPOSE: SPECIAL MEDICAL NEEDS SHELTER FACILITY

The **South Carolina Department of Health and Environmental Control (“DHEC”)** and **Jasper/Beaufort County (collectively, “Contractor”)** hereby enter into this Memorandum of Agreement (MOA) for the purpose of providing a Special Medical Needs Shelter (SMNS) facility during natural or man-made events that displace persons with special medical needs, as defined below, from their homes.

A Special Medical Needs individual is defined as someone who has a pre-existing medical condition(s) resulting in medical impairments and the individual has been able to function with the assistance of a care giver in the home. A Special Medical Needs individual’s physical or mental conditions are such that they exceed the capabilities of an American Red Cross Shelter and are not severe enough to require hospitalization. Individuals whose medical needs exceed the resource or personnel capabilities of the SMNS will be referred to an appropriate health care facility.

II. SCOPE OF SERVICES:**A. Responsibilities of DHEC.**

Under the terms of this MOA, DHEC shall be responsible for:

1. Activation:

This MOA will be activated in the following circumstances:

- a. When the DHEC Public Health Region, in consultation with the DHEC State Office of Public Health Preparedness (PHP), and the emergency management authority for **Jasper/ Beaufort County** determine there is an immediate need for a SMNS; or
- b. The Governor has declared a state of emergency or a public health emergency and activated the State Emergency Operations Plan and there is an immediate need for a SMNS.

Note: Due to safety, transportation issues, or space availability in other nearby open SMNS locations, DHEC may, in its discretion, decide not to open all SMNS sites during an event.

- 2. Criteria for Admission to a SMNS:
 - A DHEC Public Health Nurse will make the determination regarding admission to the SMNS and the appropriate level of care for each potential person sheltered.
 - The DHEC Public Health Nurse will utilize the triage tool developed by the Office of Nursing for admission to the SMNS.
 - A caregiver is expected to accompany the individual being sheltered.
- 3. Provision of Staffing:
DHEC will provide staffing to operate the SMNS, including nursing and other support staff as needed.
- 4. Supplies:
Shelter residents will be instructed to bring their own medications, necessary medical equipment and supplies. Should DHEC need to utilize any supplies from the Contractor during shelter operations, the facility will be reimbursed by DHEC.
- 5. Medical and Non-Medical Beds/Cots/Equivalents:
If necessary, DHEC will provide and set-up, as described in Section B. 4, medical and non-medical beds/cots/equivalents.
- 6. Annual Status Review:
By April 1 of each year, the Regional PHP Director or his/her designee must contact the Contractor to confirm and/or update the contact information in Section II. B. 2 of this MOA. The Regional PHP Director must attach a memorandum to the agreement reflecting any changes identified. The Regional PHP Director must send the confirmed or updated information to the Contractor, DHEC Contracts Manager and to OPHP Central Office.
- 7. Responsibilities of Contractor.

Under the terms of this MOA, Contractor shall be responsible for:

- 1. Provision of Shelter Space in **Jasper** County:
In the event of activation, the designated SMNS shelter will be located at:

Within a designated area within the facility located on the Jasper County School District Campus, 250 Jaguar Trail, Ridgeland, SC 29936, which designated area will house only SMNS Shelterees, their caregivers and DHEC staff.

- 2. Contractor will provide contact information for DHEC to use when activation of the SMNS is required:
- | | |
|----------------|---------------|
| Primary | Backup |
|----------------|---------------|

Name: **Russell Wells**

Name: **Frank Edwards**

Title: **Deputy Director of Emergency Services**

Title: **Director of Emergency Services**

Daytime Phone: **843-726-7607**

Daytime phone: **843-726-7607**

24-hour Phone: **843-263-1316**

24-hour phone: **843-929-9054**

- 3. Designation of Maximum Occupancy:

A. Total Number of SMNS Shelterees: _____

Total Number of Caregivers: _____
Total Number of DHEC Staff per shift: _____
Total SMNS occupancy: _____

B. If the SMNS needs to temporarily admit Shelterees and caregivers in excess of the Contractor’s licensed capacity, the DHEC SMNS Nurse Team Leader will immediately contact the DHEC Regional Coordination Center (RCC) at: _____ (phone number).

C. The DHEC RCC will contact the designated Contractor point of contact as designated above in B. 1 in accordance with the procedure outlined in the Department’s most current Memorandum entitled, “Internal and External Medical Surge during an Emergency” (Appendix 1) and will submit required information to the DHEC Health Licensing Staff.

4. Provision and set-up of medical and non-medical beds/cots/equivalents:

The Contractor will provide and set-up:

Total number of medical beds/cots for Shelterees _____
Total number of non-medical beds/cots for caregivers and DHEC staff _____

DHEC will provide and set-up:

Total number of medical beds/cots for Shelterees _____
Total number of non-medical beds/cots for caregivers and DHEC staff _____

Source/location of medical beds/cots provided by DHEC: _____

Source/location of non-medical beds/cots provided by DHEC: _____

5. Food Services:

Contractor X will ___ will not provide food services for the SMNS Shelterees, caregivers and staff. Some special diets may be required. If the Contractor provides food services, DHEC will reimburse the Contractor for meals not to exceed the rates set by the SC Budget and Control Board: \$6 breakfast, \$7 lunch, \$12 dinner * Nutritional Supplements are also allowable for reimbursement as long as they are reasonable expenses and assist with medical conditions such as diabetes, where certain foods may assist with maintaining health and activities of daily living. These are not snacks and should be healthy.

6. Provision of Security:

Contractor X will ___ will not provide on-site security.

7. Linen Services:

Contractor ___ will X will not provide linen services.

8. Provision of Telephone and Fax Access:

Telephone, internet and fax access, when available, will be provided by the Contractor for DHEC’s use during occupation of the facility as an SMNS.

9. Provision of a Generator for Back-up Power:

The Contractor agrees to provide a back-up power generator, fuel and staff to operate the generator for the area designated for use as a SMNS. The generator must be in place and operational before the shelter is opened.

10. Provision of Janitorial/housekeeping services:
The Contractor will provide janitorial/housekeeping services.

11. Compliance with ADA:
Contractor commits to compliance with Title II, Chapter 7 of the Americans with Disabilities Act, including Addenda, regarding emergency shelters. These requirements are available at the ADA and Emergency Shelters – ADA Home Page:
 - <http://www.ada.gov/pcatoolkit/chap7shelterchk.htm>
 - <http://www.ada.gov/pcatoolkit/chap7shelterprog.htm>

III. TERMS AND CONDITIONS:

A. Effective Dates.

This MOA shall be effective on _____, 20____ or when all parties have signed, whichever is later, and will terminate on December 31, 20___. This MOA is renewable for three additional one year periods based on an annual review of criteria listed under Evaluation of MOA and agreement by both.

B. Termination.

1. Either party may terminate this MOA by providing thirty (30) days advance written notice of termination to the other party.

2. DHEC may terminate this MOA for cause, default or negligence on the Contractor's part at any time without thirty days advance written notice. DHEC may, at its option, allow Contractor a reasonable time to cure the default before termination.

C. Amendments.

The MOA may only be amended by written agreement of all parties, which must be executed in the same manner as the MOA.

D. Records.

DHEC will maintain records it generates at the SMNS for 6-years pursuant to the agency's records retention policy.

E. Liability.

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this MOA.

F. Evaluation of MOA.

Appropriate staff of the Contractor and DHEC will meet annually to evaluate this MOA based on the responsibilities for each party listed under section II, Scope of Services, of this MOA.

G. Non-Discrimination.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, color, sex, age, national origin, disability or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

H. Drug Free Workplace

By signing this MOA, Contractor certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 *et. seq.*, as amended.

