



## Public Facilities and Safety Committee Beaufort County, SC

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

Monday, March 25, 2024  
3:00 PM

### AGENDA

#### COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN  
THOMAS REITZ  
ANNA MARIA TABERNIK

DAVID P. BARTHOLOMEW, VICE-CHAIRMAN  
PAULA BROWN  
JOSEPH F. PASSIMENT, EX-OFFICIO

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
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- February 26, 2024
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**  
*Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.*
7. ASSISTANT COUNTY ADMINISTRATOR REPORT - *Detention Center Update by Col. Quandara Grant, Beaufort County Detention Center Director*

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### AGENDA ITEMS

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- [8.](#) RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE AMENDING CHAPTER 99 STORMWATER MANAGEMENT, ARTICLE II STORMWATER MANAGEMENT UTILITY SECTIONS 110, STORMWATER SERVICE FEE BILLING, DELINQUENCIES AND COLLECTIONS; AND 113, ENFORCEMENT AND PENALTIES OF THE BEAUFORT COUNTY CODE OF ORDINANCES - *Brian Hulbert, Deputy County Attorney*

9. RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE AMENDING ORDINANCE 2023/32 AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE - *Brian Hulbert, Deputy County Attorney*
10. RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION, ARTICLE VII FINANCE, DIVISION 2 FEES AND SERVICE CHARGES GENERALLY, SECTION 2-437 ROAD USE FEE OF THE BEAUFORT COUNTY CODE OF ORDINANCES - *Brian Hulbert, Deputy County Attorney*
11. RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES PURSUANT TO A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND CHEROKEE BEAUFORT, LLC - *Jared Fralix, Assistant County Administrator & Neil Desai, Public Works Director*
12. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AND AN INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND HILTON HEAD ISLAND FOR WILLIAM HILTON PARKWAY SAFETY AND PEDESTRIAN IMPROVEMENTS (**FISCAL IMPACT: not to exceed amount of \$600,000 to be funded from the Hilton Head Island/Daufuskie Island Road Impact Fees account 2300-30-0000-54500-12300 with a remaining balance of \$800,000. The Town shall submit paid invoicing documentation to the County for reimbursement**) - *Jared Fralix, Assistant County Administrator*
13. RECOMMEND APPROVAL TO COUNCIL FOR A REQUEST TO PURCHASE 48 RECYCLING ROLL-OFF CONTAINERS (\$408,530). (**FISCAL IMPACT: Per the original ARPA ordinance (2022/06), \$2,000,000 of ARPA funds were allocated to Solid Waste & Recycling. Those funds have already been transferred to the Solid Waste Enterprise Fund and the funds have been divided into separate line items within the Solid Waste account. The quote for the purchase of these containers is for \$408,530. The remaining Solid Waste & Recycling ARPA funds will be \$1,591,470. The funding for this item is from account the Solid Waste & Recycling non-capital equipment account: 5010-90-1340-52600 with an available balance of \$408,747.01**) - *Jared Fralix, Assistant County Administrator & Neil Desai, Public Works Director*
14. RECOMMEND APPROVAL OF REQUEST TO PURCHASE QTY-13 WASTE COMPACTOR UNITS FOR BEAUFORT COUNTY CONVENIENCE CENTERS (**FISCAL IMPACT: \$624,021.42**) - *Jared Fralix, Assistant County Administrator & Neil Desai, Public Works Director*

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#### EXECUTIVE SESSION

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15. PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO ENGAGE IN DISCUSSIONS AND NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS (EXECUTIVE SEARCH)
16. MATTERS ARISING OUT OF EXECUTIVE SESSION
17. ADJOURNMENT

**TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:**

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>



## Public Facilities and Safety Committee Beaufort County, SC

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

Monday, February 26, 2024  
3:00 PM

### MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/298750>

#### 1. CALL TO ORDER

Committee Chairman Cunningham called the meeting to order at 3:12pm.

#### PRESENT

Committee Chair Logan Cunningham  
Committee Vice-Chair David Bartholomew  
Ex-Officio Joseph Passiment  
Council Member Paula Brown  
Council Member Thomas Reitz  
Council Member Anna Maria Tabernik  
Council Member Gerald Dawson  
Council Member York Glover  
Council Member Alice Howard  
Council Member Mark Lawson

#### ABSENT

Council Member Lawrence McElynn

#### 2. PLEDGE OF ALLEGIANCE

Committee Chair Cunningham led the Pledge of Allegiance.

#### 3. FOIA

Committee Chair Cunningham noted 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**

**Motion:** It was moved by Vice-Chairman Bartholomew, Seconded by Council Member Brown, to approve the agenda.

**The Vote** - Motion was approved without objection.

5. **APPROVAL OF MINUTES- January 22, 2024**

**Motion:** It was moved by Ex-Officio Passiment, Seconded by Council Member Tabernik, to approve the minutes of January 22, 2024.

**The Vote** - Motion was approved without objection.

6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

There were no citizen comments.

7. **ASSISTANT COUNTY ADMINISTRATOR REPORT- Jared Fralix**

Please watch the video stream available on the County's website to view the full update.

<https://beaufortcountysc.new.swagit.com/videos/298750?ts=139>

Assistant County Administrator, Infrastructure, Jared Fralix gave an update on transportation projects and public works and airport projects. Mr. Fralix also gave a brief update on Bluffton Parkway.

8. **2018 ONE CENT TRANSPORTATION SALES TAX UPDATE - Brittane Bishop, Program and Finance Manager**

Please watch the video stream available on the County's website to view the full update.

<https://beaufortcountysc.new.swagit.com/videos/298750?ts=891>

In 2018, the citizens of Beaufort County voted to impose a 4 year, \$120M referendum for transportation projects. The projects are as follows: US 278 Corridor Traffic Improvements Lady's Island Corridor Traffic Improvements Sidewalks and Multi-Use Pathways

Mr. Fralix and Mrs. Bishop gave an update on projects associated with the 2018 One Cent Transportation Sales Tax.

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**AGENDA ITEMS**

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9. **RECOMMEND APPROVAL TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR BEAUFORT COUNTY TRANSPORTATION PROGRAM PROJECTS.**

**Motion:** It was moved by Ex-Officio Passiment, Seconded by Council Member Glover to recommend approval to enter into an intergovernmental agreement between Beaufort County and the South Carolina department of transportation for Beaufort County transportation program projects.

**The Vote** - Motion approved without objection.

10. **RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT THE TRANSPORTATION ALTERNATIVE SET ASIDE PROGRAM FUND GRANT FROM THE US DEPARTMENT OF TRANSPORTATION'S FEDERAL HIGHWAY ADMINISTRATION (FHWA) IN THE AMOUNT OF \$1,177,868,.71 FOR THE ALLJOY ROAD SIDEWALK PROJECT**

**Motion:** It was moved by Ex-Officio Passiment, Seconded by Council Member Glover to recommend approval of a resolution to accept the transportation alternative set aside program fund grant from the us department of transportation's federal highway administration (FHWA) in the amount of \$1,177,868,.71 for the Alljoy road sidewalk project.

**The Vote** - Motion was approved without objection.

11. **REQUEST FOR PRIVATE ROAD ACCEPTANCE OF SCHEPER LANE INTO THE COUNTY ROAD INVENTORY**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Tabernik to approve REQUEST FOR PRIVATE ROAD ACCEPTANCE OF SCHEPER LANE INTO THE COUNTY ROAD INVENTORY.

**Discussion:** Council Member Dawson asked Mr. Desai to verify if the ordinance says it requires six or seven residents on the road to give consent for the road to be taken into the county system.

Council Member Glover asked if the road will be a county or state road. If it is accepted, it will be a county road.

Committee Chair Cunningham asked what's the reasoning behind taking over this road. He also stated that if the reasoning was because of the deterioration of the road due to buses, then it makes sense that it's the responsibility of the county.

Council Member Lawson agreed that in the past it has been the position to not take over any private roads but, in this case, it is for the benefit of the school and the traffic.

**The Vote** - Motion passed without objection.

12. **ADJOURNMENT**

The Committee Chair adjourned the meeting at 4:13pm.

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Ratified:



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
AN ORDINANCE AMENDING CHAPTER 99 STORMWATER MANAGEMENT, ARTICLE II STORMWATER MANAGEMENT UTILITY SECTIONS 110, STORMWATER SERVICE FEE BILLING, DELINQUENCIES AND COLLECTIONS; AND 113, ENFORCEMENT AND PENALTIES OF THE BEAUFORT COUNTY CODE OF ORDINANCES.
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee March 25, 2024
<b>PRESENTER INFORMATION:</b>
(Deputy County Attorney Brian Hulbert) (5 minutes)
<b>ITEM BACKGROUND:</b>
Staff has become aware of a need to clarify language in our stormwater ordinance to make it more clear what properties in Beaufort County are subject to stormwater fees. There is a requirement to clarify the language addressing penalties for late payment and when they are imposed. The maximum penalty which may be imposed for a violation is also being amended to keep it within the jurisdictional maximum allowed under state law for a local ordinance which is prosecuted in magistrate court.
<b>PROJECT / ITEM NARRATIVE:</b>
Amend the stormwater ordinance to make the penalty language more clear and to amend the maximum penalty which may be imposed for a violation which is adjudicated in the magistrates court.
<b>FISCAL IMPACT:</b>
<i>There would be no direct fiscal impact on the County.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Ordinance Amendments.
<b>OPTIONS FOR COUNCIL MOTION:</b>
(Move forward to Council for Approval/Adoption or to not Approve on March 25, 2024)

ORDINANCE 2024/ \_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 99 STORMWATER MANAGEMENT, ARTICLE II STORMWATER MANAGEMENT UTILITY SECTIONS 110, STORMWATER SERVICE FEE BILLING, DELINQUENCIES AND COLLECTIONS; AND 113, ENFORCEMENT AND PENALTIES OF THE BEAUFORT COUNTY CODE OF ORDINANCES**

**WHEREAS**, Chapter 99, Article II Stormwater Management Utility was adopted on August 27, 2001 and was thereafter amended on August 22, 2005, September 28, 2015, September 26, 2016, May 26, 2020, January 11, 2021, and on January 10, 2022; and

**WHEREAS**, Stormwater Management Utility was established for the purpose of managing, acquiring, constructing, protecting, operating, maintaining, enhancing, controlling, and regulating the use of stormwater drainage systems in the county; and

**WHEREAS**, The Stormwater Management Utility ordinance needs to be amended to more clearly reflect the imposition of penalties for late and delinquent payments of the fees and the maximum penalty which may be assessed by a magistrate for a violation; and

**WHEREAS**, staff now wishes to amend Chapter 99, Article II to clarify the imposition of penalties for late and delinquent payments of the fees and the maximum penalty which may be assessed by a magistrate for a violation.

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

Chapter 99, Stormwater Management, Article II Stormwater Management Utility which appears in Beaufort County Code of Ordinances is hereby amended to reflect the language as depicted in exhibit A.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

\_\_\_\_\_  
Sarah w. Brock, JD, Clerk to Council

**Sec. 99-110. Stormwater service fee billing, delinquencies and collections.**

- (a) *Method of billing.* A stormwater service fee bill may be attached as a separate line item to the county's property tax billing or may be sent through the United States mail or by alternative means, notifying the customer of the amount of the bill, ~~The the~~ date the fee is due is thirty days after the mailing of the fee notice or January 15, whichever occurs later. (January 15), and the date when past due (March 17 – see Title 12, Section 45-180 of the South Carolina State Code). The stormwater service fee bill may be billed and collected along with other fees, including, but not limited to, the Beaufort County property tax billing, other Beaufort County utility bills, or assessments as deemed most effective and efficient by the Beaufort County Council. Failure to receive a bill is not justification for non-payment. Regardless of the party to whom the bill is initially directed, the owner of each parcel of land shall be ultimately obligated to pay such fees and any associated fines or penalties, including, but not limited to, interest on delinquent service fees. If a customer is under-billed or if no bill is sent for a particular property, Beaufort County may retroactively bill for a period of up to one year, but shall not assess penalties for any delinquency during that previous unbilled period.
- (b) *Declaration of delinquency.* ~~A stormwater service fee shall be declared delinquent if not paid within 60 days of the date of billing, or upon the date (March 17) of delinquency of the annual property tax billing if the stormwater service fee is placed upon the annual property tax billing or enclosed with or attached to the annual property tax billing.~~
- (b) *Method of payment by County for County owned property.* The County shall pay the annual stormwater fees owed for County owned properties by way of a journal entry prepared by the Finance Office charging the General Fund's budgeted Stormwater Fees line items and crediting the Stormwater Fund's revenue line item for the total stormwater fees for county owned property.
- (c) *Nonpayment of fee.* For non-payment of all or any part of the stormwater service fee, the monetary penalty shall be the same penalty set forth in S.C. Code 1976, § 12-45-180. If any fee shall remain 60 days after the due date, the county may issue a lien upon the parcel for the stormwater service fee, penalties and costs of collection and shall proceed to collect in the same manner as prescribed by law for the collection of other fees and taxes.

( Ord. No. 2015/24, 9-28-2015 ; Ord. No. 2021/04, 1-11-2021 ; Ord. No. 2022/02 , 1-10-2022)

### **Sec. 99-111. Appeals.**

Any customer who believes the provisions of this article have been applied in error may appeal in the following manner and sequence:

- (a) An appeal of a stormwater service fee must be filed in writing with the Beaufort County Public Works Director, or his/her designee within 30 days of the fee being mailed or delivered to the property owner and stating the reasons for the appeal. In the case of stormwater service fee appeals, the appeal shall include a survey prepared by a registered land surveyor or professional engineer containing information on the impervious surface area and any other feature or conditions that influence the development of the property and its hydrologic response to rainfall events.
- (b) Using information provided by the appellant, the county public works director or his/her designee shall conduct a technical review of the conditions on the property and respond to the appeal in writing within 30 days after receipt of the appeal. In response to an appeal, the county public works director or his/her designee may adjust the stormwater service fee applicable to the property in conformance with the general purposes and intent of this article.
- (c) A decision of the public works director or his/her designee that is adverse to an appellant may be further appealed to the county administrator or his/her designee within 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 designee. The county administrator or his designee shall issue a written decision on the appeal within 30 days. All decisions by the county administrator or his designee shall be served on the customer personally or by registered or certified mail, sent to the billing address of the customer. All decisions of the county administrator or his designee shall be final.
- (d) The appeal process contained in this section shall be a condition precedent to an aggrieved customer seeking judicial relief. Any decisions of the county administrator or his designee may be reviewed upon application for writ of certiorari before a court of competent jurisdiction, filed within 30 days of the date of the service of the decision.

( Ord. No. 2015/24, 9-28-2015 ; Ord. No. 2021/04, 1-11-2021 ; Ord. No. 2022/02 , 1-10-2022)

### **Sec. 99-112. No suspension of due date.**

No provision of this article allowing for an administrative appeal shall be deemed to suspend the due date of the service fee with payment in full. Any adjustment in the service fee for the person pursuing an appeal shall be made by refund of the amount due.