I. Disputes.

All disputes, claims, or controversies relating to the MOA shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this MOA, Contractor consents to jurisdiction in South Carolina and to venue pursuant to this MOA. Contractor agrees that any act by DHEC regarding the MOA is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency or any other state.

J. Insurance.

Each party will maintain professional, malpractice, and general liability insurance, and may be required to provide the other with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its employees.

K. Licenses.

During the term of this MOA, each party shall maintain its respective federal and State licenses, certifications, and accreditations required for the provision of services herein. Contractor will immediately notify DHEC if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of contractor or contractor's employees or agents providing or performing services under this MOA.

L. Financial Responsibility.

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

M. Severability.

The invalidity or unenforceability of any provision of this MOA shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

N. Preventing and Reporting Fraud, Waste and Abuse.

DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency

employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other “whistleblower” statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC’s policies and procedures regarding false claims may be obtained from DHEC’s Contracts Manager or Bureau of Business Management.

Any employee, agent, or contractor of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Contractor or Contractor’s agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Contractor is required to inform Contractor’s employees of the existence of DHEC’s policy prohibiting FWA and the procedures for reporting FWA to DHEC. Contractor must also inform Contractor’s employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

<p>AS TO DHEC:</p> <p>BY: _____</p> <p>LOW COUNTRY REGION PUBLIC HEALTH PREPAREDNESS DIRECTOR)</p> <p>DATE: _____</p>	<p>AS TO THE CONTRACTOR: Jasper County</p> <p>BY: _____ (NAME)</p> <p>ITS: _____ (TITLE)</p> <p>DATE: _____</p> <p>PHONE: _____</p> <p>EMAIL ADDRESS: _____</p> <p>MAILING ADDRESS: _____ _____</p>	<p>AS TO THE CONTRACTOR: Beaufort County</p> <p>BY: _____ (NAME)</p> <p>ITS: _____ (TITLE)</p> <p>DATE: _____</p> <p>PHONE: _____</p> <p>—</p> <p>EMAIL ADDRESS: _____</p> <p>MAILING ADDRESS: _____ _____</p>
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EXCEPT IN EMERGENCIES, THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE DHEC CONTRACTS MANAGER.

Francine Miller
Contracts Manager
SCDHEC

DATE: _____

**FIRST SUPPLEMENTAL
INTERGOVERNMENTAL AGREEMENT
BETWEEN
JASPER COUNTY, SOUTH CAROLINA, BEAUFORT COUNTY,
SOUTH CAROLINA, AND THE JASPER COUNTY, SOUTH
CAROLINA SCHOOL DISTRICT**

JUNE, 2020

**FIRST SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT
BETWEEN
JASPER COUNTY, SOUTH CAROLINA, BEAUFORT COUNTY, SOUTH CAROLINA
AND THE JASPER COUNTY, SOUTH CAROLINA SCHOOL DISTRICT**

THIS FIRST SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT made and entered this ___ day of April, 2020, by and between Jasper County, South Carolina (“Jasper County”), Beaufort County, South Carolina (“Beaufort County”) and the Jasper County, South Carolina School District (“School District”), provides supplemental agreements for the operation and reimbursement of a Co-located Special and Functional Medical Need Shelter (“Joint Use Shelter”) to provide a site for natural disaster and other emergency sheltering for evacuees, public safety and first responder personnel, medical need evacuees, and animal sheltering for Jasper and Beaufort Counties.

RECITALS

WHEREAS, the South Carolina Code of Laws, §4-9-30, provides authority for the county governments to enter into contractual intergovernmental agreements; and

WHEREAS; both Beaufort County Council and Jasper County Council agreed in September of 2018 to enter into an Intergovernmental Agreement (IGA) with the School District on the initial approval and funding for the development of the shelter location, which contemplated creation of operating protocols and policies, and the School District subsequently agreed to participate in the IGA; and

WHEREAS, in accordance with the IGA, Beaufort County and Jasper County appropriated funds, the School District provided the site, the contemplated construction and installation of required improvements were undertaken, and the operating protocols, policies and agreements were developed in conjunction with consultations among themselves, and with the American Red Cross, the Salvation Army, the South Carolina Department of Health and Environmental Control (DHEC), the South Carolina Emergency Management Department, the Beaufort and Jasper County Departments of Social Services, the South Carolina Department of Social Services, the Beaufort and Jasper County Boards of Disability, the Jasper Animal Rescue Mission, and Beaufort County Animal Services; and

WHEREAS, Section 3(3), *Funding for Ongoing Maintenance and Operational Readiness* provided for Beaufort County to provide on an annual basis \$50,000.00 towards ongoing maintenance and repair, and top ensure operational readiness, which amount was based on estimated costs in advance of selection of a supplier and development of more precise costs, which have now been obtained as part of the bidding and contract award process; and

WHEREAS, the parties to the IGA have determined it to be in the best interests of their citizens and constituencies to supplement the IGA to approve the operating protocols, policies and agreements developed since approval of the IGA, and adjust the funding requirements to align with the costs and expenses projected using the more precise information developed during the contract bidding and award process;

NOW, THEREFORE, the parties to this First Supplemental Intergovernmental Agreement do agree as follows:

SECTION 1. TITLE.

This Intergovernmental Agreement between Jasper County, Beaufort County and the School District, including by reference and incorporation the Application and grant awards to/from the South Carolina Emergency Management Department, and this First Supplemental Intergovernmental Agreement, shall hereinafter be collectively referred to as the “2020 Intergovernmental Agreement or 2020 IGA.”

SECTION 2. PURPOSE.

The purpose of this 2020 IGA is to amend the original IGA as provided for in Section 5 of the IGA to 1) specify the annual operating reimbursement process between the Counties by amending Section 3(3), and 2), acknowledge the approval of the operating protocols, policies and agreements referenced in Section 6 of the IGA, consisting of the attached Regional Joint Use Shelter Policy Agreement, its Regional Joint Use Shelter Operational Annex and Regional Joint Use Shelter Agreements, by amending Section 6(1) of the IGA, both amended Sections as set forth below.

SECTION 3. ONGOING FUNDING.

(1) Funding for Ongoing Maintenance and Operational Readiness.

- a. Based upon estimates, it is anticipated that funds will be necessary for ongoing maintenance, fuel and repair to ensure operational readiness in the

case of an evacuation. It is agreed that on an annual basis, Beaufort County will contribute 60% towards the estimated \$25,000.00 annual costs. Any additional costs not funded by grants or reimbursement from federal or state agencies, or imposed as a function of periodic price increases by the contractor or fuel costs, will also be split with the same 60/40 ratio for each County as set forth in Section 3(2)(a) above.

SECTION 4. OPERATIONAL ANNEX

- (1) Opening of the Shelter, Operations, and Chain of Command.
 - a. The opening, operations and termination of the shelter will follow the attached Regional Joint Use Shelter Operational Annex as approved as a part of the Regional Joint Use Shelter Policy Agreement and Regional Joint Use Shelter Agreements signed by all parties, as either may be modified as desirable from time to time.

EFFECTIVE DATE.

This Agreement shall become effective immediately on the date of approval by the last of the parties hereto.

EXECUTION PAGES FOLLOW

APPROVED this ___ day of ____, 2020.

**COUNTY COUNCIL OF BEAUFORT
COUNTY, SOUTH CAROLINA**

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

REVIEWED BY:

W. Kurt Taylor, County Attorney

APPROVED this ____ day of _____, 2020.

**COUNTY COUNCIL OF JASPER COUNTY,
SOUTH CAROLINA**

By: _____
Henry Etheridge, Chairman

ATTEST:

Tisha Williams, Acting Clerk to Council

REVIEWED BY:

David L. Tedder, County Attorney

APPROVED this ____ day of _____, 2020.

**JASPER COUNTY, SOUTH CAROLINA
SCHOOL DISTRICT**

By: _____
Carolyn Bolden, Chair

ATTEST:

Tedd Moyd, Secretary

REVIEWED BY:

School District Attorney

**FACILITIES USE AGREEMENT
FOR USE OF THE SALVATION ARMY
BUILDINGS AND/OR GROUNDS**

It is understood when entering this agreement that The Salvation Army is a religious, not-for-profit organization. It is further understood that the Renter will not conduct or allow to be conducted any program, or take or allow to be taken any action that may damage the image or undermine the principles of The Salvation Army.

THIS AGREEMENT, made this _____ day of _____, 20____ between The Salvation Army, A Georgia Corporation, hereinafter referred to as "The Army", and Jasper County Emergency Management and Jasper County School District, hereinafter referred to as "the Renter".

WHEREAS, the Renter desires to use that portion of the facilities as defined in Section 3 of this agreement located at 715 Grays Hwy Ridgeland, SC 29936, for the sole benefit and enjoyment of the Renter;

AND WHEREAS, The Army desires to make available to the Renter, non-commercial or not-for-profit entities, the above mentioned premises,

NOW THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed that the above-mentioned premises shall be used and maintained by the Renter subject to the following terms and conditions:

The undersigned will use the premises for the purpose of temporary storage of student desks during an activation of Emergency Sheltering operations for coastal community evacuation and no other purpose.

The term of this agreement shall be for one year (term), commencing on _____, and ending on _____.

The defined premises will be used on the following days: Unknown due to exigent circumstances associated to hurricane evacuations and sheltering operations, expected to be from the declaration of the state of emergency until approximately 48 hours after the termination of the state of emergency and the need to conduct sheltering operations, between the hours of 00:00 hours a.m. and 23:59 p.m.

The specific area or areas to be utilized are as follows:

So much of Warehouse Space 2 that is necessary, reasonable and prudent for the temporary storage of student desks and other school based movable equipment necessary to conduct Emergency Sheltering Operations at the Jasper County Public School Campus.

The fee for the use of the areas defined in Article 3 above or Camp Annex B will be \$00.00.

Where Services provided by Renter. INTENTIONALLY DELETED

Medical Services on Premises. INTENTIONALLY DELETED, N/A

The Renter agrees that while the premises are used by them, they will be responsible for any damage to the premises, its furniture, fixtures or other accoutrement for any cause whatsoever. The Renter further agrees that they will pay for any damages arising out of this use of the premises.

Renter shall comply with all laws, rules, regulations and requirements of all governmental bodies whether Federal, State, County or Municipal. Renter shall be responsible for all code enforcement or other violations caused by Renter.

If allowed by law, Renter further agrees to indemnify Salvation Army from and against any and all claims, demands, actions, suits or causes of action, including counsel fees and other costs defending against the same for loss, damage, or personal injury (including death) arising from the use of the rented property and facilities by the Renter, its members, guests, or invitees; if not allowed by law, Renter agrees to insure against such matters under the provisions of the South Carolina Tort Claims Act through the South Carolina Insurance Reserve Fund to the extent allowed by statute. Salvation Army is not responsible for the security of Renter's records, equipment, or any supplies unless compromised as a result of Salvation Army's gross negligence or willful neglect. If available, a Certificate of Insurance may be required specifying limits.

Either party may cancel this agreement with 30 days notice without liability for any damages that might be sustained for such cancellation.

Renter agrees not to use or allow the use of tobacco, alcohol, firearms or illegal drugs in or on Salvation Army property. Smoking is prohibited in all physical structures and shall otherwise be restricted to designated areas.

The Renter agrees to provide supervision, to the extent that said activities are carried on in a safe and orderly manner, for all areas defined as a part of this agreement.

13. Long Distance Calls. INTENTIONALLY DELETED, N/A.

14. Weddings. INTENTIONALLY DELETED, N/A

15. If an Annex is to be a part of this document, specify the Annex by initialling here. N/A

IN WITNESS WHEREOF, the parties hereto having executed this agreement, the day and year first written above.

WITNESS:

THE SALVATION ARMY,
A GEORGIA CORPORATION

WITNESS:

RENTER

Regional Joint Use Shelter Jasper County

May 29, 2020

Operational Annex

Purpose:

The purpose of this plan is to provide guidance in sheltering operations of a regional joint use shelter for the citizens and visitors of Jasper and Beaufort counties when mandatory coastal evacuation is in effect regarding life safety threats of natural or manmade disasters. The lead agencies shall formulate a shelter management team following a unified command concept.

Introduction:

1. Sheltering shall include services for all individuals, to include functional and access needs, medical needs, pet and service animals
2. Feeding
3. Reunification and Disaster Welfare Inquiries
4. Disaster Assistance Inquiries

Sheltering operations up to 1200 population Jasper and Beaufort County

Concept of Operations:

- a. When the Governor of the State of South Carolina issues a closure of the public-school system and mandatory evacuation of coastal counties; Jasper and Beaufort County Emergency Managers shall coordinate the opening of the regional joint use shelter.
- b. The Counties' Department of Social Services offices in coordination with the South Carolina Department of Social Services shall serve as the lead agency for coordinating the mass care needs for citizens and visitors seeking life safety sheltering.
- c. The South Carolina Department of Health and Environmental Control Public Health Preparedness Division shall serve as the lead agency for Special Medical Needs Sheltering
- d. The Counties' Board of Disabilities offices shall serve as the lead agency for mass care of individuals with functional needs and individuals under their direct care.

- e. Beaufort County Animal Services shall serve as the lead agency for mass care operations of assisting individuals seeking shelter with household and Service Animals.
- f. It is the responsibility of the supporting agencies to ensure their personnel are familiar with National Response Framework and Corresponding concepts, actions, and responsibilities. (I.E. IMAT, JFOs, MASTT)
- g. All organizations shall coordinate with appropriate support agencies to ensure accessibility for all populations
- h. The Red Cross and Salvation Army, in coordination with other Volunteer Organizations Active in Disasters; shall integrate and support the sheltering operations as part of a broad program for disaster relief.
- i. Sheltering Operations under a population of 1200 evacuees shall be supported by the local agencies within the counties, SCDHEC PHP, and animal services.
- j. Sheltering operations that exceed 1200 evacuees, SCEMD shall provide additional staffing/liaison assistance for the coordination of the sheltering operations and assist with deploying resources accordingly.

Opening Process:

1. Upon notification of shelter activation: primary points of contact shall be notified of the date and time shelter shall be opened. A minimum of 8 hours is prudent for appropriate staffing assignments to open the shelter and have initiated classroom preparation substantially underway.