( Ord. No. 2015/24, 9-28-2015 ; Ord. No. 2021/04, 1-11-2021 ; Ord. No. 2022/02 , 1-10-2022)

**Sec. 99-113. Enforcement and penalties.**

Any person who violates any provision of this article may be subject to a civil penalty of not more than ~~\$1,000.00~~, **five hundred dollars (\$500.00)** or such additional maximum amount as may become authorized by state law, provided the owner or other person deemed to be in violation has been notified of a violation. Notice shall be deemed achieved when sent by regular United States mail to the last known address reflected on the county tax records, or such other address as has been provided by the person to the county. Each day of a continuing violation may be deemed a separate violation. If payment is not received or equitable settlement reached within 30 days after demand for payment is made, a civil action may be filed on behalf of the county in the **magistrate court or the** circuit court to recover the full amount of the penalty. This provision on penalties shall be in addition to and not in lieu of other provisions on penalties, civil or criminal, remedies and enforcement that may otherwise apply.

( Ord. No. 2015/24, 9-28-2015 ; Ord. No. 2021/04, 1-11-2021 ; Ord. No. 2022/02 , 1-10-2022).



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
RECOMMEND APPROVAL OF AN ORDINANCE AMENDING ORDINANCE 2023/32 AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee March 25, 2024
<b>PRESENTER INFORMATION:</b>
(Deputy County Attorney Brian Hulbert) (5 minutes)
<b>ITEM BACKGROUND:</b>
In September 2023 Council adopted Ordinance 2023/32 to amend our road use fee ordinance and to set the current motorized vehicle road use fee at \$20.00. Staff has become aware of a need to clarify language in the road use fee ordinance to clarify which motorized vehicles in Beaufort County are subject to the road use fees. This amendment will clarify that only motorized motor vehicles required to be licensed and which are carried on the tax records in Beaufort County will be subject to the road use fee in Beaufort County.
<b>PROJECT / ITEM NARRATIVE:</b>
Amend the road use fee ordinance to clarify language in the road use fee ordinance to clarify which motorized vehicles in Beaufort County are subject to the road use fees.
<b>FISCAL IMPACT:</b>
<i>There would be no direct fiscal impact on the County (aside from the lack of collection of road use fees from vehicles not subject to the road use fee).</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Ordinance Amendments.
<b>OPTIONS FOR COUNCIL MOTION:</b>
(Move forward to Council for Approval/Adoption or to not Approve on April 08, 2024)

**ORDINANCE 2024/ \_\_\_\_\_**

**AN ORDINANCE TO AMEND ORDINANCE 2023/32 THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE**

**WHEREAS**, in 1993 Beaufort County Council (the “Council”) adopted Beaufort County Ordinance 93/20 establishing the road use fee on all vehicles which are domiciled and garaged in Beaufort County (the “County”) and thereby use the roadways and bridges owned and maintained by the County and the State; and

**WHEREAS**, the Council has amended Ordinance 93/20 with Ordinances 2012/13, 2015/8, 2020/28, AND 2023/32; and

**WHEREAS**, the Council has the authority under South Carolina law to charge and collect the road use fee and to impose new service or user fees; and

**WHEREAS**, the Council has determined that it is in the best interests of its citizens to amend its existing road use fee; and

**WHEREAS**, the Council has determined that it is in the best interests of its citizens to amend its existing road use fee ordinance 2023/32 to clarify that the road use fee shall only apply to motorized vehicles required by the state to be licensed and which are subject to the taxes in Beaufort County.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council to amend the road use fee and does hereby amend the Beaufort County Road Use Fee Ordinance 2023/32 as follows:

**Section 1. Findings and Authority.** County Council makes the following findings of fact and authority in connection with the enactment of this ordinance (this “*Ordinance*”):

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

(b) Pursuant to the provisions of Title 4, Chapter 9, Article 13 (the “*Home Rule Act*”) of the South Carolina Code of Laws, as amended (the “*S.C. Code*”), and specifically, Section 4-9-30(5)(a) of the Home Rule Act, County Council is authorized to assess and levy property taxes and uniform service charges and to make appropriations for certain functions of the County specifically including general public works, roads and drainage.

(c) Pursuant to Section 57-17-10 of the S.C. Code, the governing body of the County shall have control and supervision of all county designated roads.

(d) Pursuant to Title 6, Chapter 1, Article 3 of the S.C. Code, specifically Sections 6-1-300 and 330 of the S.C. Code, County Council is authorized to charge and collect service or user fees, including uniform service charges. Section 6-1-300(6) of the S.C. Code, defines a “service or user fee” as a “charge required to be paid in return for a particular government service or

program” and further requires that the revenue generated from the service or user fee must: (i) be used to benefit the payers, even if the general public also benefits; (ii) only be used for the specific improvement contemplated; (iii) not exceed the cost of the improvement; and (iv) be uniformly imposed on all payers.”

(e) Pursuant to Section 6-1-330 of the S.C. Code, County Council is authorized to charge and collect service or user fees, including uniform service charges, subject to the following requirements: (i) the service or user fee must be imposed by adoption of an ordinance approved by a positive majority of County Council; (ii) County Council must provide public notice of the service or user fee being considered and hold a public hearing on the proposed service or user fee prior to final adoption; (iii) revenue derived from the service or user fee to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the service or user fee is paid; and (iv) a local governing body that imposes a user or service fee pursuant to S.C. Code § 6-1-300(6) must publish the amount of dollars annually collected on each fee on the county’s website.

(f) Pursuant to Section 6-1-330(A) of the S.C. Code, a fee adopted or imposed by a local governing body prior to December 31, 1996, remains in force and effect until repealed by the enacting local governing body, notwithstanding the provisions of Title 6, Chapter 1, Article 3 of the S.C. Code.

(g) In 1993, County Council imposed a road use fee of Ten and NO/100 (\$10.00) Dollars annually on every motor vehicle required ~~to be registered~~ which are carried on the tax records of the County and licensed in the County pursuant to Ordinance 93/20, enacted June 28, 1993, and thereafter amended the ordinance by adopting Ordinances 2012/13, 2015/8, and 2020/28 (the “**Initial Fee Ordinance**”).

(h) Council never repealed the Initial Fee Ordinance and has collected the fee continuously from January 1, 1994, to the present date.

(i) Pursuant to the Initial Fee Ordinance, the road maintenance fee is uniformly imposed on all owners of vehicles ~~required to be registered~~ which are carried on the tax records of in the County by the South Carolina Department of Motor Vehicles.

(j) Pursuant to the Initial Fee Ordinance, the proceeds from the collection of the road use fee are deposited into a special road maintenance account and specifically used to maintain and improve the County’s road system and to pay for debt service on any outstanding General Obligation Bond issued by the County for road improvements.

(k) Pursuant to the Initial Fee Ordinance, any interest earned on road use fee funds shall accrue to the road maintenance account. Funds which are not used in any fiscal year shall be carried forward and used for the construction, maintenance, and improvement of County roads and related drainage, as well as to pay debt service on any General Obligation Bond issued exclusively for County road improvements.

(l) For the past 30 years, the County has used the road use fee as a dedicated revenue source to maintain and improve the County road system. The revenue generated from the road use fee is used only for the maintenance and improvement of the County road system.

(m) The County road system consists of approximately seven hundred (700) lane miles of paved and unsurfaced roads designated as major arterial roads, collector roads, residential collector roads and local roads. The County's road system provides vital access for local residents to employment, commerce, housing, social services, health services, education services, and reliable emergency evacuation routes. The County's road system is maintained by the Beaufort County Public Works Department.

(n) The condition of every *paved* County road is evaluated every three (3) years by an independent firm and assigned a pavement condition rating. Higher scores reflect roads that require either preventative maintenance or no maintenance at all. Low-range scores reflect roads that require the costliest repairs or full reconstruction.

(o) According to the latest report, which was prepared in February 2022 by F&ME Consultants, none on Beaufort County's roads are in excellent condition. According to the report, twelve point five percent (12.5%) of the roads are in very good condition, sixty-three point five percent (63.5%) are in good condition, twenty-three point four percent (23.4%) are in fair condition and three point six percent (3.6%) are in poor condition. The remaining one point two percent (1.2%) are in poor or very poor condition. Of particular importance is the fact that fully twenty-eight percent (28%) of the County's paved roads are deemed to be in fair to poor condition. If these roads are left unrepaired, they will decline rapidly and become candidates for costly reconstruction. (This report, and all subsequent reports regarding the condition of County Pavement, are incorporated into this ordinance by reference.)

(p) The condition of every *unsurfaced* County road is also evaluated approximately every three (3) years by an independent firm. Each road is assigned an overall rating. Higher scores reflect roads with a higher priority for improvement. Lower scores reflect with lower priority.

(q) According to the November 2022 Beaufort County 2026 – 2030 Dirt Road Paving Plan Report, which was prepared by Consor Engineers, the County's *unsurfaced* road system consists of two hundred nine (209) roads totaling approximately seventy-seven (77) miles. Due to the limited funding that is currently available, the County can afford to improve about only one to two (1 – 2) miles of *unsurfaced* roads each year. (This report, and all subsequent reports regarding Dirt Road Paving, are incorporated into this ordinance by reference.)

(r) Beaufort County's plan is to improve all County unsurfaced roads while maintaining the paved roadway system with at least ninety-five percent (95%) of paved roads in good or very good condition. Currently, seventy-six percent (76%) of paved roads are good to very good. Approximately seventy-seven (77) miles of unsurfaced dirt roads are left to be improved.

(s) The current road use fee of Ten and No/100 (\$10.00) Dollars per vehicle generates approximately \$1.6 million annually. Increasing the road use fee to Twenty and No/100 (\$20.00) Dollars per vehicle would generate approximately \$3 million annually. Neither the current road use fee, nor the proposed increase, will generate revenue that would meet or exceed the cost of maintaining and improving the County's road system.

(t) Despite the County's efforts to maintain and improve the County's road network, significant unfunded road maintenance remains, and it is growing every year. The pavement

condition of County's roads is deteriorating faster than the County can repave them based on available resources.

(u) The life cycle of the County's road system is greatly affected by the County's ability to perform timely maintenance and upgrades to ensure that road surfaces last as long as possible.

(v) Cost-effective preventive maintenance reduces costly future repairs. The cost of fixing roads after they have deteriorated is many times greater than the cost of preventive maintenance.

(w) All individuals who pay the fee (those who own vehicles registered in the County licensed, which are carried on the tax records of Beaufort County) have enjoyed and will continue to enjoy the benefits provided by the purchase, condemnation, construction, ownership, maintenance, and repairs of County and State-owned roads and bridges. The County specifically finds that those paying the fee receive the following benefits from the expenditures of the fee:

- a. *Enhanced Emergency Response Time.* Those paying the fee receive the benefit of enhanced emergency response time. Quality road systems have a direct impact on emergency response times. The revenue from the fee is used to build, design, and maintain a road network that enhances public safety and emergency response times. *See FY 20212 Performance and Accountability Report, Montgomery County Fire Rescue Services.*
- b. *Evacuation Routes.* Those paying the fee receive the benefit of a network of roadways that allow them to safely and timely evacuate the County to avoid impending hurricanes, storms, floods, or other Acts of God. The County borders the Atlantic Ocean. The County is prone to hurricanes, storms, and flooding, all of which threaten the health and safety of those paying the fee. When hurricanes, storms, and floods threaten the County, it is vital that the County residents have a safe, functioning network of roads to allow for the mass exodus of County residents. The revenue from the fee is used to build, design, and maintain a road network to allow for safe and expeditious evacuation of County residents. The findings in this subparagraph are axiomatic and obvious to all. coastal communities in South Carolina and other States bordering the ocean have endured and suffered through violent storms and flooding throughout human history. These storms and flooding have caused numerous injuries and loss of life to those residents of coastal communities. *See National Weather Service Website, www.weather.gov/chs/TChistory (From 1851 through 2018, forty-one (41) Tropical Cyclones have made landfall in the NWS Charleston, SC County Warning Area (CWA), which runs from Charleston County, SC to McIntosh, GA).*
- c. *Increased Property Values.* Those paying the fee receive the benefit of increased property values. The revenue from the fee is used to build, design, and maintain a road network. This road network increases the property values of those who pay the fee. There are numerous scholarly public and private

reports evidencing a manifest nexus between the good quality of roads and increased property values, as well as the poor condition of roads and lower property values. The County craves reference to those selected reports cited below:

- i. An eighteen year (1982-1999) parcel-level real estate assessment study using a land value model, an improvement or structure value model, and a total property value model, yielding empirical results that suggest that improvement type, freeway proximity, parcel location at key network points (e.g., corner parcels), and timing of construction and completion play key roles in property valuation. *See Property Values and Highway Expansions: An Investigation of Timing, Size, Location, and Use Effects* by Brian ten Siethoff, Cambridge Systematics, Inc., and Kara M. Kockelman, C.B. Luce Assistant Professor of Civil Engineering Department of Civil Engineering, The University of Texas at Austin, Transportation Research Record No. 1812: 191-200, Presented at the 81st Annual Meeting of the Transportation Research Board, January 2002.
- ii. Highway capitalization studies analyzing the effects of highway construction on residential sale prices. *See* Transportation Research Board (TRB), *Special Report Number 245 1995. Expanding Metropolitan Highways*. Washington, DC: National Academy Press.
- iii. Extensive literature by Huang (1994) finding that virtually every major land use study came to the conclusion that transportation improvements positively affect the value of nearby land. *See* Huang, W. 1994. "The Effects of Transportation Infrastructure on Nearby Property Values: A Review of the Literature." Institute of Urban and Regional Development: Berkeley, CA.
- iv. A 1997 study of median housing prices and monthly rents in the San Francisco Bay Area showing a strong positive association between accessibility and land prices, after controlling for a wide variety of other variables, including parcel size and square footage of development. *See* Kockelman, K.M. 1997. "Effects of Location Elements on Home Purchase Prices and Rents in San Francisco Bay Area." *Transportation Research Record No. 1606*, 40-50.
- v. A 2001 report concluding that homeowners and renters value improvements to the transportation network whether their perception of the travel benefits is direct or indirect. *See* Mikelbank, Brian. 2001. "Spatial Analysis of the Relationship between Housing Values and Investments in Transportation Infrastructure." Paper presented at the 40th Annual Meeting of the Western Regional Science Association, Palm Springs, CA (February).
- vi. Classical economic theory study showing that when a highway is built, large parcels of land that previously had poor accessibility—or none at

- all—are suddenly underpriced. Often, the market immediately responds: the area is quickly developed and the real estate market establishes a new equilibrium based on the new transportation technology. The land-value impacts that are experienced can be significant. *See* Giuliano, G. 1989. “New Directions for Understanding Transportation and Land Use.”
- vii. Major improvements to infrastructure should also have a strong, positive effect on nearby real estate values. *See* Landis, J., Guhathakurta, S., Huang, W., and Zhang, M. 1995. “Rail Transit Investments, Real Estate Values, and Land Use Change: A Comparative Analysis of Five California Rail Transit Systems.” The University of California Transportation Center, University of California at Berkeley: Berkeley, CA; *see also* Tomasik, J. 1987. “Socioeconomic and Land Values of Urban Freeways in Arizona.” Phoenix, AZ: Arizona Department of Transportation.
  - viii. A 1961 study concluding that lack of access may decrease land values. *See* Mohring, Herbert. 1961. “Land Values and the Measurement of Highway Benefits.” *Journal of Political Economy* 49 (June), 236-249.
  - ix. Construction associated impacts and property values. *See* Nelson, J.P. 1982. “Highway noise and property values: A survey of recent evidence,” *Journal of Transport Economics and Policy*, 16(2), 117-38.
  - x. Property-value models predictions that depressed freeway designs contribute more to residential property values than at-grade freeways. *See* Lewis, C.A., Buffington, J.L., and Vadali, S.R. 1997. “Land Value and Land Use Effects of Elevated, Depressed, and At-Grade Level Freeways in Texas.” Texas Transportation Institute Research Report Number 1327-2. Texas A&M University: College Station, TX.
  - xi. “Improvements to transportation networks, especially those in growing areas, tend to have impacts on local land markets. In principle, an improvement to a link in the network will confer economic benefits to adjacent and nearby properties by increasing the utility that the network provides .... [U]rban economic theory suggests that many of these benefits are capitalized into local property values, yielding a localized spillover effect. *See* “The Economic Impact of Upgrading Roads, 2009-2016,” Minnesota Department of Transportation.
- d. *Reduced Automobile Operating Costs.* Those paying the fee receive the benefit of reduced automobile operating costs. The revenue from the fee is used to construct and maintain roads and bridges in the County. This construction and maintenance work helps improve the quality of roads in the County. Those paying the fee normally use the roads and bridges in the County; therefore, those paying the fee receive the benefit of reduced automobile operating costs..