Shelter Management Team:

1. DSS, ARC, SA, SCDHEC PHP, BDSN, Animal Services shall establish a shelter management team adopting a unified command organizational flow chart for the management of the shelter. All requests shall be routed through the shelter management team prior to moving to an EOC for request.
2. Shelter Management Team will initiate coordination with kitchen facility staff on when they will commence feeding operations
3. As each organization arrives and establishes reception; the shelter management team will be established to initiate administrative duties for the operations.
 - Establish documentation unit for operational period logs
 - Track finance and burn rate (time sheets for paid and volunteer personnel, expenses, contracts)
 - Establish logistic needs for the shelter and submit resource requests to the EOC
 - Establish operational group to address challenges outside of planning
 - Establish the demobilization plan for the shelter

Organizational Roles:

American Red Cross:

1. Shall augment SCDSS shelter management staff.
2. DSS and ARC will coordinate with JCSD food services contractor to establish mass feeding support of the sheltering operations.
3. Provide a member to serve in the shelter management team for each operational period.
4. The General population shelter elements will follow guidelines as established by the ARC for shelter management.
5. Reception to be established in the cafeteria of the school.
6. Consider early request for resource request to EOC for additional cots.
7. Review school site map for initiation of housing evacuees. The gymnasium will be the last area of the school to be utilized for emergency evacuation housing.
8. Establish and maintain appropriate supplies for the management and operations of a co-located shelter.
9. Coordinate with Salvation Army and School Kitchen staff regarding the mass feeding in the shelter (Dietary restrictions, Culturally appropriate foods, etc.)
10. Provide services to assist evacuees with connecting to family members.
11. Coordinate Safe and Well website as established in their organizational operational plan
12. Provide for health, mental health, and spiritual care services.
13. Provide for direct client assistance.
14. Distribute emergency supplies.
15. Provide for additional information and assistance from various federal, state, or VOADs to disaster survivors
16. ARC to deploy locally housed asset trailer to the shelter.
17. Provide for staffing within a Disaster Recovery Center.

Animal Services:

1. Beaufort County Animal Services shall serve as the lead agency to coordinate and work with Jasper Animal Rescue Mission to provide for staffing and other elements of providing for animal sheltering operations for evacuees.
2. Provide a member to serve in the shelter management team for each operational period
3. Route appropriate logistic requests through Shelter Management Team and out to EOC for coordination.
4. Provide for prudent and necessary documentation, document/records review of animals received, housed, or cared for while occupying the shelter

5. Evacuees with household animals will be referred to Animal Sheltering registration after being processed in by DSS/ARC reception; and verify vaccination records. If owner is unable to produce the animal shall be vaccinated.
6. Verify owner has appropriate crate;
 - a. Owner has leash and adequate food
 - b. Established exercise area for the animals is posted for owners
 - c. Consider preordering cache of crates
 - d. Vaccinations on hand
7. Establish a third-party contract with a local Veterinarian for medical clearance of an animal into the shelter.

Board of Disabilities:

1. Board of Disabilities shall serve as the lead agency for functional needs evacuees. The local Offices of Beaufort County BDSN shall serve as the lead agency for evacuees with functional needs. BCBDSN shall coordinate with Jasper Office of BDSN. They will collectively mobilize and deploy personnel and resources that are prudent and necessary for the sheltering operations of functional needs evacuees.
2. Board of Disabilities is responsible for the movement and sheltering of their respective clients. The respective county team lead shall coordinate with DSS regarding the information necessary for Sheltering census and other documents prudent and necessary to shelter individuals with functional needs.
3. Provide a member to serve in the shelter management team for each operational period
4. Provide for all necessary and prudent documentation of operations regarding special need evacuees
5. Coordinate logistic requests through the shelter management team for routing to EOs

Department of Social Services Office:

1. Shall coordinate with Jasper and Beaufort County Office of DSS for adequate staffing and support needs to open and operate Shelter at the Ridgeland school campus utilized as co-located shelter.
2. DSS and ARC will coordinate with JCSD food services contractor to establish mass feeding support of the sheltering operations.
3. DSS in coordination with ARC will mobilize and deploy personnel and assets prudent and necessary for the operations of the shelter. They will need to establish the reception area for evacuees. This area is typically in the cafeteria portion of the school facility.
4. Provide a member to serve in the shelter management team for each operational period.
5. Coordinate with American Red Cross for management and support of Sheltering Operations of general population status.

6. Coordinate with Jasper County Public School regarding feed plans and custodian support operations.
7. Evacuees exceeding criteria for general population sheltering will be referred to the SCDHEC PHP reception for Medical Needs Sheltering.
8. Provide all documentation regarding operations of the shelter.

South Carolina Department for Health and Environmental Control (DHEC) office of Public Health Preparedness:

1. SCDHEC shall serve as the lead agency for Medical Needs Sheltering. The Office of PHP shall mobilize and deploy personnel and assets prudent and necessary for the operations of the shelter.
2. Establish Medical Sheltering operations in the regional joint use shelter
3. Provide a member to serve in the shelter management team for each operational period
4. Provide for appropriate staff to meet the needs of SMNS operations within the shelter
5. Provide staff for shelter management team
6. Provide LNO for local EOC
7. Ensure appropriate medical equipment and devices are deployed and in service to address the medical needs of their respective evacuees

Jasper and Beaufort County Emergency Management:

1. Shall coordinate with each other regarding the decision to open, operate and demobilize the regional joint use shelter. This coordination shall mutually begin upon the State of South Carolina declaring a State of Emergency; the issuance of a coastal county evacuation order; that coincides with an executive order for closing public schools within the coastal communities.
2. Coordinate with their local offices of Social Services to address any needs for staffing, operations, logistics, and liaison support
3. Coordinate and relay information to internal LNO at Jasper EOC on ETA of CTN assets inbound for adequate preparation and lead time for evacuee surge into shelter

Jasper County Public School District:

1. Facility Maintenance staff will initiate preparation of classroom space. Student desks are the easiest way to capitalize on the available space. The Salvation Army will coordinate with JCSD personnel to provide warehouse space to the school district. This will allow facilities maintenance staff of the school to relocate student desks and increase available floor space for sheltering operations. Facility maintenance staff will need to relocate these items to a secured facility. (Salvation Army warehouse located at 715 Grays Hwy Ridgeland, SC 29936)

2. JCSD will work with faculty to ensure that all potential equipment and supplies are secured as most economical and prudent in preparation of facility transition. This includes facility maintenance staff inventorying prudent and necessary supplies and kitchen staff inventorying pantry and compiling food orders with appropriate vendors.
3. Upon confirmation by executive order of the governor the schools will close. The school shall provide access to the campus for sheltering operations to commence.
4. Provide a member to serve in the shelter management team for each operational period
5. Facility Maintenance Staff will initiate inventory of supplies on hand and generate supply order in anticipation to sustain operations for a minimum of 72 hours
6. Facility Maintenance Staff will develop staffing schedule for the need to have on site support 24 hours.
7. Facility Maintenance staff will initiate the movement and securing of classroom furniture to capitalize on available floor space for evacuee's arrival (general population, Medical and Functional Need evacuees), deployment of floor covering of Multi-purpose room in anticipation of animal sheltering operations.
8. Facility Maintenance Staff will upon demobilization of the shelter expeditiously work to restore facility to state of educational operational readiness.
9. Food services contractor shall complete an inventory of all supplies prior to the opening of the regional joint use shelter. A predetermined menu will be implemented, and appropriate provisioning and orders enacted at thresholds met by the food services vendor. Additionally, the food services vendor will coordinate logistics with SA and Harvest Hope Food bank as well as tertiary contracted food service vendors in preparation of mass feeding operations develop a 3,5, and 7-day menu
10. Ensure adequate staffing is capable to sustain mass feeding operations. This can be augmented by utilization of VOADs (I.E. Salvation Army)
11. The Transportation Division will coordinate transportation plan for pick up points of residents needing transportation assistance. Provide for all prudent and necessary documentation regarding the CTN plan for Jasper County citizens and visitors.
12. JCSD Information and Technology should work to establish a public internet access point for evacuees
 - a. The Auditorium will serve as a Movie theatre for morale and welfare of evacuees and children. Additionally, the auditorium shall serve as an information hub for evacuees regarding storm related impacts to their respective home communities and assist in other venues to disseminate public information.
13. The Media Center will be utilized for the establishment of a multi-coordination center. This will aid in registering evacuees with VOADs, State and Federal resources following significant impact to the area.

14. The School Nurses Office shall be utilized as the primary office for medication dispensing, evaluations and central hub for Emergency Medical Response to the facility. This location will be utilized by ARC and SCDHEC PHP staff.
15. School Guidance Counselor Offices can be utilized for Mental Health counseling services as deemed prudent and necessary by the shelter management teams.
16. Post Storm evacuees can transition out of the classrooms into the gymnasium for recovery operations should the need arise.

Salvation Army:

1. Provide for support to Kitchen staff and mass feeding operations in the shelter as requested.
2. Provide a member to serve in the shelter management team as required.
3. Assist JCSD kitchen services personnel with logistics support.
4. Provide for emotional and spiritual care as required.
5. Support coordinated Disaster Survivor Assistance as requested.
6. Provide staffing in Disaster Assistance Center as available.
7. Coordinate reception and temporary warehousing of School facility furniture removed from shelter.

Jasper County Sheriff's Office:

1. Shall serve as the lead agency providing for shelter security missions once the shelter opens
2. Jasper County Sheriff's Office shall have a minimum of two deputies on station as the shelter opens.
3. As the census increases, the ratio of 1:100 shall be maintained.
4. Provide a member to serve in the shelter management team for each operational period
5. Shall enter into mutual aid or other agreements prudent and necessary to provide for adequate security staffing of the shelter
6. Once the Shelter capacity exceeds the 1200-person occupancy threshold; security will transition to SLED security augmenting staffing requirements
7. Staffing provisions shall be made available for 24-hour operations for duration of event
8. Draft and implement prudent and necessary MOUs that will meet the shelter security agent to evacuee's ratio

Sheltering operations in excess of 1200 population
State of South Carolina Assistance

When the census of the shelter exceeds a count of 1200 evacuees; the regional joint use shelter shall be provided additional resources from SC State Emergency Management. The shelter management team shall notify the local EOC of the census count as it approaches 1000. At that threshold, the Jasper County EOC shall route the appropriate notification to the State Emergency Operations Center (SEOC). The SEOC will then activate and deploy additional assets to provide management support of the sheltering element.

SCEMD will assist with identifying, notifying and providing additional assets needed to support this mission from additional state agencies. This may include personnel from other state agencies such as State Law Enforcement Division resources to coordinate and provide for shelter security, mass feeding support elements and contracts, transportation elements should the need arise to transport evacuees exceeding the shelter's capability to provide for emergency sheltering.

Definitions:

ARC – American Red Cross
BCAS – Beaufort County Animal Services
BDSN – Board of Disabilities and Special Needs (County or State Office)
CTN -
EMD – Emergency Management Division
EOC – Emergency Operations Center
ESF – Emergency Support Function
FEMA – Federal Emergency Management Administration
IMAT – Incident Management Assistance Team
JARM – Jasper Animal Rescue Mission
JCSD – Jasper County School District
JFO – Joint Field Office
LNO – Liaison Officer
MASTT – Multi-Agency Shelter Transition Team(s)
MCSTF – Mass Care Sheltering Task Force
MFTF – Mass Feeding Task Force
PHP – Public Health Preparedness (A Division of SCDHEC)
TSA- The Salvation Army
SCDSS – South Carolina Department of Social Services (County Office or State Office reference)
SCDHEC- South Carolina Department of Health and Environmental Control
SMN(S) – Special Medical Need (Shelter)
VOAD – Voluntary Organizations Active in Disasters

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

WHEREAS, Beaufort County (County), the Town of Hilton Head Island (Town), the FAA, and St. James Baptist Church (Church) all agree that: 1) it is prudent to relocate the Church away from the end of the Hilton Head Island Airport Runway; 2) to partner together in the practical sense (but not the legal sense) to effect the relocation; 3) Staff has done an outstanding job developing and completing a proposal for this Project; and 4) it is now time for the respective parties to engage the FAA regarding funding; and

WHEREAS, the County and the Town have committed up to \$300,000 on a 50/50 basis (\$150,000 each) to fund the work which has been necessary to develop the Project and understand that they will be funding the Project with FAA reimbursement at an undetermined point in time in the future, perhaps 3-5 years; and

WHEREAS, the FAA 1) welcomes an opportunity to comment on the proposed budgets; 2) cautions that it typically reimburses Projects on a “like for like” basis; 3) has indicated that submission of a larger amount will not prejudice a subsequent request; and 4) advises that it can consider reimbursement requests for greater than a “like for like” basis in extenuating circumstances and provided the requests are reasonable; and

WHEREAS, the Church 1) has developed a plan and a budget with the assistance of the County and Town; 2) the Sanctuary and Fellowship Hall as designed exceed what the County understands to be the FAA’s “like for like”; 3) agrees to provide a justification for these two larger facilities to accompany the submission to the FAA; and 4) asks County to submit the plans and budget to the FAA for comment; and

WHEREAS, the Town is providing five acres of land which it proposes to be reimbursed for at the present appraised value. It has not committed to any funding beyond its share of the initial development funding referred to above (\$150,000). It also asks County to submit the plans and budget to the FAA for comment; and

WHEREAS, the County has not discussed how the Town’s land which is to used for the Project should be valued nor has it committed to any funding beyond its share of the initial development funding referred to above (\$150,000); and

WHEREAS, all the parties agree that that plans and budget which are to be forwarded to the FAA at this time are not a formal submission endorsed by the County because such a submission would be an inherent agreement which would bind the County, as the airport sponsor, to fund the Project if accepted by the FAA; and

WHEREAS, the County and the Town will have to execute an agreement before making a formal submission to the FAA; and

WHEREAS, the County Staff and Council Members who serve on the development committee agree it is time to engage with the FAA by requesting its review of the proposed plans and budget.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council authorizes the Administration to forward the St. James Baptist Church’s plans and budget of \$5.8 million to the FAA for comment as to FAA participation in funding the Project as requested by the Church and the Town subject to including a compelling justification by the Church for the larger Sanctuary and Fellowship Hall.

Adopted this _____ day of _____, 2020.

BEAUFORT COUNTY COUNCIL

Joseph Passiment, Chairman

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov

John J. McCann
Mayor

July 24, 2020

William D. Harkins
Mayor ProTem

The Honorable Joe Passiment, Chairman
Beaufort County Council
Post Office Drawer 1228
Beaufort SC 29901

Council Members

David Ames
Tamara Becker
Marc A. Grant
Thomas W. Lennox
Glenn Stanford

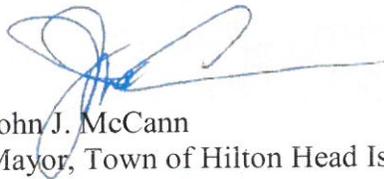
Dear Chairman Passiment,

Stephen G. Riley
Town Manager

The Town and Beaufort County have been working with representatives of St. James Church to develop initial plans and costs estimates for building a new facility and moving Cherry Hill School to a new site. This effort followed a positive vote by members of the church to support this relocation. These efforts have included undertaking due diligence to understand site limitations and opportunities, preparing initial site and architectural plans and estimated costs, and developing a costs estimate to move the school. These initial costs estimates have been finalized and are ready to be sent to the Federal Aviation Administration (FAA) for their initial input.

During the Town Council meeting held on July 21, 2020, Town Council voted unanimously to endorse moving these estimates forward to the FAA. In the spirit of continued cooperation, which has been the foundation for this effort throughout this process, I respectfully request that County Council consider supporting this recommendation and submit the information to the FAA for their review and input.