- e. *Reduced Automobile Insurance Premiums.* Those paying the fee receive the benefit of reduced automobile insurance premiums. The revenue from the fee is used to construct and maintain roads and bridges in the County. Because of the quality of the roads and bridges in the County, those paying the fee receive the benefit of reduced automobile insurance premiums. *See Cotto, Tony, Cost Drivers: How Riskier Roads, Rising Repairs, and Reckless Driving Are Increasing Insurance Costs (NAMIC 2021) (“[T]he rate you pay for your auto insurance depends in part on where you live.”).*
- f. *Safety and Convenience Benefits.* Those paying the fee receive the safety and convenience benefits associated with having a well-built, well designed, and well-maintained network of roads. The roads in the County are used by those who pay the fee. The roads built, designed, and maintained with the revenue from the fee provide those paying the fee with access to the entire State and federal road network. Further, the roads built, designed, and maintained with the revenue from the fee provide safe, reliable, and efficient access to the entire road network in the County, State, and parts beyond.

(x) County Council finds that increasing the road use fee to Twenty and No/100 (\$20.00) Dollars is desirable and necessary for the County to maintain and to improve the County road system, additional revenues are needed to adequately maintain the County road system, the County road system has experienced degradation due to insufficient maintenance funding, additional degradation is expected without additional maintenance funding, and road maintenance fees are a stable form of revenue that is generated by users of the County road system.

**Section 2. Road Use Fee Amendment.** Section 2 of the Initial Fee Ordinance (Ordinance 93/20) is hereby amended to increase the road use fee to Twenty and No/100 (\$20.00) Dollars. Section 4 of the Initial Fee Ordinance which provides that the funds shall be deposited in the General Fund is amended to provide that the funds collected shall be deposited into the road maintenance account, that any interest collected on these funds in this account shall be deposited into this account, and that all funds in the account shall be used solely and exclusively for the purposes set forth herein above.

**Section 3. Compliance with Title 6, Chapter 1, Article 3 of the S.C. Code.**

(a) *Initial Fee Grandfathered.* County Council finds that the Initial Fee Ordinance imposing an annual road use fee was adopted prior to December 31, 1996, and in accordance with the grandfathering language of Section 6-1-330 of the S.C. Code, remains in force and effect until repealed by County Council.

(b) *Increase to the road maintenance fee satisfies S.C. Code § 6-1-330(6).* Beaufort County Council finds that the Ten and No/100 (\$10.00) Dollar increase to the road use fee bringing the total fee to Twenty and no/100 (\$20.00) Dollars is (i) uniformly imposed on all owners of motor vehicles required to be registered in the County by the South Carolina Department of Motor Vehicles licensed, which are carried on the tax records of Beaufort County; (ii) revenues generated from the fee are exclusively used for the maintenance and improvement of the County road system; (iii) payers of the fee benefit from maintenance and improvement of the County road system, even if the general public also benefits; and (iv) revenues generated from the fee do not exceed the cost of maintaining and improving the County road system.

(c) *Adopted by positive majority of County Council.* This Ordinance must be adopted by a positive majority of County Council, which is defined in Section 6-1-330(5) of the S.C. Code as “a vote for adoption by the majority of the members of Council, whether present or not.”

(d) *Public Hearing.* County Council must provide public notice of the fee increase being considered and hold a public hearing on the proposed fee increase prior to final adoption of the Ordinance in compliance with S.C. Code § 6-1-330.

(e) *Road use fee revenues published on County website.* The annual revenues collected from the road use fee and any increase must be published on the County’s website in compliance with S.C. Code § 6-1-330.

**Section 4.** **Severability.** Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 5.** **Repeal.** 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.

**Section 6.** **Effective Date.** This Ordinance shall take effect upon the date of its adoption.

Adopted this \_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>RECOMMEND APPROVAL OF AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION, ARTICLE VII FINANCE, DIVISION 2 FEES AND SERVICE CHARGES GENERALLY, SECTION 2-437 ROAD USE FEE OF THE BEAUFORT COUNTY CODE OF ORDINANCES</b>
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee March 25, 2024
<b>PRESENTER INFORMATION:</b>
(Deputy County Attorney Brian Hulbert) (5 minutes)
<b>ITEM BACKGROUND:</b>
In 1993 Beaufort County Council adopted an ordinance to establish a road use fee in Section 2-437 of the Beaufort County code of ordinances. The road use fee ordinance was amended in 2012, 2015, 2018, 2020, and 2023. In 2023 Council amended the ordinance to increase the road use fee to \$20.00. Currently Section 2-437 requires the fee to be evaluated annually and to be established in the annual County Operations Budget. This amendment would remove this annual requirement. Additionally, Section 2-437 requires the road use fee collected to be deposited in the general fund of the County. Ordinance 2023/32 clarified the requirement to have the road use fees collected to be deposited into a special road maintenance account and be specifically used to maintain and improve the County's road system and to pay for debt service on any outstanding General Obligation Bond issued by the County for road improvements. This amendment will match the language of 2-437 with Ordinance 2023/32 and the 1993 Ordinance language.
<b>PROJECT / ITEM NARRATIVE:</b>
Amend Section 2-437 Road Use Fee ordinance to bring it into compliance with Ordinance 2023/32 and Ordinance 1993/20.
<b>FISCAL IMPACT:</b>
<i>There would be no direct fiscal impact on the County .</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Ordinance Amendments.
<b>OPTIONS FOR COUNCIL MOTION:</b>
(Move forward to Council for Approval/Adoption or to not Approve on April 08, 2024)

**ORDINANCE 2024/ \_\_\_\_\_**

**AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION, ARTICLE VII FINANCE, DIVISION 2 FEES AND SERVICE CHARGES GENERALLY, SECTION 2-437 ROAD USE FEE OF THE BEAUFORT COUNTY CODE OF ORDINANCES**

**WHEREAS**, in 1993 Beaufort County Council (the “Council”) adopted Beaufort County Ordinance 93/20 establishing the road use fee on all vehicles which are domiciled and garaged in Beaufort County (the “County”) and thereby use the roadways and bridges owned and maintained by the County and the State; and

**WHEREAS**, the Council has amended Ordinance 93/20 with Ordinances 2012/13, 2015/8, 2020/28, AND 2023/32; and

**WHEREAS**, the Council has the authority under South Carolina law to charge and collect the road use fee and to impose new service or user fees; and

**WHEREAS**, the Council has determined that it is in the best interests of its citizens to amend its existing road use fee; and

**WHEREAS**, the Council has determined that it is in the best interests of its citizens to amend its existing road use fee ordinance 2023/32 to clarify that the road use fee shall only apply to motorized vehicles required by the state to be licensed and which are subject to the taxes in Beaufort County.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council to amend the road use fee and does hereby amend the Beaufort County Road Use Fee Ordinance 2023/32 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 per vehicle per annum or road use fee with a value as established in Beaufort County Ordinance Section 2-437(b).

(b) Assessments. The auditor shall add a uniform charge per vehicle 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 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 established in the annual County Operation Budget Ordinance~~ **Twenty and no/100 (\$20.00) Dollars.**

(c) Collection. The county treasurer is directed to collect the charges in this section at the time of collection of all other charges and taxes due on such vehicles.

(d) Purpose and use of funds collected. The funds collected under the terms and conditions of this section shall be deposited in the general fund of the county and shall be utilized for the purchase, condemnation, construction, ownership, maintenance, and repairs of all county and state owned roads and bridges. The funds collected shall be deposited into the road maintenance account, that any interest collected on these funds in this account shall be deposited into this account, and that all funds in the account shall be used solely and exclusively for the purposes maintain and improve the County's road system and to pay for debt service on any outstanding General Obligation Bond issued by the County for road improvements.

Effective Date. This Ordinance shall take effect upon the date of its adoption.

Adopted this \_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES PURSUANT TO A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND CHEROKEE BEAUFORT, LLC</b>
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee Meeting March 25, 2024
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E., Assistant County Administrator, Engineering Neil Desai, Public Works Director (5 Minutes)
<b>ITEM BACKGROUND:</b>
On December 15, 2014, Beaufort County entered into a Development Agreement with Cherokee Beaufort, LLC, and Burtn Development, LLC, via County Council Ordinance 2014/2. Under <u>Section IX subsection C(ii)</u> of the Agreement which states “All such improvements (the “Cherokee Farms Road Improvements”) shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated and accepted by the County.
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County staff have been working with the developers associated with designs outlined in the Development Agreement. Part of the agreement outlines conditions for the conveyance of Cherokee Farms Right of Way to be donated to the County. Beaufort County desires to fulfill the conditions of the Development Agreement by accepting Cherokee Farms Road Right of Way identified in EXH01, EXH02, AND EXH03 on Cherokee Farms Road Right of Way Plans.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of Cherokee Farms Right of Way donation.
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Motion to either approve, deny or amend an Ordinance authorizing the Interim County Administrator to execute any and all necessary documents for the acceptance of properties encumbering the road right of way for Cherokee Farms Road.</i>  <i>Next Step – Move to County Council for first reading of an ordinance.</i>

**ORDINANCE 2024/\_\_\_\_****AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES PURSUANT TO A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND CHEROKEE BEAUFORT, LLC**

**WHEREAS**, Beaufort County (“County”) entered into a Development Agreement (“Agreement”) with Cherokee Beaufort, LLC, a South Carolina Limited Liability Company (“Cherokee Beaufort”) and Burton Development, LLC, a South Carolina Limited Liability company (“Developer”) on December 15, 2014; and

**WHEREAS**, Beaufort County Council adopted Ordinance 2014/24 providing the authority for the County to enter into the Agreement; and

**WHEREAS**, Under Section IX subsection C(ii) of the Agreement which states “All such improvements (the “Cherokee Farms Road Improvements”) shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated and accepted by the County; and

**WHEREAS**, Beaufort County Staff have reviewed the attached Cherokee Farms Road Right of Way plans identified as EXH01, EXH02, and EXH03 and recommend acceptance of Right of Way to be conveyed to Beaufort County; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interest to accept Right of Way associated with Cherokee Farms Road ; and

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council authorize the Interim County Administrator to execute any and all documents associated with conveyance to Beaufort County of certain Property owned by Cherokee Beaufort, LLC as identified in attached EXH01, EXH02, and EXH03.

DONE this \_\_\_\_ day of \_\_\_\_\_ 2024.

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:







2014 / 24

AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN CHEROKEE BEAUFORT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND THE COUNTY OF BEAUFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED.

WHEREAS, the General Assembly of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act" as set forth in Section 6-31-10 through 6-31-160 of the *Code of Laws of South Carolina*, 1976, as amended; and

WHEREAS, the Act authorizes local governments, including Beaufort County through its County Council, to enter Development Agreements with developers for the purpose of providing a continuous agreement for development of projects and for the protection and advance payments for the impact upon the citizens of Beaufort County.

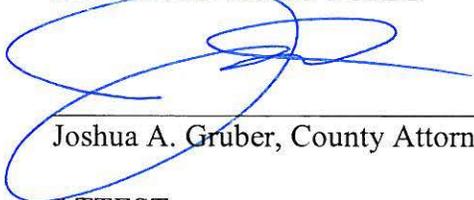
NOW, THEREFORE, in consideration and pursuant to Section 6-31-10, of the *Code of Laws of South Carolina*, 1976, as amended, Beaufort County Council herein adopts this Ordinance, which is necessary to provide the authority to execute a Development Agreement with Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, authorized to conduct business in South Carolina.

Adopted this 25<sup>th</sup> day of August, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:   
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

  
Joshua A. Gruber, County Attorney

ATTEST:

  
Suzanne M. Rainey, Clerk to Council

First Reading: July 28, 2014  
Second Reading: August 11, 2014  
Public Hearings: August 11, 2014 and August 25, 2014  
Third and Final Reading: August 25, 2014

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RECORDING FEES \$0.00

Item 11.

# DEVELOPMENT AGREEMENT

## FOR

### CHEROKEE FARMS

### BEAUFORT COUNTY, SOUTH CAROLINA

December 15, 2014

### BURTON DEVELOPMENT, LLC

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

DEVELOPMENT AGREEMENT  
FOR CHEROKEE FARMS

This Development Agreement (the “Development Agreement” or the “Agreement”) is made and entered into this ~~16<sup>th</sup>~~ day of ~~December~~, 2014 (the “Effective Date”), by and between Cherokee Beaufort, LLC, a South Carolina limited liability company (hereinafter sometimes referred to as “Cherokee Beaufort”), Burton Development, LLC, a South Carolina limited liability company (hereinafter sometimes referred to as “Burton Development” or “Developer”), and the governmental authority of the County of Beaufort, South Carolina (“Beaufort County” or the “County”).

WHEREAS, the legislature of the State of South Carolina has enacted the South Carolina Local Government Development Agreement Act (the “Act”) as set forth in Section 6-31-10 through Section 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, the Act recognized that “The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.” (Section 6-31-10(BB)(1) of the Act); and

WHEREAS, the Act also states: “Development Agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health and general welfare of the citizens of our State” (Section 6-31-10 (B)(6)); and

WHEREAS, the Act further authorizes local governments, including counties, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10; and

WHEREAS, Cherokee Beaufort owns two (2) adjacent tracts of land, each as more particularly described in Exhibit “A”, which is attached hereto and made a part hereof, which together consist of approximately 105 acres, more or less (collectively referred to as the “Property”), and Cherokee Beaufort has entered into a joint venture agreement with Cherokee Investments, which joint venture agreement resulted in the formation of Burton Development to serve as master developer for the Property (hereinafter, “Owner” or “Developer” shall refer collectively to Cherokee Farms, Cherokee Investments, and Burton Development, unless the context requires otherwise). The Owner proposes to sell, develop, or cause to be developed, a mixture of residential, commercial and/or other uses on the Property as more particularly described in this Agreement; and

WHEREAS, in February 2004, Cherokee Investments submitted a development agreement to the County in which certain matters, including traffic mitigation and Air Installations Compatible Use Zone (“AICUZ”) application to the Property, were initially addressed (the “2004 Draft Agreement”); and

WHEREAS, the 2004 Draft Agreement was held in abeyance while certain matters were addressed, including: matters arising from revised impact traffic mitigation studies; the amendment of the

planned unit development adjacent to the south of the Property and known as Habersham (hereinafter “**Habersham**” or the “**Habersham PUD**”), which amendment included additional property in the planned unit development while the Property was re-zoned to a Suburban zoning district; discussions with Beaufort County regarding designing the Property in the same manner or in a similar manner as Habersham; discussions and negotiations regarding the need for the submission of a planned unit development rather than re-zoning to a Suburban zoning district; and, various other related matters; and

**WHEREAS**, to better adhere to the aesthetic quality, connectivity and continuity between the Property and the adjacent Habersham PUD, Cherokee Investments has developed and submitted to the County a Unified Development Plan (the “**Unified Development Plan**”), attached hereto as Exhibit “B”, for the Habersham PUD and the Property (collectively hereinafter sometimes referred to as the “**Unified Development**”), which was approved by the County on October 30, 2013; and

**WHEREAS**, the County acknowledges and agrees that in the area of the Property, the character of the land: supports the development proposed by the Unified Development Plan; furthers the objectives of the Beaufort County Comprehensive Land Use Plan; increases the number of available lots; creates affordable housing opportunities for its citizens; improves traffic conditions; and, secures for its citizens a quality, well-planned and well-designed real estate development, while also increasing the County’s tax base; and

**WHEREAS**, the Development of the Property results in the imposition of certain impact fees (collectively, and not intending to be limiting, hereinafter “**Impact Fees**”) in accordance with applicable County ordinances and state law; and

**WHEREAS**, the County finds that the Owner’s proposed development of the Property, as described in this Development Agreement and in the Unified Development Plan, is consistent with Beaufort County’s Comprehensive Land Use Plan and will further the health, safety, welfare and economic well-being of the County and its citizens; and

**WHEREAS**, Owner has proposed the construction of certain road infrastructure on and off the Property and has agreed to the dedication thereof to the County; and

**WHEREAS**, the proposed Development of the Property presents the County with an exceptional opportunity to receive public road system improvements; secures quality planning and a well-designed and constructed mixed use real estate development; enhanced protection of the environment; and, a strengthened and revitalized tax base; and,

**WHEREAS**, this Development Agreement is being made and entered into between the Owner and the County under the terms of the Act for the purpose of providing assurances to the Owner so that the Owner may proceed with Development of the Property according to the terms of this Agreement and as depicted in the Unified Development Plan without encountering future changes in law that may materially affect the Owner’s ability to develop the Property according to the terms of this Development Agreement and as depicted in the Unified Development Plan.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and the Owner by entering this Agreement, and to encourage well-planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

**I. INCORPORATION**

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(6) of the Act.

**II. DEFINITIONS**

In addition to the terms defined herein, the following terms shall be defined as follows:

“**Act**” means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended.

“**Covenants**” means and refers to one (1) or more declaration of covenants and restrictions for all of or portions of the Property to be recorded in the Office of the Register of Deeds Office for Beaufort County, South Carolina, and all amendments and supplements thereto.

“**Density**” means the total number of residential dwelling units (“**Dwelling Units**”, as herein defined) or the total area of commercial square feet permissible for a specific parcel of the Property or for the Property as a whole under the terms of this Agreement, as context dictates. No other density requirements shall be applicable to the Property.

“**Develop**” or “**Development**” means the definition of development as set forth in the ZDSO (as defined herein).

“**Developer**” means the Owner, the master developer, Burton Development, LLC, and all successors in title or lessees of the Owner who undertake Development (as defined herein) of the Property or who have transferred Development Rights (also as defined herein).

“**Development Agreement Ordinance**” means all terms and conditions of this Development Agreement and all attachments hereto, including but not being limited to the Unified Development Plan and all narratives, applications, site development plans, standards, exhibits and applicable ordinances as the same may be hereafter amended by mutual agreement of the County and the Owner. Specifically, it is noted that the adoption of the Development Agreement Ordinance after public hearings shall have the effect of a properly adopted land use ordinance. To the extent that any provision of the Development Agreement Ordinance may be deemed to be a modification of presently existing Beaufort County law, such modification shall be hereby approved, ratified and adopted as binding upon the Property and the parties hereto by the approval of this Development Agreement.

“**Development Application**” or “**Initial Development Application**” means an application for the Development of individual portions or phases of the Property, being the concept (if required) or preliminary application (if required) for land development or subdivision referenced in Sections 106-369 and 106-370 of the ZDSO (as defined herein).

“**Development Rights**” means the Owner’s or Developer’s right to Develop the Property, or portions thereof, in accordance with the ZDSO (as defined herein), this Development Agreement and the Unified Development Plan.

“**DRT**” means Beaufort County’s Development Review Team or a similar planning review authorized and described in the ZDSO (as defined herein).

“**Dwelling Units**” means residential dwellings.

“**Effective Date**” means the date of complete execution of this Agreement after the County’s approval of the Development Agreement Ordinance.

“**Impact Fees**” or “**Development Impact Fee**” means a payment of money imposed as a condition of approval for Development, as defined in Section 6-1-920(8) of the South Carolina Code of Laws, 1976, as amended.

“**Habersham Amended PUD**” means that certain planned unit development for Habersham, which was approved on December 9, 1996, as amended by that certain amendment thereto, which was approved on March 13, 2006.

“**ITE**” means Institute of Traffic Engineers.

“**Owner**” means Cherokee Beaufort, LLC, its successors and/or assigns.

“**Owners Association**” means an entity or entities formed pursuant to applicable law and/or restrictive land use covenants, which may be responsible for the construction and/or maintenance and/or upgrading of some or all of the infrastructure contemplated in this Development Agreement and the Unified Development Plan, to include, but not be limited to, some or all of the roads, common areas, water, sewer and stormwater management systems proposed to be constructed on or for the benefit of the Property.

“**Property**” means those certain parcels of land depicted on Exhibit “A” of the Development Agreement.

“**Term**” means the duration of this Agreement as set forth in Article III hereof.

“**Unified Development Plan**” means the document entitled “Habersham Unified Development Plan” as well as all exhibits and attachments thereto as approved by the DRT on October 30, 2013, and as the same may be modified or amended from time to time in accordance with this Development Agreement and the ZDSO (as defined herein).

“**ZDSO**” means the Zoning and Development Standards Ordinances (ZDSO) of Beaufort County adopted April 26, 1999, existing as of the Effective Date and attached hereto as Exhibit “H” and made a part hereof. References in the ZDSO to the latest version of County manuals shall mean and refer to the latest version of such manual as of the date of this Agreement, and shall include any and all zoning and development ordinances subsequently adopted or approved by Beaufort County.

**III. TERM**

The Term of this Development Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter; or, if renewed and described herein, at the end of three (3) additional five (5) year periods. During the Term, the provisions of this Development Agreement shall be vested against any future changes to the ZDSO, Beaufort County law or ordinances and changes to any now existing or future airport overlay zoning district, including but not limited to any AICUZ noise zone or overlay district, which would affect the ability of Owner to carry out the Development contemplated in this Development Agreement and in the Unified Development Plan. Further, at the end of the third five (5) year period, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances if Owner shall have achieved Substantial Development. “**Substantial Development**” shall mean the completion of construction (the receipt of a certificate of occupancy) or construction that is underway (the receipt of applicable building or development permits)

of not less than twenty-five percent (25%) of the total Development proposed for the Property, as shown and depicted on the Unified Development Plan.

#### **IV. DEVELOPMENT OF THE PROPERTY**

The Property shall be developed in accordance with this Development Agreement and the Unified Development Plan. Certain provisions of the ZDSO may be interpreted, enhanced, supplemented or modified by this Agreement and the Unified Development Plan in accordance with Article XIV of this Agreement.

#### **V. DEVELOPMENT SCHEDULE**

The Property shall be developed generally in accordance with the Development Schedule, which is attached hereto as Exhibit "C" of this Agreement. The Development Schedule is an estimate, and may be modified to acknowledge market conditions, permitting requirements, or other considerations. It is acknowledged that the Property is anticipated to be developed in phases which include the Development of one (1) block of the Property at a time, in order to provide flexibility for the Owner and Developer to meet market demands.

In accordance with the Act, the failure of the Owner and Developer to meet the terms of the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement, and shall be judged by the totality of circumstances, including, but not limited to, the Owner's and Developer's good faith efforts toward compliance with the terms of the Development Schedule and the Owner's and Developer's proof of good cause for modifying the Development Schedule. Further, the acceleration of the Development Schedule shall not constitute a material breach of this Agreement. It is expected that the actual Development of the Property may occur at a different pace, as determined in the sole reasonable discretion of Owner and based upon market conditions, and shall not constitute a default of this Agreement. In the future, the Owner or Developer may submit unilaterally to the County periodic adjustments to the Development Schedule, which shall not be considered an amendment or breach of this Agreement.

#### **VI. DENSITY AND USE**

Mixed use, residential and commercial Development of the Property shall be in accordance with the densities and uses as set forth in the approved Unified Development Plan.

#### **VII. ACCESS**

The Property shall be accessed by Cherokee Farms Road (S-83), which runs along the southern boundary of the Property, and by Joe Frazier Road (S-40) to the northeast, as approved and depicted in the Unified Development Plan and as described herein. At such time other interconnectivity to the west is completed as contemplated in this Development Agreement, the Property shall have the access as shown in the Unified Development Plan.

#### **VIII. INFRASTRUCTURE AND SERVICES**

County and Owner recognize that the majority of the direct costs associated with the Development of the Property shall be borne by the Owner and Developer, and that many necessary services shall be provided by other governmental or quasi-governmental entities, and not by the County. For further clarification, the parties make specific note of and acknowledge the following:

**A. Roads/Facilities.**

(i) **Private Roads.** Roads constructed within the Property may be constructed by the Owner and/or Developer, and shall be maintained by them and/or an Owners Association, or dedicated to other appropriate entities or the County, as provided in Article IX of this Agreement. Except as otherwise provided herein, the County shall not be responsible for the construction or maintenance of any private roads within the Property, unless the County specifically agrees to do so in the future.

(ii) **Public Roads.** The Property shall not have restricted access roads and shall be served by direct access to Joe Frazier Road (S-40) and Cherokee Farms Road (S-83) provided, however, that portions of the Property shall be Developed as separate housing and/or parking areas.

**B. Potable Water.** Potable water shall be provided to the Property by the Beaufort Jasper Water and Sewer Authority (“BJWSA”) on the same basis as is provided to other residents and businesses within the County. Each Owner or Developer shall construct, or cause to be constructed, all necessary water service infrastructure within the Property (or such applicable portion thereof), which shall be maintained by it or the provider of the service. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County or other local governmental entity from providing potable water to its residents in accordance with applicable provisions of law.

**C. Sewage Treatment and Disposal.** Sewage treatment and disposal shall be provided by BJWSA on the same basis as is provided to other residents and businesses within the County. Each Owner or Developer shall construct, or cause to be constructed, all necessary sewer-related service infrastructure within the Property (or such applicable portion thereof), which shall be maintained by it or the provider of the service. The County shall not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County or other local governmental entity from providing sewer services to its residents in accordance with applicable provisions of law.

**D. Stormwater Drainage System.** All stormwater runoff and drainage improvements within the Property shall be designed in accordance with the ZDSO and the most current edition available of the Beaufort County Best Management Practices manual, and best efforts shall be made to coordinate such stormwater runoff and drainage systems with the County’s master drainage program. All stormwater runoff and drainage system improvements shall be constructed by the Owner or Developer and maintained by the Owner, Developer and/or an Owners Association, except as otherwise contained herein. The County shall not be responsible for any construction or maintenance costs associated with the stormwater runoff and drainage systems solely within the Property, unless proper dedications and easements are granted in accordance with the ZDSO.

**E. Solid Waste Collection.** The County shall provide solid waste collection to the Property on the same basis as it provides to other residents and businesses within the County. The Owner acknowledges that the County does not currently provide waste disposal on an individual basis for single, multi-family or commercial developments or uses.

**F. Utility Easements.** The Owner shall furnish necessary easements for water, sewer, gas, electricity, telephone, cable television, and other utilities when the Owner determines that the same are required. Adequate easements for utilities shall be reserved by the Owner in the conveyances of

lots and parcels to be Developed. All utilities (except main electrical distribution lines) shall be installed underground.

**G. Police Protection.** The County shall provide police protection services to the Property on the same basis as it provides to other residents and businesses within the County. The Owner or a successor Owners Association may elect to provide private security services for all or a portion of the Property.

**H. Recycling Services.** The County shall provide recycling services to the Property on the same basis as it provides to the residents and businesses within the County. The County shall reserve the right to require that recycling materials generated from the Property comply with those standards promulgated by the County applicable to all residents and businesses within the County.

**I. Emergency Medical Services.** The County shall provide emergency medical services to the Property on the same basis as it provides to other residents and businesses within the County.

**J. Fire Services.** The County shall provide fire protection services to the Property on the same basis as it provides to other residents and businesses within the County; such services are currently provided by the Burton Township Fire District.

**K. Library Services.** The County shall provide library services to the Property on the same basis as it provides to other residents within the County.

**L. School Services.** The Beaufort County School District shall provide educational and school services to the Property on the same basis as it provides to other residents within the County.

**M. AICUZ Requirements.** Approximately 45.5 acres of the Property are located within AICUZ Noise Zone 2A (65-69 DNL), as defined in Appendix A1 of the ZDSO, Airport Overlay District, Section 3 et seq. No portion of the Property is located within any aircraft accident potential zone, as defined therein. In order to minimize the intrusion of noise into the proposed homes, Owner agrees that homes constructed within AICUZ Noise Zone 2A shall include construction measures, which should result in a 25db reduction of noise. Owner shall also notify any prospective purchaser of a property or lot within AICUZ Noise Zone 2A to comply with the notification requirements of Appendix A1, Section 4 of the ZDSO.