Sincerely,



John J. McCann
Mayor, Town of Hilton Head Island

Cc: Larry McElynn, Beaufort County Council
Ashley Jacobs, Beaufort County Administrator
Eric Greenway, Beaufort County Director of Community Development
Jon Rembold, Beaufort County Airports Director
Glenn Stanford, Town Council, Hilton Head Island
Blewitt Wright, St. James Representative
Edward Stokes, St. James Representative
Chester C. Williams, Esq.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Lease extension for courthouse parking lot

Council Committee:

Finance Committee

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Kurt Taylor, County Attorney

Issues for Consideration:

The county has leased a privately-owned parking lot adjacent to the old courthouse for use by persons doing business in the building. The lease expires June 30. An RFP seeking proposals for use of the courthouse is on the street and responses are requested by July 15. The owner of the parking lot has agreed to a short-term renewal of the lease while the county determines what to do with the courthouse. The renewal would last until September 30, at a cost of \$8333. If desired, the lease can be extended after that.

Points to Consider:

The future use of the courthouse is uncertain. Extending the lease for two months, with an option to extend further, will give us time to determine to the future use the property.

Funding & Liability Factors:

Cost is \$8333 for two months.

Council Options:

Approve, modify, or reject

Recommendation:

Staff recommends Council approve the short term lease renewal.

STATE OF SOUTH CAROLINA)
) GROUND LEASE EXTENSION AND OPTION
COUNTY OF BEAUFORT)

This ground lease extension ("Lease Extension") is made effective July 1, 2020, between the G.G. Dowling Family Partnership, LLC (Lessor), whose address is c/o G. Geddes Dowling, P.O. Box 1145, Beaufort, S.C. 29901-1145, and The County of Beaufort, South Carolina (Lessee), whose address is c/o County Administrator, P.O. Drawer 1228, Beaufort, S.C. 29901.

WITNESS:

WHEREAS, Lessor is the owner of two parcels of undeveloped land in the City of Beaufort, Beaufort County, South Carolina consisting of approximately 0.88 acres, which are suitable for the Lessee's purposes (the "Leased Premises"); and

WHEREAS, Lessee and Lessor have been parties to that certain lease agreement dated October 1, 2014 regarding the Leased Premises for the purpose of constructing and occupying a surface parking lot; and

WHEREAS, the initial term of the lease expires June 30, 2020; and

WHEREAS, the parties wish to extend the lease for a brief term, with the possibility of further extensions,

NOW, THEREFORE for and in consideration of the sum of the rent to be paid by Lessee to Lessor, the covenants and agreements, and for other good and valuable consideration, the receipt and legal sufficiency of which both parties acknowledge, the Lessee and Lessor agree as follows:

SECTION 1. initial extension

The parties agree that the lease shall be extended from July 1, 2020 until August 30, 2020, for a sum of \$8333.

Section 2. Option for subsequent extensions.

The parties agree that the County shall have the option to extend the term of the lease for subsequent periods to be agreed to by the parties, at a rent of \$4166.50 per month.

IN WITNESS WHEREOF, the parties have executed this agreement, effective on the date specified above.

Witness:

Lessor:

Lessee:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation for FY 2021 Contract Renewals

Council Committee:

Finance Committee and County Council

Meeting Date:

July 13, 2020

Committee Presenter (Name and Title):

Dave Thomas, CPPO, Purchasing Director

Issues for Consideration:

To improve our process for renewing annual contracts a summary sheet (see the attached excel sheet) is provided for your committee's review and approval. The summary sheet provides the vendor name, purpose, requesting department, account name and number, prior and current contract cost, term, and remarks. The Department Head responsible for the contract or their representative will be available for questions during the committee meeting.

Points to Consider:

1. This renewal was reported to the Finance Committee on 15 June 2020 and the County Council on 22 June 2020. It was passed by both for \$60,000. This number did not include additional costs as we did not have all of the information we needed from the department. The total cost for the year for this contract is \$215,330.00.
2. Fuel prices change daily based on the current market. We purchase the fuel at whole sale prices and offer the fuel to the public at a higher rate to cover cost.

Funding & Liability Factors:

See the attached Excel Summary Sheet covering contracts 1-2.

Council Options:

Approve or disapprove the contract renewals.

Recommendation:

The Purchasing Department recommends that the Finance Committee and Council approve the contract renewals (Item 1-2) as stated in the attached summary.



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 Hervocho, Chairman, Finance Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: Contract Renewal
Recommendation for FY 2021 Contract Renewals

DATE: 07/13/2020

BACKGROUND:

To improve our process for renewing annual contracts, please see the attached summary sheet for your committee's review and approval. The summary sheet provides the vendor name, purpose, department, account name and number, prior and current contract cost, term, and remarks. The department head responsible for the contract, or their representative, will be available during the committee meeting to answer questions.

VENDOR INFORMATION:

See attached

COST:

See attached

Insert Addition Vendor Info.

FUNDING:		
	10001152-51110	\$215,330
	51000011-58000	\$240,000

Funding approved: Yes By: raymond.williams Date: 07/01/2020

FOR ACTION: Finance Committee meeting occurring July 13, 2020.

RECOMMENDATION:

The Purchasing Department recommends that the Finance Committee approve and recommend to County Council, approval of the contract renewals (Items 1 and 2) as stated in the attached summary.

Attachment: ContRenew.pdf
995.5 KB

[Click here to attach a file](#)

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 07/01/2020

Check to override approval: Overridden by: _____

Override Date: _____

Raymond Williams, Finance Director

Approved: Yes Date: 07/01/2020

Item 26.

Monica Spells, Assistant County Administrator, Civic Eng	Approved: Select...	Date:	
Check to override approval: <input checked="" type="checkbox"/> Overridden by: dthomas	Override Date: 07/01/2020	ready for admin: <input checked="" type="checkbox"/>	
Daniel Morgan, Director, Mapping and Applications Dep	Approved: Yes	Date: 07/01/2020	
Check to override approval: <input type="checkbox"/> Overridden by:	Override Date:	ready for admin: <input checked="" type="checkbox"/>	
Jon Rembold, Director, Airports Department	Approved: Yes	Date: 07/01/2020	
Check to override approval: <input type="checkbox"/> Overridden by:	Override Date:	ready for admin: <input checked="" type="checkbox"/>	

CC others

Approved by Committee:

Approved by Council:

After Initial Submission, Use the Save and Close Buttons



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

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: **Recommendation for FY 2021 Contract Renewals**
DATE: July 13, 2020

To improve our process for renewing annual contracts, please see the attached summary sheet for your committee's review and approval. The summary sheet provides the vendor name, purpose, department, account name and number, prior and current contract cost, term, and remarks. The Department Head responsible for the contract or their representative will be available during the committee meeting to answer questions during.

FOR ACTION: Finance Committee meeting occurring July 13, 2020.

RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approve and recommend to County Council, approval of the contract renewal (Item 1-2) as stated in the attached summary.

CC: Ashley Jacobs, County Administrator
 Monica Spells, Assistant County Administrator,
 Raymond Williams, Finance Director
 Jon Rembold, Director of Airports
 Dan Morgan, Director of Mapping and Applications

Att: Contract Renewal Summary List

	Vendor	Purpose	Department	Account	FY 20 Cost	FY21 Cost	Term (Beg/End)
1	Manatron (Aumentum)(Thomson Reuters) (Now Harris) Chicago, Illinois	Property Assessment and Tax Software and Support for the Assessor, Auditor and Treasurer's Offices	Assessor Auditor Treasurer	Maintenance Contracts 10001152-51110	\$207,043.97	\$215,330.00	7/1/2020 thru 6/30/2021
This renewal was reported to the Finance Committee on 15 June 2020 and the County Council on 22 June 2020. It was passed by both for \$60,000. This number did not include additional costs as we did not have all of the information we needed from the department. The total cost for the year for this contract is \$215,330.00.							
2	Titan Aviation	AVGAS and Jet Fuel for Resale	Lady's Island Airport	Purchases - Fuels 51000011-58000	\$276,845.17 (Est)	\$240,000.00	7/01/2020 to 6/30/2021
Gas price varies daily. Can only estimate costs We purchase the fuel at whole sale prices and offer the fuel to the public at a higher rate to cover cost.							

Dan Morgan

Jon Rembold

Moyer, Victoria

From: Morgan, Daniel
Sent: Monday, June 29, 2020 9:39 AM
To: Moyer, Victoria; Polite, Shakeeya; Smith, Joanne
Cc: Thomas, Dave
Subject: RE: Beaufort SC Aumentum Invoice

Victoria,

Good morning. The cost increase is due to typical programming and upgrade costs. This increase is typically 3%-5% each year and is in line with previous year increases.

If you have any further questions please let me know.

Best regards,
 Dan

From: Moyer, Victoria
Sent: Monday, June 29, 2020 8:43 AM
To: Polite, Shakeeya; Morgan, Daniel; Smith, Joanne
Cc: Thomas, Dave
Subject: FW: Beaufort SC Aumentum Invoice

Good Morning

I am working on getting the contract back in front of Committee and Council. I found that the FY20 cost was \$207,043.97 and the cost for FY21 is \$215,330.00

I will need to explain the cost increase for the new FY. Please give me some assistance with this.

Thank you

Victoria Moyer
 Contracts Specialist
 Beaufort County
 Purchasing Department
 843-255-2295 O
 843-812-1020 C

From: Smith, Joanne <joanner@bcgov.net>
Sent: Monday, June 29, 2020 7:20 AM
To: Moyer, Victoria <victoria.moyer@bcgov.net>
Subject: FW: Beaufort SC Aumentum Invoice

Good morning,

I think I promised this to you!!??

Invoice No. MN0000001219
 Date 6/25/2020
 Due Date 6/25/2020
 Customer No. 4007000
 Page 1 of 1



Bill To

BEAUFORT COUNTY ADMINISTRATION
 JOSHUA GRUBER ADMIN/DAN MORGAN IT
 100 RIBAUT RD
 BEAUFORT, SC 29901-1228
 United States

Ship To

BEAUFORT COUNTY ADMINISTRATION
 100 RIBAUT RD
 BEAUFORT, SC 29901-1228
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency	
		Start of Maint Period	HARRIS-US\$	
Item No	Description	Quantity	Unit Price	Amount
AUMTAX-S	Aumentum Tax System Support: July 2020 to June 2021	1.00	122,661.00	122,661.00
AUMAA-S	Aumentum Assmt Admin Spt-Included: July 2020 to June 2021	1.00	0.00	0.00
AUMPP-S	Aumentum Personal Prop Admin Spt-Included: July 2020 to June 2021	1.00	0.00	0.00
AUMRECEE-S	Aumentum Records Admin Enterprise Spt-Included: July 2020 to June 2021	1.00	0.00	0.00
PAPP-S	ProVal Plus Support: July 2020 to June 2021	1.00	42,007.00	42,007.00
GEOANALYST-S	GeoAnalyst Support: July 2020 to June 2021	1.00	8,386.00	8,386.00
PROPERTYMAX-S	Valuation eGOV System Spt: July 2020 to June 2021	1.00	9,528.00	9,528.00
PROPERTYMAX-DATA-S	PropertyMax Data Extract Spt: July 2020 to June 2021	1.00	6,352.00	6,352.00
WEBHOSTPROPERTY-S	Webhosting of Property Sites: July 2020 to June 2021	1.00	5,293.00	5,293.00
COLLECTMAX-S	TAX eGov System Spt: July 2020 to June 2021	1.00	9,528.00	9,528.00
COLLECTMAX-DATA-S	CollectMax Data Extract Support: July 2020 to June 2021	1.00	6,352.00	6,352.00
WEBHOSTCOLLECT-S	Tax eGov Hosting Support: July 2020 to June 2021	1.00	5,223.00	5,223.00

Subtotal	215,330.00
Misc	0.00
Taxes	0.00
Freight	0.00
Total	215,330.00

Remit To:
 Aumentum Technologies,
 a division of Manatron, Inc.
 PO Box 74007259
 Chicago, IL 60674-7259



Invoice Questions? Please call or email Renee Fuller at +1-269-388-2616 or Renee.Fuller@AumentumTech.com

Thank you for your business!

Moyer, Victoria

From: Rembold, Jon
Sent: Wednesday, June 3, 2020 2:21 PM
To: Moyer, Victoria; Thomas, Dave
Subject: RE: FINANCE COMMITTEE SHEET

We're requesting \$240,000 – reduced from our initial number of \$300,000 due to the sagging business from COVID-19.

Do you need more than that?

R/

Jon Rembold, C.M.
 Airports Director

From: Moyer, Victoria <victoria.moyer@bcgov.net>
Sent: Wednesday, June 3, 2020 1:20 PM
To: Rembold, Jon <jrembold@bcgov.net>; Thomas, Dave <dthomas@bcgov.net>
Subject: RE: FINANCE COMMITTEE SHEET

This is for FY21

Victoria Moyer
 Contracts Specialist
 Beaufort County
 Purchasing Department
 843-255-2295 O
 937-838-7511 C

From: Rembold, Jon <jrembold@bcgov.net>
Sent: Wednesday, June 3, 2020 1:14 PM
To: Thomas, Dave <dthomas@bcgov.net>
Cc: Moyer, Victoria <victoria.moyer@bcgov.net>
Subject: RE: FINANCE COMMITTEE SHEET

Is there any chance you have what we did last year? I had Joel do a lot of that...and it's on my desk now. With a little shove, I think I can get it done. 😊

R/

Jon Rembold, C.M.
 Airports Director

From: Thomas, Dave <dthomas@bcgov.net>
Sent: Tuesday, June 2, 2020 2:47 PM
To: Rembold, Jon <jrembold@bcgov.net>



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg 3—Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Rick Caporale, Chairman, Finance Committee
FROM: Dave Thomas, CPPO, Purchasing Director *DT*
SUBJ: Contract Award Recommendation for RFP # 060614 Aviation Fuel Services for Lady's Island Airport, Beaufort County
DATE: June 23, 2014

BACKGROUND: Beaufort County issued a Request for Proposals (RFP) in May 2014 to vendors capable of providing Aviation Fuel Services. The County operates the fixed base operation and sells approximately 44,000 gallons of aviation gasoline and 38,000 gallons of jet fuel per year. The fuel is stored in two 12,000 gallon storage tanks and dispensed from a 1,000 gallon avgas refueler and a 3,000 gallon jet refueler. The current fuel supplier, Eastern Aviation Fuels, Inc., has satisfactorily supplied Shell branded fuels to the airport for the past five years and the current contract will expire in June 30, 2014. On June 6, 2014 only one proposal was received and it was from Eastern Aviation Fuels, Inc. On June 12, 2014 a staff evaluation committee reviewed and evaluated their proposal and determined it to be a fair and reasonable response. Eastern Aviation Fuels, Inc. will upgrade the avgas refueler to a later model with no increase in lease fees, provide \$1,500 for uniforms and \$2,000 in fuel farm upgrades. They will continue to provide maintenance support, training, advertising, and will support the Beaufort County Airport annual event.

VENDOR INFORMATION:

Estimated Cost

Eastern Aviation Fuels, Inc., New Bern, NC (Shell Aviation Fuels)	\$1,080,000*
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*The estimated annual cost per year is \$360,000 times a three (3) year initial contract term for a total estimated cost of \$1,080,000.