**IX. FEES, DEDICATIONS, SYSTEM IMPROVEMENTS, CONVEYANCES, CREDITS AND RELATED AGREEMENTS**

The following items are hereby agreed upon by the parties:

**A. Impact Fees.** Except as otherwise provided herein, Impact Fees which shall be payable to Beaufort County to support County infrastructure such as, but not limited to, fire, library, parks and roads, shall not be affected by this Agreement.

**B. Dedications.**

**(i) Permissive.** Except as otherwise contained herein, the County shall consider all requests to accept the dedication of any road or road right-of-way within the Property constructed to the standards contained in the Cherokee Farms Conceptual Master Plan approved on October 30, 2013 (the "Cherokee Farms Conceptual Master Plan") or to the specific requirements of the

County contained in this Agreement. The County shall also consider a request to take ownership of any drainage systems by dedication.

(ii) **No Implied Dedication.** The recording of a final plat or a plan subdividing any portion of the Property shall not constitute an offer to deed or dedicate any or all streets and rights-of-way shown thereon to the County, unless the plat or plan specifically and expressly makes such an offer, which offer is accepted by the County.

C. **System Improvements.**

(i) **Joe Frazier Road.** Beaufort County acknowledges the need for future improvements to Joe Frazier Road to accommodate new development and improved pedestrian access; and Impact Fees are the major revenue source for costs incurred by the County for such improvements. As depicted in the Unified Development Plan, the Owner has proposed and completed the design and engineering of a round-a-bout to access the Property directly from Joe Frazier Road. The engineering plans for the round-a-bout, prepared by Davis & Floyd, Inc., are attached hereto as Exhibit "D" (the "Joe Frazier Road Round-a-bout"). The Joe Frazier Road Round-a-bout also benefits Burton Wells Park by providing an improved entrance, an adjacent fire station, and other nearby residential developments. Owner shall assign to the County the engineering plans and any rights thereto, as well as fee title for any portion of the real property it owns, which portion is reasonably necessary or appropriate for the construction of the Joe Frazier Road Round-a-bout. Construction of the Joe Frazier Road Round-a-bout shall occur as set forth in Article IX (C) (iv) (a) below.

(ii) **Cherokee Farm Road.** The Property is also accessed and bounded to the south by Cherokee Farms Road (S-83) as depicted in the Unified Development Plan. Owner shall improve Cherokee Farms Road with the addition of on-street parking, street landscaping and trees, and such improvements shall be constructed in accordance with the standards contained in the Cherokee Farms Conceptual Master Plan. All such improvements (the "Cherokee Farms Road Improvements") shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated to and accepted by the County.

(iii) **Intersection of Joe Frazier Road and Cherokee Farms Road.** The existing intersection at Cherokee Farms Road and Joe Frazier Road (the "Intersection") shall be reconfigured and aligned at a 45-degree angle. The Owner has proposed and completed the design and engineering of improvements to this intersection which engineering and designs were prepared by Davis & Floyd, Inc., and are attached hereto as Exhibit "E" (the "Joe Frazier Road and Cherokee Farms Road Intersection Redesign"). The improvement creates a turning lane that improves traffic flow and also corrects intersection alignment as depicted in the Unified Development Plan. Owner shall assign to the County the engineering plans and any rights thereto, as well as fee title for any portion of the real property it owns, which portion is reasonably necessary or appropriate for the construction of the improvements depicted in the Joe Frazier Road and Cherokee Farms Road Intersection Redesign (the "Intersection Improvement"). Construction of the Intersection Improvement shall occur as set forth in Article IX (C) (iv) (c) below.

(iv) **Timing.** The System Improvements shall be constructed as described below:

(a) **Joe Frazier Road Round-a-bout.** The Joe Frazier Road Round-a-bout shall be constructed as provided in this Article IX (C) at such time the County deems the round-a-bout necessary and sufficient funds become

available from the Road Impact Fees, which may be used for System Improvements.

**(b) Cherokee Farms Road Improvements.** The Cherokee Farms Road Improvements shall be constructed by and at the expense of the Owner and dedicated to the County prior to the expiration of the Term of this Agreement but only if the Development proposed in the Unified Development Plan is commenced.

**(c) Intersection of Joe Frazier Road and Cherokee Farms Road.** This intersection shall be improved upon the earlier of:

- A. A date, which is after the first building permit is issued by the County for Development for all or any portion of the Property, which the County deems necessary and appropriate to commence the Intersection Improvement, and, a traffic analysis or study prepared in accordance with the standards of the ITE recommends the construction of the Intersection Improvement prior to the date sufficient funds become available from the collection of Road Impact Fees which may be used for this System Improvement and no other alternative source of funding is available (i.e. derived from sales tax increases for transportation projects). Then, upon not less than thirty (30) days' prior written notice to the Owner, the County may cause the construction of the Intersection Improvement with its own funds, and the Owner shall be responsible for and shall pay not more than the interest expense for the use of such funds for a period of three (3) years or for a total cost of Fifty Thousand and No/100 Dollars (\$50,000.00), whichever is less;
- B. The date, which the County deems necessary and appropriate to commence the Intersection Improvement, when sufficient funds have become available from the collection of Road Impact Fees which may be used for this System Improvement without any cost or liability to the Owner;
- C. The date when the total number of Dwelling Units in the Unified Development Plan exceeds 1,000;
- D. The date of the commencement of the construction of a school by the Developer upon the school site located within the Habersham Unified Development Plan;
- E. The date of the issuance of the development permit by the DRT permitting the 84-unit multi-family phase of Habersham Amended PUD Tract; or
- F. January 1, 2025.

**D. Credit for System Improvements.** The County agrees that the Owner or Developer shall receive a credit for Impact Fees against the cost of and up to the total value of the Joe Frazier Road Round-a-bout, the Joe Frazier Road intersection upgrade and the Cherokee Farms Road Improvements (herein collectively the "System Improvements"). The total value of the System Improvements shall equal the cost of the design, engineering, planning and construction, except any construction of any System Improvements undertaken by the County in accordance with this Agreement. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner or Developer alternative design, engineering and planning cost estimates. If the alternative cost estimates are deemed by the Owner to be inaccurate or unreliable, a third party shall be hired at the shared expense of the Owner and the County to develop cost estimates. Upon approval of this Development Agreement, all Impact Fees collected from any residential or commercial uses within any portion of the land subject to the Unified Development Plan shall be deposited into and held in a separate account that has been established by the County to be used to refund the Owner or the County, as the case may be, for the cost of constructing System Improvements when such System Improvements are constructed as described in this Agreement. The Owner or the County shall construct the System Improvements at such time described in Article IX (C) (iv). If constructed by the Owner, Owner shall be reimbursed with the Impact Fees collected. If the Joe Frazier Road Round-a-bout is constructed and completed through any means other than described above, all Impact Fees collected and being held by the County may be used to pay for the project or redistributed into the County's Capital Improvements Program. If, for any reason, the County deems any of the System Improvements unwarranted, the Owner shall be relieved of any responsibility as previously set forth in this Development Agreement, and all previously earmarked funds shall be redistributed into the County's Capital Improvements Program.

**E. Access.** The Owner agrees to cooperate with the appropriate governmental entities in locating and dedicating to the County, or its assigns, sufficient rights-of-way on the Property, in order to construct the access point improvements as depicted in the Unified Development Plan.

**F. Other Charges or Fees.** Nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges in effect at the time of collection as may be assessed by entities other than the County. Moreover, the Owner, its successors and assigns, shall be subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters, other than Development Impact Fees.

**G. Service Districts.** Nothing in this Agreement shall be construed to prevent the establishment by the County of a tax increment or other district on the Property in accordance with applicable provisions of the Code of Law of South Carolina, 1976, as amended.

**H. Landscaping.** The Owner or Developer shall, at its own expense, install landscaping as generally depicted in the "Joe Frazier Road Round-a-bout Landscape Plan" attached hereto as Exhibit "F". The Owner, its successors and assigns shall be responsible for and shall maintain landscaping of both the Joe Frazier Road Round-a-bout and the intersection realignment.

**X. PERMITTING PROCEDURES**

**A.** Development Applications for the individual parcels or tracts, or portions or phases thereof, shall be submitted to the DRT for processing under the provisions of this Agreement. It is acknowledged that the Property is anticipated to be developed in multiple phases which includes the Development of one (1) block of the Property at a time, in order to provide the Owner or Developer flexibility to meet market demands. Developer has conducted traffic studies and created a master plan for

the entire Property. Separate traffic studies shall not be required for individual residential phases of Development. Development Rights to the land encompassed by an Initial Development Application or master plan may be transferred to any other portion of the Property, or to another Developer of the Property, provided that such does not increase the proposed ranges of densities and intensities beyond that which would otherwise be allowed under the provisions of this Agreement. Such transfer of Development Rights shall require written notice to the County and written acknowledgment by the DRT, as set forth below, and which shall not be unreasonably withheld. The Unified Development Plan, which generally allocates building types, may be modified to accommodate market conditions, subject to the overall density and use maximums set forth in the ZDSO and in this Agreement.

**B.** The County agrees that the Owner shall have the unlimited right to phase the Development of the Property in accordance with the Development Schedule.

**C.** The County agrees to use its best efforts to review in an expeditious manner all reviews contemplated by or required by the ZDSO, including but not limited to land use changes, Development applications, and plats and subdivisions for the Development of the Property. The Owner may submit these items for concurrent review by Beaufort County and other governmental authorities.

**D.** The County agrees that the Property is approved and fully vested for intensity, commercial density, Impact Fees, uses and height, setbacks, and parking and signage, and shall not have any obligations for onsite or offsite transportation or other facilities or improvements other than as specifically provided in this Agreement, but shall adhere to the Unified Development Plan as modified or amended from time to time. The County shall not impose additional obligations or regulations in connection with the ownership or Development of the Property, except in accordance with the procedures and provisions of Section 6-31-80 (B) of the Act, which Owner shall have the right to challenge.

**XI. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE**

Contained herein are those conditions, terms, restrictions or other requirements determined to be necessary by the County for the public health, safety and welfare of its citizens. Specifically, the County considers the protection of the natural environment and nearby waters and the preservation of Beaufort County’s character and unique identity to be mandatory goals and to be achieved without compromise. The Owner shares this commitment and therefore agrees to the following:

**A. Stormwater Quality.** A primary goal of the County is the protection of the quality of nearby waters. The Owner and Developer shall be required to abide by all provisions of Federal, State and County laws and regulations for the handling of stormwater, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors. In order to protect water quality of the rivers, the Owner agrees to prepare a master plan of the stormwater drainage systems , as defined in the ZDSO for all or any portion of the Property, for each Initial Development Application; to construct stormwater drainage systems in accordance with the approved master plan; and, to maintain the stormwater drainage systems ensuring proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by the amount of impervious surfaces, the Owner, its successors and assigns commit to design stormwater management systems in accordance with the County’s current Best Management Practices (“BMP’s”). Further, Owner agrees to provide BMP’s for pre-treatment, including supplemental open space (in accordance with the most current edition available of the Beaufort County Storm Water Best Management Practices manual, required by engineering design and calculations. In addition to the water quality safeguards committed to above by the Owner, notwithstanding Article IX hereof, the Owner and Developer shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of stormwater provided those ordinances and

regulations apply County-wide and are consistent with sound engineering practices. It is specifically agreed, however, that any such ordinances of the County that directly or indirectly affect the setback, buffer or open space requirements permitted pursuant to the ZDSO and/or this Agreement shall not be applicable to the Owner, the Developer and the Property without the Owner's and Developer's express written consent thereto; provided, however, that open space requirements may be modified as a result of specific implementation requirements for future stormwater management BMP's related to detention and treatment of stormwater that are applicable County-wide and are consistent with sound engineering practices, unless such change in requirements is less than twenty percent (20%) and the appropriate increase in density/intensity is granted by the County to provide for no net loss of density or space.

**B. Covenants.** The Owner may record restrictive real property covenants that run with the Property that shall govern such matters as architectural control, permitted uses, setbacks, landscaping, trees, exterior lighting, pets and wildlife, maintenance of common areas or open space, and which shall specifically prohibit unsightly activities. The provisions of the covenants for portions of the Property may differ from the covenants applicable to the other portions of the Property.

**C. Tree Protection.** Except for lands used for silviculture, if any, which shall be controlled by State regulations and Beaufort County's BMP's, Owner, its successors and assigns, including the Developer, shall comply with the provisions of ZDSO appertaining to trees.

**D. Legal Status of Workers.** The Owner and the County recognize the importance of having legal workers undertake construction and other work on the Property only. Provided such is lawful, the Owner agrees to supplement current County and State laws by requiring all contractors and subcontractors to sign sworn affidavits stating that: (i) all workers in its employ have been verified as to legal status; and, (ii) that to the best of its knowledge, after reasonable diligence, the contractor and subcontractor has verified such legal status. Additionally, provided such is lawful, construction sites shall be posted with notices providing legal status requirements and providing that verification of status may be demanded on the construction site at any time by the Owner, Developer, secondary Developers and/or the County. Any provision of this Section D may be altered with consent of the County Administrator to reflect evolving legal and policy decisions on this subject without formal amendment hereto.

**XII. COMPLIANCE REVIEWS**

Pursuant to the requirements of Section 6-31-90 of the Act, the Owner or its designee(s), shall meet with the County or its designee, at least once per year during the Term, to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or its designee(s) shall be required to provide such information as may reasonably be requested, to include but not be limited to: acreage of the Property sold in the prior year; acreage of the Property under contract; the number of certificates of occupancy issued in the prior year, the number of certificates of occupancy anticipated to be issued in the ensuing year; the Development Rights transferred in the prior year; and, the Development Rights anticipated to be transferred in the ensuing year. The Owner or its designee(s) shall be required to compile this information for its respective Development and that of its Developer.

**XIII. ASSIGNMENT AND TRANSFERS**

**A. Notice of Assignment.** Owner shall be required to notify Beaufort County, in writing, as and when Development Rights are transferred to any Developer or successor Owner. Such information shall include the identity and address of the acquiring party, a proper contact individual, and the location and number of acres of the Property for which Development Rights are being transferred.

Developers transferring Development Rights to any other party shall be subject to this requirement of notification.

**B. Release After Assignment.** In the event that the sale or other conveyance of all or a portion of the Property has been deemed to be compliant with this Agreement, the transferring Owner shall be released from any further obligations with respect to the Property being transferred, and the transferee shall, under this Agreement, be considered to be a substitute for the Owner for the Property transferred.

**C. Variiances.** It is acknowledged that nothing in this Agreement shall be deemed or construed to affect the right of any person to seek a variance from those provisions of the ZDSO that are in accordance with applicable state and local laws in effect at the time of the variance application.

**XIV. EFFECT OF FUTURE LAWS AND CHANGES TO THE ZDSO**

**A. Vested Rights.** Beaufort County acknowledges that the Owner and Developer are relying upon this Agreement, and agrees that Owner and Developer shall have vested rights to undertake Development of all or any portion of the Property, as depicted in the Unified Development Plan and in accordance with the terms and conditions contained herein. Accordingly, Beaufort County agrees that the Owner’s and Developer’s reliance upon the terms and conditions contained herein shall create vested rights to undertake Development of all or any portion of the Property in accordance with this Development Agreement.

**B. Future Laws.** Any amendment or modification to the ZDSO, including any new or successor zoning and development standards ordinances adopted by Beaufort County, shall not be applicable to the Property without the Owner’s express prior written consent, except as otherwise provided herein, provided that Beaufort County may apply such subsequently adopted laws to the Development if it holds a public hearing and it is determined that the subsequently adopted laws: (a) are not in conflict with laws governing this Agreement and do not prevent the Development contemplated in this Agreement; (b) are essential to public health, safety or welfare, and the subsequently adopted laws expressly state that they apply to the Development of the Property; and, (c) are specifically anticipated and provided for in the Development Agreement; and provided that: (i) Beaufort County demonstrates that substantial changes have occurred to pertinent conditions regarding the Property existing as of the Effective Date; and, if not addressed by Beaufort County, such conditions would pose a serious risk to the health, safety and welfare of its citizens; or (ii) the Development Agreement is based on substantially inaccurate information supplied by Owner. Owner and Beaufort County acknowledge that a portion of the Property is located within AICUZ Noise Zone 2A and that boundaries and restrictions may change for AICUZ noise zones. In the event such changes are proposed, which apply to all or any portion of the Property, the Owner and the County each agree to work together in good faith to alleviate the impact of such changes on the Property. In no event, however, shall the Owner be required to reduce or transfer density as shown in the Unified Development Plan, without the written consent of the Owner. Owner shall, however, continue to provide to purchasers of all or any portion of the Property, proper AICUZ Noise Zone Disclosure Forms as required by current or subsequent laws, and shall be bound by all current and future noise attenuation requirements for construction.

**C. Future Laws of General Application.** The parties specifically acknowledge that this Agreement shall not prohibit the application of any present standard codes or future codes in compliance with Section 6-31-160 of the Act, or any tax or fee of general application throughout the County. No future development and/or aid to construction, Impact Fees or special assessments shall apply to the Property without the written consent of the Owner.

## **XV. DEFAULTS**

The failure of the Owner, Developer or County to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided, however, that no termination of this Development Agreement may be declared by the County without the County providing to the Owner and Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing individual stop work orders or voiding specific permits issued for Development when such Development contravenes the provisions of the ZDSO or this Development Agreement.

A default of the Owner shall not constitute a default by the Developer; and a default by the Developer shall not constitute a default by the Owner; nor shall a default by one Owner or Developer constitute a default of the Owners collectively.

## **XVI. MODIFICATION OF AGREEMENT**

This Development Agreement may be modified or amended only by the written agreement of the County and the Owner. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owner(s), then only the County and those affected persons or entities shall sign such written amendment. Because this Agreement constitutes the Unified Development Plan for the Property, minor modifications to a site plan or to Development provisions may be made without a public hearing or amendment to the Development Agreement Ordinance. Any requirement of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The plans for Development of the Property are not intended to be a rigid, nor exact. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of residential/commercial Developments suggested is followed and respected.

## **XVII. NOTICES**

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other party at the address set forth below or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile; or, if by mail, on the fifth (5<sup>th</sup>) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, consents, approvals or communications to the County shall be addressed as follows:

To Beaufort County: Office of Beaufort County Administrator  
100 Ribaut Road  
Room 156  
Beaufort, SC 29902

With Copy To: Beaufort County Legal Department  
c/o Joshua A. Gruber, Esquire  
Post Office Drawer 1228  
Beaufort, SC 29901-1228

And to Owner: Burton Development, LLC  
c/o Cherokee Beaufort, LLC  
Attn: Mr. Robert Turner  
22 Market Street  
Beaufort, SC 29906

With Copy To: McNair Law Firm, P.A.  
Post Office Drawer 3  
Hilton Head Island, SC 29938  
Attn: Walter J. Nester, III

#### **XVIII. GENERAL**

**A. Subsequent Laws.** In the event that State or Federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a Court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“New Law” or “New Laws”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law or court decision, those parties designated by the Owner, the Developer and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes of intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a Court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, the Developer and the County each shall have the right to challenge the New Laws preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

**B. Estoppel Certificate.** The Owner, the Developer and the County may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (i) that this Agreement is in full force and effect;
- (ii) that this Agreement has not been amended or modified, or if so amended, identify those amendments;
- (iii) whether, to the knowledge of such notifying party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and

(iv) whether, to the knowledge of such notifying party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. **Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the County, the Owner and the Developer relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. **No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Owner, the Developer or the County or between the Owner(s), or the Owner and any Developer, or to render such party liable in any manner for the debts or obligations of another party.

E. **Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

G. **Assignment.** Other than as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developer or the County shall be assignable to any other person, firm, corporation or entity.

H. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

I. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

J. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

K. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

L. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the County, the Owner and the Developer (including successors and/or assigns). No other persons shall have any rights hereunder.

**XIX. STATEMENT OF REQUIRED PROVISIONS**

A. **Specific Statements.** The Act requires that a development agreement include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for

convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60(A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owner.** The legal description of the Property is set forth in Exhibit "A", attached hereto. The current legal Owner of the Property is Cherokee Beaufort, LLC.
2. **Duration of Agreement.** The duration of this Agreement shall be five (5) years, with three (3) five (5)-year renewal terms.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, Dwelling Unit densities, building intensities and heights, as well as other Development related standards, are contained in this Agreement.
4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding electrical service, telephone and solid waste disposal. The mandatory procedures of the ZDSO and this Agreement, and/or the use of Development Impact Fees, fees in lieu, or other funding sources at the County's option shall ensure availability of roads, schools, parks and utilities to serve residents on a timely basis.
5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All relevant State and Federal laws shall be fully complied with, in addition to the provisions set forth in this Agreement. Where required by State or Federal law, protective buffers for wetlands shall be created.
6. **Local Development Permits.** The Development is set forth in the Unified Development Plan, and must comply with the ZDSO. Specific permits shall be obtained prior to commencing Development, consistent with the standards set forth in the ZDSO. Building permits shall be obtained under County Ordinances for any vertical construction, and appropriate permits shall be obtained from the State of South Carolina (OCRM) and the Army Corps of Engineers, when applicable, prior to any impact upon salt or freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.
7. **Comprehensive Land Use Plan and Development Agreement.** The Development permitted and proposed hereunder is consistent with the Beaufort County Comprehensive Land Use Plan and with the County's current land use regulations.
8. **Terms for Public Health, Safety and Welfare.** The Beaufort County Council finds that all issues currently relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the ZDSO and existing law.
9. **Historical Structures.** No specific terms relating to historical structures shall be pertinent to this Development Agreement. All historic structures and issues shall be addressed through the permitting process of the ZDSO at the time of Development; and no exception from any existing standard shall be hereby granted.







# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommend approval of a Resolution and an Intergovernmental Agreement between Beaufort County and Hilton Head Island for William Hilton Parkway Safety and Pedestrian Improvements (\$600,000).
<b>MEETING NAME AND DATE:</b>
March 25, 2024 - Public Facilities and Safety Committee
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACA – Infrastructure <i>(5 mins)</i>
<b>ITEM BACKGROUND:</b>
Beaufort County and the Town of Hilton Head Island seek to establish an agreement whereby the County offers aid and assistance to the Town for safety improvements and pedestrian accommodations along sections of William Hilton Parkway (US 278) in 2024.
<b>PROJECT / ITEM NARRATIVE:</b>
The two safety projects are located on William Hilton Parkway: <ul style="list-style-type: none"><li>a. William Hilton Parkway - Northridge Area Segment 3 Safety Improvements.<ul style="list-style-type: none"><li>i. This project will update crosswalk pavement markings and replace existing pedestrian crossing signs with a push-button rectangular rapid flash beacon (RRFB), in pavement crosswalk lighting and roadway lighting.</li></ul></li><li>b. William Hilton Parkway and Palmetto Bay Road Intersection Safety Improvements, Signage, and Pavement Marking.<ul style="list-style-type: none"><li>i. This project will update pavement markings, street signs, and make minor safety improvements to intersections.</li></ul></li></ul>
<b>FISCAL IMPACT:</b>
A not to exceed amount of \$600,000 to be funded from the Hilton Head Island/Daufuskie Island Road Impact Fees account 2300-30-0000-54500-12300 with a remaining balance of \$800,000. The Town shall submit paid invoicing documentation to the County for reimbursement.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of an Intergovernmental Agreement between Beaufort County and Hilton Head Island for William Hilton Parkway Safety and Pedestrian Improvements.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Recommendation to approve/deny an Intergovernmental Agreement between Beaufort County and Hilton Head Island for William Hilton Parkway Safety and Pedestrian Improvements.  <i>Next Steps: Move forward to County Council to approve/deny an Intergovernmental Agreement between Beaufort County and Hilton Head Island for William Hilton Parkway Safety and Pedestrian Improvements.</i>

**RESOLUTION NO. 2024 / \_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF HILTON HEAD ISLAND FOR PARKWAY SAFETY IMPROVEMENTS AND PEDESTRIAN ACCOMMODATIONS**

**WHEREAS**, the Town of Hilton Head Island, South Carolina, (hereinafter referred to as the “Town”), has a need for safety improvements and pedestrian accommodations along certain sections of William Hilton Parkway (US 278) at areas located within the Town of Hilton Head Island;

**WHEREAS**, the County collects development impact fees in accordance with the Beaufort County Code of Ordinances, Chapter 82 - Impact Fees, and such fees may be expended on qualifying capital or system improvements, that address safety and capacity, in jurisdictions from which they were derived. The planned safety and pedestrian improvements on William Hilton Parkway are a qualifying project; and

**WHEREAS**, the County has a 2024 Fiscal Year balance of \$600,000.00 in Traffic Impact Fees that must be allocated to eligible transportation projects within the Hilton Head Island – Daufuskie Island jurisdictions; and

**WHEREAS**, the Town and County seek to establish an agreement whereby the County will offer aid and assistance to the Town in the form of funding for two safety projects along sections of William Hilton Parkway (US 278) at areas located within the Town of Hilton Head Island; and

**WHEREAS**, the two safety projects to be completed pursuant to an Intergovernmental Agreement are in the Northridge Area Segment 3 Safety Improvements, which will consist of updating crosswalk pavement markings and replace existing pedestrian crossing signs with a push-button rectangular rapid flash beacon (RRFB), in pavement crosswalk lighting and roadway lighting; and in the William Hilton Parkway and Palmetto Bay Road Intersection will update pavement markings, street signs, and make minor safety improvements to intersections; and

**WHEREAS**, pursuant to S.C. Code of Laws Sections 4-9-40, and 6-1-20, and Article VIII, Section 13 of the State of South Carolina Constitution, cities and counties may enter into agreements to provide joint services when mutually desirable.

**NOW, THEREFORE**, County Council hereby RESOLVES TO authorizes the County Administrator to enter into an Intergovernmental Agreements with the Town of Hilton Head Island to offer aid and assistance to the Town in the form of funding for the installation of safety

improvements and pedestrian accommodations along sections of William Hilton Parkway (US 278).

**IT IS SO ORDERED!**

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joe Passiment, Chairman

ATTEST:

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



## SECTION 1 – DEFINITIONS

- A. **TRAFFIC IMPACT FEES** - These are development impact fees charged by the County in accordance with the County Code of Ordinances, Chapter 82 - Impact Fees, and such fees may be expended on qualifying capital or system improvements in jurisdictions from which they were derived.
- B. **PROJECT** - The overall project will consist of work at two locations on William Hilton Parkway and the improvements are more specifically defined below:
- a. William Hilton Parkway - Northridge Area Segment 3 Safety Improvements.
    - i. This project will update crosswalk pavement markings and replace existing pedestrian crossing signs with a push-button rectangular rapid flash beacon (RRFB), in pavement crosswalk lighting and roadway lighting.
  - b. William Hilton Parkway and Palmetto Bay Road Intersection Safety Improvements, Signage, and Pavement Marking.
    - i. This project will update pavement markings, street signs, and make minor safety improvements to intersections.

## SECTION 2 – PROCEDURES

- A. **DESIGN & PERMITTING:** The Town will be responsible for the design of the project and any procurement necessary to hire an engineering consultant required to design the planned improvements. The Town and its consultants will be responsible for obtaining all permits required to perform the work.
- B. **CONSTRUCTION:** The Town will be responsible for the procurement of a contractor to perform the planned work. The contractor is to perform the work in accordance with the prepared plans, specifications, and permit requirements.
- C. **CONSTRUCTION ADMINISTRATION & INSPECTION:** The Town will be responsible for the administration of the construction contract and any inspection of the work as required by the SCDOT encroachment permit.
- D. **INVOICES:** For all work on the project, the Town shall submit paid invoicing documentation to the County. The Town shall send the County an invoice(s) for all completed work requesting reimbursement in an amount not to exceed \$600,000.00. Any project costs incurred greater than \$600,000.00 will be the responsibility of the Town.
- E. **PAYMENT:** The County shall pay the invoice, or advise of any disputed items, not later than thirty (30) days following the billing date.

### **SECTION 3 – INSURANCE**

Each party to this Agreement shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. A copy of the insurance carrier’s letter or the resolution of self-insurance shall be attached to the executed copy of this Agreement. Each party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

### **SECTION 4 – LIABILITY**

Each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

### **SECTION 5 – TERM**

This Agreement shall run through completion of the project or December 31, 2024, whichever comes first. This agreement may be terminated upon thirty (30) days advance written notice by the Parties to this agreement. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal.

### **SECTION 6 – SEVERABILITY: EFFECT ON OTHER AGREEMENTS**

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters, pursuant to this Agreement. In the event that parties of this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

**IN WITNESS WHEREOF**, the Town of Hilton Head Island, South Carolina and Beaufort County, South Carolina, by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**WITNESSES:**

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

**WITNESSES:**

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

**BEAUFORT COUNTY**

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

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

**TOWN OF HILTON HEAD ISLAND**

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

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommend approval of a Resolution and an Intergovernmental Agreement between Beaufort County and Hilton Head Island for William Hilton Parkway Safety and Pedestrian Improvements (\$600,000).
<b>MEETING NAME AND DATE:</b>
March 25, 2024 - Public Facilities and Safety Committee
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACA – Infrastructure <i>(5 mins)</i>
<b>ITEM BACKGROUND:</b>
Beaufort County and the Town of Hilton Head Island seek to establish an agreement whereby the County offers aid and assistance to the Town for safety improvements and pedestrian accommodations along sections of William Hilton Parkway (US 278) in 2024.
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<b>FISCAL IMPACT:</b>
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<b>OPTIONS FOR COUNCIL MOTION:</b>
Recommendation to approve/deny an Intergovernmental Agreement between Beaufort County and Hilton Head Island for William Hilton Parkway Safety and Pedestrian Improvements.  <i>Next Steps: Move forward to County Council to approve/deny an Intergovernmental Agreement between Beaufort County and Hilton Head Island for William Hilton Parkway Safety and Pedestrian Improvements.</i>



# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommend Approval of Request to Purchase 48 Recycling Roll-off Containers (\$408,530)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee - March 25, 2024.
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Infrastructure Neil Desai, Public Works Director Time needed for discussion = 5 minutes
<b>ITEM BACKGROUND:</b>
Currently, the recycling roll-off containers are owned and leased to the County from the current vendor, Waste Management. In the fall of 2023, we issued an RFP for recycling services. I2 Recycle was awarded the contract. Included in the contract award from I2 Recycle was a fee to lease the containers from I2 as the new vendor. Upon additional review, it was determined by Solid Waste & Recycling staff that it would be more advantageous to purchase the containers versus rent them. Similar to our initial plans, we intend for I2 to source the containers through their contract. Pending approval, we will amend the I2 contract to remove the multi-year cost to lease the containers with a one-time cost to purchase the containers.
<b>PROJECT / ITEM NARRATIVE:</b>
Solid Waste & Recycling needs to purchase (48) roll-off containers, with recycle hip roof with sliding doors, for use by its new contractor, i2 Recycle. To place Beaufort County logos and the Rerun image on the units it is necessary to purchase the roll-off containers. In addition to the quote provided by I2 Recycle, we received two additional quotes (one being from the state contract vendor) and have found the quote from I2 as comparable.
<b>FISCAL IMPACT:</b>
Per the original ARPA ordinance (2022/06), \$2,000,000 of ARPA funds were allocated to Solid Waste & Recycling. Those funds have already been transferred to the Solid Waste Enterprise Fund and the funds have been divided into separate line items within the Solid Waste account. The quote for the purchase of these containers is for \$408,530. The remaining Solid Waste & Recycling ARPA funds will be \$1,591,470. The funding for this item is from account the Solid Waste & Recycling non-capital equipment account: 5010-90-1340-52600 with an available balance of \$408,747.01 .
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommend approving the purchase of (48) roll-off containers. This recommendation is based on the need to provide recycling containers for its new recycling contract.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve /deny the recommendation to approve the purchase of (48) roll-off containers. <i>(Next Step – Forward action to County Council on 3/25/2024 for approval.)</i>



# Non-Competitive Purchases Form



Item 13.

This form shall be completed for any non-competitive purchase that is not exempt.

*(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.*

*(b) Sole source procurement of a used item from the open market may only be considered, provided that:*

*(1) The using agency recommends purchase; (2) condition of the item is verified by appropriate County official; and (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.*

*Code 1982 SS 12-19 Sec. 2-518 Sole source procurement*

*The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division; however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section. (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) Oil company credit cards (11) Articles for commercial sale by all governmental bodies*

*Code 1982 SS 12-14 Ord. No. 2000-1 S 1, 1-1-0-2000 Sec. 2-514 Exemption from procedures (12) Legal Services, which must be approved by the County Administrator or County Council (13) Fixed Wing and Rotary Win and Aircraft Maintenance.*

*Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.*

*Code 1982 SS 12-20 Sec. 2-519 Emergency procurements*

Requesting Department

Public Works/Solid Waste & Recycling

Requested Account Code

5010-90-1340-54100

Item 13.

Department Head \*

Desai, Neil

Description of Requested Services:

Purchase of roll off containers

Please provide a listing of the items purchased:

Beaufort County has chosen to move forward with i2 Recycling for the RFP 102423: Recyclable Materials Processing and Marketing. The contract includes a lease to own agreement for roll off containers. Beaufort County Solid Waste wishes to request PFC and CC approval to purchase the roll off containers outright from i2 so they can be wrapped with Beaufort County logos and the Rerun image upon arrival. Funds in the account are from ARPA and have been approved by ACA to use for this purpose.  
Roll off recycling containers: QTY 48  
Price for purchase: \$408,530

Requested Vendor Name:

i2 Recycle

Requested Vendor Address:

12 Wingshell lane, Hilton Head Island, SC 29926

Requested Vendor Phone Number:

843-785-4222

Requested Vendor Email Address:

mbennet@i2recycle.com

Type of Service Requested (Please choose one)

- Construction     Service     Supply/Good

Attachments

-  Recyclables Processing and Marketing Final.pdf
-  i2RecycleLLCresponseRFP102423 (1).pdf
-  BC container estimate Estimate 1035.pdf

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

- It is not possible to obtain competition. There is only one source available for the supply; service; or construction item.
- The procurement is for a used item from the open market. The item may only be considered if; (1) the using agency recommends purchase; (2) condition of the item is verified by appropriate County official; (3) Price analysis justifies purchase when the following factors are considered; (a) new acquisition price; (b) current book value; and (c) maintenance costs.
- An emergency exists that threatens the functioning of County government.
- An emergency exists that threatens the preservation or protection of County property.
- The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:

- Standardization
- Warranty
- Other (please specify below)

i2 has placed the order for the containers for the purpose of the contract

**What steps have been taken to verify that these features are not available elsewhere?**

- Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County - attach additional pages as necessary):

Wastequip, Becker

- Other vendors were contacted (please list names and contact information and explain why those contacted did not meet the needs of the County - attach additional pages as necessary):

Submitter Reviewed Hoffman, Victoria Mar 1, 2024 3:01 PM

**\*\*\* Department Head Section \*\*\***

Department Head Approved Desai, Neil Mar 1, 2024 3:47 PM

\*\*\* Purchasing Review Section \*\*\*

Date Received in Purchasing

Department:

Mar 4, 2024

Reviewed by Purchasing Department for completeness

Reviewed by:

Thomas, Dave

Mar 4, 2024 9:39 AM

Verified that this is the only source:

Yes  No

Comments:

This will need to go to committee and CC for approval.

Purchasing Director Decision:

Approve  Disapprove

Thomas, Dave

Mar 4, 2024 9:39 AM

Associated Requisition Number:

Associated Contract Number:

\*\*\* Purchasing Completion Section \*\*\*

Process Complete

Moyer, Victoria

Mar 4, 2024 11:43 AM

**i2recycle**  
 12 WING SHELL LANE  
 HILTON HEAD ISLAND, SC 29926  
 US  
 +1 8437853083  
 info@i2recycle.com  
 www.i2recycle.com

# Estimate



ADDRESS
Beaufort County 9 Benton Field Road Bluffton, SC 29910

SHIP TO
Beaufort County 9 Benton Field Road Bluffton, SC 29910

ESTIMATE #	DATE	EXPIRATION DATE
1035	01/23/2024	02/13/2024

**SALES REP**  
MB

**EQUIPMENT TYPE**  
Roll Off Containers

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	<b>Parts</b>	Parts & Equipment - 20yd OT7-STIFF 22' Deck 43" Sides Recycle Hip Roof w/ Plastic Sliding doors 30"x30" - 3 per side White Enamel	40	7,717.50	308,700.00
	<b>Parts</b>	Parts & Equipment - 40 yd Octagon Container White Enamel	8	9,197.50	73,580.00
	<b>Shipping</b>	Shipping - Estimated Delivery to Hardeeville SC 24 Combined Loads 50% Deposit require to begin construction 6-12 weeks Lead time after receipt of deposit. ETA will be updated once construction has begun	1	26,250.00	26,250.00

Estimate is good until February 1 2024 at which time price may be subject to change.

<b>SUBTOTAL</b>	408,530.00
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>\$408,530.00</b>

Accepted By

Accepted Date

# CONTAINERS

## Recycling Containers



12 Yard Shown

### FEATURING:

- Lifetime Guarantee on Hook and Hook Plate
- Rudco Roll-Offs feature tube main rails with solid bullnose
- All containers are primed and painted in one of ten standard colors
- Formed front corner posts for added strength
- Non-Sagging Door is designed to rest on floor of container
- Large "V" notches in each vertical support column prevents moisture retention
- Vertical Lift Handle with Semi-Automatic Cam Locking System

**ALL PRODUCTS ARE BUILT RUDCO TOUGH IN THE USA**

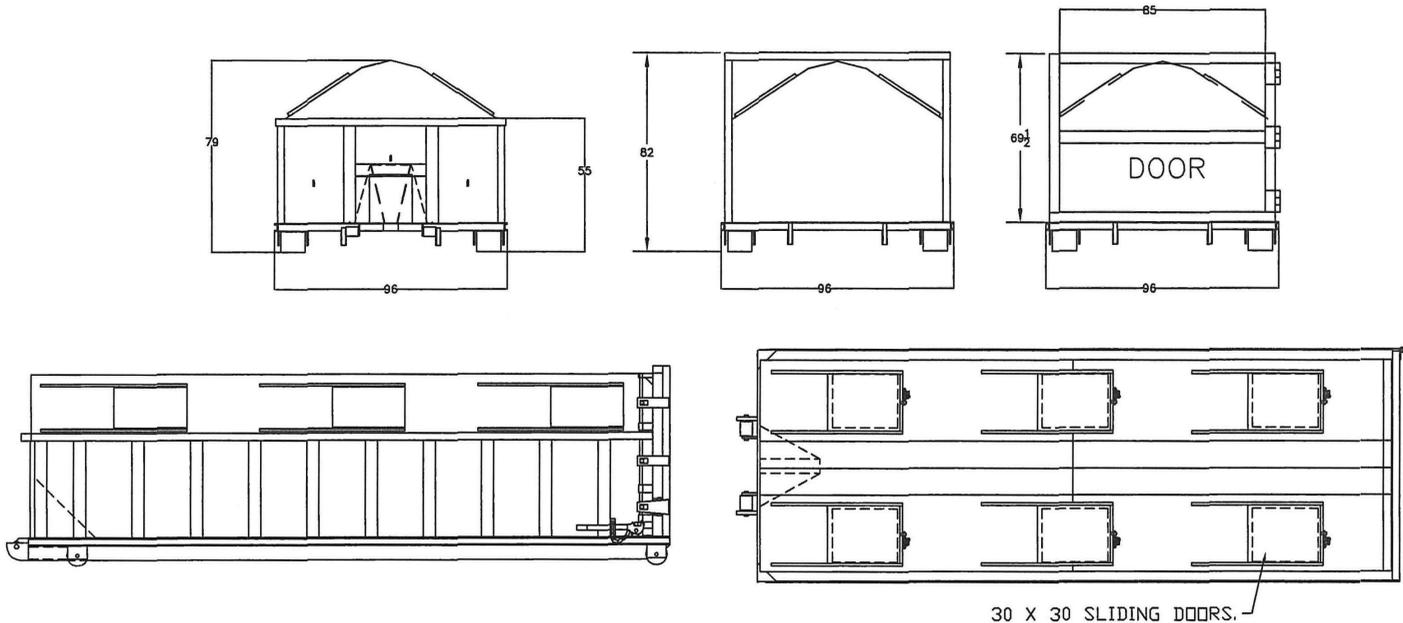
**RUDCO**  
PRODUCTS, INC



**Rental Program And Financing Available**

[www.rudco.com](http://www.rudco.com)

Toll Free: 1.800.828.2234 • E-Mail: [sales@rudco.com](mailto:sales@rudco.com)



SIZE	MAX. DOORS PER SIDE	HEIGHT INSIDE	HEIGHT OUTSIDE	WIDTH OVERALL	LENGTH OVERALL	APPROX. WEIGHT
12 YD	2	55"	78-1/2"	96"	(A) 12' 9"	3900 LBS.
18 YD	3	55"	78-1/2"	96"	(A) 16' 9"	4500 LBS.
25 YD	4	55"	78-1/2"	96"	(A) 22' 9"	5000 LBS.

### STANDARD DECK

- 3/16" PL. Floor Sheet
- 3" Structural Channel on 20" Centers
- 3/16" PL. Gussets on every other Cross Member
- 6" x 2" x 3/16" Tube One Piece Main Rail
- Four 8" diameter x 8" LG. Heavy Duty Wheels
- 4" OD x 4" LG Front Roller w/1 1/2" Pin and Grease Fitting
- 1" Certified Hook Plate (w/lifetime guarantee)
- 1 1/4" Certified Plate Cable Hook (w/lifetime guarantee)
- 1 1/2" Plate Solid Bullnose

### FRONT AND SIDES

- 11 Ga. Sheet
- 11 Ga. One Piece Formed Dog House
- 4" x 3" x 11 Ga. Top Tube
- Columns have notches at bottom to prevent moisture retention
- 2" x 2" Formed Angle

### REAR CORNER POST

- 11 Ga. 3" x 5" Formed 4-Way Bend Side Stiffener on 24" Centers
- Hinge Side 3" x 6" x 3/16" Formed Stiffener 4-way Bend

### REAR DOOR

- 11 Ga. Sheet w/ 4" x 3" x 11 Ga. Tube Frame and 3/8" Safety Chain
- Hinges 1/2" x 7" x 9" and 1/2" x 3" x 4" Plates with 2" OD Mechanical Tube Bushings with Grease Fittings and one 3/16" Cold Rolled Pin
- Non-Sagging Door is designed to rest on the floor of the container

### DOOR LOCK

- Semi-automatic Cam Locking system w/3 Cams & Self-Aligning Keeper and with a Vertical Lift Handle (flat bar) to assure customer safety

### ROOF

- 11 Ga. Steel With Maximum of 4 openings per side for a total of 8 per container.

### DIVIDER (OPTIONAL)

- 11 Ga. Steel reinforced with 2" x 2" x 1/4" angle. Locking pins are inserted through the side of the container to lock divider in place.
- Each divider has an 11 Ga. fixed plate welded above to eliminate spillage into the next compartment. This enables you to obtain the fullest capacity of that compartment.

RUDCO RESERVES THE RIGHT TO REVISE, AMEND AND IMPROVE IT'S EQUIPMENT WITHOUT NOTICE

**CORPORATE OFFICE:** 114 E. Oak Rd. • Vineland, NJ 08360 • Ph: 1.856.691.0800 • Fax: 1.856.690.0556

**MAILING ADDRESS:** P.O. Box 705 • Vineland, NJ 08362

**Toll Free: 1.800.828.2234 • E-Mail: sales@rudco.com**  
**Phone: 1.856.691.0800 • Fax: 1.856.696.008**

**rudco.com**



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommend Approval of Request to Purchase Qty-13 Waste Compactor Units for Beaufort County Convenience Centers (\$624,021.42).
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee - March 25, 2024.
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator - Infrastructure Neil Desai, Public Works Director Time needed for discussion = 5 minutes
<b>ITEM BACKGROUND:</b>
Compactor units at the Convenience Centers have surpassed their recommended service life of 10 years. They experience mechanical issues and services at the Convenience Centers are negatively affected by this. The selected vendor is under a state contract. Quote prices were compared with other vendors with similar units. The state contract is preferable as it provides all services needed: installation of metal guards, removal of existing units, and installation of new units. Based on the individual needs of each center the following units are being proposed for purchase: Bluffton- RJ-450HD (5), RJ-450 (4) total: \$460,875.32, St Helena- RJ-450 (3) total: \$122,193.47, & Hilton Head- RJ-450 (1) total: \$40,952.63. The total cost of the 13 units and additional parts is \$624,021.42.
<b>PROJECT / ITEM NARRATIVE:</b>
Solid Waste & Recycling would like to replace compactor units that are in disrepair. Staff requests to move forward with the purchase of the compactor units under the state contract with Becker Complete Compactor Inc.
<b>FISCAL IMPACT:</b>
The vendor is under a state contract. The estimated cost for the purchase is \$624,021.42 and has been budgeted for FY24. A quote has been provided for the units at each center. The current funding account is 5010-90-1340-54100. Current funds remaining in the account: \$ 1,041,825.00.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends moving forward with Becker to purchase the waste compactor units.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to accept /deny the request to purchase waste compactor units. <i>(Next Step – Forward action to County Council on April 8, 2024 for approval.)</i>



## Becker Complete Compactor

Becker Complete, LLC  
 2542 CHARLESTON HWY  
 WEST COLUMBIA, SC 29172-3902  
 Phone: 803-755-0075

Order #	Date
S4725	03/15/2024

Bill To:
County of Beaufort 100 Ribaut Rd Beaufort, SC 29902

Ship To:
County of Beaufort 100 Ribaut Rd Beaufort, SC 29902

Customer: County of Beaufort

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
Devin	COD	Origin	Will Call	03/15/2024

Item #	Number	Description	Qty Ordered	Total Price
1	RJ-450	Standard Features Include: RH Side mounted Power Pack; Weather Cover for Power Pack; 3 Phase Tri-Volt; Push Button Control Station Mounted on 13' Sealtite; Ratchets with Grab Claws; External Reset Button in Panel Box Face; Driver Switch; and UL Listed NOTE: 3 PH 230;	1 ea	\$ 39,985.00
2	000444	Fullness package Includes advanced warning and container full	1 ea	\$ 1,522.00
3	000173	Side feed 3 sided Specify left hand or right hand feed Must add Hold to Run controls	1 ea	\$ 8,260.00
4	000284	Controls on 20' sealtite in lieu of 13'	1 ea	\$ 342.00
5	000005	Pressure gauge on 20' hose - Single needle & single color	1 ea	\$ 696.00
6	000014	Container guide 5' long NOTE: With Stops	1 ea	\$ 800.00
7		Subtotal		\$ 51,605.00
8	30%	30% Discount		-\$ 15,481.50
9		Subtotal		\$ 36,123.50
10	BCC Custom	BCC Custom NOTE: Metal side guards fabricated and installed for each compactor; Price per compactor;	1 ea	\$ 400.00
11	FREIGHT-01	Freight with Shipping and Handling NOTE: Delivery of (1) unit	1 ea	\$ 1,750.00



Estimate Item 14.

## Becker Complete Compactor

Becker Complete, LLC  
2542 CHARLESTON HWY  
WEST COLUMBIA, SC 29172-3902  
Phone: 803-755-0075

Order #	Date
S4725	03/15/2024

<b>Subtotal:</b>	<b>\$38,273.50</b>
<b>Sales Tax:</b>	<b>\$2,679.13</b>
<b>Total:</b>	<b>\$40,952.63</b>

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

March 15, 2024 11:16:31 PM EDT



## Becker Complete Compactor

Becker Complete, LLC  
 2542 CHARLESTON HWY  
 WEST COLUMBIA, SC 29172-3902  
 Phone: 803-755-0075

Order #	Date
S4726	03/15/2024

Bill To:
County of Beaufort 100 Ribaut Rd Beaufort, SC 29902

Ship To:
County of Beaufort 100 Ribaut Rd Beaufort, SC 29902

Customer: County of Beaufort

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
Devin	COD	Origin	Will Call	03/15/2024

Item #	Number	Description	Qty Ordered	Total Price
1	RJ-450 HD	Standard Features Include: RH Side mounted Power Pack; Weather Cover for Power Pack; 3 Phase Tri-Volt; Push Button Control Station Mounted on 13' Sealtite; Ratchets with Grab Claws; External Reset Button in Panel Box Face; Driver Switch; and UL Listed NOTE: 3 PH 230;	5 ea	\$ 327,490.00
2	RJ-450	Standard Features Include: RH Side mounted Power Pack; Weather Cover for Power Pack; 3 Phase Tri-Volt; Push Button Control Station Mounted on 13' Sealtite; Ratchets with Grab Claws; External Reset Button in Panel Box Face; Driver Switch; and UL Listed	4 ea	\$ 159,940.00
3	000444	Fullness package Includes advanced warning and container full	9 ea	\$ 13,698.00
4	000173	Side feed 3 sided Specify left hand or right hand feed Must add Hold to Run controls	9 ea	\$ 74,340.00
5	000284	Controls on 20' sealtite in lieu of 13'	9 ea	\$ 3,078.00
6	000005	Pressure gauge on 20' hose - Single needle & single color	9 ea	\$ 6,264.00
7	000014	Container guide 5' long NOTE: With Stops	9 ea	\$ 7,200.00
8		Subtotal		\$ 592,010.00
9	30%	30% Discount		-\$ 177,603.00
10		Subtotal		\$ 414,407.00
11	BCC Custom	BCC Custom NOTE: Metal side guards fabricated and installed for each compactor; Price per compactor;	9 ea	\$ 3,600.00
12	FREIGHT-01	Freight with Shipping and Handling NOTE: Delivery of (9) units	1 ea	\$ 12,783.00



Estimate Item 14.

## Becker Complete Compactor

Becker Complete, LLC  
2542 CHARLESTON HWY  
WEST COLUMBIA, SC 29172-3902  
Phone: 803-755-0075

Order #	Date
S4726	03/15/2024

<b>Subtotal:</b>	<b>\$430,790.00</b>
<b>Sales Tax:</b>	<b>\$30,085.32</b>
<b>Total:</b>	<b>\$460,875.32</b>

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

March 15, 2024 11:14:17 PM EDT



## Becker Complete Compactor

Becker Complete, LLC  
 2542 CHARLESTON HWY  
 WEST COLUMBIA, SC 29172-3902  
 Phone: 803-755-0075

Order #	Date
S4728	03/18/2024

Bill To:
County of Beaufort 100 Ribaut Rd Beaufort, SC 29902

Ship To:
County of Beaufort 100 Ribaut Rd Beaufort, SC 29902

Customer: County of Beaufort

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
Devin	COD	Origin	Will Call	03/15/2024

Item #	Number	Description	Qty Ordered	Total Price
1	RJ-450	Standard Features Include: RH Side mounted Power Pack; Weather Cover for Power Pack; 3 Phase Tri-Volt; Push Button Control Station Mounted on 13' Sealtite; Ratchets with Grab Claws; External Reset Button in Panel Box Face; Driver Switch; and UL Listed NOTE: 3 PH 230;	3 ea	\$ 119,955.00
2	000444	Fullness package Includes advanced warning and container full	3 ea	\$ 4,566.00
3	000173	Side feed 3 sided Specify left hand or right hand feed Must add Hold to Run controls	3 ea	\$ 24,780.00
4	000284	Controls on 20' sealtite in lieu of 13'	3 ea	\$ 1,026.00
5	000005	Pressure gauge on 20' hose - Single needle & single color	3 ea	\$ 2,088.00
6	000014	Container guide 5' long NOTE: With Stops	3 ea	\$ 2,400.00
7		Subtotal		\$ 154,815.00
8	30%	30% Discount		-\$ 46,444.50
9		Subtotal		\$ 108,370.50
10	BCC Custom	BCC Custom NOTE: Metal side guards fabricated and installed for each compactor; Price per compactor;	3 ea	\$ 1,200.00
11	FREIGHT-01	Freight with Shipping and Handling NOTE: Delivery of (3) units	1 ea	\$ 4,629.00



Estimate Item 14.

## Becker Complete Compactor

Becker Complete, LLC  
2542 CHARLESTON HWY  
WEST COLUMBIA, SC 29172-3902  
Phone: 803-755-0075

Order #	Date
S4728	03/18/2024

<b>Subtotal:</b>	<b>\$114,199.50</b>
<b>Sales Tax:</b>	<b>\$7,993.97</b>
<b>Total:</b>	<b>\$122,193.47</b>

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

March 18, 2024 9:45:42 AM EDT



1031 Hickstown Road, Erial, NJ, 08081  
 PHONE: 800-220-2228 FAX: 856-346-9118  
 WQ-10302333

Item 14.



**Sell To:**

Contact Name	Victoria Hoffman	Ship To Name	Beaufort County Public Works
Bill To Name	Beaufort County Public Works	Ship To	129 Shanklin Rd
Bill To	129 Shanklin Rd		Beaufort, SC 29906-8403
	Beaufort, SC 29906-8403		USA
	USA	Quick Ship	<input type="checkbox"/>
Email	victoria.hoffman@bcgov.net	Installation Location	Same as shipping address
Phone	(843) 255-2735		

**Quote Information**

Salesperson	Tim Pickel	Created Date	2/28/2024
Salesperson Email	<a href="mailto:tpickel@wastequip.com">tpickel@wastequip.com</a>	Expiration Date	3/29/2024
		Quote Number	WQ-10302333
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
Compaction - 445XHD-F	Stationary Compactor Model includes a Key Start-Auto-Jog, 15HP Tri-volt T.E.F.C. motor, UL/CUL Listed, Remote Power Unit, Weather cover, Controls Mounted in Face of NEMA 4 Rated Panel, NEMA 4 Rated Control Panel, Heavy Duty Ratchet Binders, A.N.S.I Z.245.2 Compliant and WASTEC rated		Color: Dark Green Voltage: TBD-3PH Feed Side: TBD Quick Disconnect: TBD	1.00	\$16,082.59	\$16,082.59
Compaction - CO102	80% full - Advance warning light			1.00	\$338.20	\$338.20
Compaction - CO112	Hold To Run Button			1.00	\$117.83	\$117.83
Compaction - CO122	Factory Options - Controls on remote pendant in lieu of mounting in panel face on 15' cord			1.00	\$217.31	\$217.31
Compaction - CO206 - 445-395-350	Hopper / Doghouse - 4 sided 48" tapered to 42" tall hopper, 12ga. Steel			1.00	\$1,774.85	\$1,774.85
Compaction - VAF-STAT-1	Guardian Control System			1.00	\$0.00	\$0.00
Compaction - VAF-STAT-2	(AMS) Automatic Maintenance Scheduler			1.00	\$0.00	\$0.00
Compaction -	100% Full Light			1.00	\$0.00	\$0.00



VAF-STAT-3						
Compaction - VAF-STAT-4	Multicycle Timer - factory set for 2 cycles			1.00	\$0.00	\$0.00
Compaction - VAF-STAT-5	Low Temperature Oil			1.00	\$0.00	\$0.00
Compaction - VAF-STAT-6	Warranty: 3 Years Structural, 1 Years Parts and 1 Year Labor			1.00	\$0.00	\$0.00
Compactor Installation	Install requires crane rental, if necessary, to hold and mount oversized hopper			1.00	\$4,600.00	\$4,600.00
Surcharge				1.00	\$3,706.16	\$3,706.16

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$26,836.94
Shipping Terms	FOB Origin	Shipping	\$1,970.83
		Tax	\$1,556.59
		Grand Total	\$30,364.36

**Special Instructions**

Special Instructions Customer responsible for offloading, no steel options included, receiver container not included,  
 Install by JH Services

**Additional Information**

**Additional Terms** Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

**Additional Information** Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.



1031 Hickstown Road, Erial, NJ, 08081  
PHONE: 800-220-2228 FAX: 856-346-9118  
WQ-10302333

Item 14.



Special Contract Information      Canoe through partnership with Sourcewell - Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

**Signatures**

Accepted By: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Purchase Order: \_\_\_\_\_

**Please Reference Quote Number on all Purchase Orders**



1031 Hickstown Road, Erial, NJ, 08081  
 PHONE: 800-220-2228 FAX: 856-346-9118  
 WQ-10301928

Item 14.



**Sell To:**

Contact Name	Victoria Hoffman	Ship To Name	Beaufort County Public Works
Bill To Name	Beaufort County Public Works	Ship To	129 Shanklin Rd
Bill To	129 Shanklin Rd Beaufort, SC 29906-8403 USA		Beaufort, SC 29906-8403 USA
Email	victoria.hoffman@bcgov.net		
Phone	(843) 255-2735		

**Quote Information**

Salesperson	Tim Pickel	Created Date	2/9/2024
Salesperson Email	<a href="mailto:tpickel@wastequip.com">tpickel@wastequip.com</a>	Expiration Date	3/10/2024
		Quote Number	WQ-10301928
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
Compaction - 445XHD-F	Stationary Compactor Model includes a Key Start-Auto-Jog, 15HP Tri-volt T.E.F.C. motor, UL/CUL Listed, Remote Power Unit, Weather cover, Controls Mounted in Face of NEMA 4 Rated Panel,NEMA 4 Rated Control Panel, Heavy Duty Ratchet Binders, A.N.S.I Z.245.2 Compliant and WASTECC rated	Color: TBD-Standard Color Voltage: TBD-3PH Feed Side: TBD	1.00	\$16,082.59	\$16,082.59
Compaction - CO112	Hold To Run Button		1.00	\$117.83	\$117.83
Compaction - VAF-STAT-1	Guardian Control System		1.00	\$0.00	\$0.00
Compaction - VAF-STAT-2	(AMS) Automatic Maintenance Scheduler		1.00	\$0.00	\$0.00
Compaction - VAF-STAT-3	100% Full Light		1.00	\$0.00	\$0.00
Compaction - VAF-STAT-4	Multicycle Timer - factory set for 2 cycles		1.00	\$0.00	\$0.00
Compaction -	Low Temperature Oil		1.00	\$0.00	\$0.00



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 WQ-10301928

Item 14.



Compaction - VAF-STAT-6	Warranty: 3 Years Structural, 1 Years Parts and 1 Year Labor	1.00	\$0.00	\$0.00
Surcharge		1.00	\$3,240.08	\$3,240.08

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$19,440.50
Shipping Terms	FOB Origin	Shipping	\$1,970.84
		Tax	\$1,360.84
		Grand Total	\$22,772.18

**Special Instructions**

Special Instructions Customer responsible for offloading, no steel options included, receiver container not included, install not included.

**Additional Information**

**Additional Terms** Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

**Additional Information** Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

**Special Contract Information** Canoe through partnership with Sourcewell - Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

**Signatures**

Accepted By: \_\_\_\_\_  
 Company Name: \_\_\_\_\_



1031 Hickstown Road, Erial, NJ, 08081  
PHONE: 800-220-2228 FAX: 856-346-9118  
WQ-10301928

Item 14.



Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

**Please Reference Quote Number on all Purchase Orders**