FUNDING: Account # 51000011-58000, Lady's Island Airport Operations – Purchases-Fuels/Lubes

FOR ACTION: Finance Committee meeting on June 23, 2014

RECOMMENDATION: The Finance Committee approves the purchase of Aviation Fuels from Eastern Aviation Fuels, Inc., and recommends to County Council the approval of the contract award to the aforementioned vendor for a total contract price of \$1,080,000, effective July 1, 2014 for an initial three (3) year term ending June 30, 2017 with two one-year extension options at the sole discretion of the County for a potential five (5) year contract.

CC: Gary Kubic, County Administrator
Bryan Hill, Deputy Administrator
Alicia Holland, Chief Financial Officer
Jon Rembold, Director of Airports *JR*
Joel Phillips, Lady's Island Airport Manager *JF*



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Appointment of Beaufort Jasper Water and Sewer Authority

Committee:

Natural Resources Committee

Meeting Date:

August 10, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Appointment of Robert McFee

Points to Consider:

Enter Text Here

Funding & Liability Factors:

Enter Text Here

Council Options:

Approve, Modify, or Reject

Recommendation:

Enter Text Here



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
- 1 Beaufort County Transportation
- Beaufort-Jasper Economic Opportunity
- 2 Beaufort-Jasper Water & Sewer
- 3 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: 6.8.2020 NAME: Robert McFee

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: Civil Engineer

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

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

MAILING ADDRESS: Same 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? _____

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

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

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

Applicant's Signature: _____

**Beaufort County Planning Commission
Supplemental Application Questionnaire**

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

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

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

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

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

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

Home: [REDACTED] – Cell: [REDACTED] – [REDACTED]

WORK HISTORY

09/2014 to 03/2020

Division Director, Engineering, Construction and Facilities

Beaufort County – *Beaufort, South Carolina*

- Served as a member of Management team, making large-scale strategic decisions regarding program budgets, financial feasibility, transparency, scope of county services and contracts based on state law, adopted plans and policy directives of County Council and MPO
- Actively initiated and led planning coordination and collaboration with diverse communities and municipal governments for land use, parks, economic development and other infrastructure.
- Successfully delivered over \$470 million capital and recurring program obligations since 2010.
- Have ensured Division compliance with all applicable codes, comprehensive plans, laws and financial reporting standards for all Division programs
- Secured over \$62 million in competitive grants for infrastructure improvements
- I prepared, and/or approve/evaluated solicitations, contracts, employee actions, financial data, department budgets, Intergovernmental Agreements, Development Agreements, Memorandums of Understanding, ROW acquisitions, executive summaries, audits and other documents/studies submitted to or presented to County Council/Commissions/Advisory boards as well as State and Federal agencies. Coordinate with federal, state and local elected officials.

08/2008 to 09/2014

Director of Public Services

Beaufort County – *Beaufort, South Carolina*

- Supervised all operations of Public Works, Airports, Facilities, Grounds, Solid Waste, Engineering, Traffic Engineering, Stormwater Utility and county One cent transportation referendum program for one of the fastest growing counties in the US.
- Participated in audits and grant programs for all departments and policy initiatives.
- Increased staff productivity by 28% and reduced staffing levels and project costs by implementing innovative project delivery methods and value engineering.
- Collaborated with municipalities on renewable energy projects resulting in savings of over 30%
- Implemented energy conservation building designs reducing facility energy costs in new or repurposed facilities by over 35%

03/1987 to 08/2008

Resident Engineer/Project Coordinator

SCDOT

Served in numerous capacities ultimately acting as the primary representative of the SCDOT across a 3 county region containing over 430,000 residents and 11 jurisdictions

- Collaborated with members of the city planning staffs, engineering, utilities, other public agencies and private organizations. Improved project delivery and minimized disruption via coordination
- Developed annual personnel budget and expenditure plans
- Assisted in planning and execution of major infrastructure projects
- Duties included responsibility for all personnel actions, unit planning and budgeting
- Fostered a climate of collaboration between the general public, local municipalities, the SCDOT and legislative delegation members to better address citizens' complaints and requests for information and services

Past Chairman of numerous Boards and Committees including Lady's Island Business and Professional Association, Beaufort Jasper Utility Coordination Committee, Technical Advisory Committee for the Technical College of the Lowcountry, LCOG Technical advisory Committee and Fallen Officers Memorial Beaufort County

EDUCATION

BS Civil Engineering

University of South Carolina – *Columbia, South Carolina*

Registered Professional Engineer

Masters Public Administration

Keller Graduate School of Management—*Atlanta, Georgia*



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee

Council Committee:

Public Facilities Committee

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Brittany Ward, Beaufort County Deputy Attorney

Issues for Consideration:

Amendment to Ordinance 2015/8 to adjust the road use fee with a value as established in Beaufort County Ordinance Section 2-437(b) Assessments which currently states, "The auditor is directed to add a uniform charge per vehicle of \$16.50 per annum to all motorized licenses vehicles subject to the taxes in the county beginning with tax notices which become due and each month thereafter."

Points to Consider:

In March 2015, Ordinance 2015/8 increased the road maintenance fee on all vehicles from \$10.00 to \$16.50. The amendment establishes a consistency with data on the tax bills changing in accordance with information provided from South Carolina Revenue and Fiscal Affairs office. The fee shall be evaluated yearly and the value shall be established in the annual County Operation Budget Ordinance.

Funding & Liability Factors:

N/A

Council Options:

Approve Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee; or Disapprove Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee.

Recommendation:

Approve Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee.

2020/_____

AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE

WHEREAS, in 1993 Beaufort County Council (“Council”) adopted Ordinance 93/20 establishing the road use fee on all vehicles which are domiciled and garaged in Beaufort County (“County”) and thereby use the roadways and bridges owned and maintained by the County and the State; and

WHEREAS, the County owns and maintains hundreds of miles of roadways and bridges for the safety and welfare of its citizens and for access and egress to residential and business activities and for emergency evacuation all which serve the best interest, welfare, and safety of the citizens of the County; and

WHEREAS, all citizens who own and operate motor vehicles principally housed and garaged in the County enjoy the benefits provided by the ownership and maintenance of such roads by the County; and

WHEREAS, such ownership and maintenance of roadways is a tremendous expense to the citizens of the County and such expense should be borne principally by the owners and operators of motor vehicles in the County; and

WHEREAS, it is deemed appropriate by Council to amend the terms establishing and assessing the road use fee; and

WHEREAS, terms that are underscored shall be added text and terms that are stricken through shall be deleted; and

WHEREAS, Beaufort County Council has determined based on the aforementioned reasons that it is in the best interest of its citizens to acknowledge the amendments in road use fees as provided herein.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council to amend the road use fee and does hereby amend the Beaufort County Ordinance (Ordinance 2015/8) as follows:

Sec. 2-437. - Road use fee.

- (a) *Established.* There is established a road use fee on all motorized licensed vehicles required by the state to be licensed, which are carried on the tax records of the county. Any person owning such vehicle shall be subject to and shall pay, in addition to any other licensing fees and taxes, a ~~the sum of \$16.50~~ per vehicle per annum ~~or such adjusted value to reflect the one year percentage increase if any, in~~

~~the Consumer Price Index~~ road use fee with a value as established in Beaufort County Ordinance Section 2-437(b).

(b) *Assessments.* The auditor ~~is directed to~~ shall add a uniform charge per vehicle of ~~\$16.50 per annum~~ to all motorized licensed vehicles subject to the taxes in the county beginning with tax notices which become due and each month thereafter. The charge of ~~\$16.50 so added~~ shall become due and payable at the time other personal property taxes become due and payable. The fee shall be evaluated yearly and the value shall be ~~adjusted to reflect the one-year percentage increase, if any, as established in the Consumer Price Index~~ established in the annual County Operation Budget Ordinance.

DONE this ___ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
First Reading:
Second Reading:
Public Hearing:
Third and Final Reading: