

# COUNTY COUNCIL OF BEAUFORT COUNTY

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D. PAUL SOMMERVILLE  
CHAIRMAN

STEWART H. RODMAN  
VICE CHAIRMAN

## COUNCIL MEMBERS

CYNTHIA M. BENSCH  
RICK CAPORALE  
GERALD DAWSON  
BRIAN E. FLEWELLING  
STEVEN G. FOBES  
WILLIAM L. MCBRIDE  
GERALD W. STEWART  
ROBERTS "TABOR" VAUX, JR.  
LAURA L. VON HARTEN

GARY KUBIC  
COUNTY ADMINISTRATOR

BRYAN J. HILL  
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
COUNTY ATTORNEY

SUZANNE M. RAINEY  
CLERK TO COUNCIL

## AGENDA COUNTY COUNCIL OF BEAUFORT COUNTY

Monday, April 14, 2014

4:00 p.m.

Council Chambers, Administration Building  
Government Center, 100 Ribaut Road, Beaufort

Citizens may participate in the public comment periods and public hearings from telecast sites at the Hilton Head Island Branch Library as well as Mary Field School, Daufuskie Island.

1. CAUCUS - 4:00 P.M.
  - A. Discussion of Consent Agenda
  - B. Executive Session
    1. Receipt of legal advice relating to pending and potential claims covered by the attorney-client privilege
    2. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
  - C. Discussion is not limited to agenda items
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Councilman Vaux
6. PROCLAMATIONS
  - A. Sexual Assault Awareness and Prevention Month
  - B. National Telecommunicators Week
7. ADMINISTRATIVE CONSENT AGENDA
  - A. Receipt of County Administrator's Three-Week Progress Report ([backup](#))
  - B. Receipt of Deputy County Administrator's Three-Week Progress Report ([backup](#))
  - C. Committee Reports (next meeting)
    1. Community Services (April 28 at 1:00 p.m., ECR)
      - a. March 27, 2014 minutes ([backup](#))
      - b. March 24, 2014 minutes ([backup](#))
    2. Executive (June 9 at 1:00 p.m., ECR)



- 3. Finance (April 21 at 2:00 p.m., BIV#3)
- 4. Governmental (May 5 at 4:00 p.m., ECR)
- 5. Natural Resources (May 5 at 2:00 p.m., ECR)
  - a. March 24, 2014 minutes ([backup](#))
- 6. Public Facilities (April 21 at 4:00 p.m., BIV#3)
  - a. March 31, 2014 minutes ([backup](#))
  - b. March 17, 2014 minutes ([backup](#))
- D. Appointments to Boards and Commissions ([backup](#))

8. PUBLIC COMMENT

9. COUNTY ADMINISTRATOR REPORT

- Mr. Gary Kubic, County Administrator
- A. The County Channel / Broadcast Services
- B. Beaufort County Tax Equalization Board Update on Appeals Process
- C. Fiscal Year 2015 Health Insurance Benefit Plan Provider (Motion Required)
- D. Update / Capital Project Sales Tax Commission First Meeting

10. DEPUTY COUNTY ADMINISTRATOR'S REPORT

- Mr. Bryan Hill, Deputy County Administrator
- A. South Carolina Association of Counties Outstanding Safety Achievement Award to EMS for Anti-Theft Devices Placed on Ambulances
- B. Construction Project Updates
  - Mr. Rob McFee, Division-Director, Engineering and Infrastructure
  - 1. One Cent Sales Tax Referendum Projects:
    - A. S.C. Highway 170
    - B. Bluffton Parkway 5A
    - C. Island West Frontage Road
  - 2. Capital Improvement Projects:
    - A. Courthouse Reskin Project

11. CONSENT AGENDA

- A. A RESOLUTION AGREEING TO SUBMIT AN APPLICATION TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR A DOLLAR-TO-DOLLAR MATCHING GRANT IN THE AMOUNT OF \$75,000 FOR FERRY SERVICE TO AND FROM DAUFUSKIE ISLAND ([backup](#))
  - 1. Community Services Committee discussion and recommendation to adopt occurred March 27, 2014 / Vote 6:0
- B. A RESOLUTION ENDORSING AN APPLICATION AND COMMITMENT OF THE 10% LOCAL FUND (\$60,000 ESTIMATE) REQUIRED FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FOR CONSTRUCTION OF A WATER SYSTEM IN THE STUART POINT COMMUNITY ([backup](#))
  - 1. Community Services Committee discussion and recommendation to adopt occurred March 27, 2014 / Vote 6:0

- C. APPROVAL OF PORT ROYAL SOUND FOUNDATION FUNDING REQUEST / COMPLETION OF EXHIBITS AND RENOVATION WORK AT THE MARITIME CENTER ([backup](#))
1. Funding amount: \$292,000
  2. Funding source: Local (3%) Accommodations Tax - Tourism-Related Buildings
  3. Finance Committee discussion and recommendation to approve occurred April 7, 2014 / Vote 6:0
- D. RESOLUTION OF BEAUFORT COUNTY, SOUTH CAROLINA, CONSENTING TO AND AGREEING TO PARTICIPATE IN THE AMENDED TAX INCREMENT FINANCING PLAN FOR THE TOWN OF HILTON HEAD ISLAND REDEVELOPMENT AREAS ([backup](#))
1. Finance Committee discussion and recommendation to adopt occurred April 7, 2014 / Vote 6:0
- E. ADOPTION OF U.S. HIGHWAY 278 LANDSCAPE PLANS ([BELFAIR](#), [TANGER](#) AND [TEN-MILE J.K. TILLER PLAN](#)) ([phasing plan](#))
1. Natural Resources Committee discussion and recommendation to adopt occurred April 7, 2014 / Vote 7:0
- F. AN ORDINANCE TO AMEND CHAPTER 18 OF ARTICLE III (BUSINESS AND PROFESSIONAL LICENSE) OF THE BEAUFORT COUNTY CODE OF ORDINANCES, AND PROVIDING FOR THE SEVERABILITY AND EFFECTIVE DATE ([backup](#))
1. Consideration of first reading approval to occur April 14, 2014
  2. Governmental Committee discussion and recommendation to approve occurred April 7, 2014 / Vote 7:0
- G. AN ORDINANCE TO SELL REAL PROPERTY IDENTIFIED AS TMP: R510 005 000 010H 0000, A .075-ACRE PARCEL ON BEACH CITY ROAD, IN THE AMOUNT OF \$22,000 TO THE ADJACENT PROPERTY OWNER ([backup](#))
1. Consideration of second reading approval to occur April 14, 2014
  2. Public hearing announcement – Monday, April 28, 2014 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort
  3. First reading, by title only, approval occurred March 24, 2014 / Vote 11:0
  4. Natural Resources Committee discussion and recommendation to approve occurred January 27, 2014 / Vote 6:0

## 12. PUBLIC HEARINGS

- A. AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND JAZ 278, LLC, A GEORGIA LIMITED LIABILITY COMPANY AUTHORIZED TO CONDUCT BUSINESS IN SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED (public hearing 2 of 2) ([backup](#))
1. Consideration of second reading to occur April 14, 2014
  2. First reading approval occurred October 14, 2013 / Vote 11:0
  3. Natural Resources Committee discussion and recommendation to approve occurred October 7, 2013 / Vote 7:0

B. TEXT AMENDMENT TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO, ARTICLE V, USE REGULATIONS, SECTION 106-1287, COMMERCIAL RETAIL, REGIONAL (ADD STANDARDS TO ALLOW ADAPTIVE RE-USE OF LIGHT INDUSTRIAL PROPERTIES) ([backup](#))

1. Consideration of third and final reading approval to occur April 14, 2014
2. Second reading approval occurred March 24, 2014 / Vote 10:1
3. First reading approval occurred March 10, 2014 / Vote 11:0
4. Natural Resources Committee discussion and recommendation to amend the motion that failed at first reading January 27, 2014. Committee action occurred March 3, 2014 / Vote 6:0
5. Text amendment failed at first reading January 27, 2014 / Vote 5:5
6. Natural Resources Committee discussion and recommendation to approve occurred January 6, 2014 / Vote 5:3
7. Natural Resources Committee discussion occurred December 9, 2013

C. AN ORDINANCE TO ESTABLISH A GENERAL FUND FUND BALANCE POLICY FOR BEAUFORT COUNTY, SOUTH CAROLINA ([backup](#))

1. Consideration of third and final reading approval to occur April 14, 2014
2. Second reading approval occurred March 24, 2014 / Vote 10:1
3. First reading approval occurred March 10, 2014 / Vote 10:1
4. Finance Committee discussion and recommendation to approve occurred March 3, 2014 / Vote 5:0
5. Issue referred back to Finance Committee at February 24, 2014 Council meeting
6. Finance Committee discussion and recommendation to approve occurred February 17, 2014 / Vote 6:0

D. AN ORDINANCE TO ESTABLISH A DEBT SERVICE FUND POLICY FOR BEAUFORT COUNTY, SOUTH CAROLINA ([backup](#))

1. Consideration of third and final reading approval to occur April 14, 2014
2. Second reading approval occurred March 24, 2014 / Vote 10:1
3. First reading approval occurred March 10, 2014 / Vote 11:0
4. Finance Committee discussion and recommendation to approve occurred March 3, 2014 / Vote 5:0
5. Finance Committee discussion and recommendation to approve occurred February 17, 2014 / Vote 6:0

13. PUBLIC COMMENT

14. ADJOURNMENT





## Memorandum

DATE: April 11, 2014  
TO: County Council  
FROM: Gary Kubic, County Administrator *Gary Kubic*  
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place March 24, 2014 through April 11, 2014:

### March 24, 2014

- Conference call with Gallagher representatives and staff re: Beaufort County Carriers Marketed 2014-2015 Plan Year
- Compensation Review Ad Hoc Committee meeting
- Natural Resources Committee meeting
- Meeting with Council members Stu Rodman, Rick Caporale and Steve Fobes re: Hilton Head Island TIF
- Caucus
- County Council meeting

### March 25, 2014

- Meeting with Josh Gruber, County Attorney, and Tony Criscitiello, Division Director, Planning and Development re: BFG proposal
- County/Town of Bluffton bimonthly with Bluffton Town Mayor Lisa Sulka, Town Manager Anthony Barrett, and Council Chairman Paul Sommerville re: County / Town issues

### March 26, 2014

- No scheduled appointments

### March 27, 2014

- Development Agreement Subcommittee meeting - Bluffton Gateway
- Meeting with Gallagher representatives re: Review of 2014-2015 Health Insurance Benefits Plan Provider
- Community Services Committee meeting

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March 28, 2014

- Meeting with William Neil of Sheriff's Office re: Spillman Technology Software

March 31, 2014

- Employee orientation
- Meeting with staff, Doug Henderson, County Treasurer, and Maria Walls, Deputy County Treasurer
- Joint meeting of Public Facilities and Finance Committees

April 1, 2014

- Meeting with Chairman Paul Sommerville
- Meeting with County staff, Town of Bluffton representatives, Friends of the Dog Park representatives and the Homeowner Association representatives from the Farm re: Dog Park funding and location

April 2, 2014

- Meeting with staff, Chairman Paul Sommerville and School District representatives re: FY2014 Receipt Projections
- Meeting with Doug Henderson, Treasurer, and Maria Walls, Deputy Treasurer re: Treasurer issues
- Meeting with Bryan Hill, Deputy County Administrator, and Alicia Holland, Chief Financial Officer re: Finance Committee's Request to Develop Budgetary Questionnaire
- Meeting with Bryan Hill, Deputy County Administrator, and Eric Larson, Stormwater Manager

April 3, 2014

- No scheduled appointments

April 4, 2014

- Natural Resources Committee meeting re: Bluffton Gateway Commercial Center
- Conference call with Jared Peden, MPA Candidate re: Beaufort County local government issues
- Speak to Leadership Beaufort Class

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April 7, 2014

- Employee orientation
- Finance Committee meeting
- Natural Resources Committee meeting
- Governmental Committee meeting

April 8, 2014

- Meeting with Deputy County Administrator Bryan Hill re: Compliance and Accountability Department
- Meeting with Herb Gray re: Property issue
- Meeting with Kim Statler, Director of Lowcountry Economic Alliance; Jessica Bridges, and Josh Gruber, County Attorney

April 9, 2014

- Agenda review with Chairman, Vice Chairman and Executive Staff re: Review draft agenda for April 14, 2014 County Council meeting
- Staff meeting re: Government Center Campus

April 10, 2014

- Conference call with staff and Carl Ellington, of Talbert, Bright & Ellington, and Jon Rembold, Airports Director
- Telecom re: Daufuskie Island TIGER Grant Planning Application
- Animal Shelter statistics meeting with staff
- Capital Projects Sales Tax Commission meeting

April 11, 2014

- No scheduled appointments



## Memorandum

DATE: April 11, 2014  
TO: County Council  
FROM: Bryan Hill, Deputy County Administrator  
SUBJECT: Deputy County Administrator's Progress Report

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The following is a summary of activities that took place March 24, 2014 through April 11, 2014:

March 24, 2014 (Monday):

- Attend 2014-2015 Health Benefits Meeting
- Conference Call re: Library State Aid
- Community Services Committee Meeting
- County Council
- Speak at Bluffton Men's Club

March 25, 2014 (Tuesday):

- Meet with Joshua Gruber, County Attorney
- Meet with Mark Roseneau, Facilities Director
- Meet with Alicia Holland, CFO
- Meet with Town of Bluffton Representatives re: Dog Park

March 26, 2014 (Wednesday):

- Meet with Eric Larson, Stormwater Director
- Work on CIP Presentation
- Meet with Donna Ownby, Director of EMS, Phil Foot, Public Safety Director, and Buddy Jones, Sheldon Fire Chief re: Medical Calls
- Meet with Monica Spells, Compliance Officer re: CIP Presentation
- Meet with Alicia Holland, CFO
- Meet with Alicia Holland, CFO and Maria Walls, Deputy Treasurer
- Meet with Alicia Holland, CFO, Maria Walls, Deputy Treasurer, and Phyllis White, BCSD re: Collections

March 27, 2014 (Thursday):

- Meet with Monica Spells, Compliance Officer re: CIP Presentation
- Meet with Gary Kubic, County Administrator and Dan Morgan, MIS/GIS Director re: Hargray Communications
- Meet with Morris Campbell, Community Services Director, Mitzi Wagner, DSN Director and Bill Love, DSN re: Ivey Lane
- Meet with Steve Fobes, Councilman and Suzanne Gregory, Employee Services re: Library Personnel History
- Attend Development Agreement Subcommittee Meeting
- Community Services Committee Meeting

March 28, 2014 (Friday)--Bluffton:

- Bluffton Hours
- Work on CIP Presentation
- Telephone call with Andrew Fulgham, Jasper County Administrator re: MCIPs

March 31, 2014 (Monday):

- Work on CIP Presentation
- DA Meeting - Review CIP Presentation
- Meet with Jon Rembold, Airports Director
- Meet with Gary Kubic, County Administrator, Doug Henderson, Treasurer, Maria Walls, Deputy Treasurer and Dan Morgan, MIS/GIS Director re: BCSD Calculations
- Joint Meeting of Public Facilities and Finance Committees - CIP Presentations by Staff

April 1, 2014 (Tuesday):

- Visit Lady's Island Airport Fire Station re: EMS Possible Use
- Meet with Fire Districts and Alicia Holland, CFO re: Budgets
- Meet with Fire Districts and Donna Ownby, EMS Director and Phil Foot, Public Safety Director re: Medical Calls
- Meet with Jerry Stewart, Councilman
- Meet with Phil Foot, Public Safety Director

April 2, 2014 (Wednesday):

- Meet re: FY 2014 Receipt Projections for BCSD
- Meet with Gary Kubic, County Administrator and Alicia Holland, CFO re: Budgetary Questionnaire
- Meet with Alicia Holland, CFO

April 3, 2014 (Thursday)--Bluffton:

- Attend Station #33 Grand Opening Ceremony
- Work on FY2015 Budget
- Attend United Way Annual Meeting

April 4, 2014 (Friday):

- Attend Gateway Development Agreement Meeting
- Bluffton Hours P.M.
- Work on FY2015 Budget

April 7, 2014 (Monday):

- Detention Center Status Meeting
- Attend Library Meeting with Morris Campbell, Community Services Director, Wlodek Zaryczny, Library Director, Steve Fobes, Councilman, Bernie Kole, Library Board Chairman
- Finance Committee Meeting
- Natural Resources Committee Meeting
- Governmental Committee Meeting

April 8, 2014 (Tuesday):

- Meet with Phil Foot, Public Safety Director
- Meet with Gary Kubic, County Administrator and Monica Spells, Compliance Officer
- Conference call with Gary Kubic, County Administrator, and Dan Morgan, MIS/GIS Director re: Fiber Installation and Linkage to New Lady's Island/St. Helena Island Fire Station
- Meet with Capt. Woodward, BCSO re: Construction of Holding Cells at BCSO HHI Substation
- Southern Mill Value Discussion at Bluffton Library Hosted by Alicia Holland, CFO

April 9, 2014 (Wednesday):

- Various Telephone Conferences and Emails to Department Heads
- Work on FY2015 Budget

April 10, 2014 (Thursday):

- Conference call with Gary Kubic, County Administrator, Jon Rembold, Airports Director and Talbert & Bright Representative
- Attend Animal Shelter Statistics Meeting

April 11, 2014 (Friday):

- Various Telephone Conferences and Emails to Department Heads
- Work on FY2015 Budget



## COMMUNITY SERVICES COMMITTEE

**March 27, 2014**

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Community Services Committee met Thursday, March 27, 2014 beginning at 4:00 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

### **ATTENDANCE**

Chairman William McBride and Committee members Rick Caporale, Gerald Dawson, Steven Fobes, Jerry Stewart and Laura Von Harten. Vice Chairman Tabor Vaux absent.

County staff: Suzanne Gregory, Employee Services Director; Bryan Hill, Deputy County Administrator; and Gary Kubic, County Administrator.

Public: Tina Friday-Taylor, Senior Client Manager, Regional Sales, CIGNA; Carla Hartsoe, Area Vice President, Gallagher Benefit Services, Inc.; and Joe Toole, New Business Manager, Regional Sales, CIGNA.

Councilman Rick Caporale chaired the meeting at the request of Committee Chairman William McBride.

### **ACTION ITEM**

#### **1. Review of Fiscal Year 2015 Health Insurance Benefit Proposals**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Ms. Carla Hartsoe, Area Vice President, Gallagher Benefit Services, Inc., (the county benefit consultant), presented an analysis of the County's Medical Renewal Plan, and focused on eight categories:

- Medical marketing summary
- Plan design summary
- Self-funded analysis
- Employee cost-share analysis
- Provider disruption
- Three-year wellness / Plan design study
- Interactive budget model
- Appendix / Beaufort Memorial plan design

Blue Cross Blue Shield of South Carolina is the County's current health provider for its 1,100 employees. During the next fiscal year, insurance costs are expected to increase from \$10.8 million to \$12.5 million. Blue Cross Blue Shield is attempting to offset a rule in the Affordable Health Care Act that says deductibles and copayments count toward the policyholder's maximum out-of-pocket costs.

The county is considering a switch to CIGNA in order to reduce costs. CIGNA plans, too, are increasing to approximately \$12.3 million each year. CIGNA has not changed its maximum out-of-pocket costs; therefore, employees will save money when they submit claims.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Stewart, that Committee approve and recommend Council authorize the County Administrator to enter into a contract with CIGNA, in the maximum amount of \$12,288,238, to provide the County Employee Insurance Benefit Program for fiscal year 2015. The vote: YEAS - Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride and Mr. Stewart. NAYS - Ms. Von Harten. The motion passed.

**Recommendation:** Council authorize the County Administrator to enter into a contract with CIGNA, in the maximum amount of \$12,288,238, to provide the County Employee Insurance Benefit Program for fiscal year 2015.

## COMMUNITY SERVICES COMMITTEE

**March 24, 2014**

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Community Services Committee met Monday, March 24, 2014 beginning at 2:00 p.m., in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

### **ATTENDANCE**

Chairman William McBride, Vice Chairman Tabor Vaux, and Committee members Rick Caporale, Gerald Dawson, Steven Fobes and Laura Von Harten. Non-committee members Cynthia Bensch, Brian Flewelling and Paul Sommerville present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote).

County staff: Morris Campbell, Division Director–Community Services; Allison Coppage, Assistant County Attorney; Joshua Gruber, County Attorney; Gary Kubic, County Administrator; Bryan Hill, Deputy County Administrator; Alicia Holland, Chief Financial Officer; Joy Nelson, Public Information Officer; and Monica Spells, Compliance Officer.

Public: Jocelyn Staiger, Governmental Affairs Director, Sun City Association of Realtors

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce, and Zach Murdock, *The Island Packet/The Beaufort Gazette*.

Councilman William McBride chaired the meeting.

### **ACTION ITEMS**

#### **1. Resolution / SCDOT Grant Funding for Daufuskie Island Ferry**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Morris Campbell, Division Director–Community Services, appeared before the committee to request approval of a resolution authorizing the County to apply for a South Carolina Department of Transportation (SCDOT) grant to provide assistance in funding ferry services for Daufuskie Island. Beaufort County has received \$50,000 of supplemental funding from SCDOT in prior years. Mr. Campbell is requesting that the County ask for supplemental funding in the amount of \$75,000. The approved amount for the current budget year was \$255,600, in which \$50,000 came from state funding and the remainder from the

County General Fund. In the past, the County has attempted to request an increase in supplemental funding, but it was not approved.

Mr. Gary Kubic, County Administrator, updated the Committee on a Transportation Improvements Generating Economic Recovery (TIGER) grant the County is seeking to obtain from the federal government. The County has registered with the federal government, and has contacted consultants who specialize in ferry services to discuss the application process. After holding a community meeting on the matter, a contract has been signed with consultants to prepare the application. If successful, we will be granted funds to complete the Comprehensive Master Plan Study for transportation services to Daufuskie Island. We would then have an action plan with a series of programmable steps to accomplish a consistent, stable, and adequate series of moves to stabilize the decline in property values on Daufuskie Island. Mr. Kubic shared two concerns in obtaining a Tiger Grant – first, it is highly competitive, and, second, the City of Beaufort currently has a TIGER grant for improvements to Boundary Street.

**Motion:** It was moved by Mr. Fobes, seconded by Ms. Von Harten, that Community Services Committee recommend Council adopt a resolution agreeing to submit an application to the South Carolina Department of Transportation for a dollar-to-dollar matching grant in the amount of \$75,000 for ferry service to and from Daufuskie Island. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. The motion passed.

**Recommendation:** Council adopt a resolution agreeing to submit an application to the South Carolina Department of Transportation for a dollar-to-dollar matching grant in the amount of \$75,000 for ferry service to and from Daufuskie Island.

## **2. Discussion / Community Development Block Grant (CDBG) for Installation of Waterlines in Stuart Point Community**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Morris Campbell, Division Director–Community Services, appeared before the committee to request approval of a resolution authorizing County Administration to apply for a \$750,000 Community Development Block Grant (CDBG) for the installation of waterlines in the Stuart Point Community. Beaufort County would have to match the funds on the local level due to a requirement in obtaining the grant.

**Motion:** It was moved by Mr. Dawson, seconded by Mr. Vaux, that Community Services Committee recommend Council adopt a resolution endorsing the Stuart Point Water Project, and authorizing the County Administrator to submit a Community Development Block Grant (CDBG) Community Infrastructure application for the Stuart Point Water Project in the amount of \$750,000 and to commit funds in the amount of 10% of the grant request to meet matching commitment. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. The motion passed.

**Recommendation:** Council adopt a resolution endorsing the Stuart Point Water Project, and authorizing the County Administrator to submit a Community Development Block Grant (CDBG) Community Infrastructure application for the Stuart Point Water Project in the amount of \$750,000 and to commit funds in the amount of 10% of the grant request to meet matching commitment.

### **3. Reappointments and Appointments**

- Disabilities and Special Needs Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. Dawson, seconded by Mr. Fobes, that Community Services Committee recommend Council nominate Mr. George Marshall for appointment to serve as a member of the Disabilities and Special Needs Board. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. The motion passed.

**Recommendation:** Council nominate Mr. George Marshall for appointment to serve as a member of the Disabilities and Special Needs Board.

### **4. Reappointments and Appointments**

- Library Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. Vaux, seconded by Mr. Caporale, that Community Services Committee recommend Council nominate Ms. Laura Sturkie, representing Council District 9, for appointment to serve as a member of the Library Board, pending receipt of her application. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. The motion passed.

**Recommendation:** Council nominate Ms. Laura Sturkie, representing Council District 9, for appointment to serve as a member of the Library Board.

## **INFORMATION ITEM**

### **5. Reappointments and Appointments**

- Children's Foster Care Review Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Status:** No nominations at this time.

## NATURAL RESOURCES COMMITTEE

**March 24, 2014**

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Natural Resources Committee met Monday, March 24, 2014, beginning at 2:45 p.m. in the Large Meeting Room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

### **ATTENDANCE**

Committee Chairman Brian Flewelling, Vice Chairman Cynthia Bensch, and members Gerald Dawson, William McBride, Paul Sommerville, Jerry Stewart, Tabor Vaux and Laura Von Harten present. Non-Committee members Rick Caporale and Steven Fobes were present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.).

County Staff: Tony Criscitiello, Division Director–Planning and Development; Joshua Gruber, County Attorney; Alicia Holland, Chief Financial Officer; Gary Kubic, County Administrator; Joy Nelson, Public Information Officer; and Monica Spells, Compliance Officer.

Media: Joe Corley, Hilton Head Island-Bluffton Chamber of Commerce, and Zach Murdock, *The Island Packet/The Beaufort Gazette*.

Public: Jocelyn Staiger, Governmental Affairs Director, Sun City Association of Realtors.

Mr. Flewelling chaired the meeting.

### **ACTION ITEM**

- 1. Reappointments and Appointments**
  - **Rural and Critical Lands Preservation Review Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. McBride, seconded by Mr. Vaux, that Natural Resources Committee recommend Council nominate Mr. Ernest Marchetti, representing Council District 11, for appointment to serve as a member of the Rural and Critical Lands Preservation Review Board. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**Motion:** It was moved by Mr. Dawson, seconded by Mr. Vaux, that Natural Resources Committee recommend Council nominate Mr. William Ladson, representing Council District 1, for appointment to serve as a member of the Rural and Critical Lands Preservation Review Board, pending receipt of his application. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**Recommendations:**

- Council nominate Mr. Ernest Marchetti, representing Council District 11, for appointment to serve as a member of the Rural and Critical Lands Preservation Review Board; and
- Council nominate Mr. William Ladson, representing Council District 1, for appointment to serve as a member of the Rural and Critical Lands Preservation Review Board.

DRAFT



**JOINT MEETING  
PUBLIC FACILITIES COMMITTEE  
AND  
FINANCE COMMITTEE**

**March 31, 2014**

The electronic and print media duly notified in  
accordance with the State Freedom of Information Act.

The joint meeting of Public Facilities Committee and Finance Committee met Monday, March 31, 2014 at 2:00 p.m., in the Executive Conference Room, Administration Building, 100 Ribaut Road, Beaufort.

**ATTENDANCE**

Chairman Gerald Dawson, Vice Chairman Steve Fobes, and members Cynthia Bensch, Rick Caporale, Brian Flewelling, William McBride and Jerry Stewart present. Non-Committee members Paul Sommerville, Tabor Vaux and Laura Von Harten also present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County staff: Eddie Bellamy, Public Works Director; Morris Campbell, Division Director – Community Services; Allison Coppage, Assistant County Attorney; Phil Foot, Division Director – Public Safety; Joshua Gruber, County Attorney; Alicia Holland, Chief Financial Officer; Greg Hunt, Mosquito Control Director; Gary Kubic, County Attorney; Rob McFee, Division Director – Engineering and Infrastructure; Jim Minor, Solid Waste and Recycling Director; Dan Morgan, Division Director – Information and Technology; Donna Ownby, EMS Director; Jon Rembold, Airports Director; Mark Roseneau, Facilities Manager Director; Jerri Roseneau, Clerk of Court; Dave Thomas, Purchasing Director; Tallulah Trice, Animal Control Director; and Mitzi Wagner, Disabilities and Special Needs Director.

Media: Lolita Huckaby, *Lowcountry Inside Track*.

Councilman Dawson chaired the meeting.

**INFORMATION ITEMS**

**1. Consideration of Contract Award**

- **Old Savannah Highway 802 Medians Landscaping Services**

**Notification:** To view video of full discussion of this meeting please visit  
[http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, stated that this item involves a contract award for landscaping services of the Old Savannah Highway medians, which includes the cost of project design, site preparation/grading, a four-month hand-watering program to facilitate plant establishment, cost of plants and installation of plants, cost of pine straw and mulch with installation. The County received three proposals on December 4, 2013 and after interviews of each firm and completion of a final ranking scale, the evaluation committee decided The Greenery, Inc. of Hilton Head Island, South Carolina has considerably more experience in similar types of projects. Their proposal is higher than that of the other two firms, but the quantity of plant materials and pine straw in their proposal far surpassed the other two firms.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Fobes, that the joint Public Facilities and Finance Committees award a contract to The Greenery, Inc., in the amount of \$61,883 for the Old Savannah Highway median landscaping services. Funding will come from Reforestation Trust Fund Account 20120011-51160. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

**Status:** Committee awarded a contract to The Greenery, Inc., in the amount of \$61,883 for the Old Savannah Highway median landscaping services. Funding will come from Reforestation Trust Fund Account 20120011-51160.

## **2. Capital Improvement Bond Capacity for the County's Capital Improvements Program**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Bryan Hill, Deputy County Administrator, gave the Committee a financial presentation for the County Capital Improvement Program, dated March 31, 2014 and introduced County staff who provided detailed information to the Committee.

Mr. Mark Roseneau, Facilities Manager Director, provided the Committee with detailed cost and renovations of the County's Administration Building, Arthur Horne building demolition, Hilton Head Island Government Center HVAC, Human Services Building HVAC, Law Enforcement Center roof, and Law Enforcement Center HVAC. He also presented the Committee with the costs and description of Capital Improvements to the Courthouse. These included improvements to the following project: Family Court Chambers, Probate Offices, Probate Courtroom, Security Central, Solicitor's Office, Courtrooms 2 and 3, Restrooms 1<sup>st</sup> and 2<sup>nd</sup> floor, boiler replacement, Corridor/Common area, Courtroom pew refinish, and Courthouse millwork/painting.

Mr. Bryan Hill, Deputy County Administrator, reviewed with the Committee the cost and description of Capital Improvements associated with the Parks and Leisure Services Department. These included the following projects: ball field light poles, Buckwalter Regional Park

expansion, gas heaters, roof replacement at Port Royal Senior Center, HVAC at Port Royal, HVAC at Lind Brown Center, roof replacement at Port Royal Recreation Center, roof replacement at Southside, roof replacement at Lind Brown Center, installation of fountains, vehicle replacement, and recreation equipment.

Mrs. Mitzi Wagner, Disabilities and Special Needs Director, provided the Committee with the cost and description of Capital Improvement needs within her division, which included Ivy Lane interior renovations and Old Miller Road building.

Mr. Roseneau provided the Committee with the cost and description of Capital Improvement needs at the library branches. These included HVAC replacement at Bluffton Branch, HVAC replacement at Hilton Head Island Branch, interior modifications, roof replacement at Bluffton Branch and HVAC replacement at Beaufort Branch.

Mr. Eddie Bellamy, Public Works Director, reviewed with the Committee Capital Improvement requests for Public Works: Roads and Drainage, which included the following:

Public Works North:

- Motor Graders
- Vehicle Replacement
- TruckKat

Public Works South

- Vehicle Replacement
- Tag-Along Trailer
- Tracked Skid Loader
- Dump Truck
- Motor Grader
- Street Sweeper
- Perry Clear Bridge

Mr. Bellamy, Public Works Director, reviewed with the Committee Public Works South: General Support Capital Improvement needs, which included the following: vehicles, boat, bulldozer and front end tire loader.

Mr. Rob McFee, Division Director – Engineering and Infrastructure, presented the Traffic Management needs, which included Signalization upgrade at SC 170 at W.K Alston Road, and Trask Parkway/Parris Island Gateway.

Mr. Jim Minor, Solid Waste and Recycling Director, reviewed with the Committee Capital Improvement requests for the Solid Waste and Recycling Division. These included vehicles, tire truck replacement, and compactors at St. Helena Island.

Mr. Mark Roseneau, Facilities Management Director, reviewed with the Committee Capital Improvement needs for building maintenance. this included the need for lawn mowers and vehicles.

Mr. Dan Morgan, Division Director – Management Information Systems, reviewed with the Committee details and costs of MIS relocation, Disaster Recovery Center upgrade, SAN purchase, security upgrades, fax server upgrade, and 10G bandwidth upgrade.

Mrs. Mary Ellen Keough, Records Management Director, reviewed with the Committee the Capital Improvement need for shelving needs at Records Management.

Mr. Phil Foot, Public Safety Director, reviewed with the Committee Detention Center needs and costs associated. The needs included roof replacement, security locks/door replacement, walk-in freezer and water heating/boiler. Other needs included food service equipment, fire alarm upgrade, VCT/carpet replacement, stucco repair/painting, interior painting, camera replacement, and radio upgrade.

Mr. Greg Hunt, Mosquito Control Director, reviewed with the Committee the Capital Improvement Needs at Mosquito Control. These included the need for autoclave, a truck-mounted sprayer, and vehicles.

Mrs. Donna Ownby, Emergency Medical Services Director, provided the Committee with the needs of EMS, which included the following: lighting upgrade, computers, LUCAS chest devices, cardiac monitors, ambulances (2), HVAC replacement and roof replacement.

Mrs. Tallulah Trice, Animal Control Director, reviewed with Committee members the needs at the Animal Shelter and costs associated. These included an Animal Shelter Complex, specialized capital equipment, and vehicles.

Mr. Hill provided the Committee with the Sheriff's Office's Capital Improvements request and costs associated. These included replacement microwaves, facility relocation, dynamic messaging, Hargray at Gardens Corner, and flashing.

Mr. Hill also provided the Committee with a comprehensive list of all Beaufort County Capital Improvements Program requests, the division it falls underneath, the project location, project description, cost and whether it requires a 7-, 10-, or 20-year millage. Additional details of whether the project is part of the FY2014 requested budget, a potential referendum, or whether PALS Impact Fees will repay against borrowed funds, was included in the spreadsheet.

**Motion:** It was moved by Mr. Rodman, seconded by Mr. Fobes, that the joint Public Facilities and Finance Committees endorse the list of Capital Improvement Projects. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. NAYS – Mrs. Bensch. The motion passed.

Mr. Jon Rembold, Airports Director, gave a PowerPoint presentation on various projects for the Hilton Head Island Airport. He reviewed with the Committee details the following projects:

- Lighted Sign Relocation and Replacement - Construction
- Runway 21 On-Airport Tree Removal Mitigation - Construction
- Terminal Renovation Phase I – Rebid
- Terminal Renovation Phase I – Construction
- 20:1/30:1 Off-Airport Tree Removal Runway – Design/Bidding
- 20:1/30:1 Off-Airport Tree Removal Runway – Avigation Easements
- 20:1/30:1 Off-Airport Tree Removal Runway – Construction
- 20:1/30:1 Off-Airport Tree Removal Runway – Mitigation
- Runway Extension (5000') – Environmental Assessment
- Runway 03 Land Acquisition – Land Acquisition
- Runway 21 Land Acquisition – Land Acquisition
- Relocation of Taxiway “A” + Replacement ramp – Design/Permitting/Bidding
- Realignment of Taxiway “F” – Design/Permitting/Bidding
- Relocation of Taxiway “A” + Replacement ramp – Construction
- Relocation of Taxiway “F” – Construction
- Runway Extension (5000' + NAVAID Coordination) – Design/Bidding
- Runway Extension (5000') – Permitting/Mitigation
- Runway Extension (5000') – Construction
- Barrier Project (Palmetto Hall) – Construction

Mr. Caporale would like this item to be taken up as a separate issue at a Finance Committee meeting.

**Status:** The Committee endorsed the list of Capital Improvement Projects.

**Status:** Committee authorized staff to proceed with the purchase of a 21-foot aluminum workboat for the Public Works Department. The new boat will provide significant improvement in the County's capability to support Daufuskie Island and other waterborne operations.

**JOINT MEETING  
PUBLIC FACILITIES COMMITTEE  
AND  
FINANCE COMMITTEE**

**March 17, 2014**

The electronic and print media duly notified in  
accordance with the State Freedom of Information Act.

The Joint Meeting of Public Facilities Committee and Finance Committee met Monday, March 17, 2014 at 2:00 p.m., in the Executive Conference Room, Administration Building, 100 Ribaut Road, Beaufort.

**ATTENDANCE**

Chairman Gerald Dawson, Vice Chairman Steve Fobes, and members Cynthia Bensch, Rick Caporale, Brian Flewelling, William McBride and Jerry Stewart present. Non-Committee members Paul Sommerville, Tabor Vaux and Laura Von Harten also present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County staff: Eddie Bellamy, Public Works Director; Allison Coppage, Assistant County Attorney; Gary Kubic, County Administrator; Joshua Gruber, County Attorney; Jim Minor, Solid Waste and Recycling Director; Alicia Holland, Chief Financial Officer; Jon Rembold, Airports Director; and Dave Thomas, Purchasing Director.

Public: Norma Stewart and Frank Turano.

Media: Suzanne Larson, *Lowcountry Inside Track*, and Zach Murdaugh, *The Island Packet* / *The Beaufort Gazette*.

Councilman Dawson chaired the meeting.

**ACTION ITEMS**

**1. Consideration of Contract Award**

- **Hydraulic Excavator for Public Works Department**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** This is a request from the Public Works Department, Stormwater Infrastructure Section to purchase a CAT Model 308E2CRSB Hydraulic Excavator from State contract vendor Blanchard Machinery of Columbia, South Carolina in the amount of \$109,354.



This will be a replacement for the department's current compact excavator, which is incapable of handling the department's bigger projects. The current excavator will be transferred to the Public Works Department, Roads & Drainage North Section.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Fobes, that the joint meeting of Public Facilities and Finance Committees recommend Council award a contract to Blanchard Machinery of Columbia, South Carolina, in the amount of \$109,354 to purchase a CAT Model 308E2CRSB Hydraulic Excavator. Funding will come from Account 50250011-54200, Stormwater Operations – Specialized Capital Equipment. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract to Blanchard Machinery of Columbia, South Carolina, in the amount of \$109,354 to purchase a CAT Model 308E2CRSB Hydraulic Excavator. Funding will come from Account 50250011-54200, Stormwater Operations – Specialized Capital Equipment.

## **2. Consideration of Contract Award**

### **• Household Waste Collection Services for Public Works Solid Waste Department**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** This contract is for the annual service of Household Hazardous Waste collection events conducted twice yearly, as well as paint/other miscellaneous Household Hazardous Waste materials that are collected weekly from County convenience centers being picked up as needed from the Public Works complex. Beaufort County is currently contracted with CARE Environmental, Corp. which expires June 30, 2014. An Invitation for Bid was issued and bids were received from five firms. A bid tabulation with projected costs for each firm was created and based on the calculations, CARE Environmental, Corp. is the lowest bidder with the lowest estimated annual cost of \$100,000.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Caporale, that the joint meeting of Public Facilities and Finance Committees recommend Council award the Fiscal Year 2015 contract for Household Hazardous Waste Collection Services to CARE Environmental, Corp., effective July 1, 2014 for a term of one year, with four one-year renewal options. The total estimated annual cost is \$100,000 and will be funded from Account 1001340-51160, Solid Waste and Recycling- Professional Services. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

**Recommendation:** Council award the Fiscal Year 2015 contract for Household Hazardous Waste Collection Services to CARE Environmental, Corp., effective July 1, 2014 for a term of one year, with four one-year renewal options. The total estimated annual cost is



\$100,000 and will be funded from Account 1001340-51160, Solid Waste and Recycling-Professional Services.

### **INFORMATION ITEMS**

#### **3. Capital Improvement Bond Capacity for the County's Capital Improvements Program Fiscal Year 2014**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Committee Chairman Gerald Dawson provided the committee with an overview of this item. This item was brought forward previously at the Public Facilities Committee. At that time County staff provided the Committee with a PowerPoint presentation on the County's Capital Improvements Program, Fiscal Year 2014, dated January 21, 2014. Today we are going to look at \$27 million worth of improvements throughout the County. A joint meeting is being held in order to prioritize the projects as well as look at the funding component at the same time.

Mr. Gary Kubic, County Administrator, said when this issue was previously brought forth staff provided Council with a long presentation of information, the goal was to allow and incorporate as much of the input from user departments, studies and comprehensive plans to bring an inclusive concept of what we face in managing county assets. The key to a budget is what you seek to do with goals and objectives. The items before Council are a result of what the staff feels is necessary and a result of past decisions that were made.

Mr. Bryan Hill, Deputy County Administrator, spoke before the Committee to clarify any questions or concerns of Council. He and Mrs. Alicia Holland, Chief Financial Officer, then provided the Committee with the following three lists:

- 7-Year General Obligation Bonds - FY14 General Fund Capital Need
- 10-Year General Obligation Bonds – Building and Facility Need
- 20-Year General Obligation Bonds – Building Renovations/Additions; Hilton Head Island Airport

Mrs. Holland also provided Council an overview of County Debt to include Rural and Critical Land Debt.

Much discussion occurred between Council and County staff.

**Motion:** It was moved by Mr. Stewart, seconded by Mr. McBride, that the joint meeting of Public Facilities and Finance Committees accept the 7-Year General Obligation Bonds prioritization list, 10-Year General Obligation Bonds Prioritization list, and the 20-Year General Obligation Bonds and Hilton Head Island Airport prioritization list. The vote: YEAS – Mr. Dawson, Mr. McBride, and Mr. Stewart. NAYS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling and Mr. Fobes. The motion failed.

**Status:** This item will be brought forward at the next meeting, March 31, 2014.

**4. Consideration of Reappointments and Appointments**  
    **• Rural and Critical Lands Preservation Review Board**

**Notification:** To view video of full discussion of this meeting please visit  
[http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Status:** This item will go through the Natural Resources Committee.

DRAFT

**Reappointments and Appointments to Boards and Commissions**  
**April 14, 2014**

**1. Community Services Committee**

① Disabilities and Special Needs Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
03.24.14	George Marshall	At-Large	Appoint	6 of 11 (1 <sup>st</sup> term)

② Library Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
03.24.14	Laura Sturkie	Council District 9	Appoint	6 of 11 (1 <sup>st</sup> term)

**2. Finance Committee**

① Airports Board

<i>Nominate</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
04.14.14	Mac Sanders	Active pilot/aircraft owner Beaufort County (Lady's Island Airport) / ARW	Reappoint	10 of 11 (3 <sup>rd</sup> term)

**3. Governmental Committee**

① Bluffton Township Fire District Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
03.24.14	Thomas Mike	Council District 5	Appoint	6 of 11 (1 <sup>st</sup> term)
03.24.14	Mike Raymond	Bluffton Town Council	Reappoint	8 of 11 (2 <sup>nd</sup> term)
03.24.14	Joseph Paolo	Council District 7	Appoint	6 of 11 (1 <sup>st</sup> term)

② Daufuskie Island Fire District Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
03.24.14	Jon Bryant	At-Large	Reappoint	10 of 11 (3 <sup>rd</sup> term)
03.24.14	George Jenkins	At-Large	Reappoint	10 of 11 (3 <sup>rd</sup> term)

③ Lowcountry Regional Transportation Authority

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
03.24.14	Barbara Childs	At-Large	Reappoint	8 of 11 (2 <sup>nd</sup> term)

#### 4. Natural Resources Committee

##### ① Planning Commission

<i>Nominate</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
04.14.14	Carolyn Davis	Comprehensive Plan Planning Area – Port Royal Island	Appoint	6 of 11 (1 <sup>st</sup> term)

##### ② Rural and Critical Lands Preservation Review Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
03.24.14	William Ladson	Council District 1	Appoint	6 of 11 (1 <sup>st</sup> term)
03.24.14	Ernest Marchetti	Council District 11	Appoint	6 of 11 (1 <sup>st</sup> term)

**RESOLUTION 2014 /**

**WHEREAS**, Daufuskie Island is a barrier island accessible primarily by use of water transportation; and

**WHEREAS**, County Council of Beaufort County and South Carolina Department of Transportation provide funds to assist in the transportation of Daufuskie Island property owners and residents to and from the mainland; and

**WHEREAS**, County Council desires to continue assistance in providing opportunities for the Island's residents and property owners to travel to and from the island in the pursuit of life-sustaining activities, *i.e.*, employment, medical services, clothing, food, etc.; and

**WHEREAS**, the availability of this service is critical to the island as the primary source of transportation for most of the residents and property owners; and

**WHEREAS**, the County Council of Beaufort County agrees with the need to submit an application to the South Carolina Department of Transportation for a dollar-to-dollar matching grant in the amount of Seventy-five Thousand Dollars (\$75,000) for ferry service for residents and property owners of Daufuskie Island.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Council of Beaufort County does hereby agree to apply to the State of South Carolina Department of Transportation for a matching grant to assist with ferry service to and from Daufuskie Island.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

**RESOLUTION 2014 /**

**WHEREAS**, water infrastructure has been identified as a priority community need for Beaufort County, and the Stuart Point Water Project has been identified as a priority community project of the County, and

**WHEREAS**, Beaufort County wishes to address this need by making application to the South Carolina Department of Commerce, Division of Community Grant Programs for approximately \$750,000 in Community Infrastructure Grant Funds,

**WHEREAS**, the completion of the project would directly benefit approximately 400 people in the Stuart Point area of Beaufort County, of which at least 51% qualify as having low-to-moderate incomes,

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

1. County Council hereby endorses the Stuart Point Water Project because it will greatly improve the quality of life for the residents of the Stuart Point area of Beaufort County.
2. The County Administrator shall be and is authorized to prepare and submit a Community Development Block Grant (CDBG) Community Infrastructure Application for the Stuart Point Water Project and to commit funds in the amount of 10% (\$60,000 estimate) of the grant request to meet the matching commitment of the Community Development Program.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council



To: Beaufort County Council

From: Port Royal Sound Foundation

We are requesting \$292,000 from Beaufort County to fund tourism infrastructure and water quality facilities. With your support we will complete exhibits and renovation work at the Maritime Center located at the center of Beaufort County where Highway 170 crosses the Chechessee River. This request represents approximately 10% of the total amount of the project. The remaining 90% has been provided by the Community Foundation of the LowCountry; the Coastal Community Foundation; family foundations and donations from individual and private foundations.

We support the County's interest in promoting cultural and historic tourism. We are committing to provide space in our Maritime Center for displays about Gullah Geechee Corridor, Mitchellville, Santa Elena, Secession Oak and other historic and cultural sites. The only requirement will be that similar space be made available to us in their locations.

Tourism is the largest non-government economic activity in Beaufort County at approximately \$1.5 billion annually. However, our tourism declines significantly in the spring and fall. We reasonably expect that we can cooperate with the parties named above to increase that activity 10% to 30% annually by increasing the length of stay as well as by attracting tourists focused on cultural and historic tourism. Historic and Cultural tourists are typically older, spend more and travel without children which make them perfect guests for Beaufort County without requiring new accommodations. Charleston, Hilton Head and Savannah are top 10 tourism destination. We can help grow jobs and tax revenues with existing accommodations.

Water Quality is an important part of our economy and our quality of life. Our educational programs and exhibits will educate residents and visitors about the unique qualities of our area and the techniques that work to maintain water quality.

Thank you for considering this request.





## Proposal to Beaufort County Council

### Port Royal Sound Foundation Maritime Center: Creating a Hub to Promote Tourism

The Port Royal Sound has helped shape the economy and history of Beaufort County through its natural resources and its value as a deep water port. Today, the Port Royal Sound is just beginning to be recognized for its ecological and historical significance that merits national attention. This potential for national recognition of Port Royal Sound creates an opportunity for Beaufort County to use Port Royal Sound as an economic driver to attract visitors and environmentally friendly companies to the region.

While there have been several entities working during the past decade to promote local environmental and historical features of the region, until very recently there has not been an organization that focused on a region-wide, comprehensive approach to protecting and marketing the Port Royal Sound. In 2010 the Port Royal Sound Foundation, formerly Friends of the Rivers, was established to address this need. The first major goal of the Port Royal Sound has been to create a hub that will serve as a home and “centering point” that can reach out to residents north and south of the Broad River helping them to see that it is the waterways that connect them to each other and to the landscape that they find so vital to the quality of life here in the LowCountry. This hub is the Port Royal Sound Foundation Maritime Center, formerly the old Lemon Island Marina on US 170 between Beaufort and Bluffton.

This location is unique: it is the only place in the county within easy reach of residents of both northern and southern Beaufort County, and it has high traffic flow of visitors, as well as residents. Establishing an interpretive center with high quality displays and interactive exhibits at this location will not only educate visitors about Port Royal Sound, but also provides an opportunity to educate visitors about other destinations throughout the region. Further, the Maritime Center becomes a physical place that represents the importance of Port Royal Sound to a national audience. Part of its mission is to reach out to national media organizations, such as National Geographic and Discovery Channel, to come to Port Royal Sound to tell the region’s stories to a national audience.

The Port Royal Sound Foundation has made a strong start toward accomplishing its mission. In three short years it has been gifted land and a building and has raised \$2,340,000 in monetary and in-kind gifts toward the completion of the Maritime Center. To help ensure that the Maritime Center moves forward rapidly so that its full potential as an economic driver for the region can be reached as quickly as possible, the Foundation is requesting \$292,000 from the County to assist with the completion of



infrastructure of the Maritime Center. This request represents approximately 10% of the project's budget. This grant would fund four components of the Maritime Center that promote tourism of the greater Beaufort County area. These are:

- (1) completion of the necessary building renovations (\$100,000)
- (2) the rotating exhibit hall where a video introduces visitors to the beauty of the region using sweeping aerial footage taken from a helicopter as it shows wide panoramas that include Hilton Head, Bluffton, Port Royal and Beaufort (\$80,000);
- (3) the interactive History Wall exhibit that tells the story of the region and directs tourists to visit the historic sites and local museums throughout the county (\$50,000);
- (4) construction of a dock that will become home for the Spirit of America program, a nationally recognized boating safety program, which would provide up to \$250,000 funding to establish a program in Beaufort County (\$62,000). This program will be conducted in cooperation with the

As part of this initiative Beaufort County will be recognized as a founding partner in the Maritime Center.

Thank you.

Board Members

Michael Long, Chairman

Gen Art Brown, Vice Chairman

Dick Stewart, Treasurer

Dr. Chris Marsh

David Harter

Dean Moss

Joan Crawford

Tom Henz

Pat Kelley

Ed Pappas

A RESOLUTION 2014 /

OF BEAUFORT COUNTY, SOUTH CAROLINA, CONSENTING TO AND  
AGREEING TO PARTICIPATE IN THE AMENDED TAX INCREMENT  
FINANCING PLAN FOR THE TOWN OF HILTON HEAD ISLAND  
REDEVELOPMENT AREAS

WHEREAS, pursuant to Section 31-6-10 et seq. of the Code of Laws of South Carolina, 1976, as amended (the "TIF Act"), an Ordinance enacted on December 7, 1999, by the Town Council of the Town of Hilton Head Island, South Carolina (the "Town"), approved a Tax Increment Financing Plan for The Town of Hilton Head Island Redevelopment Area Approved in 1999 (the "Original TIF Plan") for the Town of Hilton Head Island Redevelopment Area (the "TIF District"); and

WHEREAS, the Town has proposed to amend the TIF Plan as follows: (1) Extending the time for the implementation of the Original TIF Plan, as amended, and of the existence of the Town's TIF District for an additional ten years; (2) Increasing the cap on TIF expenditures from \$65 million in the Original TIF Plan to a cumulative \$115 million through the Amended TIF Plan; (3) Describing the TIF Projects which will be included in the Amended TIF plan; and (4) Establishing binding terms and conditions upon which Hilton Head Public Service District, Beaufort County, South Carolina, and the Beaufort County School District, South Carolina (together, the "Taxing Districts") will agree to participate in the Amended TIF Plan; and

WHEREAS, the Town has requested that the County Council (the "Council") of Beaufort County, South Carolina (the "County") agree to participate in the Amended TIF Plan by allowing the Incremental Tax Revenue (as defined in the Act) generated from the County millage to be included in the Amended TIF Plan; and

WHEREAS, pursuant to the TIF Act, the County has the right to "opt in" or "opt out" of the Amended TIF Plan; and

WHEREAS, the County Council has indicated its willingness to participate in the Amended TIF Plan.

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

1. The County hereby consents to and agrees to participate in the Amended TIF Plan by allowing its Incremental Tax Revenue to be included in the Amended TIF Plan.
2. The Original TIF Plan and TIF District will not be further amended or modified without the approval of the County.
3. This consent to the Amended TIF Plan and the agreement to participate in the Amended TIF Plan is contingent upon the consent of the other Taxing Districts.
4. This Resolution shall be effective immediately upon its adoption and a copy of such shall be delivered to the Town of Hilton Head Island, South Carolina.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council



# BELFAIR LANDSCAPE PLAN

HIGHWAY 278 ROW EAST/WEST ENTRANCE

FROM WESTBURY PARK (STA. 648+00)  
TO BAYLOR DRIVE (STA. 628+00)

BEAUFORT COUNTY, SOUTH CAROLINA

## GENERAL NOTES:

1. ALL NOTES APPLY TO ALL DRAWINGS AND ALL TRADES. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS AND TRADES TO COORDINATE THE INSTALLATION OF THEIR WORK WITH THE INSTALLATION OF WORK BY ALL OTHER CONTRACTORS AND TRADES. THE REQUIREMENTS OF THE SPECIFICATIONS, DRAWINGS, GENERAL REQUIREMENTS, AND ALL ITEMS OF THE CONTRACT DOCUMENTS ARE EQUALLY BINDING FOR ALL CONTRACTORS AND TRADES. EACH CONTRACTOR IS REQUIRED TO MAINTAIN FULL SETS OF THE CONTRACT DOCUMENTS FOR HIS EMPLOYEES USE ON THE PROJECT TO ASSURE THAT ALL WORK IS PROPERLY COORDINATED AND INSTALLED WITH WORK OF OTHER CONTRACTORS AND TRADES.
2. THE CONTRACTOR SHALL CONTACT THE UTILITY PROTECTION CENTER PRIOR TO BEGINNING WORK FOR ALL UNDERGROUND UTILITY, TELEPHONE, CABLE (TV, SURVEILLANCE, TRAFFIC CONTROL AND THE LIKE) AND OTHER UNDERGROUND OBSTRUCTIONS IN THE AREA.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL REQUIRED PERMITS ARE IN HAND PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
4. ALL WORKMANSHIP AND INSTALLATION FOR ALL TRADES SHALL MEET OR EXCEED THE PRODUCT MANUFACTURER'S RECOMMENDATIONS AND/OR ALL NATIONAL, STATE, AND LOCAL CODES.
5. ALL KNOWN UTILITIES ARE SHOWN SCHEMATICALLY ON THE PLANS AND ARE NOT NECESSARILY ACCURATE AS TO PLAN LOCATION OR ELEVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES OR OBSTRUCTIONS.
6. ALL ITEMS REMOVED FROM THE PROJECT WHICH ARE NOT TO BE REUSED SHALL BE MOVED TO A LOCATION APPROVED BY THE BEAUFORT COUNTY ENGINEER TO ASSURE NO UNSIGHTLY DEBRIS IS STORED ALONG THE PROJECT DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A CLEAN SITE FREE OF ALL DEBRIS AND LITTER EACH DAY THROUGHOUT THE CONSTRUCTION PERIOD.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING TRAFFIC CONTROL IN ACCORDANCE WITH THE 2004 SCDOT CONSTRUCTION MANUAL - DIVISION 600; TRAFFIC CONTROL. THE CONTRACTOR SHALL CREATE A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE LOCAL SCDOT ENGINEER PRIOR TO PERFORMING CONSTRUCTION.
8. AT THE END OF THE WORKING DAY AND EACH DAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICK UP OF ALL DEBRIS AND LITTER WITHIN AND AROUND THE CONSTRUCTION SITE.
9. ANY SOIL, STONE, OR OTHER MATERIALS SHALL BE SWEEP CLEAN FROM ALL PAVEMENT AREAS EACH DAY.
10. THE CONTRACTOR SHALL LOCATE PLANTS IN ACCORDANCE WITH THE DRAWINGS AND NOTIFY THE BEAUFORT COUNTY ENGINEER AND/OR THE LANDSCAPE ARCHITECT IF CONDITIONS DEVIATE FROM THE PLANS OR MAY REQUIRE ADJUSTMENTS.
11. THE POSTED SPEED LIMIT FOR THE BELFAIR PROJECT SITE IS 45 MPH WITH A TRAFFIC VOLUME GREATER THAN 1500 A.D.T.
12. THE CUT/FILL SLOPE IS 6:1 OR FLATTER YIELDING A 22' (OR GREATER) OFFSET FROM THE ROADWAY FOR TREES OR SHRUBS THAT WILL ATTAIN A 4" OR GREATER DIAMETER AT MATURITY. IN SOME AREAS, THE FILL SLOPE IS 3:1 YIELDING A 26' (OR GREATER) OFFSET FROM THE ROADWAY FOR TREES OR SHRUBS THAT WILL ATTAIN A 4" OR GREATER DIAMETER AT MATURITY. ACCORDING TO THE SCDOT ACCESS AND ROADSIDE MANAGEMENT STANDARDS, 2008 EDITION, CRAPE MYRTLES AND SHRUBS ARE CONSIDERED TO HAVE A SMALLER THAN 4" DIAMETER AT MATURITY AND THEREFORE SHALL NOT BE SUBJECT TO THE OFFSETS AS STATED IN TABLE 9-1; MINIMUM OFFSET OF TREES AND SHRUBS AT MATURITY.
13. THE CONTRACTOR SHALL REFER TO THESE GENERAL NOTES AND OTHER ASSOCIATED NOTES.
14. VEGETATION IN SIGHT AREAS SHALL BE MAINTAINED AT A HEIGHT NOT TO EXCEED 30" FROM THE ADJACENT ROADWAY SURFACE.
15. ALL VEGETATION MUST BE PERPETUALLY TRAINED TO ALLOW 18" VERTICAL CLEARANCE MEASURED FROM THE ROADWAY SURFACE AT THE EDGE OF THE TRAVEL-WAY.
16. CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM US 218 FILE 1.037118A PRIME CONTRACT TO PERFORM WORK IN THE CONSTRUCTION WORK-ZONE.

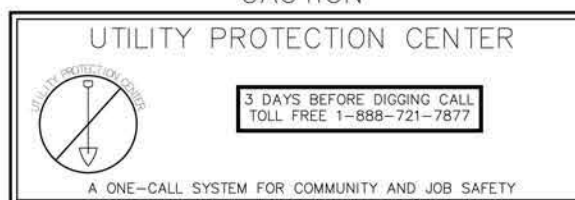
May 28, 2013  
Revised November 21, 2013

## LANDSCAPE PLANS

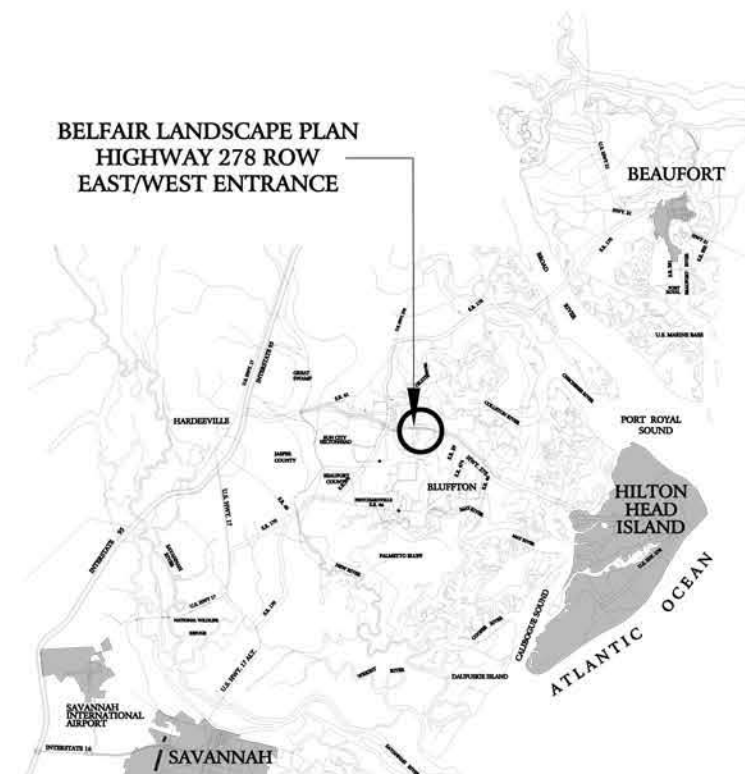
### SHEET INDEX

Sheet	Description
CS	Coversheet
L1	Key Sheet
L2	Planting Plan
L3	Plant Schedule, Details and Notes
IR1	Irrigation Layout
IR2	Irrigation Details and Notes

\*\*\*CAUTION\*\*\*



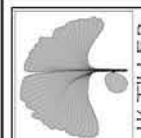
BELFAIR LANDSCAPE PLAN  
HIGHWAY 278 ROW  
EAST/WEST ENTRANCE



JKT JOB NUMBER: 201304-01

J. K. TILLER ASSOCIATES, INC.

LAND PLANNING  
LANDSCAPE ARCHITECTURE  
TEN PINECKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909  
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BELFAIR LANDSCAPE PLAN  
HIGHWAY 278 ROW EAST/WEST ENTRANCE  
FROM WESTBURY PARK (STA. 648+00)  
TO BAYLOR DRIVE (STA. 628+00)  
Beaufort County, South Carolina

Sheet Title:  
COVER SHEET

Job Number:  
201304-01

Date:  
May 28, 2013

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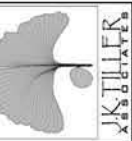
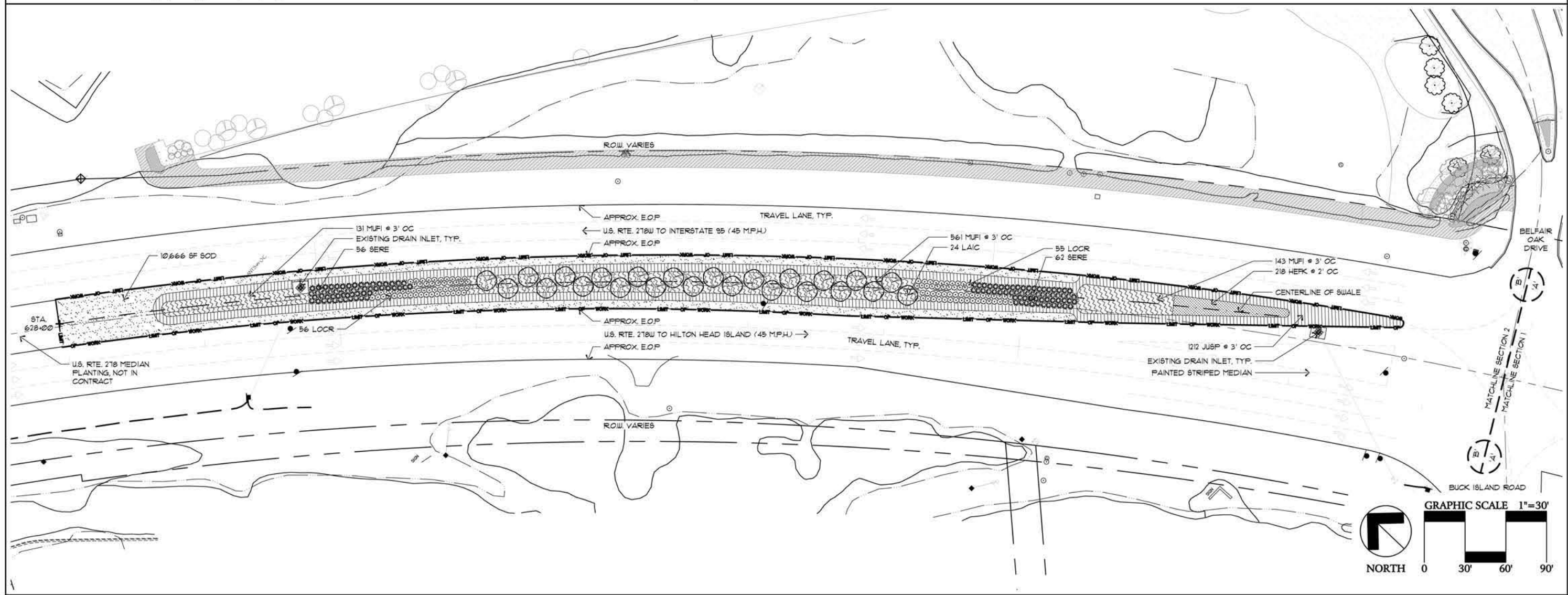
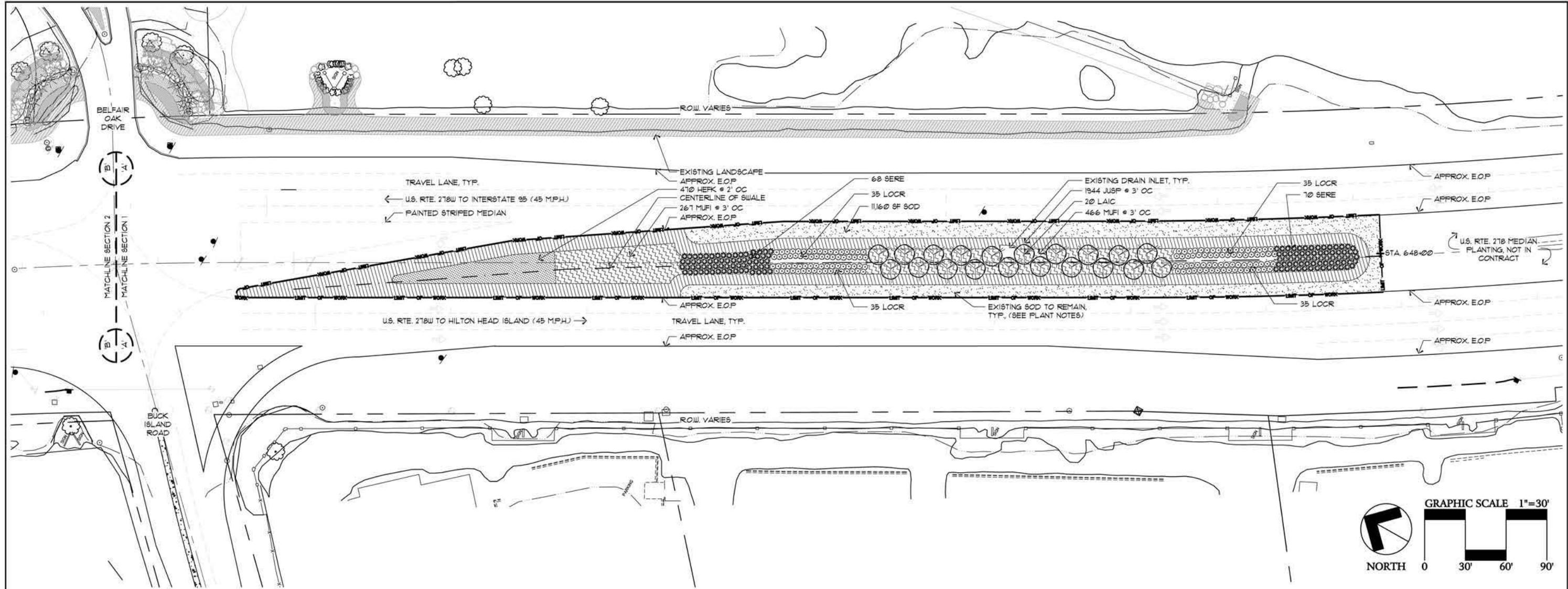
Approved:  
JT

Revisions:

Sheet

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**BELFAIR LANDSCAPE PLAN**  
 HIGHWAY 278 ROW EAST/WEST ENTRANCE  
 FROM WESTBURY PARK (STA. 648+00)  
 TO BAYLOR DRIVE (STA. 628+00)  
 Beaufort County, South Carolina

**Sheet Title:**  
 PLANTING PLAN

**Job Number:**  
 201304-01

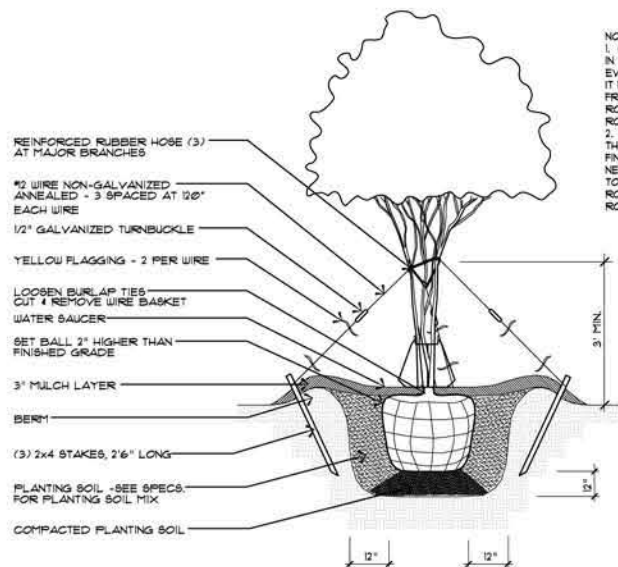
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 MARCH 11, 2013

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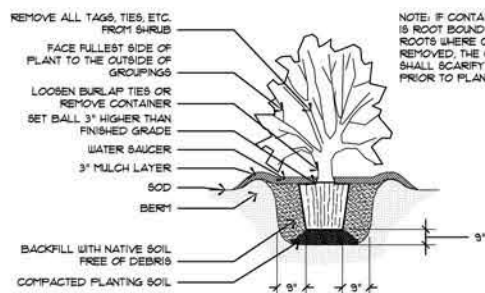
**Approved:**  
 JT

**Revisions:**  
 11/21/2013





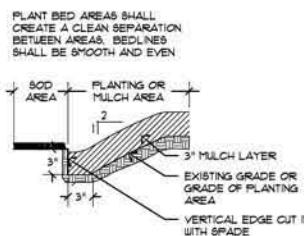
NOTE:  
1. CONTRACTOR SHALL PLACE THE TREE IN THE PIT SO THAT THE ROOT FLARE IS EVEN WITH THE FINISHED GRADE LEVEL. IT MAY BE NECESSARY TO REMOVE SOIL FROM THE TOP OF THE NURSERY-GROWN ROOTBALL IN ORDER TO EXPOSE THE ROOT FLARE. (TYP)  
2. PLACE THE TREE IN THE PIT SO THAT THE ROOT FLARE IS EVEN WITH THE FINISHED GRADE LEVEL. IT MAY BE NECESSARY TO REMOVE SOIL FROM THE TOP OF THE NURSERY-GROWN ROOTBALL IN ORDER TO EXPOSE THE ROOT FLARE.



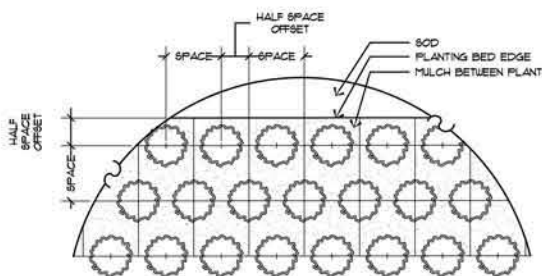
NOTE: IF CONTAINER STOCK IS ROOT BOUND OR SHOWS ROOTS WHERE CONTAINER IS REMOVED, THE CONTRACTOR SHALL SCARIFY ROOTS PRIOR TO PLANTING.

**1 Multi-Trunk Tree Planting Detail**  
L3 Not to Scale

**2 Shrub Planting**  
L3 Not to Scale



**3 Sod / Plant Bed Edge Detail**  
L3 Not to Scale



NOTES:  
1. PREPARE PLANTING BED WITH 1\"/>

**4 Ground Covers, Annuals & Perennials**  
L3 Not to Scale

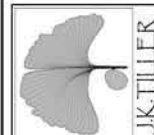
## PLANT SCHEDULE BELFAIR

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	SPREAD	ROOTS	NOTES
<b>TREES</b>								
LAIC	44	Lagerstroemia indica 'Centennial Spirit'	Centennial Spirit Crape Myrtle	-	10'-12'	5'-6'	Cont.	Full, Multi-stemmed, 3 cane min.
*THE PLANTS LISTED ABOVE ARE CONSIDERED TO REACH A DIAMETER EQUIVALENT TO LESS THAN A 4-INCH DIAMETER TREE.								
<b>SHRUBS</b>								
LOCR	251	Loropetalum chinense 'Chang Nian Hong'	Ever Red Loropetalum	-	3'-4'	3'-4'	7 Gal. Cont.	Full, 4'-5' O.C.
SERE	256	Serenoa repens	Saw Palmetto	-	18'-24'	12'-18'	3 Gal. Cont.	4'-6' O.C.
<b>ORNAMENTAL GRASSES + FERNS</b>								
MUF	1568	Muhlenbergia filipes	Gulf Muhly Grass	-	-	-	1 Gal. Cont.	Full, # 3' O.C.
<b>GROUND COVERS, VINES + PERENNIALS</b>								
HEPK	688	Hemerocallis filiva 'Kusanjo'	Kusanjo Orange Daylily	-	12'-18"	-	1 Gal. Cont.	# 18" O.C.
JBP	355	Juniperus squamata expansa 'Parsonii'	Parson's Juniper	-	8'-12"	18'-24"	1 Gal. Cont.	Full, # 3' O.C.
<b>SOD, MULCH + IRRIGATION</b>								
SOD	21626 SF		Celebration Bermuda					
MULCH	50431 SF		3" DEEP LONGLEAF PINE STRAW MULCH					
IRR	12263 SF		100% COVERAGE ALL PLANT BED AND SOD AREAS					

## PLANTING NOTES:

- MATERIALS LIST WAS PREPARED FOR ESTIMATING PURPOSES. CONTRACTOR SHALL MAKE OWN QUANTITY TAKE-OFF USING DRAWINGS AND SPECIFICATIONS TO DETERMINE QUANTITIES TO HIS SATISFACTION, REPORTING PROMPTLY ANY DISCREPANCIES WHICH MAY AFFECT BIDDING PRIOR TO BID. SEE SPECIFICATIONS FOR DATES.
- ROOT TYPES MAY BE FREELY SUBSTITUTED IN CASE OF BALLED AND BURLAPPED OR CONTAINER GROWN, ALL OTHER SPECIFICATIONS TO REMAIN UNCHANGED.
- CONTRACTOR TO VERIFY THAT ALL PLANT MATERIAL IS AVAILABLE AS SPECIFIED WHEN PROPOSAL IS SUBMITTED.
- SEE TREE, SHRUB, AND GROUND COVER PLANTING DETAILS AND SPECIAL PROVISIONS FOR PLANTING SPECIFICATIONS.
- CONTRACTOR SHALL STAKE OUT ALL SHRUB BED LINES, TREE LOCATIONS, AND SHRUB GROUPINGS FOR APPROVAL BY LANDSCAPE ARCHITECT BEFORE BEGINNING PLANTING OPERATIONS. IF PLANTING OCCURS WITHOUT APPROVAL, RELOCATION OF PLANTINGS REQUESTED BY THE LANDSCAPE ARCHITECT SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
- ALL SHRUB AND GROUND COVER BEDS TO RECEIVE 3" DEEP LONGLEAF PINE STRAW MULCH. (SEE PLANS FOR LIMIT OF MULCH AROUND SHRUB BEDS.)
- CONTRACTOR TO MAINTAIN THE PLANTINGS AND CONTROL WEEDS IN ALL AREAS THROUGH THE DURATION OF CONSTRUCTION UNTIL FINAL ACCEPTANCE. REFER TO SPECIFICATIONS FOR MAINTENANCE DURATION AND REQUIREMENTS.
- ALL NEW PLANT BEDS AND EXISTING SOD AREAS TO RECEIVE 100% IRRIGATION COVERAGE.
- HERBICIDE MAY BE APPLIED TO PLANTING AREAS PRIOR TO LANDSCAPE INSTALLATION ACCORDING TO SCOTD HERBICIDE OPERATIONS MANUAL (JULY 2009 EDITION) IN ROW.
- PLANT BED SHALL BE TESTED FOR PH AND SOILS IN PLANT ROOT REGION SHALL BE AMENDED PRIOR TO INSTALLATION FOR ASSURANCE OF PROPER PLANT GROWTH WITHIN EACH PLANT PH RANGE.
- PLANT SIZES AND SPECIES MAY VARY DUE TO AVAILABILITY. CHANGES TO PLANT SIZES AND SPECIES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. SUBSTITUTED PLANT SPECIES SHALL HAVE SIMILAR CHARACTER AS ORIGINAL PLANT. PRICE ADJUSTMENT SHALL BE FACILITATED VIA A CHANGE ORDER AS OUTLINED IN THE SPECIFICATIONS.
- ALL EXISTING SOD SHALL REMAIN IN PLACE OUTSIDE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR ANY SOD AREAS DAMAGED.

**J. K. TILLER ASSOCIATES, INC.**  
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**BELFAIR LANDSCAPE PLAN**  
HIGHWAY 278 ROW EAST/WEST ENTRANCE  
FROM WESTBURY PARK (STA. 648+00)  
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**Sheet Title:**  
PLANT SCHEDULE,  
DETAILS AND NOTES

**Job Number:**  
201304-01

**Date:**  
MARCH 11, 2013

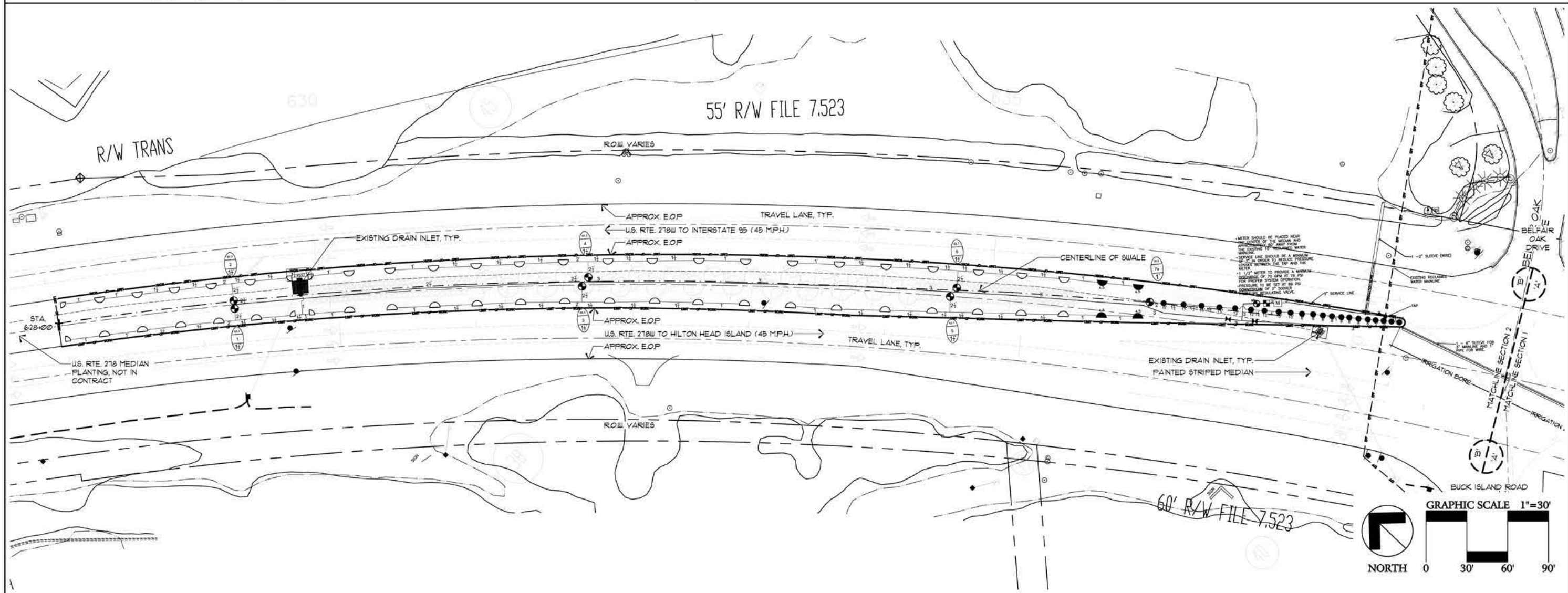
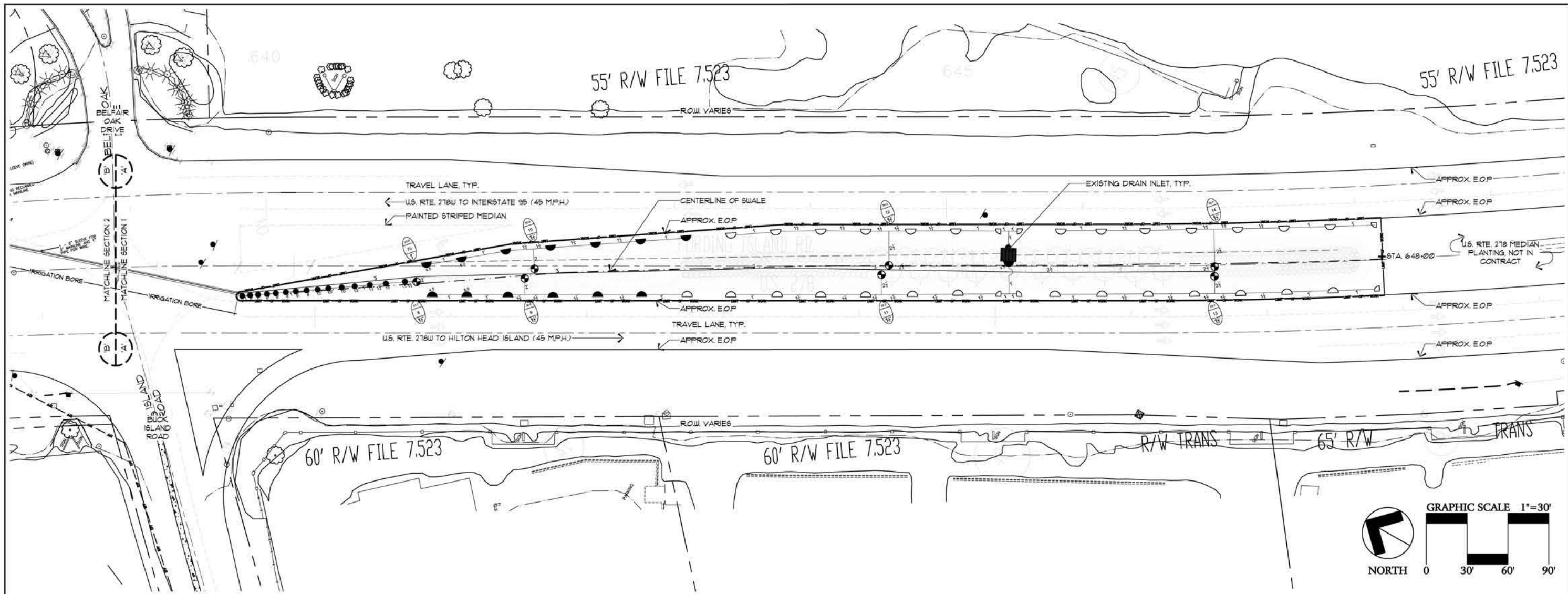
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**Approved:**  
JT

**Revisions:**  
11/21/2013

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OF 6





**J. K. TILLER ASSOCIATES, INC.**  
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**Sheet Title:**  
 IRRIGATION PLAN  
 Prepared By  
 Simmons Irrigation

**Job Number:**  
 201304-01

**Date:**  
 MARCH 11, 2013

**Drawn:**  
 TMM/CMN Simmons Irr

**Approved:**  
 R. McLin

**Revisions:**  
 11/21/2013

**Irrigation Plan**  
 Prepared By:

*Simmons Irrigation Supply*  
 1000 Highway 17 North  
 Bluffton, SC 29910  
 Phone 843.815.4800  
 Fax 843.815.4802

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RAIN BIRD ESP-LXME SERIES CONTROLLER

- \*FLEXIBLE FEATURES AND MODULAR OPTIONS MAKING CONTROLLER IDEAL FOR A WIDE VARIETY OF APPLICATIONS INCLUDING COMMERCIAL, COMMERCIAL, AND INDUSTRIAL IRRIGATION SYSTEMS.
- \*MODULAR OPTIONS INCLUDE MODULAR STATION CAPACITY, FLOW SENSING, METAL CASE AND PEDESTAL, ETC. MANAGER SMART CARTRIDGE, AND 10 V2.0 CENTRAL CONTROL COMMUNICATION CARTRIDGES. THESE OPTIONS FIELD INSTALLED AND CAN UPGRADE AND ENHANCE ESP-LXME AT ANY FUTURE TIME.
- \*CONTROLLER UTILIZES RAIN BIRD ESP EXTRA-SIMPLE PROGRAMMING USER INTERFACE.
- \*DIAL, SWITCHES, AND BUTTONS INTERFACE WITH RAIN BIRD STANDARD CONTROLLER INTERFACE FOR THE IRRIGATION INDUSTRY.
- \*LARGE LCD DISPLAY INCORPORATES SOFTKEY TEXT LABELS FOR BUTTON FUNCTIONS RATHER THAN DEDICATED BUTTONS.
- \*THE ESP-LXME CONTROLLER IS EASY TO INSTALL WITH SPACIOUS CASE AND QUICK-CONNECT TERMINALS MAKING INSTALLATION FAST AND EASY.
- \*MULTIPLE SIZE WIRING KNOCKOUTS ARE PROVIDED ON BOTTOM AND BACK SIDE OF CASE TO ADAPT TO A WIDE VARIETY OF WIRING APPLICATIONS.
- \*DOOR AND FRONT PANEL ARE REMOVABLE SO CASE CAN BE EASILY MOUNTED TO WALL.
- \*PLASTIC, LOCKING, UV RESISTANT, WALL-MOUNT CASE.
- \*OPTIONAL METAL CASE OR PEDESTAL.
- \*8-, OR 12-STATIONS BASE UNIT EXPANDABLE TO 48 STATIONS WITH 4-, 8-, AND 12-STATION MODULES.
- \*FLOW SMART MODULE\* FACTORY INSTALLED OR FIELD UPGRADABLE.
- \*LARGE LCD DISPLAY WITH EASY TO NAVIGAT SOFTKEY USER INTERFACE.
- \*HOT-SWAPABLE MODULES, NO NEED TO POWER DOWN THE CONTROLLER TO ADD/REMOVE MODULES.
- \*DYNAMIC STATION NUMBERING ELIMINATES STATION NUMBERING GAPS.
- \*WEATHER SENSOR INPUT WITH OVERRIDE SWITCH.
- \*MASTER VALVE/PUMP START CIRCUIT.
- \*6 USER-SELECTABLE LANGUAGES.
- \*NON-VOLATILE (100-YEAR) PROGRAM MEMORY.
- \*STANDARD 10KV SURGE PROTECTION.
- \*FRONT PANEL REMOVABLE AND PROGRAMMABLE UNDER BATTERY POWER.
- \*OPTIONAL FLOW SMART MODULE WITH LEARN FLOW UTILITY AND FLOW USAGE TOTALIZER.
- \*FLOODCH PROTECTION FOR HIGH AND LOW FLOW CONDITIONS WITH USER DEFINED REACTIONS.
- \*FLOWMANAGER MANAGES HYDRAULIC DEMAND, MAKING FULL USE OF AVAILABLE WATER TO SHORTEN TOTAL WATERING TIME.
- \*SIMULATIONS ARE PROGRAMMABLE TO ALLOW UP TO 5 STATIONS TO OPERATE AT THE SAME TIME.
- \*WATER WINDOWS BY PROGRAM PLUS MANUAL WY WATER WINDOW.
- \*CYCLE-SOAK BY STATION.
- \*RAIN DELAY.
- \*365-DAY CALENDAR DAY OFF.
- \*PROGRAMMABLE STATION DELAY BY PROGRAM.
- \*WEATHER SENSOR PROGRAMMABLE BY STATION TO PREVENT OR PAUSE WATERING.
- \*PROGRAM SEASONAL ADJUST.
- \*GLOBAL MONTHLY SEASONAL ADJUST.
- \*ALARM LIGHT WITH EXTERNAL CASE LENS.
- \*ELECTRIC DIAGNOSTIC CIRCUIT BREAKER.
- \*STATION TIMING: 0 MINS TO 12 HRS.
- \*SEASONAL ADJUST: ON TO 300%.
- \*4 INDEPENDENT PROGRAMS (ABCD).
- \*ABCD PROGRAMS CAN OVERLAP.
- \*8 START TIMES PER PROGRAM.
- \*PROGRAM DAY CYCLES INCLUDE CUSTOM DAYS OF THE WEEK, 000, 00031, EVEN, & CYCLICAL DATES.
- \*MANUAL STATION, PROGRAM, TEST PROGRAM.

HUNTER MWS-FR SERIES WIND/RAIN AND FREEZE SENSOR

- \*EASILY INSTALLS ON AUTO IRRIGATION SYSTEM AND VERSATILE ENOUGH TO MEET YOUR PARTICULAR NEEDS.
- \*SHUTS SYSTEM OFF IN RAINY CONDITIONS. SETS FROM 1/8" TO 1" BASED ON YOUR LOCAL CONDITIONS.
- \*SETS TO SHUT DOWN SYSTEM FROM 12 TO 35 MPH WINDS. CHOOSE THE WIND SPEED MOST EFFECTIVE FOR YOUR AREA.
- \*SHUTS OFF WATER AT 37° F. ELIMINATES ICE ON LANDSCAPES, WALKWAYS, ROADWAYS.

RAIN BIRD PEB SERIES ELECTRIC REMOTE-CONTROL VALVE

- \*1" 1 1/2", 2"
- \*DURABLE GLASS-FILLED NYLON CONSTRUCTION FOR LONG LIFE AND RELIABLE PERFORMANCE.
- \*GLOBE CONFIGURATION.
- \*NORMALLY CLOSED, FORWARD FLOW DESIGN.
- \*SLOW CLOSING TO PREVENT WATER HAMMER AND SUBSEQUENT SYSTEM DAMAGE.
- \*ONE-PIECE SOLIDING WITH CAPTURED PLUNGER AND SPRING FOR EASY SERVICING. PREVENTS LOSS OF PARTS DURING FIELD SERVICE.
- \*FLOW CONTROL HANDLE ADJUSTS WATER FLOW AS NEEDED.
- \*MANUAL INTERNAL BLEED OPERATES THE VALVE WITHOUT ALLOWING WATER INTO THE VALVE BOX.
- \*PRESSURE: 20 TO 200 PSI.
- \*FLOW: 0.25 TO 200 GPM.
- \*POWER: 24 VAC.

HUNTER I-20 SERIES ROTOR POP-UP

- \*MODELS: SHRUB, 4", 6", 12"
- \*INTERNAL RUBBER COVER STAYS PUT TO KEEP PLAY AREAS SAFE.
- \*CHOICE OF 22 DIFFERENT NOZZLES ALLOWS SPRINKLER TO BE CUSTOM FITTED TO ALL SPACINGS FROM 17" TO 46".
- \*FLO STOP CONTROL ALLOWS STOPPAGE OF FLOW THROUGH AN INDIVIDUAL HEAD WHILE REMAINDER OF SYSTEM IS RUNNING.
- \*EASY ARC ADJUSTMENT (50° TO 360°) - RIGHT AT TOP OF SPRINKLER.
- \*CONTINUOUSLY IMPROVED, WATER-LUBRICATED GEAR DRIVE BACKED BY OVER A DECADE OF PROVEN RELIABILITY.
- \*EXTRA-STRONG SPRING FOR RELIABLE RETRACTION EVERY TIME.
- \*DRAIN CHECK VALVE FOR UP TO 10 FEET OF ELEVATION CHANGE TO SAVE WATER AND REDUCE LIABILITY.
- \*RECOMMENDED PRESSURERANGE: 30 - 70 PSI.
- \*DISCHARGE RATE: 36 TO 14.8 GPM.
- \*3/4" FEMALE INLET NOT.

RAIN BIRD R-VAN ROTARY NOZZLE

- \*DESIGNED TO FIT ON RAIN BIRD SPRAY HEADS, VARIABLE ARC ROTARY NOZZLES PROVIDE UNSURPASSED DESIGN FLEXIBILITY AND HIGHLY EFFICIENT WATER DISTRIBUTION FROM 13" TO 24".
- \*LOW PRECIPITATION RATE REDUCES RUN-OFF AND POTENTIAL FOR EROSION.
- \*HIGH UNIFORMITY, THICK WIND RESISTANT STREAMS AND LARGER WATER DROPLETS ENSURE EFFICIENT PERFORMANCE, EVEN IN ADVERSE CONDITIONS.
- \*MATCHED PRECIPITATION RATE WITH RAIN BIRD 3000/2000 PLUS MPR ROTOR NOZZLES ALLOW MPR IRRIGATION DESIGNS FROM 13" TO 35".
- \*WITH APPROXIMATELY 60% LESS FLOW THAN CONVENTIONAL SPRAY NOZZLES ROTARY NOZZLES ALLOW MORE HEADS PER ZONE, REDUCING OVERALL SYSTEM COMPLEXITY AND COST.
- \*MAINTAINS HIGHLY EFFICIENT PERFORMANCE THROUGHOUT THE 20-55 PSI PRESSURE RANGE, WITH NO MISTING OR FOGGING AT HIGH PRESSURES.
- \*VARIABLE ARC ROTARY NOZZLES ALLOW YOU TO QUICKLY ADJUST THE ARC AND RADIUS BY HAND, WHILE WATER IS RUNNING - NO SPECIAL TOOLS REQUIRED.
- \*DESIGNED FOR USE ON RAIN BIRD SPRAY HEADS.
- \*THREE YEAR TRADE WARRANTY.
- \*PRESSURE RANGE: 20 - 55 PSI.
- \*SPACING: 13" TO 24".

PRODUCTS

RAIN BIRD PLASTIC MPR NOZZLE

- \*MATCHED PRECIPITATION RATES ACROSS SETS AND ACROSS PATTERNS IN 5 SERIES, 8 SERIES, 10 SERIES, 12 SERIES, AND 15 SERIES FOR EVEN WATER DISTRIBUTION AND DESIGN FLEXIBILITY.
- \*5 SERIES NOZZLES MEET SMALL-AREA SHRUB OR TURF REQUIREMENTS.
- \*8 SERIES NOZZLES NOW HAVE A LOWER WATER FLOW, WHICH ALLOWS MORE SPRAY HEADS PER ZONE.
- \*1800 SERIES WHITE FILTER SCREENS (SHIPPED WITH NOZZLES) MAINTAIN PRECISE RADIUS ADJUSTMENTS AND PREVENT CLOGGING (9 AND 8 SERIES NOZZLES ARE SHIPPED WITH BLUE FINE-MESH FILTER SCREENS).
- \*STAINLESS STEEL ADJUSTMENT SCREW TO ADJUST FLOW AND RADIUS.
- \*SPACING: 3 TO 20 FEET.
- \*PRESSURE: 15 TO 30 PSI.
- \*OPTIMUM PRESSURE: 30 PSI.

RAIN BIRD RD1800-SAM-PRS FLOW SHIELD NON-POTABLE WATER SERIES POPUP SPRAYHEAD

- \*4, 6", 8", AND 12"
- \*PATENTED CO-MOLDED PRESSURE ACTIVATED TRIPLE-BLADE WIPER SEAL ENSURES A POSITIVE SEAL WITHOUT EXCESS FLOW-BY, WHICH ENABLES MORE HEADS TO BE INSTALLED ON THE SAME VALVE. THE TRIPLE BLADE WIPER SEAL PRECISELY BALANCES FLUSHING, FLOW-BY AND DEBRIS PROTECTION TO OPTIMIZE PERFORMANCE AND DURABILITY AT POP-UP AND RETRACTION.
- \*PRECISION-CONTROLLED FLUSH AT POP-UP AND RETRACTION CLEARS DEBRIS FROM UNIT, ASSURING POSITIVE STEM RETRACTION IN ALL SOIL TYPES.
- \*DEBRIS POCKETS IN THE BASE OF THE SPRAY BODY PREVENT RECIRCULATION OF HARMFUL DEBRIS DURING OPERATION TO REDUCE WEAR ON WIPER SEAL AND STEM.
- \*STRONG STAINLESS STEEL SPRING PROVIDES RELIABLE STEM RETRACTION AND WITHSTANDS CORROSION.
- \*REINFORCED RATCHET MECHANISM ON ALL MODELS ALLOWS EASY NOZZLE PATTERN ALIGNMENT WITHOUT TOOLS, WITHSTANDS CHEMICALS IN RECLAIMED WATER, AND PREVENTS PATTERN MISALIGNMENT OVER TIME.
- \*INSTALLED IN THE POP-UP TUB FLUSH PLUG BLOCKS DEBRIS FROM ENTERING AFTER FLUSHING AND ALLOWS FOR EASY NOZZLE INSTALLATION.
- \*CONTAINING PROVEN UV-RESISTANT PLASTIC AND CORROSION RESISTANT STAINLESS STEEL PARTS, ASSURING LONG PRODUCT LIFE.
- \*ALL SPRINKLER COMPONENTS ARE REMOVABLE FROM THE TOP WITHOUT SPECIAL TOOLS, PROVIDING FOR QUICK AND EASY FLUSHING AND MAINTENANCE OF THE SPRINKLER.
- \*BUILT-IN SEAL-A-MATIC (SAM) CHECK VALVE ELIMINATES THE NEED FOR UNDER-HEAD CHECK VALVES, NO PARTS TO BE INSTALLED OR MAINTAINED.
- \*TRAPS WATER IN LATERAL PIPES IN ELEVATION CHANGES OF UP TO 14 FEET, REDUCES NEAR-BY DRAINAGE FROM SPRAY HEADS AT LOWER ELEVATIONS, STOPS WATER FROM ENTERING LATERAL PIPES DUE TO FLOODING AND/OR CROSSING.
- \*EVEN STRONGER RETRACT SPRING TO ACCOMMODATE ELEVATION CHANGES UP TO 14 FEET. ONE OF THE STRONGEST RETRACT SPRINGS IN THE INDUSTRY.
- \*PATENTED PRS PRESSURE REGULATOR BUILT INTO THE STEM. NO PARTS TO BE INSTALLED AT THE SITE. SAVES TIME AND MONEY.
- \*MAINTAINS CONSTANT OUTLET PRESSURE AT 30 PSI. SPRAY HEADS AND NOZZLES PERFORM BEST AT 30 PSI. ENSURES MAXIMUM SPRAY HEAD AND NOZZLE PERFORMANCE, EVEN WITH VARYING PRESSURES.
- \*MAINTAINS CONSTANT PRESSURE REGARDLESS OF NOZZLE USED.
- \*RESTRICTS WATER LOSS BY UP TO 70% IF NOZZLE IS REMOVED OR DAMAGED. SAVES WATER AND MONEY. REDUCES POSSIBILITY OF ACCIDENTS AND PROPERTY DAMAGE. RECOMMENDED FOR VANDAL-PRONE AREAS.
- \*ENDS MISTING AND FOGGING CAUSED BY HIGH PRESSURE. STOPS WATER WASTE.
- \*ENSURES NECESSARY WATERING OCCURS IN HIGH PRESSURE OR WIND CONDITIONS.
- \*DESIGNED TO SAVE WATER AND PRESERVE SYSTEM HYDRAULICS TO MAINTAIN PROPER OPERATION THROUGHOUT ZONE.
- \*PROVIDES PROTECTION AGAINST PLANT MATERIAL LOSS AND REDUCES THE LIKELIHOOD OF INCURRING COSTLY FINES AS A RESULT OF EXCESSIVE RUN-OFF WHEN A NOZZLE HAS BEEN REMOVED.
- \*EXCLUSIVE FLOW-SHIELD TECHNOLOGY BUILT INTO STEM. NO PARTS TO BE INSTALLED AT TIME. SAVING WATER, TIME, PLANT MATERIAL, AND MONEY.
- \*RESTRICTS WATER LOSS BY UP TO 80% IF NOZZLE IS REMOVED FROM A NON-PRS SPRAYHEAD, AND UP TO 50% IF NOZZLE IS REMOVED FROM A PRS SPRAYHEAD.
- \*REDUCES POSSIBILITY OF ACCIDENTS AND PROPERTY DAMAGE. RECOMMENDED FOR HIGH PRESSURE AND VANDAL-PRONE AREAS.
- \*PROVIDES LOW FLOW VERTICAL WATER JET VISIBLE FROM +200' LINE OF SIGHT WHEN A NOZZLE HAS BEEN REMOVED. HEIGHT AND LOW FLOW OF VERTICAL WATER JET CAUSES WATER TO DISSIPATE DURING DESCENT, REDUCING PROBLEMS AND RUN-OFF.
- \*LOW FLOW WATER JET DOES NOT EXCEED 2 GPM. EVEN WITH VARYING INLET PRESSURE.
- \*LOW FLOW VERTICAL WATER JET DECREASES THE LIKELIHOOD OF NOZZLE REMOVAL GONG UNNOTICED, PROMPTING NOZZLE REPLACEMENT TO DECREASE PROBABILITY OF STRESSED TURF AND PLANT MATERIAL LOSSES.
- \*EXCLUSIVE, NON-POTABLE WATER USE INDICATION ON COVER FEATURING PURPLE, TRIPLE-BLADE WIPER SEAL, EASY-TO-READ ENGLISH "DO NOT DRINK", SPANISH "NO BEBA" WARNINGS, AND AN INTERNATIONAL NO DRINK SYMBOL.
- \*DOES NOT REQUIRE THE USE OF PURPLE CLIP CAPS THAT CAN BE REMOVED BY A VANDAL.
- \*DOES NOT REQUIRE THE USE OF EYE-CATCHING PURPLE MOLDED COVERS THAT GIVE AWAY SPRINKLER LOCATION.
- \*DESIGNED FOR USE WITH ALL RAIN BIRD PLASTIC SPRAY HEAD NOZZLES.
- \*FIVE-YEAR TRADE WARRANTY.
- \*PRESSURE: 15 TO 100 PSI.
- \*SPACING: 3.5 TO 24 FEET.
- \*1/2" NPT FEMALE THREADED INLET.

WILKINS MODEL 500-HLR SERIES PRESSURE REGULATING VALVE

- \*1/2", 3/4", 1", 1 1/4", 1 1/2", 2", 2 1/2", 3"
- \*PRESSURE RATED: 300 PSI.
- \*SPRING RANGE: 10 TO 125 PSI. FACTORY SET AT 50 PSI.
- \*MAXIMUM TEMPERATURE: 180° F.
- \*ALL BRONZE BODY AND BELL HOUSING PROVIDES DURABILITY AND LONG LIFE.
- \*BUILT-IN BY-PASS PREVENTS BUILDUP OF EXCESSIVE SYSTEM PRESSURE CAUSED BY THERMAL EXPANSION (1/2" - 2").
- \*UNION END CONNECTION STANDARD AND AVAILABLE 1/2" - 2" IN FNPT.
- \*NYLON REINFORCED BUNA-N DIAPHRAGM.
- \*REPLACEABLE STAINLESS STEEL SEAT.
- \*BALANCED PISTON DESIGN.
- \*ALL INTERNAL PARTS CORROSION-RESISTANT.
- \*SERVICEABLE IN-LINE.
- \*AVAILABLE TAPPED AND PLUGGED FOR GAUGE (OPTIONAL).
- \*AVAILABLE TAPPED WITH GAUGE (OPTIONAL).
- \*AVAILABLE WITH BSP 1/2" - 2" (OPTIONAL).
- \*LISTED: ASSE-1003, APMPLISTED, CSA, CITY OF LOS ANGELES.

GENERAL NOTES

PROJECT CONDITIONS

- \*PERFORM SITE SURVEY, RESEARCH PUBLIC UTILITY RECORDS, AND VERIFY EXISTING UTILITY LOCATIONS. VERIFY EXISTING SYSTEM PIPING MAY BE INSTALLED IN COMPLIANCE WITH ORIGINAL DESIGN AND REFERENCED STANDARDS.

WATER SOURCE

- \*INSTALLER SHOULD CONFIRM THE MINIMUM DISCHARGE REQUIREMENTS OF THE WATER SOURCE AS INDICATED ON THE DRAWING LEGEND PRIOR TO INSTALLATION.
- \*IF SOURCE IS LESS THAN MINIMUM REQUIREMENT, CONSULT WITH A DESIGNER FOR POSSIBLE HYDRAULIC CHANGES.

SLEEVEING

- \*A MINIMUM OF PR-200 PVC SLEEVES SHOULD BE USED UNDER ANY HARDCAPING. (EXAMPLE: SIDEWALKS AND DRIVES).
- \*SLEEVES TO BE A MINIMUM OF (2) PIPE SIZES LARGER THAN THE PIPE RUNNING THROUGH IT.
- \*A SEPARATE SLEEVE IS RECOMMENDED FOR WIRE.

PIPE AND FITTINGS

- \*ALL PIPE TO BE PURPLE-COLORED, NON-POTABLE PR-200 SDR-21 SOLVENT WELD PVC PIPE.
- \*ALL PVC PIPE FITTINGS TO BE SCHEDULE 40, SOCKET-TYPE.
- \*PVC PIPING AND FITTINGS SOLVENT-CEMENTED JOINTS TO BE CONSTRUCTED UTILIZING CLEANER, PURPLE PRIMER, AND SOLVENT CEMENTS.
- \*GENERAL LOCATIONS AND ARRANGEMENTS: DRAWINGS INDICATED GENERAL LOCATION AND ARRANGEMENT OF PIPING SYSTEMS. INDICATED LOCATIONS AND ARRANGEMENTS WERE USED FOR DESIGN LEGIBILITY, TO SIZE PIPE AND CALCULATE FRICTION LOSS, AND OTHER DESIGN CONSIDERATIONS.
- \*MINIMUM COVER: PROVIDE THE FOLLOWING MINIMUM COVER OVER TOP OF BURIED PIPING OR 12" BELOW THE AVERAGE LOCAL FROST DEPTH, WHICHEVER IS THE GREATER DEPTH.
- \*PRESSURE PIPING: 18" OF COVER FOR PIPE 2 1/2" AND SMALLER, 24" FOR PIPE 3" AND 4", AND 30" FOR PIPE 6" AND LARGER.
- \*CROUD PIPING: 18" OF COVER FOR PIPE 2" AND LARGER.
- \*DRAIN PIPING: 18" OF COVER FOR PIPE 4" AND SMALLER, 24" FOR PIPE 6" AND LARGER.
- \*SLEEVES: 24" OF COVER FOR PIPE 8" AND SMALLER, 30" FOR PIPE 8" AND LARGER.
- \*PRIOR APPROVAL BY LANDSCAPE ARCHITECT MUST BE OBTAINED FOR ALL TRENCHING AROUND EXISTING TREES/LARGE TREES.
- \*ONLY HAND TRENCHING WILL BE ALLOWED WITHIN THE "TREE SAVE" AREAS.

SCHEDULING

- \*ADJUST SETTINGS OF CONTROLLERS AND AUTOMATIC CONTROL VALVES, AND PROVIDE WRITTEN SCHEDULE TO OWNER.

ELEVATION

- \*THE PRESSURE REQUIREMENT OF THE WATER SOURCE IS BASED ON NO MORE THAN 5 FEET OF ELEVATION CHANGE THROUGHOUT THE IRRIGATION COVERAGE AREA. IF SITE HAS GREATER ELEVATION CHANGE, CONSULT WITH DESIGNER FOR POSSIBLE HYDRAULIC CHANGE.

WIRING

- \*SOLID COPPER CONDUCTOR, INSULATED CABLE, SUITABLE FOR DIRECT BURIAL.
- \*LOW-VOLTAGE BRANCH CIRCUIT CABLES: TYPE PE, NO. 14 AWG MINIMUM.
- \*BETWEEN CONTROLLERS AND AUTOMATIC CONTROL VALVES: JACKET COLOR IS OTHER THAN FEEDER-CIRCUIT-CABLE JACKET COLOR.
- \*SPlicing MATERIALS: 3M DBT/DBR OR APPROVED EQUAL.

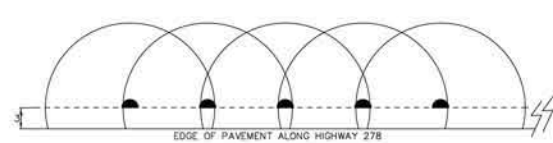
VALVE/ZONE IDENTIFICATION

NO.	GALLONS PER MINUTE
1	1 = ZONE #
12	VALVE SIZE

- \*WHEN TWO VALVES ARE TO BE CONNECTED ON SAME TERMINAL AT CONTROLLER, VALVE IDENTIFICATION SYMBOL WILL INDICATE THE SAME STATION NUMBER WITH "a" and "b" NOTATIONS.

SPRINKLER INSTALLATION

- \*LOCATION OF SPRINKLERS AND DEVICES: DESIGN LOCATION IS APPROXIMATE.
- \*MINOR FIELD ADJUSTMENTS MAY BE NECESSARY TO AVOID PLANTINGS AND OBSTRUCTIONS SUCH AS SIGNS AND LIGHT STANDARDS.
- \*FLUSH CROUD PIPING WITH FULL HEAD OF WATER AND INSTALL SPRINKLERS AFTER HYDROSTATIC TEST IS COMPLETE.
- \*INSTALL LAWN SPRINKLERS AT MANUFACTURE'S RECOMMENDED HEIGHTS.
- \*LOCATE ALL SPRINKLERS TO MAINTAIN A MINIMUM DISTANCE OF 3 FEET FROM EDGE OF PAVEMENT AS SHOWN ON DESIGN.
- \*CAREFULLY ADJUST LAWN SPRINKLERS SO THEY WILL BE FLUSH WITH, OR NOT MORE THAN 1/2" ABOVE, FINISH GRADE AFTER COMPLETION OF LANDSCAPE WORK.
- \*CAREFULLY ADJUST ALL SPRINKLERS IN MULCH AREAS SO THEY WILL BE PLUMB AND FLUSH WITH TOP OF MULCH GRADE.
- \*ALL SPRAYHEAD NOZZLES INDICATED ON PLAN.
- \*USE VANS (VARIABLE ARC NOZZLE) WHERE INDICATED ON PLAN.



VALVE INSTALLATION

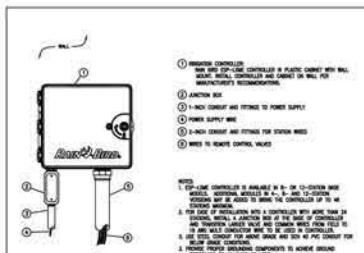
- \*PRO VALVES (MANUAL AND ELECTRIC) TO BE INSTALLED IN A NOS #211PBCR 10" ROUND PRO SERIES PURPLE VALVE BOX WITH PURPLE OVERLAPPING LID (UNLESS OTHERWISE NOTED).
- \*CONTRACTOR TO ADJUST THE FLOW CONTROL HANDLE IN ORDER TO ACHIEVE PROPER VALVE OPERATION AND OPTIMUM SPRINKLER PERFORMANCE.
- \*VALVES SHALL NOT BE PLACED WITHIN 10 FEET OF EDGE OF PAVEMENT.

NOT TO SCALE

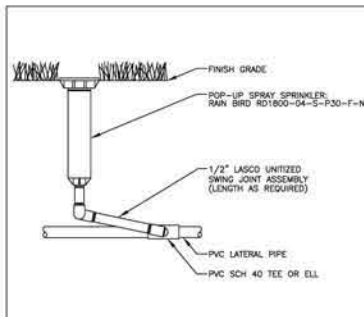
ITEM	SYMBOL	DESCRIPTION
1		RAIN BIRD ESP-16LXME SERIES MODULAR CONTROLLER
2		HUNTER MWS-FR SERIES WIND/RAIN AND FREEZE SENSOR
3		RAIN BIRD PEB-NP-HAN SERIES ELECTRIC VALVE
4		RAIN BIRD RD-04-S-P30-F-N SERIES 4" RD1800 POPUP SPRAYHEAD
5		RAIN BIRD RD-12-S-P30-F-N SERIES 12" RD1800 POPUP SPRAYHEAD
6		RAIN BIRD RD-12-S-P30-F-N SERIES 12" RD1800 POPUP SPRAYHEAD WITH R-VAN 1724 NOZZLE
7		HUNTER I-20-04-R-6.0LA SERIES 4" ROTOR W/ 6.0LA NOZZLE
8		HUNTER I-20-04-R-8.0LA SERIES 4" ROTOR W/ 8.0LA NOZZLE
9		HUNTER I-20-12-R-4.5LA SERIES 12" ROTOR W/ 4.5LA NOZZLE
10		HUNTER I-20-12-R-8.0LA SERIES 12" ROTOR W/ 8.0LA NOZZLE
11		RAIN BIRD 150-PEB-NP-HAN2 SERIES ELECTRIC MASTER VALVE
12		WILKINS MODEL 2-500HLR-P SERIES 2" PRESSUR REGULATOR (TAPPED FOR GAUGE) WITH 2" YB200 STRAINER (60 MESH SCREEN) INSTALLED IN A 12" VALVE BOX
13		1 1/2" METER
14		PR-200 SOLVENT WELD, PURPLE-COLORED, NON-POTABLE LATERAL PIPE
15		PR-200 SOLVENT WELD, PURPLE-COLORED, NON-POTABLE MAINLINE PIPE
16		NIBCO T-113 3HW BRASS 200 W.O.G. GATE VALVE

WATER SOURCE: 1 1/2" METER TO PROVIDE A MINIMUM DISCHARGE OF 70 GPM AT 76 PSI FOR SYSTEM TO OPERATE PROPERLY.

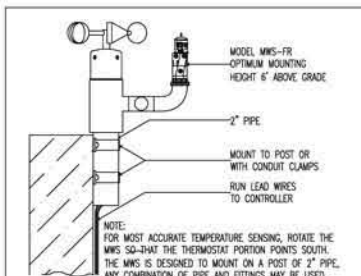
PRESSURE REGULATOR DISCHARGE PRESSURE TO BE SET AT 69 PSI.



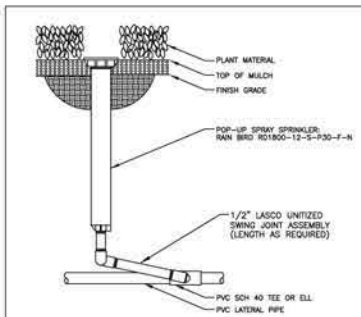
ESP-LXME SERIES CONTROLLER



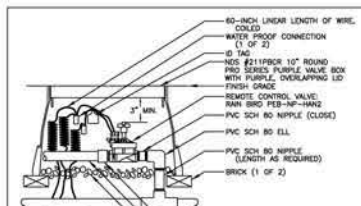
POP-UP SPRAY SPRINKLER



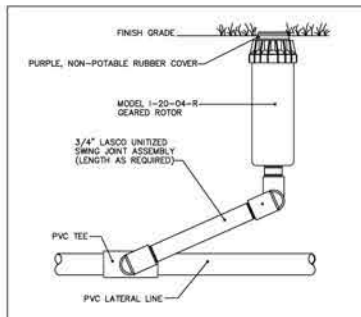
HUNTER MWS-FR SERIES WIND/RAIN AND FREEZE SENSOR



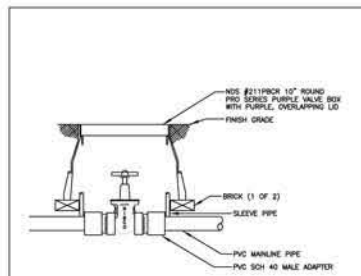
POP-UP SPRAY SPRINKLER



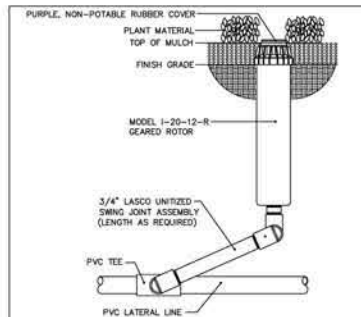
REMOTE CONTROL VALVE



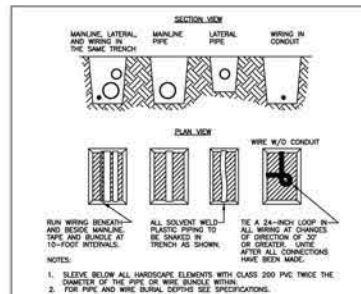
HUNTER I-20 ROTOR POPUP



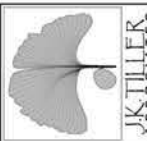
MANUAL GATE VALVE



HUNTER I-20 ROTOR POPUP



PIPE & WIRE TRENCHING





# TANGER LANDSCAPE PLAN

## HIGHWAY 278 MEDIAN

FROM TANGER 2 ENTRANCE (STA. 1193+00)  
TO TANGER 1 ENTRANCE (STA. 1131+00)

BEAUFORT COUNTY, SOUTH CAROLINA

March 11, 2013

Revised February 20, 2014

Revised March 2, 2014

Revised March 10, 2014

### GENERAL NOTES:

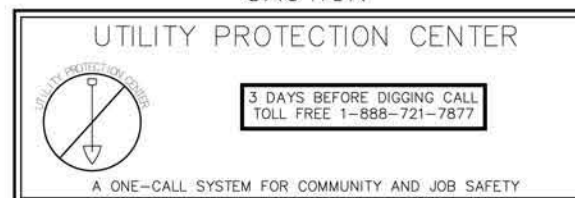
1. ALL NOTES APPLY TO ALL DRAWINGS AND ALL TRADES. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS AND TRADES TO COORDINATE THE INSTALLATION OF THEIR WORK WITH THE INSTALLATION OF WORK BY ALL OTHER CONTRACTORS AND TRADES. THE REQUIREMENTS OF THE SPECIFICATIONS, DRAWINGS, GENERAL REQUIREMENTS, AND ALL ITEMS OF THE CONTRACT DOCUMENTS ARE EQUALLY BINDING FOR ALL CONTRACTORS AND TRADES. EACH CONTRACTOR IS REQUIRED TO MAINTAIN FULL SETS OF THE CONTRACT DOCUMENTS FOR HIS EMPLOYEES USE ON THE PROJECT TO ASSURE THAT ALL WORK IS PROPERLY COORDINATED AND INSTALLED WITH WORK OF OTHER CONTRACTORS AND TRADES.
2. THE CONTRACTOR SHALL CONTACT THE UTILITY PROTECTION CENTER PRIOR TO BEGINNING WORK FOR ALL UNDERGROUND UTILITY, TELEPHONE, CABLE (TV, SURVEILLANCE, TRAFFIC CONTROL, AND THE LIKE) AND OTHER UNDERGROUND OBSTRUCTIONS IN THE AREA.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL REQUIRED PERMITS ARE IN HAND PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
4. ALL WORKMANSHIP AND INSTALLATION FOR ALL TRADES SHALL MEET OR EXCEED THE PRODUCT MANUFACTURER'S RECOMMENDATIONS AND/OR ALL NATIONAL, STATE, AND LOCAL CODES.
5. ALL KNOWN UTILITIES ARE SHOWN SCHEMATICALLY ON THE PLANS AND ARE NOT NECESSARILY ACCURATE AS TO PLAN LOCATION OR ELEVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES OR OBSTRUCTIONS.
6. ALL ITEMS REMOVED FROM THE PROJECT WHICH ARE NOT TO BE REUSED SHALL BE MOVED TO A LOCATION APPROVED BY THE BEAUFORT COUNTY ENGINEER TO ASSURE NO UNSIGHTLY DEBRIS IS STORED ALONG THE PROJECT DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A CLEAN SITE FREE OF ALL DEBRIS AND LITTER EACH DAY THROUGHOUT THE CONSTRUCTION PERIOD.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING TRAFFIC CONTROL IN ACCORDANCE WITH THE 2004 SCDOT CONSTRUCTION MANUAL - DIVISION 600, TRAFFIC CONTROL. THE CONTRACTOR SHALL CREATE A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE LOCAL SCDOT ENGINEER PRIOR TO PERFORMING CONSTRUCTION.
8. AT THE END OF THE WORKING DAY AND EACH DAY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICK UP OF ALL DEBRIS AND LITTER WITHIN AND AROUND THE CONSTRUCTION SITE.
9. ANY SOIL, STONE, OR OTHER MATERIALS SHALL BE SWEPT CLEAN FROM ALL PAVEMENT AREAS EACH DAY.
10. THE CONTRACTOR SHALL LOCATE PLANTS IN ACCORDANCE WITH THE DRAWINGS AND NOTIFY THE BEAUFORT COUNTY ENGINEER AND/OR THE LANDSCAPE ARCHITECT IF CONDITIONS DEVIATE FROM THE PLANS OR MAY REQUIRE ADJUSTMENTS.
11. THE POSTED SPEED LIMIT FOR THE BELFAIR PROJECT SITE IS 55 MPH WITH A TRAFFIC VOLUME GREATER THAN 1500 ADT.
12. THE CUT/FILL SLOPE IS 6:1 OR FLATTER, YIELDING A 22' (OR GREATER) OFFSET FROM THE ROADWAY FOR TREES OR SHRUBS THAT WILL ATTAIN A 4" OR GREATER DIAMETER AT MATURITY. IN SOME AREAS, THE FILL SLOPE IS 3:1, YIELDING A 26' (OR GREATER) OFFSET FROM THE ROADWAY FOR TREES OR SHRUBS THAT WILL ATTAIN A 4" OR GREATER DIAMETER AT MATURITY. ACCORDING TO THE SCDOT ACCESS AND ROADSIDE MANAGEMENT STANDARDS, 2008 EDITION, GRAPE MYRTLES AND SHRUBS ARE CONSIDERED TO HAVE A SMALLER THAN 4" DIAMETER AT MATURITY AND THEREFORE SHALL NOT BE SUBJECT TO THE OFFSETS AS STATED IN TABLE 9-1. MINIMUM OFFSET OF TREES AND SHRUBS AT MATURITY.
13. THE CONTRACTOR SHALL REFER TO THESE GENERAL NOTES AND OTHER ASSOCIATED NOTES.

## LANDSCAPE PLANS

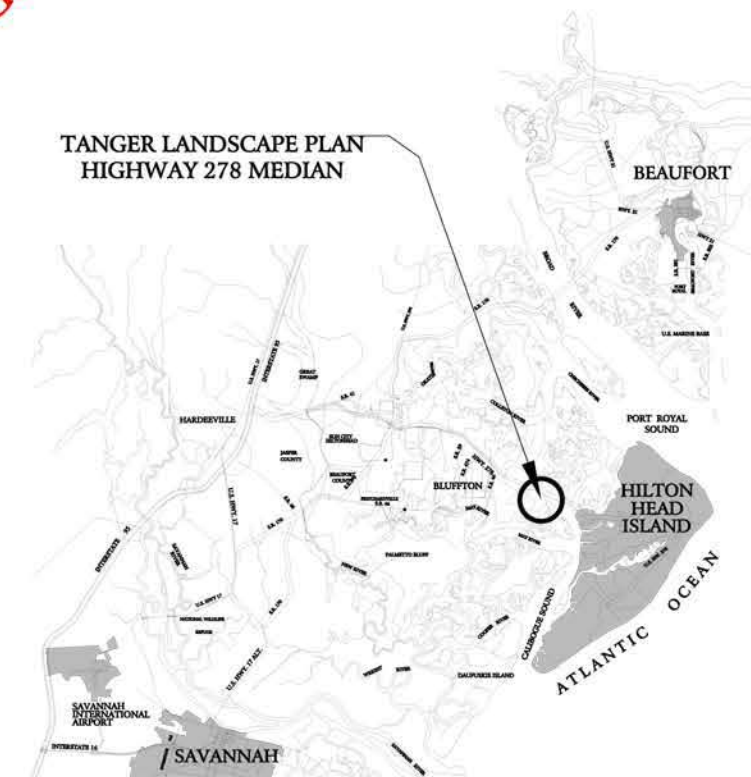
### SHEET INDEX

Sheet	Description
CS	Coversheet
L1	Key Sheet
L2	Planting Plan
L3	Planting Plan
L4	Plant Schedule, Details and Notes

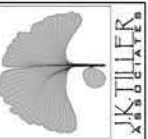
\*\*\*CAUTION\*\*\*



TANGER LANDSCAPE PLAN  
HIGHWAY 278 MEDIAN



J.K. TILLER ASSOCIATES, INC.  
LANDSCAPE ARCHITECTURE  
TEN PINEKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909  
Voice 843.815.4600  
jtiller@jtiller.com



TANGER LANDSCAPE PLAN  
HIGHWAY 278 MEDIAN  
FROM TANGER 2 ENTRANCE (STA. 1193+00)  
TO TANGER 1 ENTRANCE (STA. 1131+00)  
Beaufort County, South Carolina

Sheet Title:  
COVER SHEET

Job Number:  
201304-02

Date:  
MARCH 11, 2013

Drawn:  
JT

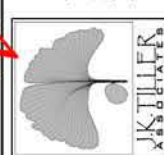
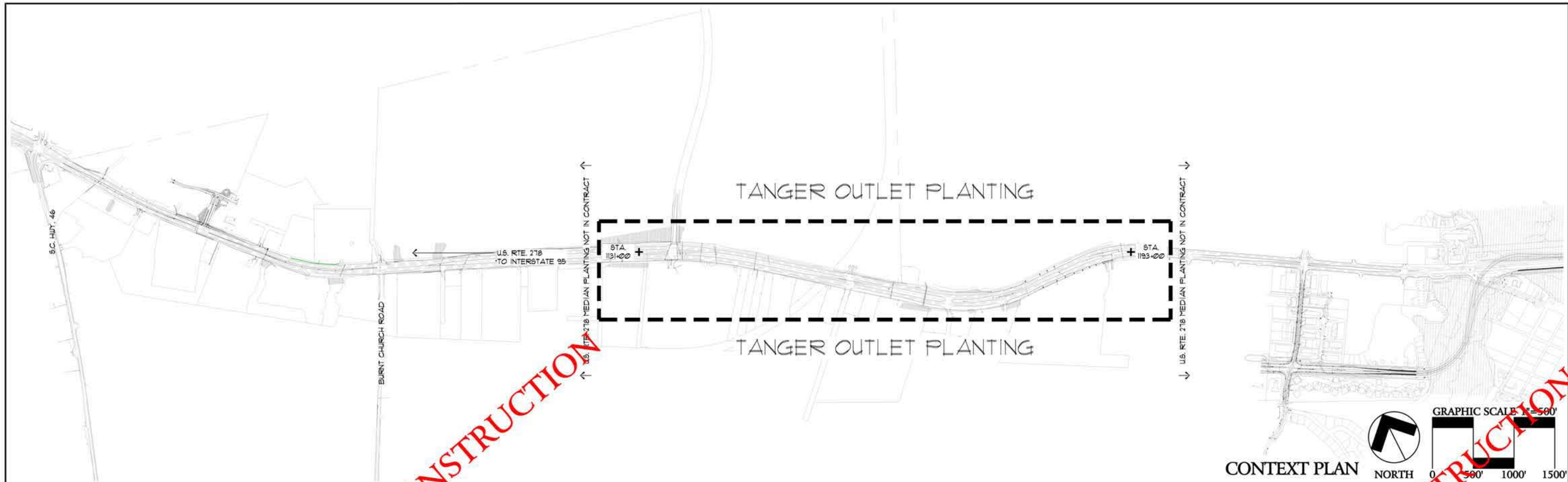
Approved:  
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Revisions:

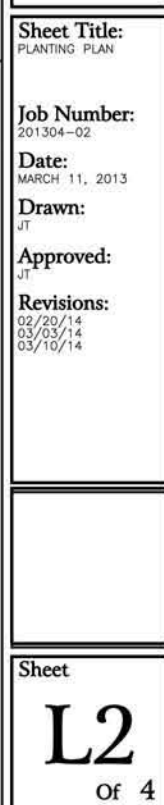
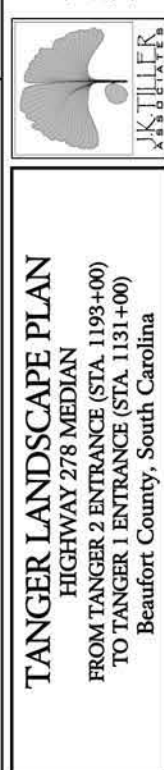
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CS  
OF

JKT JOB NUMBER: 201304-02

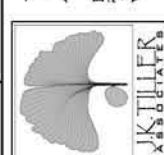
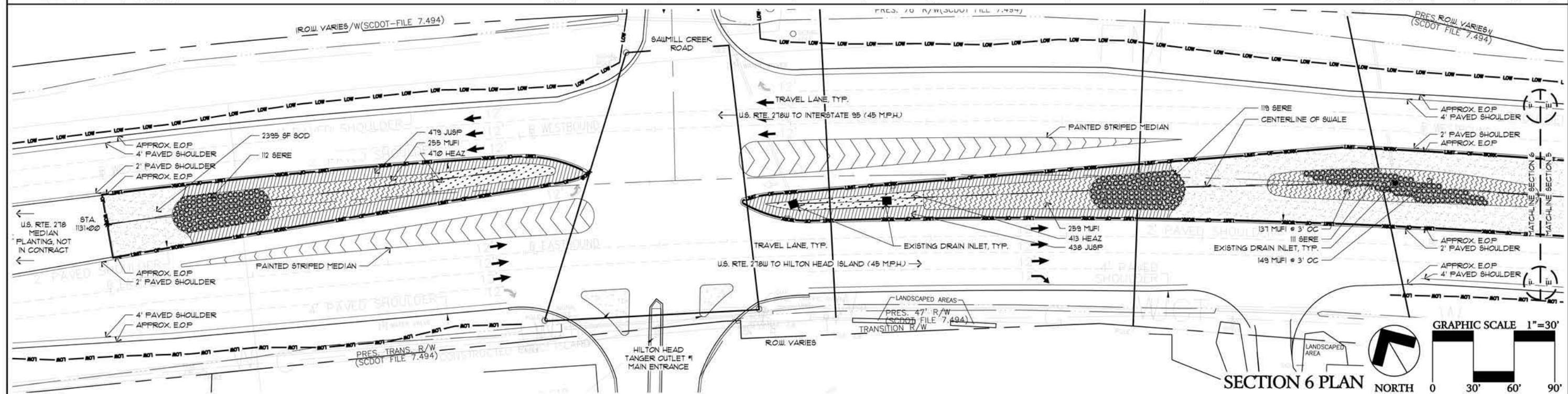
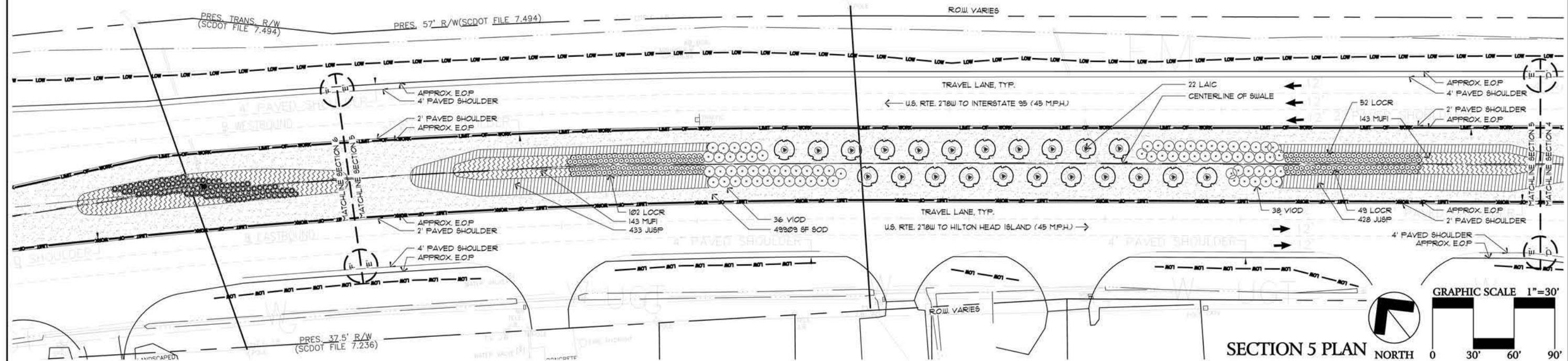
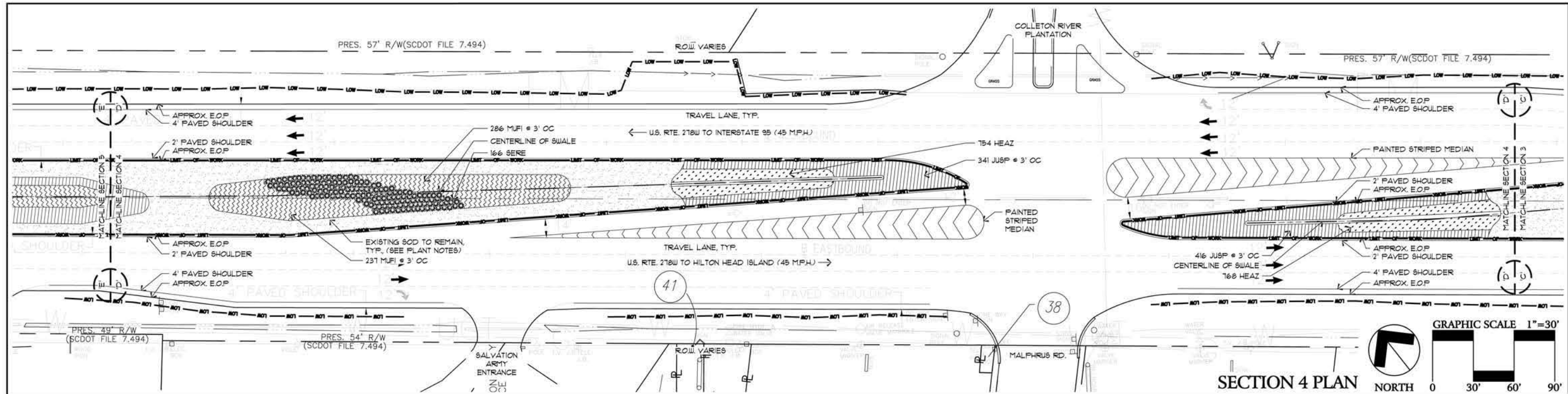












**TANGER LANDSCAPE PLAN**  
HIGHWAY 278 MEDIAN  
FROM TANGER 2 ENTRANCE (STA. 1193+00)  
TO TANGER 1 ENTRANCE (STA. 1131+00)  
Beaufort County, South Carolina

Sheet Title:  
PLANTING PLAN

Job Number:  
201304-02

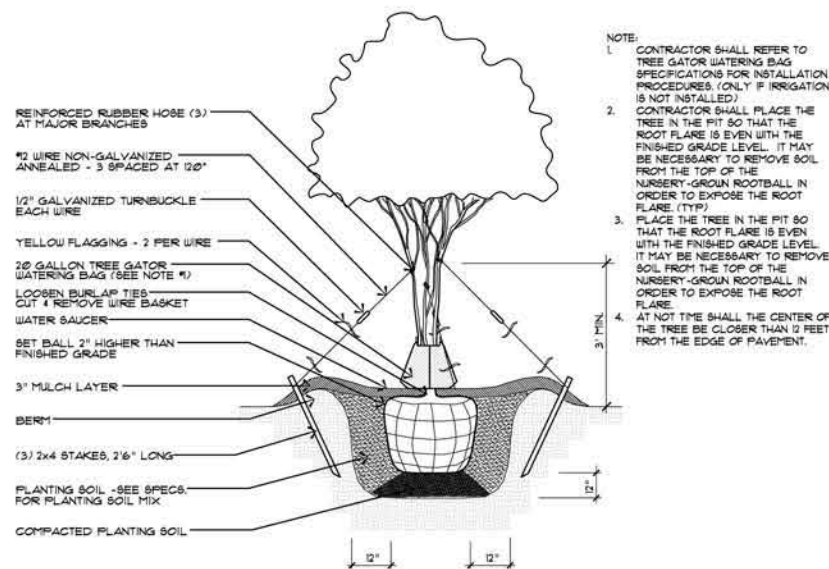
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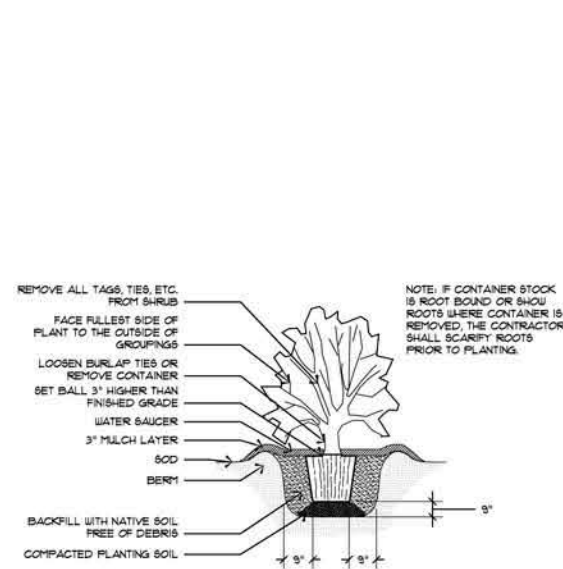
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Revisions:  
02/20/14  
03/03/14  
03/10/14

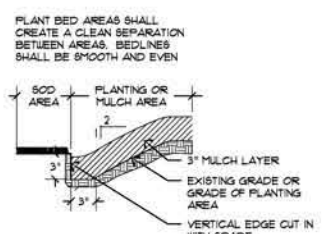




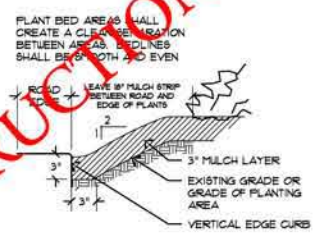
**1 Multi-Trunk Tree Planting Detail**  
L4 Not to Scale



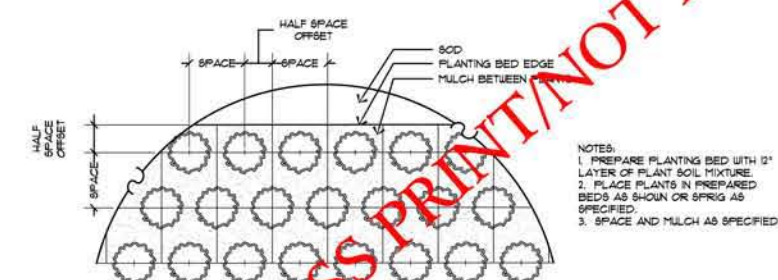
**2 Shrub Planting Detail**  
L4 Not to Scale



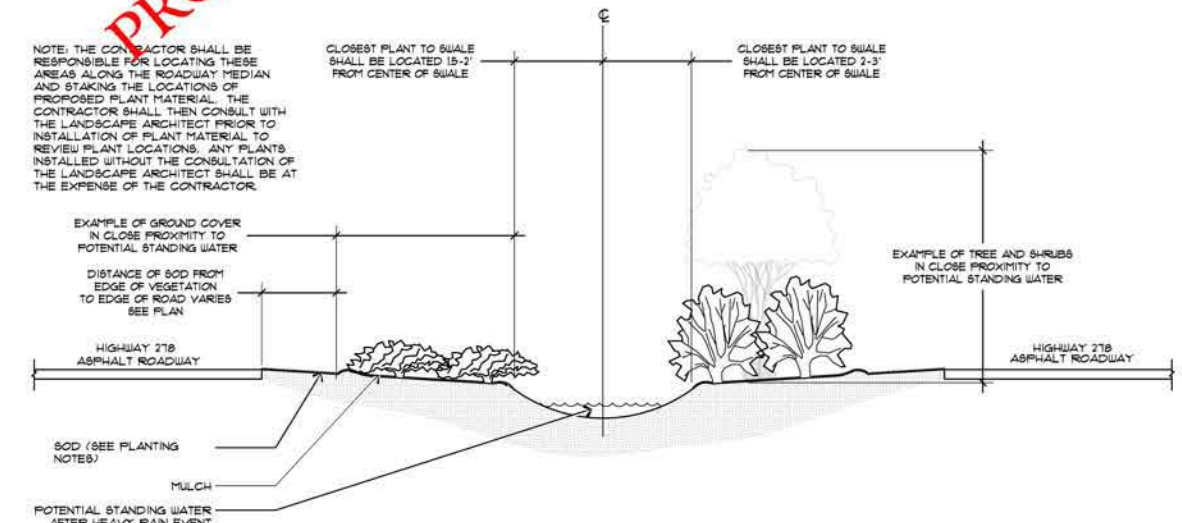
**3 Plant Bed Edge Detail Against Sod**  
L4 Not to Scale



**4 Plant Bed Edge Detail Against Road**  
L4 Not to Scale



**5 Ground Covers and Ornamental Grass Planting/Spacing**  
L4 Not to Scale



**6 Planting in Areas of Potential Standing Water**  
L4 Not to Scale

PLANT SCHEDULE TANGER								
SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	SPREAD	ROOTS	NOTES
TREES								
LAIC	6/8	Lagerstroemia indica 'Carmelita Spirit'	Carmelita Spirit Crepe Myrtle	-	10'-12'	5'-6'	Cont.	Full, Multi-stemmed, 3 cane min.
*THE PLANTS LISTED ABOVE ARE CONSIDERED TO REACH A DIAMETER EQUIVALENT TO LESS THAN A 4-INCH DIAMETER.								
SHRUBS								
LOCR	493	Loropetalum chinense 'Ruby'	Ruby Chinese Fringe Flower	-	3'-4'	3'-4'	1 Gal. Cont.	Full, 4'-5' O.C.
SERE	5/81	Serenoa repens	Saw Palmetto	-	18'-24'	12'-18'	3 Gal. Cont.	4'-6' O.C.
VIDO	225	Viburnum odoratissimum	Sweet Viburnum	-	4'-6'	3'-4'	5 Gal. Cont.	6'-10' O.C.
ORNAMENTAL GRASSES + FERNS								
MURI	3554	Muhlenbergia filipes	Gulf Muhly Grass	-	-	-	1 Gal. Cont.	Full, # 3' O.C.
GROUND COVERS, VINES + PERENNIALS								
HEAZ	2140	Hemerocallis 'Gertrude Cordor'	Daylily 'Gertrude Cordor'	-	18'-22'	-	1 Gal. Cont.	# 18' O.C. (Evergreen)
JUPP	36158	Juniperus squarata expansa 'Parsonii'	Parson's Juniper	-	-	12'-18'	1 Gal. Cont.	Full, # 3' O.C.
SOD, MULCH + IRRIGATION								
SOD	134741 SF	Bernuda 'Celebration'						
MULCH	105534 SF	3" DEEP LONGLEAF PINE STRAW MULCH						
IRR	240275 SF	100% COVERAGE OF ALL PLANT BED AND SOD AREAS						

# PLANTING NOTES:

- MATERIALS LIST WAS PREPARED FOR ESTIMATING PURPOSES, CONTRACTOR SHALL MAKE OWN QUANTITY TAKE-OFF USING DRAWINGS AND SPECIFICATIONS TO DETERMINE QUANTITIES TO HIS SATISFACTION, REPORTING PROMPTLY ANY DISCREPANCIES WHICH MAY EFFECT BIDDING PRIOR TO BID. SEE SPECIFICATIONS FOR DATES.
- ROOT TYPES MAY BE FREELY SUBSTITUTED IN CASE OF BALLED AND BURLAPPED OR CONTAINER GROWN. ALL OTHER SPECIFICATIONS TO REMAIN UNCHANGED.
- CONTRACTOR TO VERIFY THAT ALL PLANT MATERIAL IS AVAILABLE AS SPECIFIED WHEN PROPOSAL IS SUBMITTED.
- SEE TREE, SHRUB, AND GROUND COVER PLANTING DETAILS AND SPECIAL PROVISIONS FOR PLANTING SPECIFICATIONS.
- CONTRACTOR SHALL STAKE OUT ALL SHRUB BED LINES, TREE LOCATIONS AND SHRUB GROUPINGS FOR APPROVAL BY LANDSCAPE ARCHITECT BEFORE BEGINNING PLANTING OPERATIONS. IF PLANTING OCCURS WITHOUT APPROVAL, RELOCATION OF PLANTINGS REQUESTED BY THE LANDSCAPE ARCHITECT SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
- ALL SHRUB AND GROUND COVER BEDS TO RECEIVE 3\"/>

# SUBSURFACE DRAINAGE INVESTIGATION:

- REQUIRED TESTS: SUBSURFACE DRAINS HAVE NOT BEEN INCLUDED AS PART OF THE PROJECT. THEREFORE, THE CONTRACTOR SHALL CONDUCT REASONABLE PERCOLATION TESTS, APPROVED BY LANDSCAPE ARCHITECT, AS MAY BE NECESSARY TO DETERMINE IF SUBSURFACE DRAINAGE CONDITIONS IN LANDSCAPE AREAS ARE SO POOR AS TO SUPPORT MOISTURE CONDITIONS POTENTIALLY FATAL TO PLANTINGS. THE FOLLOWING PROCEDURE IS RECOMMENDED:
  - WAIT AT LEAST 24 HOURS AFTER RAIN AND DIG TEST PIT (2 INCHES SQUARE OR 12 INCHES IN DIAMETER TO DEPTH OF BOTTOM OF PLANT BED, TRENCH OR PIT. REMOVE ALL LOOSE SOIL. IF STANDING WATER IS VISIBLE, NOTIFY LANDSCAPE ARCHITECT.)
  - QUICKLY FILL PIT BOTTOM WITH 6 INCHES (APPROXIMATELY 3 1/2 GALLONS OF WATER).
  - RECORD LENGTH OF TIME FOR FILLING UNTIL DISAPPEARANCE OF WATER AND DIVIDE THE NUMBER OF MINUTES BY 6 TO GIVE AVERAGE TIME OF ONE INCH FALL.
  - COMPARE ONE INCH FALL TIME WITH THE FOLLOWING TABLE:
    - 1 INCH IN 0-3 MINUTES INDICATES RAPID ABSORPTION.
    - 1 INCH IN 3-5 MINUTES INDICATES MEDIUM ABSORPTION.
    - 1 INCH IN 5-30 MINUTES INDICATES SLOW ABSORPTION.
    - 1 INCH IN 30-60 MINUTES INDICATES SEMI-IMPERVIOUS SOIL.
    - 1 INCH IN 60 MINUTES INDICATES IMPERVIOUS SOIL.
  - IF SOIL IS INDICATED TO BE SEMI-IMPERVIOUS OR IMPERVIOUS, OR IF WATER IS INITIALLY FOUND IN TEST PIT, NOTIFY LANDSCAPE ARCHITECT BEFORE PROCEEDING FURTHER.
  - IF CONTRACTOR DOES NOT MAKE TEST AT REPRESENTATIVE LOCATIONS AND FILE RECORDS OF RESULTS WITH OWNER AND LANDSCAPE ARCHITECT, OR IF HE PLANTS IN AREAS SHOWN TO HAVE POOR DRAINAGE WITHOUT WRITTEN RELEASE FROM OWNER, HE SHALL BE LIABLE FOR ANY FUTURE GUARANTEED REPLACEMENTS DUE TO SUBSURFACE WATER DAMAGE.
  - IF CONTRACTOR MAKES PROPER TESTS AND FILES COMPLETE RECORDS INDICATING NO SEMI-IMPERVIOUS OR WORSE CONDITIONS, HE WILL NOT BE HELD RESPONSIBLE FOR FUTURE SUBSURFACE WATER DAMAGE TO WORK OF CONTRACT WITHIN WARRANTY PERIOD. OWNER OR LANDSCAPE ARCHITECT MAY SUPERVISE TESTING AT ANY TIME.
- RELOCATION OR OMISSION OF PLANTS:
  - WHERE SUBSURFACE CONDITIONS PROVIDE INADEQUATE DRAINAGE AND SUBSURFACE DRAINAGE SYSTEM IS NOT TO BE USED AS REMEDY, MAKE REASONABLE RELOCATION OF PLANTS AS DIRECTED BY LANDSCAPE ARCHITECT.
- AUTHORIZATION OF DRAIN AS EXTRA WORK: OWNER MAY AUTHORIZE INSTALLATION OF SUBSURFACE DRAINS TO ALLEVIATE MOISTURE PROBLEMS AT LOCATIONS DETERMINED BY LANDSCAPE ARCHITECT. PERSON WORK AT NEGOTIATED EXTRA COST. BEGIN WORK ONLY UPON RECEIPT OF CHANGE ORDER LOCATIONS, APPROPRIATE MATERIALS AND CONSTRUCTION TECHNIQUES SHALL BE AS DIRECTED BY LANDSCAPE ARCHITECT.



# THE BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD



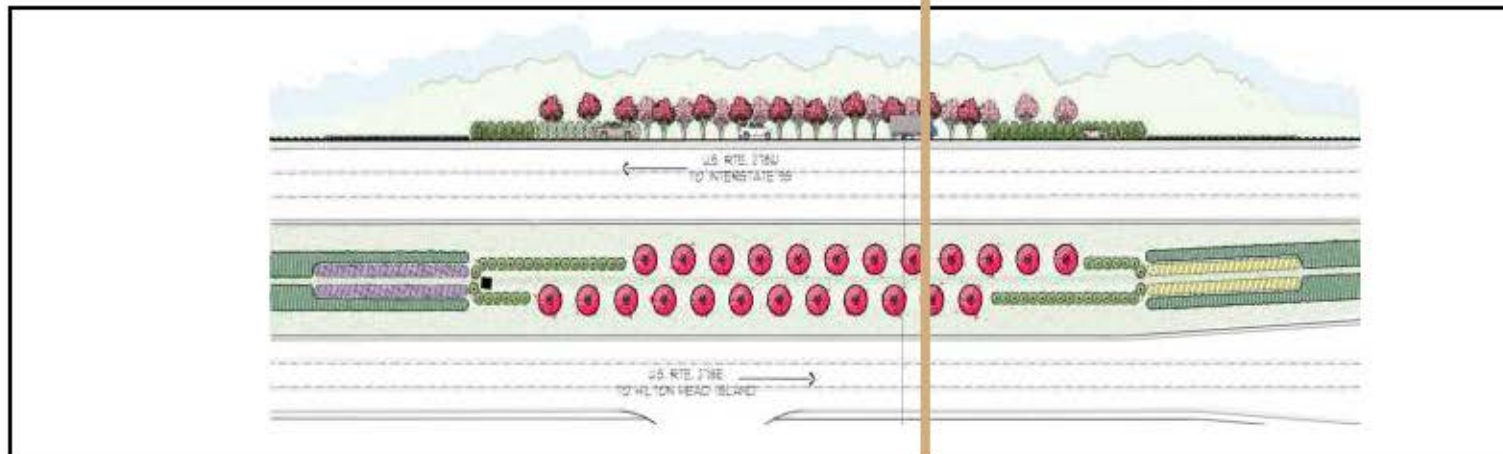
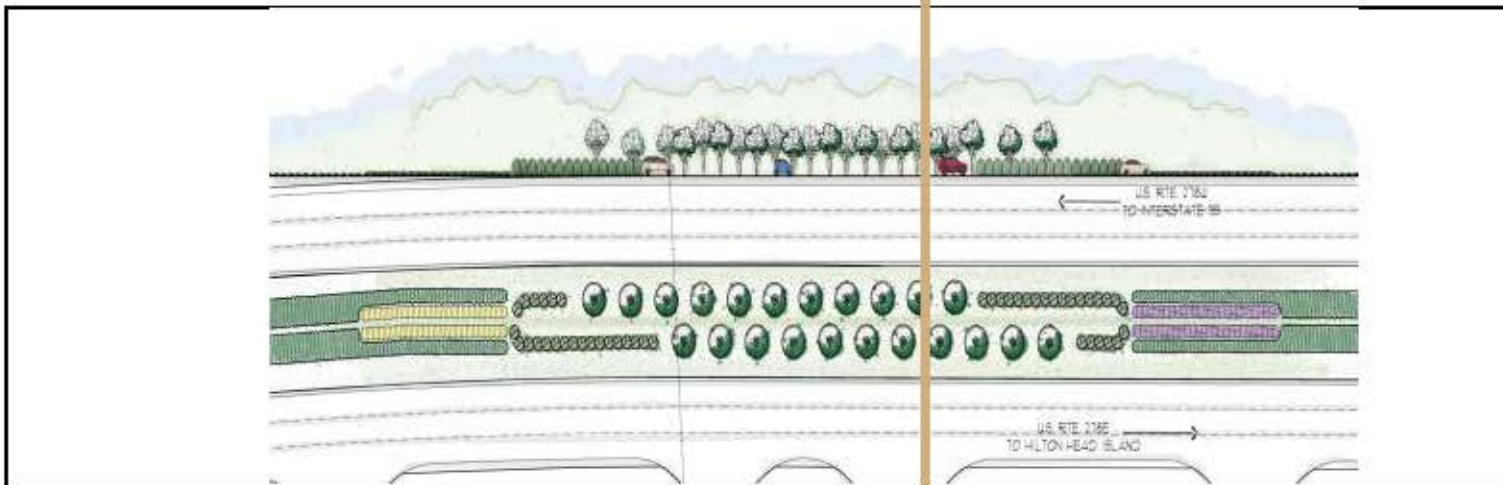
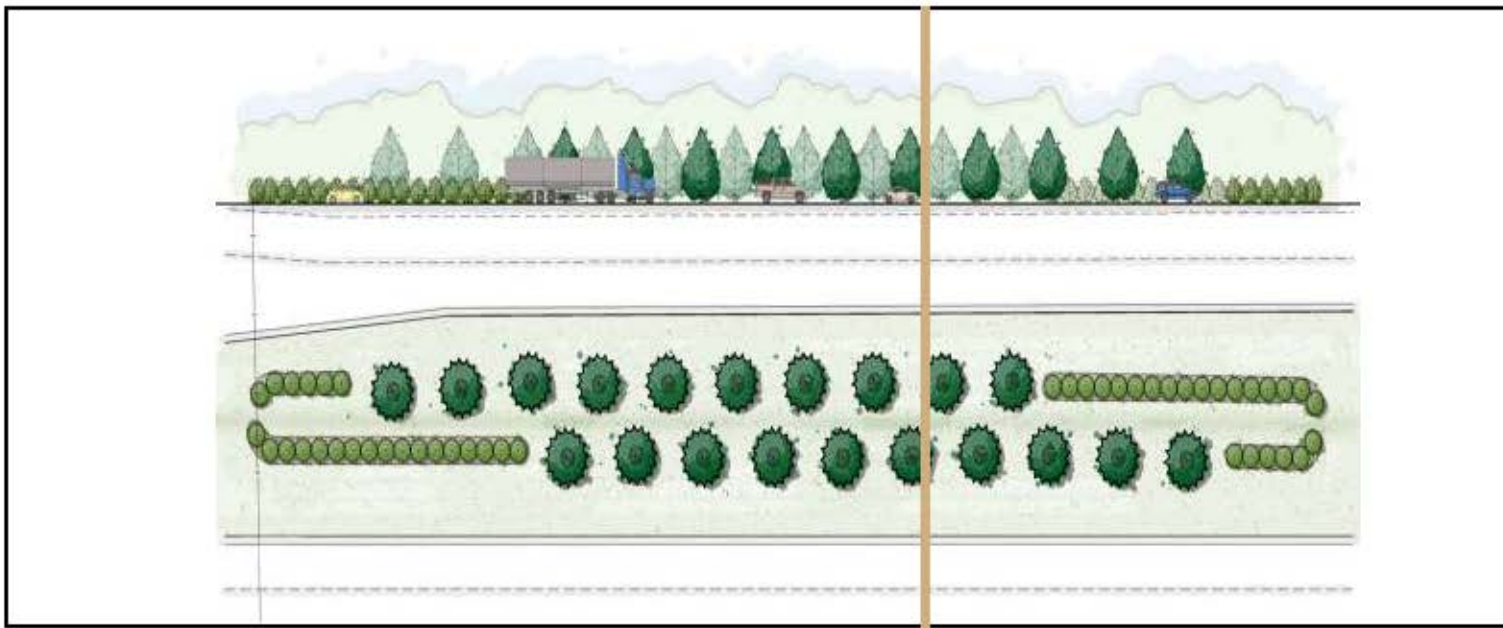


# THE COUNTY PLAN

- Adoption of Ordinance in 2013
- Creation of an advisory Board
- Appointment of one citizen from each County Council District and each municipality South of the Broad River
- Selection of Tiller & Associates-Landscape Architects as professional consultant to the Board

# THE FIRST BOARD REPORT

- The Board has met monthly since October
- 8 of the 9 seats are filled
- The Tiller Master Plan adopted by Corridor Beautification Board
- Tiller & Assoc identifies project segments on 278 from McGarvey's corner to the bridges of Hilton Head Island
- With the advice of Tiller, the Board has identified our initial projects: Belfair & Tanger



IMAGES: COURTESY OF  
JK TILLER & ASSOC



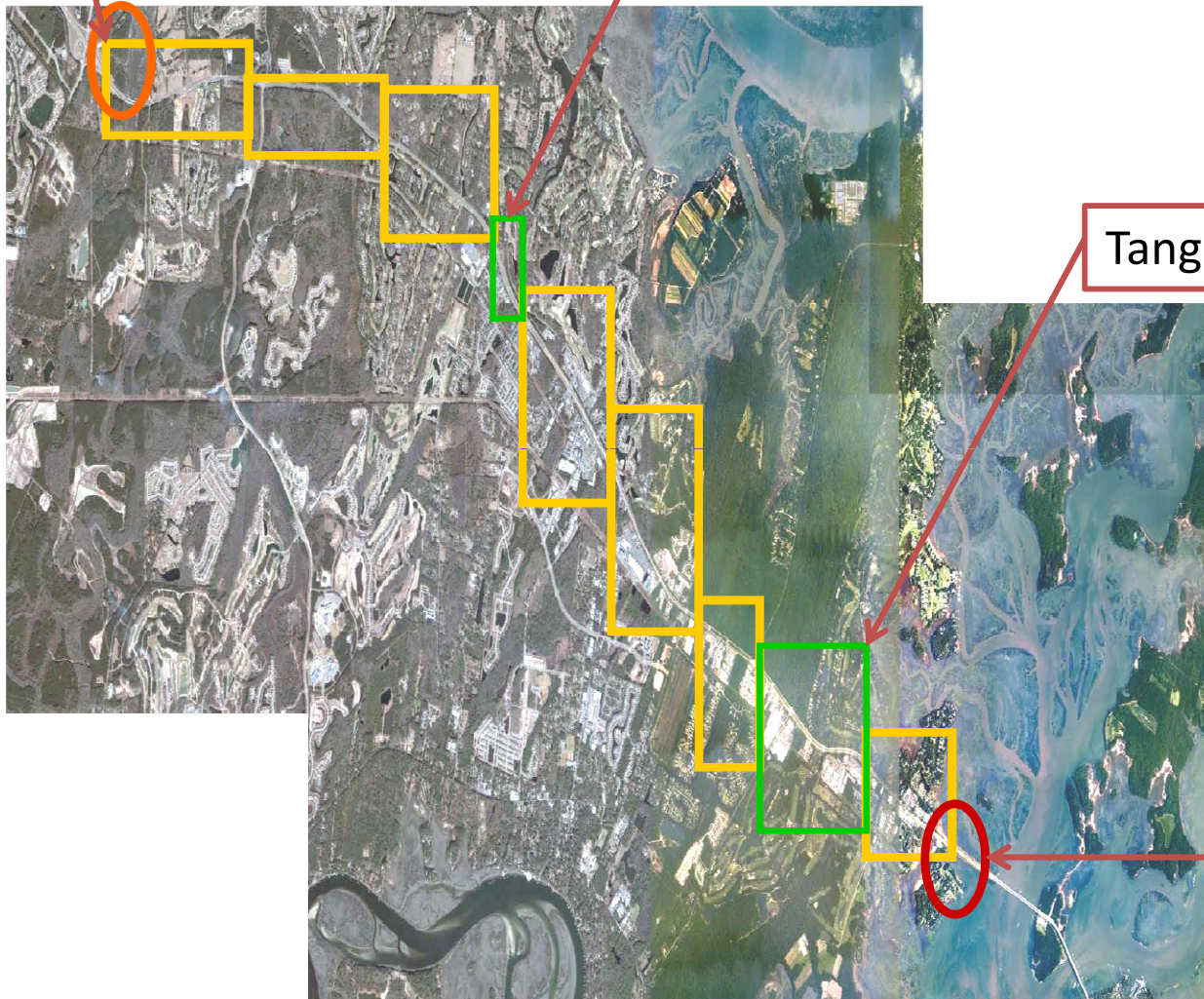
## PHASING PLAN

Highway 170  
intersection

Belfair

Tanger

Hilton Head  
Bridges

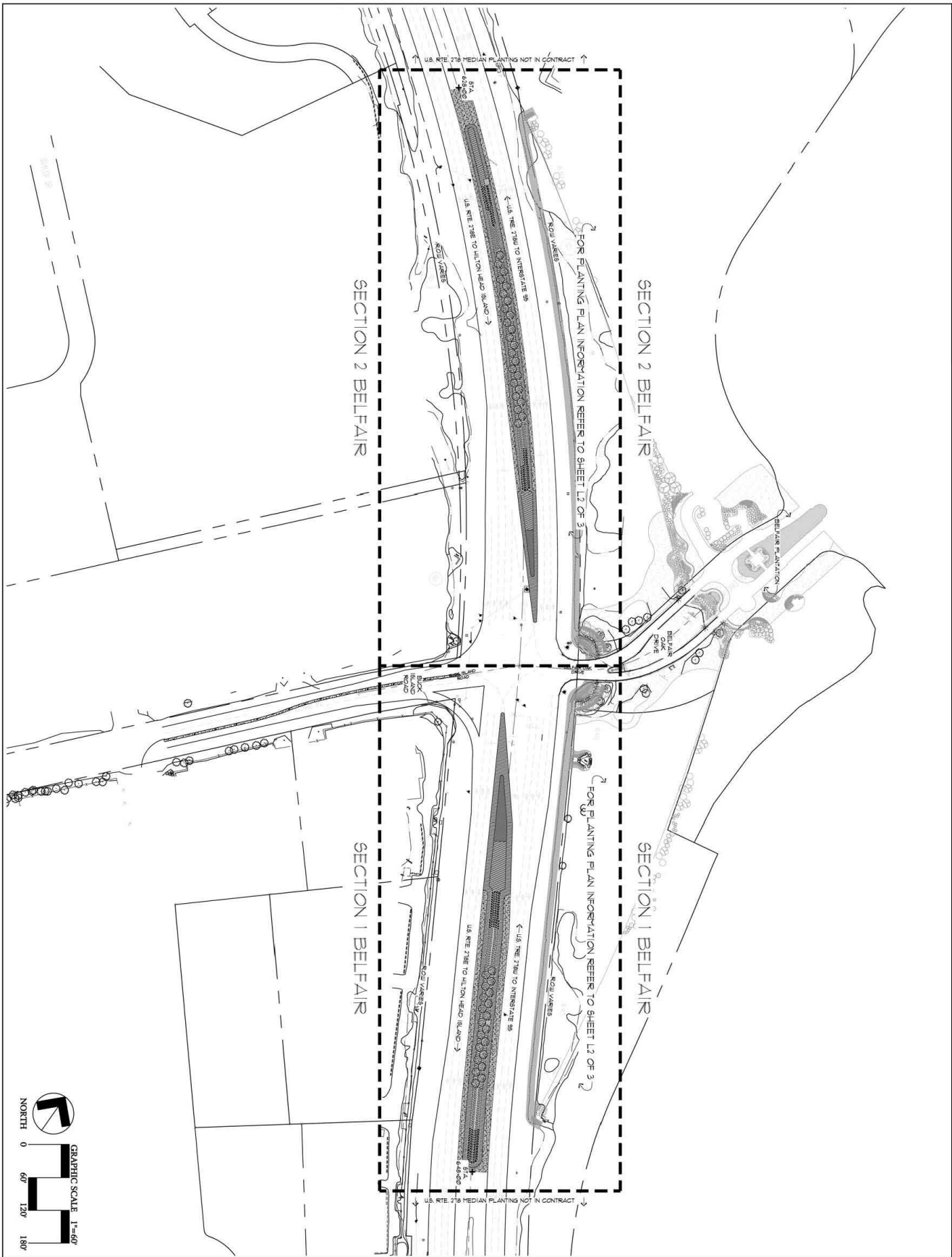


IMAGES: COURTESY OF JK TILLER & ASSOC

# IRRIGATION

- The Board has thoroughly studied the options for irrigation of the landscaping, and found that is is not practical or economically feasible
- JUSTIFICATION: This conclusion can be supported based on the Following factors:
  - The regulatory burden is too great and may not succeed if attempted.
  - The plant materials chosen are native plants that are drought and heat tolerant, but plantings will need to be revised to include more drought tolerant species.
  - Assuming the plants are watered regularly during the first year with the use of TreeGator bags and a water truck, and planted correctly, with water retentive soil amendments, they should survive, unless there is a severe drought.
  - None of the other landscaped median areas (278 on HHI, Cross Island Expressway, bridge at 278 & 170, or the Broad River bridge are irrigated, but are surviving very well.

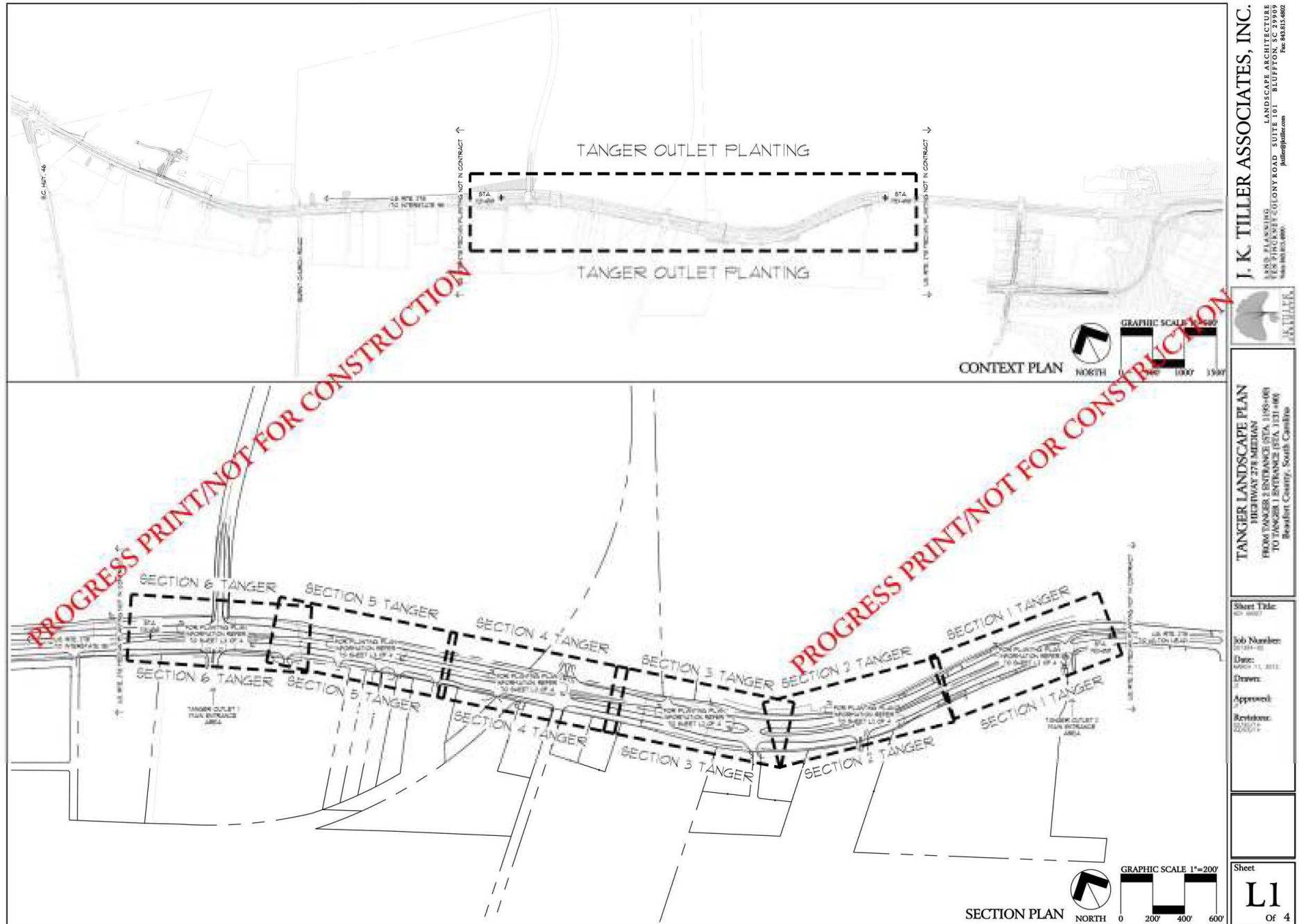
# THE BELFAIR SEGMENT



<b>L1</b> Of 6	Sheet L1	Job Number: 201304-01	Date: March 11, 2013	Drawn: JKT	Approved: JKT	Revisions:	<b>BELFAIR LANDSCAPE PLAN</b> HIGHWAY 278 ROW EAST/WEST ENTRANCE FROM WESTBURY PARK (STA. 648+00) TO BAYLOR DRIVE (STA. 628+00) Beaufort County, South Carolina		<b>J. K. TILLER ASSOCIATES, INC.</b>	
									LAND PLANNING TEN FINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909 Voice 843.815.4800 jktiller@jktiller.com	LANDSCAPE ARCHITECTURE TEN FINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909 Fax 843.815.4802



# THE TANGER SEGMENT



# NEXT STEPS

- Belfair Segment has been identified as the “Demonstration Project”
  - Funds on deposit in Tree Fund
  - The only additional funding required is the construction supervision fee
- Finalize negotiations with Belfair
- Complete Belfair Segment in 2014
- Second Segment will be from Tanger-1 to Tanger-2
  - Development Agreement obligation
- Complete Tanger Segment in 2015



# THE ROSE HILL SEGMENT



J. K. TILLER ASSOCIATES, INC.

Rose Hill Plantation



Aerial Photo from Google Earth

Sheet



# THE ROSE HILL DESIGN-1







# THE COST OF ROSE HILL

- The Board expects to install the Rose Hill segment in the 2<sup>nd</sup> half of fiscal year 2015
- We are approaching Rose Hill to partner in the expense of the project
- The project costs are summarized at follows:
- Site prep & earth work: \$45,180
- Plant material & mulch: \$24,946
- Construction supervision: \$ 1,000

Total: \$ 45,309 (plus 20% contingency)

# PLAN FOR FUTURE FUNDING

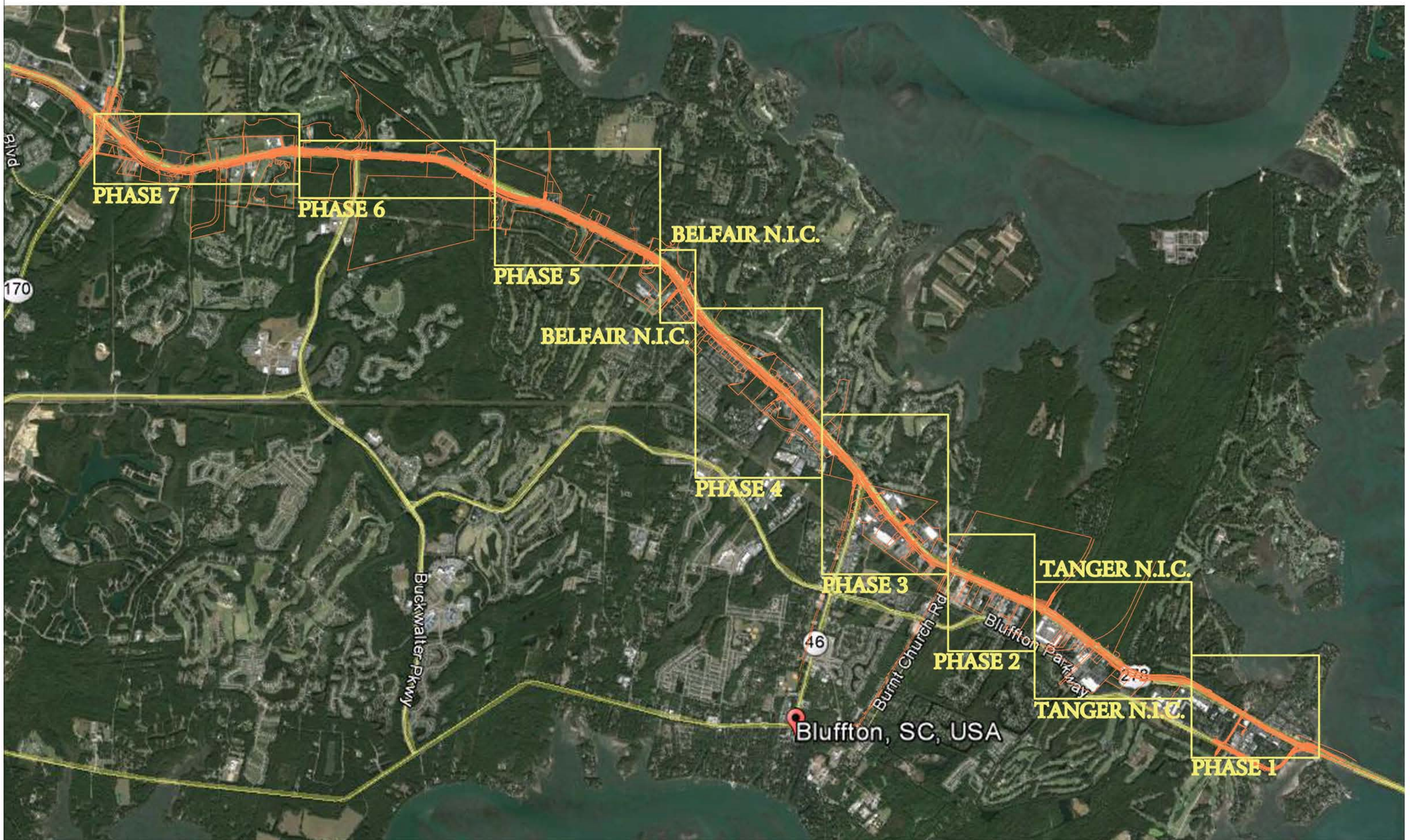
- Seek CIP sales tax funding
- Organize 501(c)3
- Seek partnership with local businesses and developments
- Include funding in future development agreements
- Apply for grants:
  - Tree Re-forestation Fund
  - Local Accommodations Tax (Bed Tax)
  - State Accommodations Tax
  - LOCOG
  - Community Development Block Grant
  - Chamber of Commerce
  - Other grant sources





IMAGES: COURTESY OF JK TILLER & ASSOC





PREPARED FOR:  
BEAUFORT COUNTY

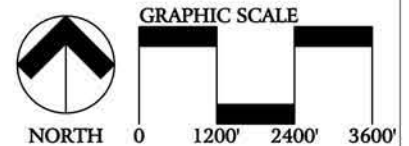
# HIGHWAY 278 MEDIAN BEAUTIFICATION PHASING PLAN

SOUTHERN BEAUFORT COUNTY, SOUTH CAROLINA

FEBRUARY 4, 2014



PREPARED BY:  
**J. K. TILLER ASSOCIATES, INC.**  
LAND PLANNING LANDSCAPE ARCHITECTURE  
TEN FINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909  
Voice 843.815.4800 JKTiller@jktiller.com Fax 843.815.4802



THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS. J. K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION, OR FOR ANY DECISIONS (REQUIRING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION. PICTURES TAKEN FROM VARIOUS WEBSITES. JKT Job Number: 201304-01



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

**AN ORDINANCE TO AMEND CHAPTER 18 OF ARTICLE III (BUSINESS AND PROFESSIONAL LICENSE) OF THE BEAUFORT COUNTY CODE OF ORDINANCES, AND PROVIDING FOR THE SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, On November 22, 1999, Beaufort County Council adopted Article III, Chapter 18 entitled “Business License Ordinance;” and

**WHEREAS**, Beaufort County Council subsequently amended said Ordinance via Ordinance 2012/13 which was intended to cure various deficiencies; and

**WHEREAS**, Beaufort County Council again subsequently amended said Ordinance via Ordinance 2013/38 which was intended to exempt agricultural based business from having to obtain a business license; and

**WHEREAS**, Beaufort County Council desires to further amend said Ordinance to clarify certain provisions and to remove provisions relating to the regulation of lawful employment that have been preempted by Federal and South Carolina employment regulations and are therefore likely void and unenforceable.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA; AND IT IS HEREBY ORDERED ORDAINED BY AND UNDER THE AUTHORITY OF THE SAID COUNTY COUNCIL, AS FOLLOWS:**

**NOTE:** Underlined and bold-face typed portions indicate additions to the County Code. ~~Stricken~~ portions indicate deletions to the County Code.

**ARTICLE III. BUSINESS AND PROFESSIONAL LICENSES**

[Sec. 18-46. Purpose.](#)

[Sec. 18-47. Definitions.](#)

[Sec. 18-48. Administration.](#)

[Sec. 18-49. Violations.](#)

[Sec. 18-50. License required.](#)

[Sec. 18-51. License tax.](#)

[Sec. 18-52. Effective date.](#)

[Sec. 18-53. Registration required.](#)

[Sec. 18-54. Deductions and exemptions.](#)

[Sec. 18-55. False application unlawful.](#)



[Sec. 18-56. Display and transfer.](#)  
[Sec. 18-57. Inspections and audits.](#)  
[Sec. 18-58. Assessments.](#)  
[Sec. 18-59. Delinquent license fees taxes.](#)  
[Sec. 18-60. Notices.](#)  
[Sec. 18-61. Denial of license.](#)  
[Sec. 18-62. Suspension or revocation of license.](#)  
[Sec. 18-63. Appeals to county council.](#)  
[Sec. 18-64. Confidentiality.](#)  
[Sec. 18-65. Classification rates and schedules.](#)  
[Sec. 18-66. Class 8 rates.](#)  
[Sec. 18-67. Rate classification index.](#)  
[Sec. 18-68. Rate schedule.](#)  
[Sec. 18-69. Lawful employment.](#)  
[Sec. 18-70. Applicability and effective date.](#)  
[Sec. 18-71. Severability.](#)

#### **Sec. 18-46. Purpose.**

The business license levied by this article is for the purpose of providing such regulation as may be required by the business subject thereto and for the purpose of raising revenue to provide ad valorem tax relief. Each license shall be issued for one calendar year beginning on January 1 and shall expire on December 31; this time period shall be considered a license year. The provisions of this article and the rates herein shall remain in effect from year to year as amended by Beaufort County Council.

#### **Sec. 18-47. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Business* means a calling, occupation, profession or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly. In addition to the above-described activities constituting doing business in the county, an individual shall be deemed to be in business if that individual owns and rents two or more residential rental units (or partial interest therein) within the county, excluding the municipalities therein. This applies to both short-term and long-term rentals.

*Charitable purpose* means benevolent, philanthropic, patriotic, or eleemosynary purpose which does not result in personal gain to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization. Charitable organization shall be deemed a business subject to a license fee tax unless the entire net proceeds of its operation, after necessary expenses, are devoted to charitable purposes. Compensation in any form to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization shall not be deemed a necessary operating expense.

*Classification* means that division of businesses by major groups subject to the same license rate, as determined by a calculated index of ability to pay based on national averages, benefits, equalization of **fee tax** burden, relationship of services, or other basis deemed appropriate by county council.

*County* means the County of Beaufort, South Carolina.

*Gross receipts* means the total revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected by the businesses, excepting income from business done wholly outside of the unincorporated area of the county and fully reported to a municipality or other county. The term "gross receipts" means the value proceeding or accruing from the sale of tangible business personal property, including merchandise and commodities of any kind and character and all receipts, by the reason of any business engaged in, including interest, dividends, discounts, rentals of real estate or royalties, without deduction on the account of the cost of the property sold, the cost of the materials used, labor or service cost, interest paid, or any other expenses whatsoever and without any deductions on account of losses. Gross income for business license purposes, may be verified by inspection of returns filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Insurance Commission, or other government agency. In case of brokers or agents, gross income means commissions received or retained, unless otherwise specified. Gross income for insurance companies means gross premiums collected. Gross income for business license **fee tax** purposes shall include the value of bartered goods and/or trade-in merchandise.

*License official* means the county employee, or other individuals, designated by the county administrator to perform the duties set forth in this article.

*Person* means any individual, firm, partnership, LLP, LLC, cooperative nonprofit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

*Wholesaler* means a business where the product the business sells is to be resold (retailed); where the supplier is truly a wholesaler, a business license is not required, however, if a warehouse or place of business is maintained in the county, or if a product is sold to an end user, its ultimate customer, a business license is required. Therefore, paper goods distributors who sell supplies to hotels and building supply distributors who sell to contractors or owners for buildings under construction are required to obtain a business license. Such distributors' customers are the end users of the products.

**Cross reference**— Definitions generally, § 1-2.

#### **Sec. 18-48. Administration.**

The license official shall administer the provisions of this article, collect license **fees taxes**, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or revocation procedures, report violators to code enforcement, produce forms, make reasonable regulations relating to the administration of this article, and perform such other duties as may be assigned by the county administrator.

#### **Sec. 18-49. Violations.**

Any persons violating any provision of this article shall be deemed guilty of an offense and subject to a fine of up to \$500.00 or imprisonment for not more than 30 days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent **fees taxes**, penalties and costs provided for in this article.

### **Sec. 18-50. License required.**

Every person engaged or intending to engage in any calling, business, occupation or profession whether listed in the rate classification index or not, shall register the business and make application for a business license and will be required to pay an annual license **fee tax** and obtain a business license as provided in this article. A new business shall be required to have a business license prior to operation within the county.

### **Sec. 18-51. License **fee tax**.**

- (a) The required license **fee tax** shall be paid for each business subject to this article according to the applicable rate classification on or before May 31 in each year, except for those businesses in Rate Class 8 for which a different due date is specified.
- (b) A separate license shall be required for each place of business and for each classification of business conducted at one place. If gross income cannot be separated for classifications at one location, the license **fee tax** shall be computed on the combined gross income for the classification requiring the highest rate.
- (c) A license **fee tax** based on gross income shall be computed on the gross income for the preceding calendar or fiscal year, and on a 12-month projected income based on the monthly average for a business in operation for less than one year. The **fee tax** for a new business shall be computed on the estimated probable gross income stated in the license application for the balance of the calendar year. No refund shall be made for a business that is discontinued, annexed into a municipality or has rendered an overpayment of a prior year license **fee tax**.

### **Sec. 18-52. Effective date.**

The business license **fee tax** shall be implemented on an annual basis for calendar year 2000 and all subsequent years. The required due date for the payment of all **fees taxes** and the display of license for calendar year 2000 shall be May 31, 2000. In all subsequent years the due date shall be as specified in [section 18-53](#).

### **Sec. 18-53. Registration required.**

- (a) The owner, agent or legal representative of every business subject to this article, whether listed in the classification index or not, shall register the business and make application for a business license on or before May 31 of each year, except that a new business shall be required to have a business license prior to operation within the county. A license for a bar must be issued in the name of the individual who has been issued a state ABC license and will have actual control and management of the business.
- (b) Application shall be on a form provided by the license official which shall contain the social security number and/or the federal identification number, the South Carolina Retail License Number (if applicable), the business name as reported on the state income tax return, and all other information about the applicant and the business deemed necessary to carry out the purposes of this article by the license official. **Applicants may be required to submit copies of state and federal income tax returns reflecting gross income figures.**
- (c) The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported, or estimated for a new business, without any unauthorized deductions, and that all assessments and personal property taxes on business property due and payable to the county have been paid.
- (d) Insurance agents and brokers shall report the name of each insurance company for which a policy was issued and the total premiums collected for each company for each type of insurance coverage

on a form approved by the license official. An insurance agent not employed by an insurance company, or employed by more than one company, shall be licensed as a broker.

- (e) Every business, which either acts as an agent, broker or representative for any other person or has contractual arrangements with persons who are acting as independent contractors for it shall supply the following information: name, address, telephone number and estimated payments or premiums due to that person. Such information shall be supplied upon the request of the license official and shall be a condition precedent to obtaining the license required under this article.
- (f) Elimination of commercial waste. On the business license application form, each business shall fully disclose its method of solid waste handling and shall present proof of such solid waste disposal before a license is granted.
- (g) No business license shall be issued until the applicant first submits documents necessary to establish compliance with Beaufort County Zoning Ordinance, Building Code, and other regulatory codes as adopted by Beaufort County Council.
- (h) Any person desiring to peddle goods anywhere in unincorporated Beaufort County must first meet all regulations pursuant to the provisions of S.C. Code 1976, § 40-41-10 and are also subject to being in compliance with the zoning and building codes.
- (i) Miscellaneous sales (antique malls, flea markets or leased space sales). Any person leasing space for the sale of merchandise from an established business shall be required to have a business license, whether or not the sales are made through a central cash register. Furthermore, it shall be the responsibility of the leasor of the spaces to advise the business license office of persons leasing space.

#### **Sec. 18-54. Deductions and exemptions.**

- (a) No deductions from gross income shall be made, except income from business done wholly outside of the county jurisdiction on which a license ~~fee~~ tax is paid to another county or a municipality, or income which cannot be taxed pursuant to state law. The applicant shall have the burden to establish the right to a deduction by satisfactory records and proof. No person shall be exempt from the requirements of this article by reason of the lack of an established place of business within the county, unless exempted by state or federal law. The license official shall determine the appropriate classification and licensing for each business. No person shall be exempt from this article by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of the liability for the payment of any other tax by reason of the application of this article.
- (b) The provisions of this article shall not extended to those businesses which are contained within NAICS Major Business Group 01: agriculture production; crops, or Group 02: agriculture production; livestock and animal specialties, or Group 08: forestry, or Group 09: fishing, nor shall it apply to the manufacture or sale of sea island grass products, but shall extend and apply to vendors of every other class and kind of goods.

#### **Sec. 18-55. False application unlawful.**

It shall be unlawful for any person subject to the provisions of this article to make a false application for a business license, or to give or file, or direct the giving or filing, of any false information with respect to the license or ~~fee~~ tax required by this article.

#### **Sec. 18-56. Display and transfer.**

- (a) All persons shall display the license issued to them under this article on the original form provided by the license official, in a conspicuous place, in the business establishment, at the address shown on

the license. A transient or nonresident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the county.

- (b) A change of address must be reported to the license official within ten days after removal of the business to a new location, and the license will be valid at the new address upon written notification of the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of ownership shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

#### **Sec. 18-57. Inspections and audits.**

- (a) For the purpose of enforcing the provisions of this article the license official or other authorized agent of the county is empowered to enter upon the premises of any person subject to this article to make inspections and examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records. during normal business hours with 24 hours' prior written notice. If an audit or inspection reveals that false information has been filed by the licensee, the costs of the audit shall be added to the correct license **fee tax** and late penalties in addition to other penalties provided in this article. Each day of failure to pay the proper amount of license **fee tax** shall constitute a separate offense.
- (b) The license official may make **systematic and** random inspections of **all any** businesses within the county to insure compliance with this article. Records of inspections and audits shall not be deemed public records. The license official shall not release the reported gross income of any person by name without permission of the licensee, provided that statistics compiled by classifications may be made public.
- (c) The license official, upon approval of the county administrator, may disclose gross income of licenses to the Internal Revenue Service, South Carolina Department of Revenue, Beaufort County Tax Appraiser and other county and municipal business license offices for the purpose of assisting tax assessments, tax collections and enforcement of the business license. Such disclosures shall be for internal, confidential and official use by these governmental agencies and shall not be deemed public records.

#### **Sec. 18-58. Assessments.**

- (a) When any person shall have failed to obtain a business license or to furnish the information required by this article or the license official, the license official shall proceed to examine the records of the business or any other available records as may be appropriate and to conduct investigations and statistical surveys as he/she may deem appropriate to assess a license **fee tax** and penalties as provided in this article.
- (b) A notice of assessment shall be served by certified mail and any application for adjustment of the assessment may be made to the license official within five days after the notice is mailed or the assessment will become final. The license official shall establish by regulation the procedure for hearing an application for adjustment of assessment and issuing a notice of final assessment.
- (c) A final assessment may be appealed to county council only by payment in full of the assessment under protest within five days and the filing of written notice of appeal within ten days after payment pursuant to the provisions of this article relating to appeals to county council. With regard to assessments of insurance companies and brokers for nonadmitted insurance companies, the state association of counties is designated as the exclusive agent of the county and is empowered to utilize all procedures and actions authorized by ordinance or state law.

#### **Sec. 18-59. Delinquent license fees taxes.**

For nonpayment of all or any part of the correct license fee tax under this article, the license official shall levy and collect a late penalty of five percent of the unpaid fee tax for each month or portion thereof after the due date until paid. If any license fee tax shall remain unpaid for 60 days after its due date, the license official shall issue an execution which shall constitute a lien upon the property of the licensee for the fee tax, penalties and cost of collection, and shall proceed to collect in the same manner as prescribed by law for the collection of other taxes. Upon identification of a delinquent account the director of business license or his/her designee has the authority to establish payment plans, revenue procedures, and reduce or waive penalties based upon the revenue procedures as adopted with this amendment.

#### **Sec. 18-60. Notices.**

The license official may but shall not be required to serve or mail written notices that license fees taxes under this article are due, but he shall publish a notice of the due date in a newspaper of general circulation within the county three times prior to the due date in each year. With regard to providing notice to insurance companies and brokers for nonadmitted insurance companies that license fees taxes are due, the South Carolina State Association of Counties is designated as the exclusive agent of the county and is empowered to utilize all procedures and actions authorized by ordinance or state law. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the fee tax due or grounds for waiver of penalties.

#### **Sec. 18-61. Denial of license.**

The license official shall deny a license under this article to an applicant when the application is incomplete, contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact, does not comply with all other applicable county ordinances, or when the activity for which a license is sought is unlawful or constitutes a public nuisance. A decision of the license official shall be subject to appeal to county council as provided in this article. Denial shall be written with reasons stated.

#### **Sec. 18-62. Suspension or revocation of license.**

When the license official determines that:

- (1) A license has been mistakenly or improperly issued or issued contrary to law;
- (2) A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this article;
- (3) A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact on the license application;
- (4) A licensee has been convicted of an offense under a law or ordinance regulating business, a crime involving moral turpitude, or an unlawful sale of merchandise or prohibited goods;
- (5) A licensee has engaged in an unlawful activity or nuisance related to the business; or
- (6) The business is not in compliance with all other applicable county ordinances;

The license official shall give written notice to the licensee or the person in control of the business within the county by personal service or certified mail that the license is suspended pending a hearing before county council for the purpose of determining whether the license should be revoked. The notice shall state the time and place at which the hearing is to be held, which shall be within 30 days from the date of service of the notice. The notice shall contain a brief statement of the reasons for suspension and proposed revocation and a copy of the applicable provisions of this article.



### **Sec. 18-63. Appeals to county council.**

- (a) Any person aggrieved by a final assessment, or a denial of a business license under this article by the license official may appeal the decision to county council by written request stating the reasons therefor filed with the license official within ten days after the payment of the assessment under protest or notice of denial is received.
- (b) An appeal or a hearing on revocation shall be held by county council within 30 days after receipt of a request for appeal or service of notice of suspension at a regular or special meeting of which the applicant or licensee has been given written notice. At the hearing all parties shall have the right to be represented by counsel, to present testimony and evidence and to cross examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by county council shall govern the hearing. The county council shall by majority vote of members present, render a written decision based on findings of fact and the application of the standards in this article which shall be served upon all parties or their representatives and shall be final unless appealed to a court of competent jurisdiction within ten days after service
- (c) No person shall be subject to prosecution for doing business without a license until the expiration of ten days after written notice of denial or revocation which is not appealed or until after final judgment of court upholding denial or revocation.

### **Sec. 18-64. Confidentiality.**

Except in accordance with proper judicial order or as otherwise provided by law, it shall be unlawful for any official or employee to divulge or make known in any manner the amount of income or any particulars set forth or disclosed in any report or return required under this article. Nothing in this section shall be construed to prevent the identification of particular reports or returns.

### **Sec. 18-65. Classification rates and schedules.**

- (a) The license **fee tax** for each class of business shall be computed in accordance with the rates set forth in sections [18-66](#)—18-68 and **with the Standard Industrial Classification (SIC) Manual 1987 and the North American Industrial Classification System (NAICS)**, except that, in cases of conflict between the provisions of the **SIC NAICS** and this Code, the provisions of this Code shall prevail.
- (b) Unless otherwise specifically provided, all rates shall be doubled for businesses and itinerants having no fixed place of business within the county and triple for businesses located out of state.

### **Sec. 18-66. Class 8 rates.**

Each **SIC NAICS** number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, etc., which are deemed to be sufficient to require individually determined rates. Nonresident rates do not apply except where indicated.

[15, 16, 17 Contractors, construction, all types.](#) See the rate schedule in [section 18-68](#).

- (1) For nonresident contractors, the total **fee tax** for the full amount of the contract shall be paid prior to issuing a building permit or commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license **fee tax** per \$1,000.00 of the contract amount shall be paid prior to commencement of new work. Only one base **fee tax** shall be paid in a calendar year. A trailer at the construction site, a home office or structure in which the contractor resides is not a permanent place of business under this article.



- (2) No contractor shall be issued a business license until all state and county qualification examinations and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job. In addition, each contractor shall furnish the license official with a list of all subcontractors furnishing labor or materials for each project.
- (3) Subcontractors shall be licensed on the same basis as general, prime or manager for the same job, and no deductions shall be made by a general or prime contractor or manager for value of work performed by subcontractors. General or prime contractors will be responsible and will pay for the business license of any subcontractor doing work on the project if the subcontractor is found to be operating without a county business license.
- (4) No contractor shall be issued a business license until all performance and indemnity bonds required by the county building code have been filed and approved. Zoning permits must be obtained when required by the county zoning ordinance codified in [Chapter 106](#)

*40 Railroad companies.* See S.C. Code 1976, § 12-23-210.

*41 Passenger transportation.* On gross income, rate class 7 plus each vehicle per year, \$25.00.

- (5) Permission to use streets required. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above or under any street or public place under control of the county any line, pipe, cable, pole, structure or facility for utilities, communications, cablevision or other purposes without a consent agreement or franchise agreement issued by the county council by ordinance which prescribes the term, fees and conditions for use.
- (6) Consent, franchise, or business license **fee tax** required. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be based on gross revenues derived from activities in the county, the length of lines installed in streets and public places, or other formula deemed appropriate by county council. No consent fee or franchise fee shall be construed to be in lieu of a business license **fee tax** based on gross revenue unless specifically provided by ordinance. Credits for business license **fees tax** paid may be applied to **fees taxes** set by ordinance granting consent or a franchise when specifically authorized by the ordinance.

*481 Telephone companies not using public streets under franchise or consent.* Establishments providing local or long distance telephone communications as described in **Standard Industrial Classification (SIC) group 481 and** North American Industrial Classification System (NAICS) 5733, including voice and data communications; radio telephone services; cellular telephone services; paging and beeper services; leasing lines, fiber optic cables, microwave or satellite facilities; selling access and reselling use of facilities or methods to others, shall pay an annual business license **fee tax** of 0.3 percent of gross receipts from all communications activities conducted in the county and for communications services billed to customers located in the county on which a business license **fee tax** has not been paid to another municipality.

*4841 Television, cable or pay.* Basic fee, consent or franchise.

*491—493 Electrical and gas companies.* Consent or franchise.

*55 Automotive, motor vehicle dealers and farm machinery, retail.* See the rate schedule in [section 18-68](#).

- (1) One sales lot not more than 400 feet from the main showroom may be operated under this license provided that proceeds from sales at the lot are included in gross receipts at the main office when both are operated under the same name and ownership.
- (2) Gross receipts from this classification shall include full sales price without deduction for trade-ins.
- (3) Dealer transfers shall not be included in gross receipts.

5999 Promoter/coordinator of arts and crafts shows. See the rate schedule in [section 18-68](#).

5999	Promoter/Coordinator of Arts and Crafts Shows	Base Rate/Fee <u>Tax</u>	Incremental Rate per Thousand
	First \$5,000.00	\$50.00	
	Over \$5,000.00		\$0.49
	Plus, for each participating vendor	Class rates apply	

This shall be a special license issued only for special arts and crafts events sanctioned as such and be valid solely for the time period and the specific location stated thereon. This special license must be applied for and obtained before commencement of the event for which it is to be used.

It is the responsibility of the special events promoter or coordinator to ensure that all participating vendors are included in this special arts and crafts license.

Each participating vendor must be the creator of the art or craft which is to be sold. This includes any person who desires to engage in the business of offering for public sale flower arrangements or any hand-crafted item produced in the home. Goods purchased for sale or resale cannot be vended on this special license.

Inspections may be made on site during the sale.

Other merchants and vendors at such special events, not qualifying for this special license under arts and crafts, shall be required to obtain a regular business license.

Merchants and vendors now operating under valid licenses shall be allowed to operate on those licenses, incorporating such gross sales in the annual gross receipts to be reported on the succeeding year's application.

### 63 Insurance companies.

- (1) On gross premiums collected through offices or agents located in the county, wherever the risk is located in the county, or collected on policies written on property or risks located in the county, wherever the premiums are collected.
- (2) Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums or deposit.
- (3) Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute doing business within the county whether or not an office is maintained therein. A premium collected on property or a risk located within the county shall be deemed to have been collected within the county.

631—632 *Life, health and accident insurance*. The rate is 0.75 percent of gross premiums. Declining rates shall not apply.

633—635 *Fire and casualty insurance*. The rate is two percent of gross premiums. Declining rates shall not apply.

636 *Title insurance*. The rate is two percent of gross premiums. Declining rates shall not apply.

6411 *Brokers for fire and casualty insurers*. The rate is two percent of gross premiums. Declining rates shall not apply. Nonadmitted: On gross premiums collected on policies of companies not licensed in the state, the broker shall collect and remit annually to the state association of counties, with a copy of the report required by the insurance commission showing the location of the risks insured. (Premiums for nonadmitted business are not included in broker's gross commissions for other business.)

Notwithstanding any other provision of this article, license **fees taxes** for insurance companies and brokers for nonadmitted insurers shall be payable on or before May 31 in each year without penalty. Pursuant to the S.C. Code 1976, § 5-7-300, the agreement with the state association of counties on file with the clerk for collection of current and delinquent license **fees taxes** from insurers and brokers is approved.

7993 *Amusement machines, (coin-operated (except gambling))*.

- (1) Music machines, juke boxes, kiddie rides, video games, pin tables with levers and other amusement machines with or without free play licensed pursuant to S.C. Code 1976, § 12-21-2720(A)(1) and (A)(2), Type I and Type II:
  - a. Operator of machine (S.C. Code 1976, § 12-21-2746) (For operation of all machines, not on gross income), \$12.50 per machine, plus \$12.50 business license.
  - b. Distributor selling or leasing machines. (Not licensed by the state as an operator pursuant to S.C. Code 1976, § 12-21-2728, see schedule in section [18-68](#) (nonresident rates apply)).

7993 *Amusement machines, coin-operated non-payout*. Amusement machines of the non-payout type or in-line pin game licensed by S.C. Department of Revenue pursuant to S.C. Code 12-21-2720(A)(3) Type III

- a. Operator of machines (owner of business): \$180.00 per machine  
(S.C. Code § 12-21-2720(B)): plus \$12.50 business license
- b. Distributor selling or leasing machines, not licensed by the state as an operator pursuant to S.C. Code 1976, § 12-21-2728, see schedule in section [18-68](#). (Nonresident rates apply.)

7993 *Billiard, Pool Tables, Football Table, Bowling Lane Table*.

Measuring three and one-half [feet wide] × seven feet long: \$5.00

Tables longer than three and one-half [feet wide] × seven feet [long]: \$12.50

And Gross income of all business where located, the following rates apply:

First \$5,000.00 gross income: \$43.75

Over \$5,000.00: \$0.38/thousand

## **Sec. 18-67. Rate classification index.**

The rate classification index for businesses licensed pursuant to this article shall be as follows:

NAICS	Rate Class 1 Business Group
47	Travel agencies
53	General merchandise stores
<a href="#">54</a>	Food stores
553—554	Automotive supply stores and gasoline service stations
56	Apparel and accessory stores
<a href="#">58</a>	Eating places
<a href="#">86</a>	Membership organizations

NAICS	Rate Class 2 Business Group
01	Agricultural production, crops
02	Agricultural production, animals
<a href="#">20</a>	Food and kindred products
22	Textile mill products
<a href="#">23</a>	Apparel and other finished products from fabrics and similar materials
<a href="#">25</a>	Furniture and fixtures
<a href="#">30</a>	Rubber and miscellaneous plastic products
31	Leather and leather products

32	Stone, clay, glass and concrete products
33	Primary metal industries
<a href="#">34</a>	Fabricated and metal products (except machinery and transportation equipment)
37	Transportation equipment
39	Miscellaneous manufacturing industries
<a href="#">50</a>	Wholesale trade, durable goods
51	Wholesale trade, nondurable goods
52	Building materials, hardware, garden supply and mobile home dealers
57	Furniture, home furnishings and equipment stores
<a href="#">70</a>	Hotels, roominghouses, camps and other lodging

SIC	Rate Class 3 Business Group
07	Agricultural service
<a href="#">24</a>	Lumber and wood products (except furniture)
<a href="#">26</a>	Paper and allied products
29	Petroleum refining and related industries
36	Electrical and electronic machinery, equipment and supplies
<a href="#">42</a>	Motor freight transportation and warehousing
44	Water transportation

45	Transportation by air
59	Miscellaneous retail (except vending machines, peddlers and pawnbrokers)
61	Credit agencies other than banks
75	Automotive repair, services and garages
<a href="#">78</a>	Motion pictures
79	Amusement and recreation services (except motion pictures, amusement machines and carnivals)
89	Miscellaneous services

NAICS	Rate Class 4 Business Group
27	Printing, publishing and allied products
28	Chemicals and allied products
35	Machinery, except electrical
48	Communication (except telephone)
76	Miscellaneous repair services

NAICS	Rate Class 5 Business Group
09	Fishing, hunting and trapping
14	Mining — Minerals

<a href="#">38</a>	Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
41	Local and suburban transit and interurban highway passenger transportation
<a href="#">62</a>	Security and commodity brokers, dealers — Exchanges and services
73	Business services

NAICS	Rate Class 6 Business Group
49	Sanitary services
72	Personal services

NAICS	Rate Class 7 Business Group
08	Forestry
10	Mining — Metals
<a href="#">21</a>	Tobacco manufacture
<a href="#">46</a>	Pipelines (except natural gas)
64	Insurance agents, brokers and service
65	Real estate
67	Holding and other investment offices
80	Health services



81	Legal services
<a href="#">82</a>	Educational services
83	Social services
87	Engineering, accounting, research, management and related services

NAICS	Rate Class 8 Business Group
<a href="#">15, 16,</a> 17	Contractors, construction, all types
40	Railroad companies
4121	Taxicabs
481	Telephone communication
491— 493	Electric and gas services
55	Automotive and motor vehicle dealers and farm machinery, retail (except auto supply store 553 and gasoline service stations 554)
5093	Junk and scrap dealers
5813	Drinking places (alcoholic beverages - License must be issued in the name of the individual who has been issued a state ABC license and will have actual control and management of the business)
5932	Pawnbrokers
5962	Vending machines (automatic merchandising)
5963	Peddlers, itinerant

63	Insurance companies
6411	Brokers for nonadmitted insurers
7993	Amusement machines, coin-operated
7999	Billiard or pool tables, all types
7999	Carnivals and circuses

Sec. 18-68. Rate schedule.

The ~~fee~~ tax schedule for businesses licensed pursuant to this article shall be as follows except where nonresident rates apply:

Business Class	Gross Revenue \$0—\$5,000 Minimum <del>Fee</del> -Tax	Rate per 1,000 or Fraction Thereof Over \$5,000 in Gross Revenue
Class 1	\$37.50	\$0.27
Class 2	43.75	0.38
Class 3	50.00	0.49
Class 4	56.25	0.60
Class 5	62.50	0.71
Class 6	68.75	0.82
Class 7	75.00	0.93
Class 8	43.75	0.38

### Alphabetical Business Classification Index

This index is not intended to be a complete listing of all types of businesses. It is an aid in finding classifications by common name and reference to the Standard Industrial Classification manual group number. All businesses not exempt by law which are in the major groups listed under each rate class are subject to a license ~~fee~~ tax whether found in the alphabetical index or not. The license official shall determine the proper classification of a business not listed.

Alphabetical Business Classification Index		
Name	NAICS	Class
Abattoirs	2011	2
Abstract land title or warranty companies	6541	7
Accounting and bookkeeping services	8721	7
Acupuncture - (except medical doctor)	8049	7
Administrative office	7389	5
Advertising agencies or agents	7311	5
Advertising novelties, signs, placards, etc.	7319	5
Air conditioning:		
Contractor	1711	8
Service and repair	7623	4
Aircraft:		
Retail	5599	8
Supplies - wholesale	5088	2
Service and repair	4581	3
Airport limousine service	4111	5
Alterations, clothing	7219	6
Ambulance service	4119	5
Amusement and recreation services	7999	3

Amusement machines, coin-operated	7993	8
Amusement parks	7996	3
Animal hospital	0742	3
Answering service	7399	5
Antenna - installation—except household	1799	8
Sales - household	5731	2
System - satellite, master	4841	4
Antiques - retail	5932	3
Apartment complexes or buildings rental	6513	7
Appliances household - repair	7629	4
Retail	5722	2
Appraisers, real estate	6531	7
Architects	8712	7
Armature rewinding shops	7694	4
Armored car services	7381	5
Art glass, dealers in	5999	3
Artificial flowers, dealers in	5999	3
Artists:		
Portrait	8999	3
Commercial	7336	5

Studios	8999	3
Supplies, retail	5999	3
Assignment, purchasers of accounts, factors	6153	3
Astrologers	Prohibited	
Athletic arena	7941	3
Athletic clubs:		
Admission charged	7991	3
Membership	7997	3
Attorneys	8111	7
Auction houses	5999	3
Auctioneers - regulated by state law		
Automatic sprinklers - installation	1711	8
Automobile:		
Accessories - retail	5531	1
Automatic car wash	7542	3
Body, paint and trim shop	7532	3
Club, membership	8699	1
Dealers new or used - retail	5511	8
Detailers	7542	3
Leasing - long-term	7515	3



Manufacturing	3711	2
Parts - new - wholesale	5013	2
Parts - new - retail	5531	1
Parts - used-wholesale/retail	5015	2
Rental	7514	3
Repairs and service	7538	3
Salvage or scrap	5093	2
Service station	5541	1
Tires, recapping	7534	3
Tires, wholesale	5014	2
Tires, retail	5531	1
Towing service	7549	3
Awning and tent:		
Makers	2394	2
Rentals	7359	5
Repair	7699	4
Bags, bagging and ties, dealers in	5113	2
Bail bondsman	7389	5
Bakery:		
Retail	5461	1

Wholesale	5149	2
Ballroom, leased or rented	7911	3
Barber:		
Schools	7241	6
Shops	7241	6
Supplies - wholesale	5087	2
Barrel and drum makers and dealers	5085	2
Bars - drinking places	5813	8
Baskets, boxes, crates, bags, etc., dealers	5113	2
Bath houses	7999	3
Bath, turkish, sauna or vapor	7299	6
Batteries:		
Manufacture	3692	3
Vehicle - retail or wholesale	5531	1
Bearings - wholesale	5085	2
Beauty:		
Schools	7231	6
Shops	7231	6
Supplies - wholesale	5087	2
Bed and breakfast inns	7011	2

Beeper service, radio pager	4812	8
Belting - wholesale	5085	2
Beverage coolers - wholesale	5087	2
Bicycle:		
Retail	5941	3
Rental	7999	3
Repair	7699	4
Supplies - wholesale	5091	2
Bill distributors, handbills	7319	5
Billboards, erection and lease	7312	5
Billiard or pool hall	7999	8
Bingo	7999	3
Blacksmith	7699	4
Blood bank	8099	7
Blueprinting	7334	5
Boarding house	7021	2
Boats - sightseeing operation	4489	3
Supplies and accessories - wholesale	5091	2
Supplies and accessories - retail	5551	8
Boatyards, storage, repair and rental	4499	3

Boiler:		
Installation	1711	8
Repair	7699	4
Wholesale	5074	2
Bolts and screws - wholesale	5072	2
Bondsman	7389	5
Book publisher	2731	4
Book store - retail	5942	3
Bookbinder	3555	4
Booking Agent, films	7829	3
Bootblack, bootblack stand	7251	6
Bottlers:		
Flavored milk	2087	2
Soft drinks	2086	2
Supplies - wholesale	5085	2
Bowling:		
Apparel and accessories	5699	1
Lane equipment and supplies	5941	3
Lanes and centers	7933	3
Box, manufacturing	2653	3

Boxing or wrestling matches	7941	3
Brick, agents for	5211	2
Brokers. See heading under type of broker		
Building construction - general contractors	1541	8
Building materials and supplies:		
Brick and stone		
Wholesale	5032	2
Construction materials		
Retail	5211	2
Wholesale	5039	2
Roofing, siding and insulation - wholesale	5033	2
Burglar alarms - installation only	1731	8
Sale and installation	7382	5
Bus, charter	4141	5
Bus and motor coach company	Franchise/NA	
Bus terminal	4173	5
Business broker, selling businesses	7389	5
Business college	8244	7
Business consultant	8748	7
Business forms, manufacturing	2759	4



Business forms - retail	5943	3
Business services, not elsewhere classified	7389	5
Cablevision	4841 Franchise	
Cabaret	5813	8
Cabinets:		
Custom order	5712	2
Manufacturing	2434	3
Cafeteria	5812	1
Camera and photo supplies:		
Repair shop	7699	4
Retail	5946	3
Wholesale	5043	2
Candy:		
Retail	5441	1
Wholesale	5145	2
Canvasser	5963	8
Car rental - short-term	7514	3
Car wash	7542	3
Carnival	7999	8
Carpenter	1751	8

Carpet:		
Cleaning	7217	6
Installation	1752	8
Retail	5713	2
Wholesale	5023	2
Carriage, horse drawn for hire	4789	1
Cater	5812	1
Cement manufacture (chemical adhesives)	2891	4
Cement products (see Concrete)		
Cemetery:		
Agent or sales of sites	6553	7
Caretaker	0782	3
Charcoal, producers	2861	4
Chauffeur and limousine tour services	4119	5
Cheese, manufacturer or processor	2022	2
Chemical and allied products, manufacture	2819	4
Chimney cleaner	7349	5
Chiropractor	8041	7
Christmas tree sales	5241	2
Cigarettes, cigars, tobacco:		

Manufacture	<a href="#">21</a>	7
Retail	5993	3
Wholesale	5194	2
Circus	7999	8
Claim adjustment agent or agency	6411	7
Clay, stone and glass products, manufacture	3200	2
Clipping service, press	8999	3
Clothing:		
Retail	5651	1
Secondhand dealer	5932	3
Wholesale	5130	2
Coal, wood or coke:		
Retail	5989	3
Wholesale	5052	2
Coffee or tea store - retail	5499	1
Coffee roasters and wholesale coffee dealers	5149	2
Coin shop - retail	5999	3
Cold storage warehouse	4222	3
Collection and claim agency	7322	5
Compact discs music-retail	5735	2

Computer:		
Consultant	7379	5
Internet provider	7375	5
Operator training	8243	7
Repairs	7378	4
Service (not repairs)	7371—7379	5
Stores - retail	5734	2
Concession stands	5963	8
Concrete:		
Manufacture (paving)	2951	3
Manufacture, ready-mixed, wholesale	3273	2
Manufacture, dry ready-mix, wholesale	3272	2
Mixtures and products-retail	5211	2
Wholesale	5032	2
Consultant, business	8748	7
Contractors, construction - all types:	15,16,17	8
Carpentry	1751	
Commercial and industrial building	154	
Concrete	1771	
Drywall	1742	



Electrical	1731	
Flooring	1752	
General contractors, residential and commercial	15	
Grading/excavating	1794	
Heavy construction other than residential	<a href="#">16</a>	
Masonry	1741	
Painting and paper hanging	1721	
Plastering, dry wall, acoustical, and insulation	1742	
Plumbing, heating and air-conditioning	1711	
Residential building	152	
Roofing, siding and sheet metal	1761	
Signs, erecting	1799	
Special trade contractors	<a href="#">17</a>	
Tile, terrazzo, marble	1743	
Convalescent home	8052	7
Convenience store - primarily gasoline and limited food-retail	5541	1
Convention promoter or decorator	7389	5
Cosmetics:		
Manufacture	2844	4
Retail	5999	3

Wholesale	5122	2
Cotton brokers	6221	5
Cotton presses and warehouses	4221	3
Cotton mill	2211	2
Courier services	4215	3
Court reporting services	7338	2
Cracker manufacture	2051	2
Craft shops	5945	3
Crafters (peddlers)	5963	8
Credit reporting agency	7323	5
Dairy:		
Products - retail	5451	1
Products - wholesale	5143	2
Supplies - wholesale	5084	2
Dance hall	7911	3
Dancing school	7911	3
Data processing:		
Service	7379	5
Systems, supplies and equipment	7372	5
Day care:		

Adult and handicapped	8322	7
Child	8351	7
Decorator, interior	7389	5
Delicatessen	5411	1
Delivery service:		
Local trucking without storage	4212	3
Messenger/courier (except air)	4215	3
Dental equipment and supplies - wholesale	5086	2
Dental laboratory	8072	7
Dentist	8021	7
Department store	5311	1
Design of machinery	8712	7
Detective service	7381	5
Diaper service	7219	6
Directory - telephone - distribution	7389	5
Dog kennel or grooming	0752	3
Dressmaker for retail trade	5699	1
Drinking place - alcoholic	5813	8
Driver training school	8299	7
Drugs - store:		

Retail	5912	3
Wholesale	5122	2
Dry cleaning:		
Coin-operated	7215	6
Retail or agents	7212	6
Wholesale	7219	6
Dry goods:		
Retail	5399	1
Wholesale	5131	2
Dyeing and finishing textiles	2269	2
Eating places	5812	1
Electric appliances and supplies:		
Repair	7629	4
Retail	5722	2
Wholesale	5064	2
Electric power company	4900	8
Electrical contractor	1731	8
Electrical machinery - manufacture	3600	3
Electronics, consumer - retail	5731	2
Elevator dealer - wholesale	5084	2

Elevator maintenance	7699	4
Employment agency	7361	5
Engineering services	8711	7
Engraving, metal	3479	2
Entertainment	7929	3
Equipment rental - construction	7353	5
Escort service	7299	6
Explosives - wholesale	5169	2
Exterminators	7342	5
Excavation work	1794	8
Fabrics - retail	5949	3
Factors	6153	3
Farm and industrial machinery - wholesale	5080	2
Farm machinery - retail	5599	8
Fertilizer:		
Manufacture	2874	4
Retail	5261	2
Wholesale	5191	2
Field warehousing	7389	5
Film:		



Developers for general public	7384	5
Developers for movies and TV	7819	3
Distributor	7822	3
Finance company	6141	3
Fire and security services	7382	5
Fireworks:		
Retail + \$50.00 state license required +	5999	3
Wholesale	5092	2
Fish and seafood:		
Retail	5421	1
Wholesale	5146	2
Fisheries	0912	5
Fishermen's equipment - retail	5941	3
Fixtures and furniture - manufacture	2500	2
Flea market operator	7389	5
Floor covering:		
Contractor	1752	8
Retail	5713	2
Wholesale	5023	2
Florist:		

Retail	5992	3
Wholesale	5193	2
Flour - wholesale	5149	2
Flowers, real or artificial:		
Retail	5992	3
Wholesale	5193	2
Food:		
Broker	5141	2
Retail, not consumed on-premises	5411	1
Wholesale	5141	2
Food service equipment - sale and installation	1799	8
Fortune telling	Prohibited	
Foundry	3300	2
Freight forwarder	4731	1
Fruit and produce:		
Harvesting by machine	0722	3
Retail	5431	1
Wholesale	5148	2
Fuel oil:		
Retail	5983	3

Wholesale	5172	2
Funeral home, mortician, crematory	7261	6
Fur, clothing - retail	5632	1
Furnace:		
Retail	5075	2
Wholesale	5075	2
Heating contractor	1711	8
Furniture:		
Repair, refinishing, upholstering	7641	4
Retail	5712	2
Secondhand	5932	3
Wholesale	5021	2
Manufacture	2500	2
Garage, auto repairs	7538	3
Garbage service, collection and disposal	4953	6
Garbage, collection with disposal	4212	3
Garment pressing, alteration	7212	6
Gas:		
Liquefied petroleum and equipment	5984	3
Natural gas company	4900	8

Gasoline/Service station:		
Retail	5541	1
Wholesale	5172	2
Gift shop	5947	3
Glass:		
Motor vehicles sale and installation	7536	3
Products, manufacture	3200	2
Retail	5231	2
Golf:		
Courses (including miniature)	7992	3
Sporting goods - retail	5941	3
Grain:		
Broker (commodity)	6221	5
Dealer - wholesale or retail	5153	2
Elevator	4221	3
Gravel:		
Retail	5211	2
Wholesale	5032	2
Greeting cards - retail	5947	3
Grocers:		

Retail	5411	1
Wholesale	5141	2
Guards, security	7381	5
Guns:		
Retail or dealer	5941	3
Wholesale	5091	2
Gunsmith	7699	4
Hair grooming	7231-7241	6
Hardware:		
Retail	5251	2
Wholesale	5072	2
Hats:		
Retail	5611	1
Wholesale	5136	2
Hazardous waste storage, disposal or transportation	4953	6
Health:		
Club	7991	3
Food store	5499	1
Health services, HMO	8010	7
Health services, medical service plans (insurance)	6324	8



Home health care services	8082	7
Hearing aids - retail	5999	3
Heating contractor	1711	8
Hemstitching and pleating	7219	6
Hi-fi and stereo, retail	5731	2
Hobby shop	5945	3
Holding companies	6700	7
Home repairs (certification required)	1521	8
Horticulturist	0781	3
Hose, industrial - wholesale	5085	2
Hosiery:		
Mill	2200	2
Retail	5632	1
Wholesale	5137	2
Hospital:		
Animal	0742	3
General medical and surgical	8062	7
Psychiatric	8063	7
Specialty	8069	7
Hotel	7011	2

Hotel supplies, wholesale	5046	2
House mover, wrecker	1799	8
Ice dealer:		
Retail	5999	3
Manufacture	2097	2
Ice cream:		
Manufacture	2024	2
Retail dairy products	5451	1
Shop or stand	5812	1
Wholesale	5143	2
Industrial chemicals - wholesale	5169	2
Industrial and farm machinery and equipment	5080	2
Inn, food and lodging	7011	2
Insulation contractor	1742	8
Insurance - adjuster	6411	7
Agent, broker (see 8 for nonadmitted), solicitor	6411	7
Broker for nonadmitted insurer	6411	8
Company, fire and casualty	633—635	8
Company, life and health	631—632	8
Company, title and others not elsewhere classified	636—639	8

Consultant or engineer	6411	7
Interior decorator	7389	5
Internet:		
Provider, information retrieval	7375	5
E-Mail (electronic mail service only)	4822	4
Investment counselor	6282	5
Investment firm, general brokerage	6211	5
Iron and steel, semi-finished items - wholesale	5051	2
Janitor or housekeeping service	7349	5
Janitor supplies - wholesale	5087	2
Jewelry:		
Repair	7631	4
Retail	5944	3
Wholesale	5094	2
Junk dealer - wholesale	5093	8
Karate school	7999	3
Kennel	0752	3
Kerosene and fuel oil, heating:		
Retail	5983	3
Wholesale	5172	2

Kindergarten	8211	7
Kitchen designers and contractors	1521	8
Knitting mill - textile manufacture	2253	2
Laboratory, testing, commercial	8734	7
Lamps:		
Retail	5719	2
Wholesale	5023	2
Land title or abstract company	6361	1
Landfill, solid waste	4953	6
Landscape service	0781	3
Lapidary:		
Retail shop	5999	3
Supplies and equipment - wholesale	5085	2
Laundries	7215	6
Laundry agent or pickup station	7211	6
Lawn care service	0782	3
Lawnmowers:		
Repair	7699	4
Retail	5261	2
Wholesale	5083	2

Leased equipment, not otherwise listed	7359	5
Leasing company, vehicles, and non-expendable equipment	7510	3
Leather goods, retail	5948	3
Leather and products, manufacture	3111	2
Legal services, attorney	8111	7
Libraries, lending and depositories in stores	8231	7
Limousine service	4111	5
Linen service	7213	6
Livestock dealer and services	0751	3
Locker rental, cold storage of food	4222	3
Locksmith	7699	4
Lodging and roominghouses	7021	2
Luggage - retail	5948	3
Lumber:		
Manufacture	2400	3
Retail	5211	2
Machine shop	3599	4
Magazine, sales or subscriptions, door-to-door	5963	8
Mail order business	5961	3
Management consultant	8742	7



Manicurist	7231	6
Manufactured home (See mobile home)		
Manufacturing:		
Apparel	2300	2
Chemicals and allied products	2800	4
Clay, stone and glass products	3200	2
Computer equipment	3500	4
Electrical machinery, equipment, supplies	3600	3
Furniture and fixtures	2500	2
Leather and leather products	3100	2
Lumber	2400	3
Machinery - industrial, commercial, computer	3500	4
Medicine	2833	4
Metals, primary	3300	2
Metal products	3400	2
Miscellaneous manufacturing (not listed)	3900	2
Paper and allied products	2600	3
Petroleum refining and related	2900	3
Rubber and miscellaneous products	3000	2
Soap	2841	4

Textile mill products	2200	2
Tobacco products	2100	7
Transportation equipment	3700	2
Manufacturing not otherwise listed	3900	2
Marble, building - cut and shape	3281	2
Marble, granite and other stone yards	5032	2
Marina	4493	3
Massage	7299	6
Mattress:		
Manufacture	2515	2
Retail	5712	2
Meat processing	2013	2
Meat:		
Retail market	5421	1
Wholesale	5147	2
Medical and health services	8000	7
Medical, dental, hospital equipment and supplies - wholesale	5047	2
Medicine - manufacture	2833	4
Men's and boys wearing apparel - retail	5611	1
Messenger service	4215	3

Metal jobber - wholesale	5051	2
Metal products, manufacture	3400	2
Milk:		
Retail	5451	1
Wholesale	5143	2
Millinery:		
Retail	5632	1
Wholesale	5137	2
Mining:		
Metals	1000	7
Minerals	1400	5
Miscellaneous business services, not listed	8999	3
Mobile home:		
Sites, rental	6515	7
Repairs	7699	4
Retail	5271	2
Money lender - industrial loans, finance company (not banks)	6141	3
Monuments - retail	5999	3
Mortgage broker	6163	3
Motel	7011	2

Motion picture:		
Film agent	7829	3
Operator	7832	3
Supply house	5043	2
Theater and drive-in	7833	3
Motor freight line	4231	3
Motor vehicle driver training school	8299	7
Motorcycles:		
Dealer or agent	5571	8
Parts and accessories	5531	1
Rental	7999	3
Repairs	7699	4
Motor vehicle dealer - retail	551-552	8
Motors, outboard - retail	5551	8
Movers, trucking and storage	4214	3
Multigraphing or photocopying	7334	5
Music - sheet music and musical instruments:		
Retail	5736	2
School	8299	7
Tapes and compact discs - retail	5735	2

Teachers and educational services	8299	7
Wire transmitted, systems	7389	5
Musicians - entertainers	7929	3
Natatorium or swimming pool	7999	3
Neckwear - retail	5611	1
News syndicate	7383	5
Newspaper:		
Advertising	7311	5
Publishing	2711	4
Retail	5994	3
Wholesale	5192	2
Newsstand	5994	3
Nightclub	5813	8
Notions, novelties:		
Retail	5947	3
Nursery, day	8351	7
Nursery or horticulturist	5261	2
Nurses registry	7361	5
Nursing home:		
Skilled care	8051	7



Intermediate care	8052	7
Assisted living with health care	8053	7
Office building, rental	6531	7
Office building, rental agent	6531	7
Office furniture:		
Rental	7359	5
Retail	5999	3
Wholesale	5021	2
Office machines:		
Rental	7359	5
Retail	5999	3
Service and repair	7629	4
Wholesale	5044	2
Office supplies:		
Retail	5999	3
Wholesale	5112	2
Oil, fuel only:		
Retail	5983	3
Wholesale	5172	2
Ophthalmic goods - wholesale	5048	2

Optical goods:		
Retail	5995	3
Wholesale	5048	2
Optometrist	8042	7
Osteopathic, physicians and clinics	8031	7
Packing house, cold storage	4222	3
Paging service, electronic	4812	8
Paint:		
Manufacture	2851	4
Retail	5231	2
Wholesale	5198	2
Contractor/wallpaper hangers	1721	8
Paper and allied products:		
Manufacture	2621	3
Retail	5943	3
Wholesale	5113	2
Parcel delivery company	4215	3
Parking lots and garages	7521	3
Parking spaces, trailer park	6515	7
Party shop	5411	1

Pawnbrokers, (South Carolina Certificate of Authority and Precious Metals Permit required)	5932	8
Peanut and popcorn stands	5441	1
Peddlers, all types	5963	8
Personal holding company	6719	7
Personal services, miscellaneous	7299	6
Personnel supply services	7361	5
Personnel, management consultants	8742	7
Pest control - exterminators	7342	5
Pet:		
Grooming, kennel, boarding, training	0752	3
Shop	5999	3
Pharmacy	5912	3
Photocopying	7334	5
Photograph developing and retouching	7384	5
Photographer:		
Commercial	7335	5
Portraits	7221	6
Photo supply store - retail	5946	3
Physical fitness center	7991	3
Physician	8011	7

Piano tuner	7699	4
Pianos - retail	5736	2
Pictures or picture frames - retail	5999	3
Plating, silver etc.	3471	2
Plumbing:		
Contractor	1711	8
Supplies and equipment		
Retail	5211	2
Wholesale	5074	2
Pool cleaning	7349	5
Polygraph service	7381	5
Printing or duplicating, all types	2700	4
Produce - retail and wholesale	5141	2
Promoters, sports and entertainment	7941	3
Protective services, security	7381	5
Public relations	8743	7
Publisher	2731	4
Pulpwood yards, wholesale	5099	2
Pumps:		
Retail	5999	3

Wholesale	5084	2
Radiator repairs	7539	3
Radio and TV:		
Retail	5731	2
Rental or lease	7359	5
Repairs	7622	4
Stations	4832	4
Supplies, parts, wholesale	5065	2
Railroad company	4000	8
Real estate:		
Operator, lessors with more than one dwelling unit	651	7
Agent broker, realtor, manager	6531	7
Developer, subdivider	6552	7
Recreation center	7999	3
Recreation vehicle dealer - retail	5561	8
Refrigerators:		
Retail	5722	2
Wholesale	5064	2
Rehabilitation house, after care	8081	7
Rental property income (more than one dwelling unit)	6514	7

Rental service, miscellaneous, not listed	7359	5
Repair services, miscellaneous	7699	4
Reporter, stenographer, fee or commission	7338	5
Repossession service	7389	5
Representative, business	7389	5
Residential care - home	8361	7
Restaurant (without alcohol)	5812	1
Retail trade:		
Apparel and accessories	5699	1
Building materials, hardware, farm equipment, etc.	5200	2
Food	5411	1
Furniture, home equipment	5712	2
General merchandise	5399	1
Miscellaneous, not listed	5999	3
Retirement center	8361	7
Riding school, academy	7999	3
Roofing:		
Contractor	1761	8
Manufacture	2952	3
Retail	5211	2



Wholesale	5033	2
Rooming house	7021	2
Rubber-related products - manufacture	3069	2
Stamps - manufacture	3999	2
Stamps - retail	5999	3
Rug cleaning	7217	6
Rugs and carpets - retail	5713	2
Safes - dealer or agent	5044	2
Sales, door-to-door or by telephone	5963	8
Sales engineer	7389	5
Sales office. See heading under product		
Sales promotion	7389	5
Sand:		
Retail	5211	2
Wholesale	5032	2
Sandwiches:		
Manufacture and wholesale	5149	2
Retail	5812	1
Sanitarium	8051	7
Satellite antenna - sales and installation - household	5731	2

Satellite master antenna systems - services	4841	4
Sausage factory	2013	2
Saw mill, planing mill	2421	3
Saws - wholesale	5072	2
Scales:		
Retail	5999	3
Wholesale	5046	2
School:		
Acting	8299	7
Dance	7911	3
Educational or vocational	8200	7
Supplies and books - retail	5943	3
Supplies and desks - wholesale	5021	2
Scrap Yards - wholesale	5093	8
Screens, doors, windows:		
Manufacture	2431	3
Retail	5211	2
Wholesale	5051	2
Secondhand goods, all types	5932	3
Secretarial service	7338	5

Security and guard services	7381	5
Seeds - retail	5261	2
Sewer pipe - wholesale	5032	2
Sewing machines:		
Manufacture	3634	3
Retail	5722	2
Wholesale	5064	2
Shipyards	3731	2
Shirts, manufacture	2326	2
Shoes:		
Repair	7251	6
Retail	5661	1
Wholesale	5139	2
Shooting gallery	7999	3
Shopping centers leasing	6512	1
Shopping service for individuals	7299	6
Shuffleboards	7999	3
Sightseeing buses	4141	5
Sign painter	7389	5
Signs, erecting	1799	8

Silver and gold dealers - retail	5944	3
Skating rink - ice or rollerskate	7999	3
Soap:		
Manufacture	2841	4
Wholesale	5122	2
Soda fountain	5812	1
Soda fountain supplies - wholesale	5145	2
Soda water - wholesale	5145	2
Soft drinks - wholesale	5145	2
Soft drink stands - retail	5812	1
Solicitor (see peddler)	5963	8
Spa - health club	7991	3
Sporting goods:		
Retail	5941	3
Wholesale	5091	2
Stable, feed, boarding or sales	7999	3
Stamp shop - retail (philatelist)	5999	3
Stationery, including books	5943	3
Statuary - retail	5999	3
Steam, heating and cooling contractor	1711	8

Stenographer, fee or commission	7338	5
Stevedoring	4491	3
Stock broker or dealer	6211	5
Stone, clay, glass products - manufacture	3299	2
Stoves:		
Repair	7699	4
Retail	5722	2
Wholesale	5064	2
Manufacture	3631	3
Sugar - wholesale	5149	2
Surgical instruments - wholesale	5047	2
Surveyor	8713	7
Sweeping service, road, bridges, etc.	4959	6
Swimming pool contractor	1799	8
Tailor, custom - retail	5699	1
Tailor shop - repair	7219	6
Talent agent	7399	5
Tanning salon	7299	6
Tape recorders - retail	5731	2
Tapes, music - retail	5735	2

Tavern	5813	8
Tax service	7291	6
Taxi cab	4121	7
Taxidermist	7699	4
Tea, coffee - retail	5499	1
Telegraph or signal company agent	4822	4
Telephone:		
Answering service	7389	5
Beeper service, radio pager	4812	8
Billing services	7389	5
Communication services (based on gross receipts billed to customers within the county)	4811	8
Company	481	8
Directories, distribution	7389	5
Equipment leasing	7359	5
Equipment sales - retail	5999	3
Installation	1731	8
Maintenance	7629	4
Paging service, electronic	4812	8
Pay phones, public	7389	5
Solicitation service	7389	5



Television:		
Broadcast station	4833	4
Closed circuit system	4841	4
CATV	Franchise	
Pay TV	Franchise	
Television and VCR:		
Rent or lease	7359	5
Repair	7622	4
Tape rental	7841	3
Temporary employment agency	7363	5
Tents:		
Manufacture	2394	2
Repair	7699	4
Retail	5999	3
Textile Mill, fiber, fabric or goods production, dyeing, finishing, printing	2200	2
Theater:		
Motion picture	7832	3
Stage	7922	3
Theatrical or night club act, agent	7922	3
Ticket agent, bureau	7922	3

Tile:		
Contractor	1743	8
Manufacture	3253	2
Retail	5211	2
Wholesale	5032	2
Tin and metal shop, repair only	7699	4
Tires, recapping	7534	3
Tobacco products:		
Manufacture	<a href="#">21</a>	7
Retail	5993	3
Wholesale	5194	2
Tour buses	4141	5
Tourist guides	7999	3
Towel service and rental - uniforms, rags, etc.	7213	6
Toys:		
Retail	5945	3
Wholesale	5092	2
Tractors. See industrial and farm machinery		
Trade shows:		
Promoters	7389	5

Sales (see peddlers)	5963	8
Trading stamps, dealers or companies	7389	5
Trailer parks	6515	7
Transportation - Equipment - manufacture	3799	2
Freight agent, broker	4731	1
Mobile unit handicapped, nursing care	4119	5
Travel - agency, bureau - domestic and foreign	4724	1
Ticket office not operated by transportation company	4729	1
Tour operator	4725	1
Tree trimming, arborist	0783	3
Trophy shop	5999	3
Truck and auto rental or leasing	7513	3
Trucking or hauling, local (without storage)	4212	3
Trusses, dealers	5999	3
Tuxedo rental	7299	6
Typesetting	2791	4
Typewriters and office machines:		
Retail	5999	3
Wholesale	5044	2
Typing service	7338	5

Uniform rental	7299	6
Uniform supply service	7213	6
Upholstery shop	7641	4
Vacuum cleaners:		
Retail	5722	2
Wholesale	5064	2
Variety store	5331	1
Vehicles. See heading under type		
Vending machines:		
Sale of products	5962	8
Wholesale	5046	2
Veterinarian	0742	3
Video poker, coin-operated machines	7993	8
Video tape:		
Rental	7841	3
Sales - retail	5735	2
Vinyl siding - installation	1761	8
Wall paper:		
Retail	5231	2
Wholesale	5198	2

Warehouse and storage	4225	3
Washing cars	7542	3
Washing machines - retail	5722	2
Waste paper and rags - wholesale	5093	2
Watchmaker - repairs	7631	4
Water or steam hose - wholesale	5085	2
Water transportation services	4400	3
Waterbeds retail	5712	2
Weather stripping:		
Installation	1799	8
Retail	5211	2
Weight control - reducing facilities	7991	2
Welding shop	7692	4
Welding supplies - wholesale	5085	2
Wholesalers - not otherwise listed:		
Durable goods	5099	2
Nondurable goods	5199	2
Wigs:		
Retail	5699	1
Wholesale	5199	2

Window cleaning service	7349	5
Women's wearing apparel, retail	5611	1
Wood sawyer, sawing wood by machinery	2421	3
Woodenware - retail	5999	3
Woolen mill	2282-4	2
Wrecker, towing service	7549	3
Wrecking buildings	1795	8
X-ray laboratories	8071	7
X-ray machines - wholesale	5047	2
Yacht basins - operation	4493	3
Yacht clubs	7997	3
Yacht sales	5551	8
Yard cleaning	0782	3
Yard goods:		
Retail	5949	3
Wholesale	5131	2
Yarn:		
Manufacture	2281	2
Retail	5949	3
Yogurt:		



Manufacture	2024	2
Retail shop, stand	5812	1
Wholesale	5143	2

## **Sec. 18-69. Lawful employment Interstate Commerce.**

### ~~(1) Definitions.~~

- ~~(a) When used in this section, the following words, terms and phrases shall have the meanings ascribed to them herein and shall be construed so as to be consistent with state and federal law, including federal immigration law;~~
- ~~1. *Business* and *business entity* shall have the same meaning as provided in Beaufort County Code [section 18-47](#)~~
  - ~~2. *County* means the County of Beaufort, South Carolina.~~
  - ~~3. *Employee* shall have the same meaning as in 8 C.F.R. § 274a.1(f).~~
  - ~~4. *Employment* shall have the same meaning as in 8 C.F.R. § 274a.1(h).~~
  - ~~5. *Independent contractor* shall have the same meaning as in 8 C.F.R. § 274a.1(j).~~
  - ~~6. *Licensee* means both applicants for and current holders of Beaufort County business licenses.~~
  - ~~7. *Unauthorized alien* shall have the same meaning as 8 U.S.C. § 1324(h)(3). The county shall not conclude that a person is an unauthorized alien unless and until an authorized representative of the county has verified with the federal government, pursuant to United States Code Title 8, subsection 1373(c), the person's authorization to work.~~

### ~~(2) Information, education and assistance.~~

#### ~~(a) Employment of unauthorized aliens is unlawful.~~

- ~~1. Pursuant to 8 U.S.C. § 1324a, it is unlawful for a person or other entity to recruit, hire, or continue to hire any person who is an unauthorized alien for employment in the United States.~~
- ~~2. Every business or person that applies for a business license to engage in any type of work in the county shall attest under penalty of perjury, on a form designated by the county, that the licensee does not knowingly utilize the services of, engage or hire any person who is an unauthorized alien.~~
- ~~3. Upon request, the county will provide a business license applicant or licensee with information pertaining to the requirements of federal law regarding the unlawful employment of unauthorized aliens and unfair immigration-related employment practices.~~

#### ~~(b) Unlawful discrimination.~~

- ~~1. The Federal Immigration and Nationality Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended, the South Carolina Human Affairs Law, as amended, the South Carolina Unfair Trade Practices Act, as amended, among other federal and state laws and regulations prohibit employment discrimination.~~

- ~~2. Employers must treat all employees uniformly when completing employment eligibility verification documents. Employers may not set different employment eligibility verification standards for different groups of employees.~~
- ~~3. An allegation of discrimination may be filed by an individual who believes he or she is the victim of employment discrimination by contacting the appropriate state and federal agencies. The Beaufort County Business License Department provides a list of state and federal agencies authorized to accept and investigate complaints alleging employment discrimination.~~

~~(3) Enforcement.~~

~~(a) [Business license division to enforce.] The County of Beaufort Business License Division shall enforce the requirements of this section.~~

~~(b) Investigation.~~

- ~~1. An investigation will commence if an inspection or audit performed pursuant to Beaufort County Code [section 18-57](#) shows that the licensee does not meet the documentation requirements contained in 8 U.S.C. § 1324a for persons employed in Beaufort County. However, pursuant to the notice requirements provided by federal law, licensees shall be allowed three days to produce employment verification documents required under 8 C.F.R. § 274a(b)(2)(ii).~~
- ~~2. If the licensee fails to produce the required documentation to the business license division, the business licensing division will commence an enforcement action against the licensee.~~
- ~~3. If upon production and review of the required documentation, the business license division obtains verification information pursuant to 8 U.S.C. § 1373 evidencing the licensee's employment of an unauthorized alien, the business license division will notify the licensee.~~

~~(c) Notice.~~

- ~~1. Upon the commencement of an enforcement action, the business license division shall provide the licensee with written notice of the findings and notice of further action including, but not limited to, possible suspension of the licensee's business license under Beaufort County Code [section 18-62](#)~~
- ~~2. Notice shall be sent to the licensee by United States mail.~~

~~(d) Additional information.~~

- ~~1. Upon receipt of notice of the enforcement action, the licensee may submit to the business license division any additional documentation to support that the alleged unauthorized alien is authorized to work in the United States.~~
- ~~2. Licensee shall file all additional documentation with the division within 15 business days from the date of notice, unless an extension up to 45 working days is requested and granted. During this period, the licensee's business license shall remain unaltered.~~

~~(e) Suspension of license.~~

- ~~1. If upon the expiration of the period referred to in subsection (3)(d)2., the licensee fails to provide additional documentation or if the license official finds the additional documentation does not meet the requirements of 8 U.S.C. § 1324a, the licensee shall be subject to license suspension as provided in Beaufort County Code [section 18-62](#)~~
- ~~2. However, the licensee's license shall not be subject to suspension or revocation if licensee produces evidence of compliance with the safe harbor provision under 8 U.S.C. § 1324a(a)(3).~~

~~(f) Appeal. Appeal of the business license division's findings and the suspension of a license is available as provided under Beaufort County Code [section 18-63](#)~~

~~(4) Applicability and effective date.~~

~~(a) This section shall become effective on January 1, 2008.~~

~~(b) The business license division is authorized to adopt guidelines, policies and procedures to implement this section.~~

Exemptions in the business license ordinance for income from business in interstate commerce are hereby repealed. Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license ~~fee~~ tax.

**Sec. 18-70. Applicability and effective date.**

(a) This article shall become effective on January 1, 2011.

(b) The business license department is authorized to adopt guidelines, policies and procedures to implement this article.

**Sec. 18-71. Severability.**

If any part of the ordinance [codified in this article] is held by a court of competent jurisdiction be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the county council of Beaufort County, South Carolina, to pass this Ordinance No. 2014/\_\_\_ without such unconstitutional, illegal or invalid provision, and the remainder of this Ordinance No. 2014/\_\_\_ shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this Ordinance No. 2014/\_\_\_ or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

Adopted this \_\_\_ day of \_\_\_\_\_, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council  
First Reading:  
Second Reading:  
Public Hearing:  
Third and Final Reading:

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

**AN ORDINANCE AUTHORIZING THE EXECUTION AND SALE OF REAL ESTATE OWNED JOINTLY BY BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA.**

**WHEREAS**, Beaufort County and Town of Hilton Head, South Carolina, jointly own real property located on Beach City Road, which is more particularly know and described as R510-005-000-010B-0000; and

**WHEREAS**, Andre J. White and Jasmine B. White own the property as joint tenants with rights of survivorship, which is more particularly known and described as R510 005 000 010H 0000 00; and

**WHEREAS**, a paved driveway encumbers the property owned by the Town and Beaufort County access to the property owned by Andre White is over a paved driveway (“driveway”) which lies on the Town and County Property, but there is no formal easement allowing for access to the White Property over “driveway”; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution and sale of the requested property attached hereto and incorporated by reference as “Exhibit A.”; and

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

**NOW, THEREFORE**, Be it Ordained by Beaufort County Council that the County Administrator is hereby authorized to execute and sell a .075 acre portion of the property identified as TMP: R510-005-000-010B-0000 and illustrated in “Exhibit A” upon such terms and conditions as specified in “Exhibit B,” Purchase Agreement.

**DONE** this \_\_\_\_\_ day of April, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

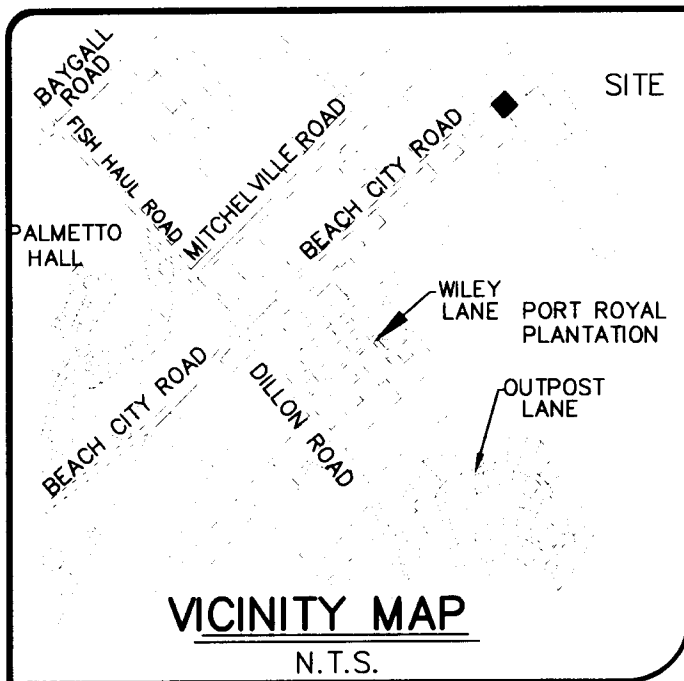
\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

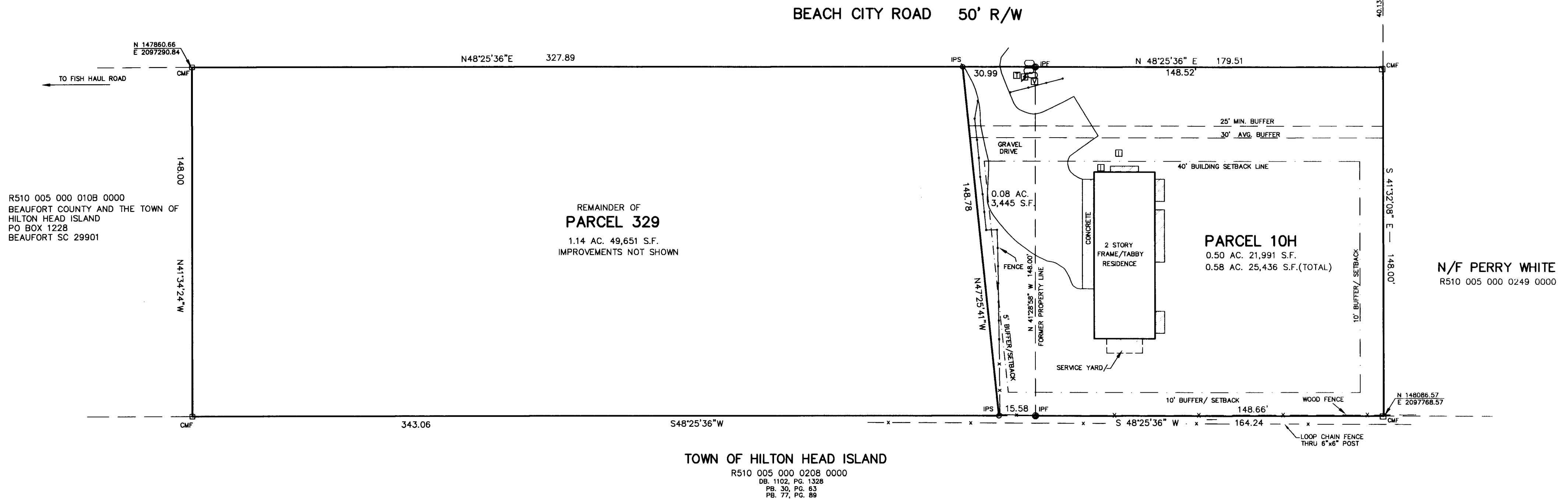
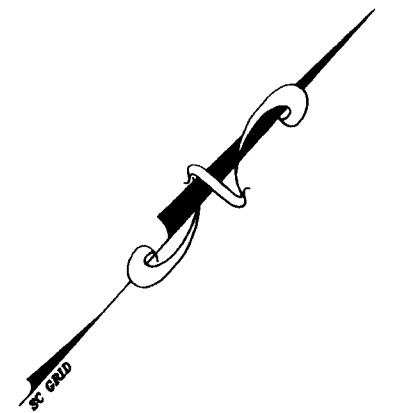
First Reading, By Title Only: March 24, 2014  
Second Reading:  
Public Hearing:  
Third and Final Reading:

Exhibit A



R510 005 000 0242 0000  
WSI II LLC  
18 CIRCLEWOOD DR  
HILTON HEAD ISLAND SC 29926

R510 005 000 0274 0000  
WHITE JOHNNY O WILLIE MAE NIKOLA  
118-77 129 ST  
JAMAICA NY 11420



- SYMBOLS**
- ⊠ - ELECTRIC TRANSFORMER
  - ⊡ - TELEPHONE SERVICE
  - ⊡ - WATER METER
  - ⊡ - VALVE BOX
  - ⊡ - IRRIGATION CONTROL VALVE
  - IPF ⊙ - 1/2" IRON PIN FOUND
  - CMF ⊠ - 3" CONCRETE MONUMENT SET

**REFERENCE PLAT**

1) A SUBDIVISION PLAT OF PARCEL 10H, BEACH CITY ROAD, HILTON HEAD ISLAND, BEAUFORT COUNTY, S.C.  
DRAWN: 9/10/07  
RECORDED IN BOOK 121, PAGE 171, DATED 9/18/07  
ROD: BEAUFORT COUNTY, SC  
BY: MARK R. RENEW S.C.R.L.S. # 25437

PROPERTY AREA PARCEL 329 = 1.14 AC. 49,651 S.F.  
PROPERTY AREA PARCEL 10H = 0.58 AC. 25,436 S.F.  
ADDRESS: # 282 BEACH CITY ROAD  
DISTRICT: 510, MAP: 5, PARCELS: 10H & 329

THIS PROPERTY LIES IN F.E.M.A. ZONE C - NO MINIMUM ELEVATION  
COMMUNITY NO. 450250, PANEL: 0009D, DATED: 9/29/86

SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

**NOTES:**

- 1). THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH BY SEA ISLAND LAND SURVEY, LLC.
- 2). THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE ROD FOR BEAUFORT COUNTY.
- 3). SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
- 4). BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
- 5). USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.
- 6). THIS PROPERTY LIES EITHER PARTIALLY OR WHOLLY WITHIN THE HILTON HEAD ISLAND AIRPORT OVERLAY DISTRICT AND IS SUBJECT TO NOISE THAT MAY BE OBJECTIONABLE.

This plat does not constitute development pursuant to the Town of Hilton Head Island, SC Land Management Ordinance Section:

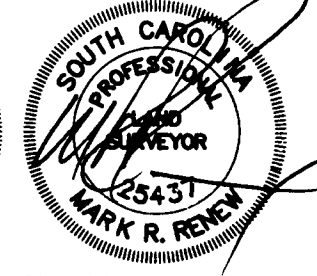
<input type="checkbox"/> 16-1-106(1)	<input type="checkbox"/> 16-1-106(4)
<input type="checkbox"/> 16-1-106(2)	<input type="checkbox"/> 16-1-106(5)
<input type="checkbox"/> 16-1-106(3)	

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Disclaimer:**  
The Town of Hilton Head Island makes an expressed declaration of policy that the public regulation of land is entirely separate from and independent of private restrictions. This approval in no way implies that the proposed development is in conformance with any restrictive covenants, private easements or deed restrictions.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



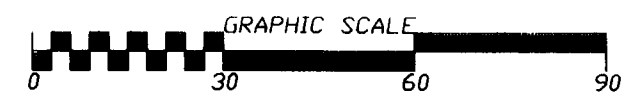
NOT VALID UNLESS EMBOSSED.

BOUNDARY RECONFIGURATION SURVEY OF:  
PARCELS 10H & 329, BEACH CITY ROAD,  
HILTON HEAD ISLAND,  
BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR: ANDRE J. WHITE, BEAUFORT  
COUNTY & THE TOWN OF HILTON HEAD ISLAND

DATE: 2/27/14

SCALE: 1" = 30'



**SILS** Sea Island Land Survey, LLC.

4D Mathews Court,  
Hilton Head Island,  
SC 29926

FILE No.: 05608/12

Tel (843) 681-3248  
Fax (843) 689-3871  
E-mail: sils@sprynet.com

DWG No.: 4-1747

## Exhibit B

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT         )

### AGREEMENT OF SALE

THIS AGREEMENT OF SALE made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between BEAUFORT COUNTY and THE TOWN OF HILTON HEAD, , political subdivisions of the State of South Carolina (the "Sellers") and ANDRE J. WHITE and JASMINE B. WHITE, as Joint Tenants with Rights of Survivorship, (the "Purchasers").

#### WITNESSETH:

WHEREAS, the parties hereto have had preliminary discussions with regard to the sale and purchase of certain property located on Hilton Head Island, Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said property.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the Seller and Purchaser agree as follows:

1. Real Property. The Seller agrees to sell and the Purchaser agrees to purchase that approximately 0.075 acre of real estate described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of Seller in and to all strips and gores and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (the "Property").
2. Consideration / Purchase Price. The purchase price of the property shall be TWENTY TWO THOUSAND AND XX/100 Dollars (\$22,000.00) (the "Purchase Price") and shall be due and payable at closing.
3. Conveyance of Real Property/Title. Title to the above described Property shall be conveyed to the Purchaser by limited warranty deed free and clear of all liens and encumbrances whatsoever except those agreed upon to be assumed by Purchaser (the "Permitted Exceptions"). Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have twenty (20) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller's election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser's notice. Purchaser shall then have five (5) days from the date of Seller's notice within which to notify Seller of Purchaser's termination of this Agreement for lack of sufficient cure to such defects. Absent Seller's receipt of notice from Purchaser within said five (5) day period, all of Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.



4. Plat. Upon execution of this Agreement, Purchaser shall at its sole cost and expense engage a surveyor licensed in South Carolina to prepare a Boundary Plat of the Property (the "Plat"), which shall be certified to Purchaser and the title insurers, if any.

5. Seller's Representations and Warranties. Seller and Purchaser agree that the property, with any and all improvements thereon, are being sold "as-is" and that the Seller makes no representations or warranties regarding the land or improvements, whatsoever.

6. Inspection Period. It is understood by the parties that this Agreement is subject to a due diligence period until \_\_\_\_\_.

7. Closing.

a) Closing. The transaction contemplated hereby shall close on or before \_\_\_\_\_ at the offices of Purchaser's attorney, or on such other date, place and/or time as the parties may mutually agree. Complete execution of the Agreement shall mean the execution by both parties with said delivery of the Agreement to occur no later than twenty-four (24) hours after the execution thereof.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the date of closing. All taxes for any years prior to 2014, if any, shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

8. Right of Access for Inspection. As described above, Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other environmental tests, or otherwise, which the Purchaser may deem necessary, at Purchaser's expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Purchaser shall survive the Closing or earlier termination of the Agreement but shall not apply to the mere discovery of existing conditions at the Property by Purchaser. Purchaser shall, at Purchaser's expense, promptly repair any damage to the Property caused by Purchaser's entry and on-site inspections and shall indemnify and hold harmless Seller for any loss, damage or claim related to Purchaser's entry.

9. Notices. Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO SELLER: Beaufort County  
Post Office Box 1228  
Beaufort, SC 29901  
Attn: Josh Gruber, Beaufort County Staff Attorney &  
Allison Coppage, Assistant Staff Attorney  
E-mail: jgruber@bcgov.net  
843-255-2059

Copy to: Thomas A. Bendle, Jr.  
Howell, Gibson & Hughes, P.A.  
PO Box 40 Beaufort, SC 29901  
E-Mail: tbendle@hghpa.com  
843-522-2400

Town of Hilton Head Island  
Post Office Box  
Hilton Head Island, SC 29928  
Attn: Steve Riley  
843-341-4600

Curtis R. Coltrane  
P.O. Drawer 6808  
Hilton Head Island, SC 29938  
843-785-5551

TO PURCHASER: Andre J. White and  
Jasmine B. White  
PO Box 23408  
Hilton Head Island, SC 29925

10. Assignment by Purchaser. Purchaser shall have the right to assign this Agreement and any and all deposits in escrow made on account of the purchase price hereunder to a related entity by giving Seller notice of such assignment (which shall include the name and address of the Assignee) together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

11. No Joint Venture. It is understood and agreed between the parties hereto that this is a contract for the sale of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is

assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

12. Seller's Delivery of Documentation. Seller shall deliver to Purchaser at or before the Closing (at such times as Purchaser may reasonably request) all of the following documents, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

a) Limited Warranty Deed. A limited warranty deed satisfactory in form and substance to counsel for Purchaser, conveying fee simple title to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions, if any, referenced herein.

13. Seller's Reservations and Contingencies.

a) Purchaser is the owner of the adjoining lot consisting of approximately .50 acres and having a DMP of: R510 005 000 010H 0000. As part of the consideration for the seller selling the subject property, Purchaser agrees to limit the uses of said adjoining lot, R510 005 000 010H 0000, to residential purposes only. Under no circumstances shall this property be used for any other purposes other than residential despite the Town of Hilton Head Island's Land Management Ordinance, any zoning designations by any governmental entity, or otherwise. As part of the consideration for the sale of the subject property, the Purchasers agree to sign covenants and restrictions to be attached to the adjoining land, R510 005 000 010H 0000, restricting the use of the land to residential purposes only, in perpetuity. Said Purchasers shall cause to have filed said covenants with the Beaufort County Register of Deeds Office as part of this transaction.

b) Purchasers agree to grant unto the Seller a First Right of Refusal to purchase the aforementioned adjoining lot, R510 005 000 010H 0000, in the event that said lot shall become available for sale or transfer. If said lot is ever transferred to a third party, Andre and Jasmine White, must obtain a waiver of Beaufort County's First Right of Refusal to proceed with that transaction. Beaufort County's Right of First Refusal shall be contained as a covenant and /or restriction in the deed prepared as part of this transaction, and shall further be memorialized in a Covenant and Restriction Document to be filed with the Beaufort County Register of Deeds Office as part of this transaction.

14. Inspection Reports. **IF INSPECTION REPORTS HAVE BEEN OBTAINED BY SELLER OR ITS REPRESENTATIVES, SAID REPORTS MAY BE PROVIDED TO SELLER'S BROKER OR PURCHASER FOR INFORMATION PURPOSES ONLY. SELLER DOES NOT AND WILL NOT WARRANT THE TRUTH OR VALIDITY OF ANY FINDINGS THAT MAY BE CONTAINED IN SUCH REPORTS. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER HAS OR WILL THOROUGHLY INSPECT AND EXAMINE THE PROPERTY PRIOR TO CLOSING. PURCHASER IS RESPONSIBLE FOR OBTAINING INSPECTION REPORTS FROM QUALIFIED PROFESSIONALS TO ASSESS THE PROPERTY.**

14. Release. Purchaser hereby releases Seller from all claims, losses, damages, liabilities, costs and expenses which Purchaser or any party related to or affiliated with Purchaser has or may have arising from or related to any matter or thing related to the physical condition of the Property, any construction defects, any errors or omissions in the design or construction of the Property, and any environmental conditions at, in, or under the Property, and Purchaser will not look to Seller or any Seller Related Party in connection with the foregoing for any redress or relief.

15. Facsimile and Other Electronic Means: The parties agree that countersigned copies of this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

IN WITNESS WHEREOF, the Seller herein has caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WITNESSES:

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

SELLER:

**BEAUFORT COUNTY**

\_\_\_\_\_  
By: Gary Kubic  
Its: County Administrator

WITNESSES:

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

SELLER:

**THE TOWN OF HILTON HEAD**

\_\_\_\_\_  
By:  
Its: Town Manager

IN WITNESS WHEREOF, the Purchaser herein has caused this Agreement to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

PURCHSER:

\_\_\_\_\_  
Andre J. White

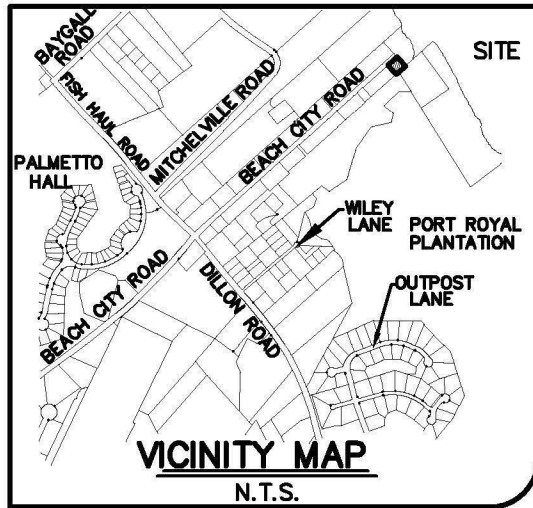
WITNESSES:

\_\_\_\_\_

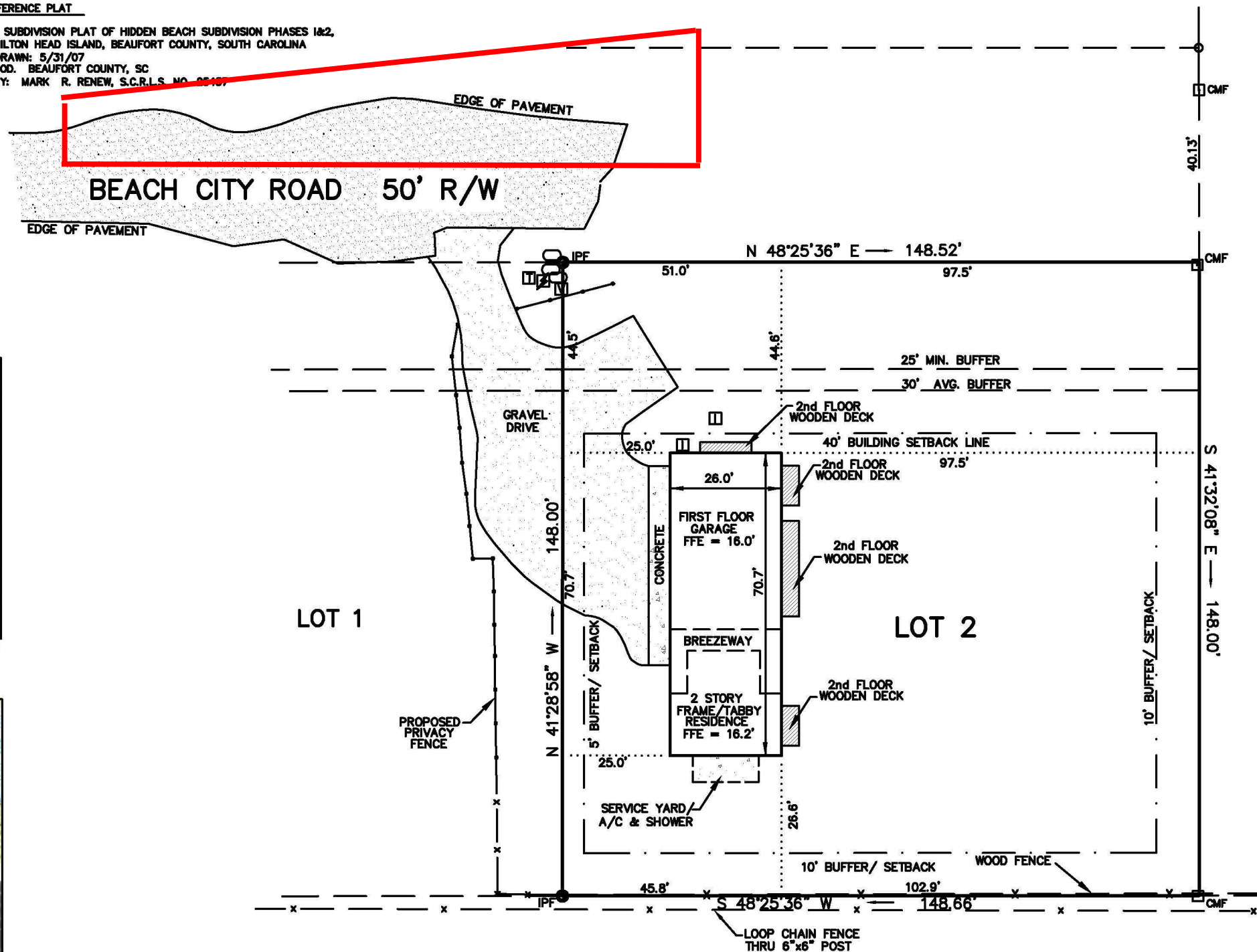
\_\_\_\_\_

PURCHSER:

\_\_\_\_\_  
Jasmine B. White



**REFERENCE PLAT**  
1) SUBDIVISION PLAT OF HIDDEN BEACH SUBDIVISION PHASES 1&2, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA  
DRAWN: 5/31/07  
ROD: BEAUFORT COUNTY, SC  
BY: MARK R. RENEW, S.C.R.L.S. NO. 25437



**SYMBOLS**

- ⊠ - ELECTRIC TRANSFORMER
- ⊞ - TELEPHONE SERVICE
- - WATER METER
- ⊞ - VALVE BOX
- ⊞ - IRRIGATION CONTROL VALVE
- IPF ⊙ - 1/2" IRON PIN FOUND
- CMF ⊞ - 3" CONCRETE MONUMENT SET

PROPERTY AREA = 0.50 Ac. (21,991 Sq. Ft.)  
ADDRESS: # 282 BEACH CITY ROAD  
DISTRICT: 510, MAP: 5, PARCEL: 10H (PARENT)

THIS PROPERTY LIES IN F.E.M.A. ZONE C  
COMMUNITY NO. 450250, PANEL: 0009D, DATED: 9/29/86  
(NO MINIMUM ELEVATION REQUIRED)

**NOTES:**

- 1). THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH BY SEA ISLAND LAND SURVEY, LLC.
- 2). THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE ROD FOR BEAUFORT COUNTY.
- 3). SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
- 4). BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY OR ARCHITECTURAL REVIEW BOARD.
- 5). USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



NOT VALID UNLESS EMBOSSED.

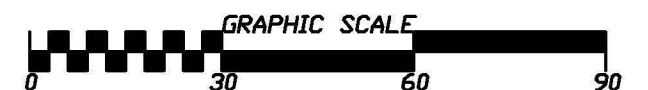
**N/F PERRY WHITE**  
R510 005 000 0249 0000

ASBUILT SURVEY OF:  
LOT 2, BEACH CITY ROAD,  
HIDDEN BEACH SUBDIVISION, HILTON HEAD ISLAND,  
BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR: WALLSTAR DEVELOPMENT CO., LLC

DATE: 12/17/07

SCALE: 1" = 30'



**SILS** Sea Island Land Survey, LLC.

4D Mathews Court,  
Hilton Head Island,  
SC 29926

Tel (843) 681-3248  
Fax (843) 689-3871  
E-mail: sils@sprynet.com

FILE No: 05608/10

DWG No.: 4-1284

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2013 /

AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND JAZ 278, LLC, A GEORGIA LIMITED LIABILITY COMPANY AUTHORIZED TO CONDUCT BUSINESS IN 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 Jaz 278, LLC, a Georgia Limited Liability Company authorized to conduct business in South Carolina.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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: October 14, 2013  
Second Reading:  
Public Hearings: March 24, 2014  
Third and Final Reading:

**Consideration of Second Reading Approval Postponed  
Until April 14, 2014 Meeting of Council**

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**WHEREAS**, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals described in Section 6-31-10 of the Act; and,

**WHEREAS**, Owner is the contract purchaser of certain adjacent tracts of real property consisting of a total of approximately sixty-six and 20/100 (66.20) acres, as more particularly described on Exhibit "A" attached hereto and made a part hereof (collectively hereinafter, the "Property"); and

**WHEREAS**, the Property is zoned Commercial Regional and is largely undeveloped, the only improvements being an eight thousand square foot (8,000 SF) building and associated parking formerly operated as a commercial printing operation and a two hundred fifty foot (250') wide utility right-of-way area containing electrical utility lines and associated infrastructure (hereinafter, the "Powerline Easement Area"); and

**WHEREAS**, Owner is planning the development of the Property as a commercial center to be known as Bluffton Gateway Commercial Center (hereinafter "Bluffton Gateway") with approximately three hundred twenty-two thousand square feet (322,000 SF) of commercial retail space, together with up to three (3) outparcels containing an additional approximate twenty thousand (20,000) square feet of commercial retail and restaurant space; and

**WHEREAS**, as provided in the May 2001 U.S. 278 Short Term Needs Study prepared by Wilbur Smith Associates for the Beaufort County Council (the "Short Term Needs Study"), Beaufort County identifies the need for road interconnectivity through the Property to the west with Sheridan Park commercial center and/or Red Cedar Street in Bluffton Park to S.C. Highway 46 to the east; and

**WHEREAS**, Beaufort County has requested and Owner has agreed to the construction generally as identified in the Short Term Needs Study of access roads to provide access to and interconnectivity to those properties adjacent to the Property, and the dedication to Beaufort County of certain road rights-of-way and road improvements on the Property in support of such interconnectivity; and

**WHEREAS**, Owner desires to modify certain aspects of the ZDSO (hereinafter defined), as more particularly described herein, to provide for and achieve the successful development of Bluffton Gateway pursuant to and as shown in a development plan (the "Development Plan") to be approved by the DRT and the SCRB (each as hereinafter defined) in accordance with the ZDSO, which Development Plan is attached hereto as Exhibit "B" and made a part hereof; and

**WHEREAS**, the ZDSO provides for commercial subdivisions in Section 106-2540; 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 to the extent the development creates new impacts; and

**WHEREAS**, Owner has agreed to the construction of road infrastructure on the Property and the dedication of rights-of-way where such road infrastructure has been or shall be constructed on the Property in partial consideration of credits against any Impact Fees due to the increase in impacts resulting from the development during the term of this Agreement; and

**WHEREAS**, the Property is subject to a Non-Responsible Party Voluntary Cleanup Agreement (the "Brownfield Voluntary Cleanup Agreement") between Owner and the South Carolina Department of Health and Environmental Control ("DHEC") pursuant to Section 44-56-710, *et seq.* of the South Carolina Code of Laws (the "Brownfield Voluntary Cleanup Program"); and

**WHEREAS**, the Brownfield Voluntary Cleanup Program provides for the exemption of certain ad valorem taxes pursuant to and as more particularly described in Section 12-37-220 (44) of the South Carolina Code of Laws (the "Brownfield Voluntary Cleanup Exemption"); and

**WHEREAS**, the Brownfield Voluntary Cleanup Exemption provides for a five (5) year exemption from certain ad valorem taxes upon the issuance of a certificate of completion by DHEC (the "DHEC Certificate of Completion") and upon the approval by resolution of the Beaufort County Council; and

**WHEREAS**, the county governing body contemplated in Section 12-37-220 (44) of the South Carolina Code of Laws is the Beaufort County Council, and Owner desires to confirm in this Agreement that the required resolution be issued by Beaufort County Council upon the issuance of the DHEC Certificate of Completion; and

**WHEREAS**, Beaufort County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

**WHEREAS**, Beaufort County finds that Owner's plan for development proposed for this Property is consistent with Beaufort County's comprehensive land use plan and shall, together with the Brownfield Voluntary Cleanup Agreement, further the health, safety, welfare and economic well being of Beaufort County and its citizens; and,

**WHEREAS**, the plan for the development of the Property presents Beaufort County with an exceptional opportunity to receive completed road infrastructure consistent with and in compliance with the

Short Term Needs Study; secures quality planning and a well-constructed commercial retail center; provides for the voluntary cleanup of an existing Brownfield; provides for the enhanced protection of the environment; and strengthens and revitalizes its tax base; and,

**WHEREAS**, this Development Agreement is being made and entered between Owner and Beaufort County, under the terms of the Act for the purpose of providing assurances to Owner that it may proceed with its development of the Property under the terms hereof, consistent with the Development Plan, without encountering future changes in law which would materially affect the ability to complete the proposed development of the Property pursuant to the Development Plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to Beaufort County.

**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 Beaufort County and Owner by entering this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, Beaufort County and Owner hereby agree as follows:

**I. INCORPORATION.**

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

**II. DEFINITIONS.**

**As used herein, the following terms mean:**

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

**“Beaufort County” or “County”** means the municipal government of Beaufort County, South Carolina.

**“Developer”** means Owner and all successors in title or lessees of Owner who undertake Development of all or any portion of the Property or who are assigned Development Rights.

**“Development”** means the same as the definition of development as set forth in the ZDSO.

**“Development Agreement Ordinance”** means all terms and conditions of this Development Agreement for Bluffton Gateway Commercial Center and all the attachments thereto, including but not being limited to the Development Plan and all narratives, applications, site development, Sign Master Plan(s), standards, exhibits and applicable ordinances as same may be hereafter amended by mutual agreement of Beaufort County and 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 is hereby approved, ratified and adopted as binding upon the Property and the parties hereto by the approval of this Development Agreement.

**“Development Fees”** means any and all road facilities development impact fees incurred in the Development of all or any portion of the Property, whether or not such road facilities or system improvements are currently identified in the County’s adopted road capital improvement plans or other adopted plans, and/or any other similar fee now existing or hereinafter adopted by Beaufort County.

**“Development Plan”** means that certain site development plan for the Property, and related material and exhibits, depicting proposed lots, buildings and other infrastructure for the Property’s proposed development, which are entitled “Development Plan”, and which constitute vested Development Rights (as hereinafter defined) under this Agreement with respect to all applicable zoning and land development requirements under the ZDSO, and which have been reviewed and approved by the County in conjunction with the approval of this Development Agreement, which Development Plan is attached hereto as Exhibit “B” and made a part hereof.

**“Development Rights”** means vested land use and the right to the Development of the Property or portions thereof, undertaken by Owner or Developers in accordance with the Development Agreement Ordinance and the ZDSO.

**“DRT”** means Beaufort County’s Development Review Team or similar planning review authorized and described in the ZDSO.

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

**“Jaz 278, LLC”** means a Georgia limited liability company authorized to conduct business in South Carolina, and its successors and assigns.



**“Owner”** means Jaz 278, LLC, a Georgia limited liability company authorized to conduct business in South Carolina, and its successors and permitted assigns.

**“Property”** means collectively those tracts of land described on Exhibit “A” attached hereto and made a part hereof.

**“SCRB”** means the Beaufort County Southern Corridor Review Board, which has given conceptual approval of the Development Plan.

**“Sign Master Plan”** means that certain signage master plan for the development of the Property as approved in this Agreement, and related materials and exhibits entitled “Sign Master Plan”, which has been approved by Beaufort County in conjunction with the approval of this Development Agreement, which Sign Master Plan is attached hereto as Exhibit “C” and made a part hereof.

**“Term”** means a period of five (5) years and an additional five (5) years, if extended as set forth in Article III of this Agreement.

**“USACE”** means United States Army Corps of Engineers.

**“ZDSO”** means the Zoning and Development Standards Ordinance of Beaufort County adopted April 26, 1999, existing as of the Effective Date and attached hereto as Exhibit “D” 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 Agreement shall commence on the Effective Date and terminate five (5) years thereafter; or, if renewed, at the end of two (2) additional five (5) year periods. During the Term, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances which would affect the ability of Owner to carry out the development approved in this Development Agreement. Further, at the end of the second 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 (i) the conveyance by Owner of any right-of-way to Beaufort County pursuant to the terms of Article XI of this Agreement, or (ii) the construction (being completed or under construction) of not less than twenty-five

percent (25%) of the total commercial building area on the Property as shown and depicted on the Development Plan.

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

The Property shall be developed in accordance with this Development Agreement. Beaufort County shall, throughout the Term, use its best efforts to maintain or cause to be maintained, a procedure for the expedited administrative processing and review of all Development on the Property as approved by the Development Agreement. All costs charged by or to Beaufort County for such reviews shall be paid by Owner or Developer, as applicable.

#### **V. CHANGES TO THE ZDSO.**

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 express prior written consent of Owner and any Developer with respect to assigned Development Rights; provided, however, 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 are: (a) not in conflict with laws governing this Agreement and do not prevent the Development approved in this Agreement; (b) essential to public health, safety or welfare, and the subsequently adopted laws expressly state that they apply to the Development of the Property; (c) specifically anticipated and provided for in the Development Agreement; (d) 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 would pose a serious health risk to the public health, safety and welfare of its citizens; or (e) the Development Agreement is based on substantially inaccurate information supplied by Owner. Owner does, for itself and its successors and assigns, and notwithstanding the ZDSO, agrees to be bound by the following:

- A.** Owner shall be required to notify Beaufort County, in writing, as and when Development Rights are transferred to any Developer. 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, and any entity acquiring Development Rights hereunder shall be subject to the requirements of Article XVIII G.

- B. Owner agrees that all Development on the Property, with the exception of irrigation and incidental maintenance facilities, shall be served by potable water and sewer prior to occupancy, except for temporary use.

## VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached hereto as Exhibit "E" and made a part hereof (the "Development Schedule"), as the same may be modified or amended by Owner or any Developer(s) in the future to reflect market conditions as determined in the sole discretion of Owner or any Developer with respect to assigned Development Rights. In accordance with the Act, the failure of Owner or any Developer with assigned Development Rights to meet the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement. The Development Schedules is a planning and forecasting tool only. The failure to meet the Development Schedule shall be judged by the totality of circumstances, including but not limited to Owner's and/or Developer's good faith efforts to attain compliance with the Development Schedule. The fact that Development of the Property may take place at a different pace, based on future market conditions, as determined in the sole reasonable discretion of Owner or any Developer with respect to assigned Development Rights, is expected and shall not be a default hereunder. Furthermore, periodic adjustments to the Development Schedule, which may be submitted to the County by Owner or Developer(s) in the future, shall not be considered a material amendment or breach of this Agreement.

## VII. COMMERCIAL DENSITY AND USE.

- A. **Commercial Density.** Development on the Property shall be limited to a maximum of 350,000 commercial square feet. Any subsequent development on the Property of additional commercial square footage resulting in an increase of more than 50 additional daily trips, shall require an updated traffic impact analysis and an amendment to the Development Agreement in accordance with Article XV. The right to fully develop or construct all of the commercial density provided herein shall be binding on Owner and the County. It being specifically understood that Owner, its successors and assigns shall have the absolute right to develop the Property to the commercial square feet of density stated herein. Owner or any Developer with respect to assigned Development Rights shall have the right to make revisions to the Development Plan for matters including, but not limited to, adjustments to the dimensions of lots and buildings so long as the same are in keeping with the character and intent of the Development Agreement Ordinance and shall be administered and approved

by the DRT, and such revisions shall not require an amendment of this Agreement pursuant to an amendment to the Development Agreement Ordinance.

- B. Use.** The Development Plan vests certain proposed land uses within the Property. The specific uses allowed for the Property shall be all those uses allowed under the Commercial Regional zoning category provided in the ZDSO as of the Effective Date of this Agreement.

#### **VIII. ACCESS.**

The Property is bounded by U.S. Highway 278 to the north and S.C. Highway 46 to the east. Access to the Property to U.S. Highway 278 and S.C. Highway 46 is approved as depicted in the Development Plan and as described herein. At such time other interconnectivity to the west is completed as approved in this Development Agreement, the Property shall have the access as shown in the Development Plan.

#### **IX. EFFECT OF FUTURE LAWS.**

Owner and Developer(s) shall have vested rights to undertake Development of any portion or all of the Property in accordance with the Development Agreement Ordinance. Future enactments of, or changes or amendments to Beaufort County ordinances, including the ZDSO, shall not apply to the Property unless the same are adopted in accordance with Article V of this Development Agreement or unless Owner and any Developer(s) consent to such enactment, change or amendment.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present standard building, housing, electrical, plumbing or gas codes or future codes in compliance with Section 6-31-160 of the Act, or any tax or fee of general application throughout Beaufort County. No future development and/or aid to construction, impact fees or special assessments shall apply to the Property without the consent of Owner.

#### **X. INFRASTRUCTURE AND SERVICES.**

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

- A. Private Roads.** Except for those rights-of-way to be dedicated to Beaufort County as provided in this Agreement, any roads proposed to be constructed within the Property shall

be constructed by Owner, and maintained by it, or dedicated for maintenance to other appropriate entities. Except for those rights-of-way to be dedicated to Beaufort County as provided in this Agreement, Beaufort County shall not be responsible for the construction or maintenance of any roads within the Property, unless Beaufort County specifically agrees to do so in the future.

**B. Public Roads.**

- (i) The Property shall be served by direct access to U.S. Highway 278 and S.C. Highway 46 as shown on the Development Plan.
- (ii) The location of public access points to the Property, median cuts in the right-of-way, and signage shall be as set forth in the Development Plan.

**C. Potable Water.** Potable water shall be supplied to the Property by Jasper/Beaufort Water and Sewer Authority ("BJWSA"). Owner, to the extent necessary and not currently existing, shall construct or cause to be constructed all necessary water service infrastructure within the Property, which shall be owned and maintained by Owner or BJWSA. Owner shall be responsible for all financial arrangements with BJWSA with respect to the cost of construction, ownership and maintenance of all potable water and potable water utility infrastructure on the Property. An intent to serve letter from BJWSA is attached hereto as Exhibit "F" and made a part hereof.

**D. Sewage Treatment and Disposal.** Sewage treatment and disposal shall be provided by BJWSA. Owner, to the extent necessary and not currently existing, shall construct or cause to be constructed all necessary sanitary sewer service infrastructure within the Property, which shall be owned and maintained by Owner or BJWSA. Owner shall be responsible for all financial arrangements with BJWSA with respect to the cost of construction, ownership and maintenance of all sanitary sewer discharge and sanitary sewer utility infrastructure on the Property. An intent to serve letter from BJWSA is attached hereto as Exhibit "F" and made a part hereof.

**E. Stormwater Treatment and Disposal.** Stormwater treatment and disposal shall be in accordance with the ZDSO and the terms of this Agreement.

**F. Other Services / Future Agreements.** Development within the Property shall be served and entitled to any and all Beaufort County services, such as fire protection and police

protection, provided to other property within Beaufort County, with the understanding that the Property, except as otherwise herein provided, shall be subject to all Beaufort County taxes of universal application, as well as any special service district taxes which may apply to all other existing properties and development within the area, such as Fire District millage rates. Normal service shall be considered vested as a matter of right within this Property, on the same basis as all other property in Beaufort County.

**XI. SYSTEM IMPROVEMENTS, CONVEYANCES, CREDITS AND CONTRIBUTIONS.**

In addition to all other covenants, conditions and agreements set forth in this Agreement, the following are hereby agreed upon by the parties:

**A. Rights-of-Way.**

(i) **Southern Connector Road.** Owner shall transfer to Beaufort County that certain parcel of real property shown and depicted as the "Southern Connector Road" on the Development Plan, which may be combined with other real property obtained by Beaufort County for the construction of a public right-of-way providing access to and through the Property from the west as generally depicted in the Development Plan. The parties acknowledge and agree that for the sole purpose of valuation of credits against Development Fees as described in this Article XI and for no other purpose, the value of the Southern Connector Road, standing alone and not as part of the entire Property, shall be at Owner's option, either:

- (a) one hundred percent (100%) of the most recent assessed value for such land, as shown in the County Assessor's records, or
- (b) the fair market value of the land established by a private appraiser acceptable to the County in an appraisal paid for by the Owner.

Together with credits for other system improvements, Owner and Developer(s) shall be entitled to credits for any and all Development Fees which may become payable with respect to the Property up to the total amount of the Southern Connector Road Land Value. Beaufort County agrees that it shall use best efforts to obtain property for and complete the construction of the portions of the right-of-way not located on this Property which connect to the Southern Connector Road to the west. The conveyance document which conveys title to the Southern Connector Road shall be



subject to a restrictive covenant that prohibits the use by Beaufort County of the Southern Connector Road for any use other than for a right-of-way for vehicular and pedestrian traffic and/or utility services and infrastructure.

(ii) **Sheridan Park and U.S. Highway 278 Interconnectivity and Access.** Owner shall transfer to Beaufort County that certain parcel of real property shown and depicted on the Development Plan as the "Sheridan Park/U.S. 278 Connector Road", which may be combined with other real property obtained by Beaufort County for the construction of a connector road right-of-way with the Sheridan Park commercial center to the west of the Property, and to provide access to U.S. Highway 278, each as generally depicted in Development Plan. The parties acknowledge and agree that for the sole purpose of valuation of credits against Development Fees as described in this Article XI and for no other purpose, the value of the Sheridan Park/U.S. 278 Connector Road, standing alone and not as part of the entire Property, shall be at Owner's option, either:

- (a) one hundred percent (100%) of the most recent assessed value for such land, as shown in the County Assessor's records, or
- (b) the fair market value of the land established by a private appraiser acceptable to the County in an appraisal paid for by the Owner.

Together with credits for other system improvements, Owner and Developer(s) shall be entitled to credits for any and all Development Fees which may become payable with respect to the Property up to the total amount of the Sheridan Park/U.S. 278 Connector Road Value. Beaufort County agrees that it shall use best efforts to obtain real property for and complete construction of portions of the right-of-way not located on the Property which connect to the Sheridan Park/U.S. 278 Connector Road to the west. Notwithstanding anything else contained herein, the failure by the County to obtain real property for and complete construction of those portions of the right-of-way not located on the Property shall not waive, cancel or terminate its obligation to accept those rights-of-way constructed on the Property, as approved and contemplated by this Agreement. The conveyance of the document which conveys title to the Sheridan Park/U.S. 278 Connector Road shall be subject to a

restrictive covenant that prohibits the use of the Sheridan Park/U.S. 278 Connector Road for any use other than for a right-of-way.

- (iii) **Conveyances.** The portions of the Southern Connector Road and the Sheridan Park/U.S. 278 Connector Road located on the Property (collectively sometimes referred to herein as the "Road Rights-of-Way") shall be conveyed to Beaufort County by fee simple title and shall be subject to all matters of record and the restrictive covenants described herein on or after the date on which the adoption of the Development Plan and this Development Agreement become final and unappealable (or if appealed such appeal has been resolved in a manner satisfactory to Owner in its sole discretion).

**B. Road Facilities Improvements – Design and Construction.**

- (i) **Roads.** Owner agrees to construct or pay the cost to construct the road infrastructure upon the Road Rights-of-Way (the "Road Rights-of-Way Construction") to County road construction standards, such Road Rights-of-Way shown and depicted on the Development Plan. Owner and Developer(s) shall also be entitled to credits against Development Fees based on the cost of the design, engineering and construction of the Road Rights-of-Way. The value of the credit for the Road Rights-of-Way Construction shall be equal to the cost based on complete engineering drawings, specifications, and actual construction costs or estimates submitted by Owner to the County. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner alternative engineering or construction cost estimates. If the alternative engineering or construction cost estimates submitted by the County are deemed by Owner to be inaccurate or unreliable, a third party engineer, acceptable in the reasonable discretion of both the County and Owner, shall be hired at Owner's and County's shared expense to develop alternative engineering or construction cost estimates (the "Road Rights-of-Way Construction Value"). Owner and Developer(s) shall be entitled to credits against Development Fees based on the Road Rights-of-Way Construction, which may be payable with respect to the Property up to the total amount of the Road Rights-of-Way Construction Value.

- (ii) **S.C. Highway 46 Intersection.** The Development Plan contemplates improvements to S.C. Highway 46, including construction of a fully signalized intersection. The value of the credit for the construction of road improvements to the S.C. Highway 46 Intersection shall be equal to the cost based on complete engineering drawings, specifications, and actual construction costs or estimates submitted by Owner to the County. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner alternative engineering or construction cost estimates. If the alternative engineering or construction cost estimates submitted by the County are deemed by Owner to be inaccurate or unreliable, a third party engineer, acceptable in the reasonable discretion of both the County and Owner, shall be hired at Owner's and County's shared expense to develop alternative engineering or construction cost estimates (the "S.C. Highway 46 Intersection Improvement Value"). Owner and Developer(s) shall be entitled to credits against Development Fees based on the cost of the design, engineering and construction of the S.C. Highway 46 Intersection, which may be payable with respect to the Property up to the total amount of the S.C. Highway 46 Intersection Improvement Value.
- (iii) **S.C. Highway 46 and U.S. 278 Intersection Improvements.** The Development Plan contemplates improvements to the S.C. Highway 46 and U.S. 278 intersection, including modifying signalization and construction of dedicated turn lanes. The value of the credit for the construction of the S.C. Highway 46 and U.S. 278 intersection improvements shall be equal to the cost based on complete engineering drawings, specifications, and actual construction costs or estimates submitted by Owner to the County. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner alternative engineering or construction cost estimates. If the alternative engineering or construction cost estimates submitted by the County are deemed by Owner to be inaccurate or unreliable, a third party engineer, acceptable in the reasonable discretion of both the County and Owner, shall be hired at Owner's and County's shared expense to develop alternative engineering or construction cost estimates (the "S.C. Highway 46/U.S. 278 Intersection Improvements Value"). Owner and Developer(s) shall be entitled to credits for any and all Development Fees which

may become payable with respect to the Property up to the total amount of the S.C. Highway 46/Highway 278 Intersection Improvements Value.

C. **Signage.**

- (i) **Public.** As shown and depicted on the Development Plan, Owner has reserved a portion of the Property for the location of a public signage feature for Beaufort County and/or the Town of Bluffton (the "Public Sign Area"). Owner shall grant an easement in favor of Beaufort County and/or the Town of Bluffton for access to construct, repair, and maintain the signage constructed within the Public Sign Area, if any. Any signage constructed within the Public Sign Area shall be subject to the ZDSO. The signage constructed within the Public Sign Area shall exist for public signage only and shall be neither counted against nor included in the calculations for permitted private signage for the Property.
- (ii) **Private.** Private signage for the Property shall be governed by a Sign Master Plan, attached hereto as Exhibit "C" and made a part hereof, which depicts three (3) monument signs at the signalized access points to the Property from S.C. Highway 46 and the access to U.S. Highway 278, and one at the intersection of U.S. Highway 278 and S.C. Highway 46. Beaufort County acknowledges and agrees that Owner shall be permitted to construct up to four (4) monument signs, not to exceed the maximum combined total of two hundred forty square feet (240 SF), in accordance with Section 106-3173 of the ZDSO, at the locations shown on the Sign Master Plan with size, color, design and architectural elements which are depicted in the Sign Master Plan. Furthermore, the structure shown as "Retail Store #2" in the Development Plan shall be permitted for one hundred sixty square feet (160 SF) of building signage upon Owner's or Developer's dedication of the Southern Connector Road in accordance with this Agreement. The Sign Master Plan has been approved by the DRT and the SCRB, and is approved by Beaufort County in conjunction with the approval of this Development Agreement.

- D. **Brownfield Voluntary Cleanup Exemption.** The County agrees that upon the issuance of the DHEC Certificate of Completion for the Brownfield Voluntary Cleanup Program, it shall authorize and approve by resolution the exemption of the Property from ad valorem taxes for the period of time described in accordance with Section 12-37-220 (44) of the

South Carolina Code of Laws. The dollar amount of the exemption shall be limited to the actual cost of the Brownfield Voluntary Cleanup Program, which cost shall include but not be limited to Owner's legal, engineering and environmental consultants' costs and fees, as well as the actual cost of construction, remediation and testing required to obtain the DHEC Certificate of Completion. The exemption shall be in the form of a refund by the County to the Owner within ninety (90) days of the County's receipt of: (i) payment in full of all ad valorem taxes due for the Property; (ii) an itemized list with evidence of Owner's payment for the legal, engineering and environmental consultants' costs and fees incurred for permitting and the actual cost of demolition, construction, remediation and testing required to secure the DHEC Certificate of Completion; and (iii) a certified copy of the DHEC Certificate of Completion.

**E. U.S. Highway 278 Beautification Fee.** Owner agrees to a payment of a U.S. Highway 278 beautification fee in an amount equal to the annual cost to maintain the U.S. Highway 278 Right-of-Way landscaping fronting the Property for six (6) years.

**F. No Other Dedications or Conveyances.** Except with respect to the dedications and/or conveyances of the properties referred to in this Article XI , no other dedications or conveyances of lands for public facilities shall be required in connection with the Development of the Property.

**G. Development Fees.**

(i) Beaufort County acknowledges that in partial consideration of the conveyance of the Rights-of-Way and the cost of the Road Facilities Improvements thereon as described in Article XI A and XI B herein (collectively herein the "System Improvements") and notwithstanding any provision to the contrary contained within this Agreement, Owner shall receive a credit against the cost of any and all Development Fees up to the total value of the System Improvements.

(ii) Beaufort County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction permit and not otherwise contemplated hereunder.



- (iii) The Development Fees are vested for the entire Property and no other Development Fee or obligation regarding Development is imposed in connection with the Property.

H. **Stormwater Management Plan.** The Southern Connector Road shall be dedicated and accepted as a County Road as provided in this Article XI. Accordingly, the Southern Connector Road shall not be included in calculations for the effective impervious area for the stormwater management plan prepared for the permitting and the Development of the Property contemplated in this Agreement (the "Stormwater Management Plan"). Furthermore, so long as the Stormwater Management Plan meets the nutrient degradation and detention requirements of the ZDSO, as determined by the County engineer, the goal to achieve a maximum of ten percent (10%) overall effective impervious area ratio shall be increased to twenty percent (20%).

I. **Vested Rights.** Beaufort County agrees that the Property is approved and fully vested for intensity, commercial density, Development Fees, uses and height, setbacks, parking and signage as set forth in the Development Plan and the Development Agreement Ordinance, and shall not have any obligations for on or off site transportation or other facilities or improvements other than as specifically provided in Article XI of this Agreement, but shall adhere to the Development Plan and the Sign Master Plan. Beaufort County shall not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner shall have the right to challenge.

## XII. PERMITTING PROCEDURES.

- A. Beaufort County agrees that Owner shall have the unlimited right to phase the development of the Property in accordance with the Development Schedule.
- B. Beaufort County agrees to use its best efforts to review in an expeditious manner all land use changes, land development applications, plats and subdivisions in accordance with applicable ordinances as modified by this Agreement for the Development of the Property. Owner may submit these items for concurrent review with Beaufort County and other governmental authorities. If the off-site USACE permits for interconnecting roads are not in place prior to DRT final approval, then Owner may proceed with on-site construction of the



Bluffton Gateway Commercial Center and provide a cash bond to insure construction of the Road Rights-of-Way once the USACE permits are obtained.

### **XIII. OWNER ENTITLEMENTS.**

Beaufort County acknowledges that Owner is vested with the following items:

- A. **Setbacks and Buffers.** Beaufort County agrees that the Property is vested and that the lot lines (which may be modified in accordance with Article VII A hereof), dimensions and location of setbacks and buffers shown and described in the Development Plan, as amended from time to time in accordance with this Agreement, are approved. Specifically, the County agrees to the modification of the buffers and setbacks approved in this Agreement.
- B. **Access.** Beaufort County hereby approves the location of traffic signals, and curb and median cuts for access to the Property as shown in the Development Plan, subject to SCDOT permitting and approval, if any.
- C. **External Setbacks and Buffers.**
  - (i) As depicted in the Development Plan, the fifty foot (50') buffer described and required by the ZDSO shall be modified to allow landscaping in a twenty-five foot (25') portion of the perimeter buffer for the Property as described in this Article XIII C. Owner shall be authorized to install and maintain landscaping in the twenty-five foot (25') area between the U.S. Highway 278 Right-of-Way, the S.C. Highway 46 Right-of-Way and the balance of the buffer. The intent being that the first twenty-five feet (25') of the fifty foot (50') buffer shall be landscaped and maintained. Such landscaping may be manicured grass lawns or other installed landscape materials determined in the sole discretion of Owner or any Developer assigned Development Rights hereunder. The second twenty-five foot (25') portion of the buffer shall be left as a buffer, as that term is described and contemplated in the ZDSO. The resulting combined fifty foot (50') area fronting the U.S. Highway 278 Right-of-Way and S.C. Highway 46 Right-of-Way shall have a landscaped lawn and planting area of twenty-five feet (25') in width and a natural buffer of twenty-five feet (25').
  - (ii) Furthermore, and as also depicted in the Development Plan, and notwithstanding anything contained herein or in the ZDSO, the buffer and setback along the southern

boundary of the Property shall be reduced to zero feet (0') in areas where the existence of drainage ditches or issues relating to the powerline utility infrastructure and access make the requirement of a buffer impractical. In such areas, the screening fence described in and shown in the Development Plan may be required.

- (iii) The landscaping, buffers and fencing described in this Article XIII C shall be exempt from the Corridor Review Standards that are described in and required by the ZDSO.

- D. **Signage.** Owner shall be entitled to all signage depicted and described in the Sign Master Plan.
- E. **Danger Tree Fall Area.** Beaufort County acknowledges and agrees that any Development within the Powerline Easement Area shall be subject to restrictions on landscaping, which shall prohibit installation, planting or the existence of trees or structures that exceed certain height limitations imposed by applicable utility companies and agencies with jurisdiction over the Powerline Easement Area.
- F. **Other Services.** Beaufort County services, including, but not limited to, police, fire, and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within Beaufort County. In the event Owner requires enhanced services beyond that which is routinely provided within Beaufort County, then Beaufort County agrees that upon the written request of Owner, it shall negotiate in good faith with Owner to provide such enhanced services to the Property.
- G. **Recycling.** Owner agrees to use its best efforts to require its tenants, purchasers, Developers or secondary Developers to maintain a recycling program on the Property consistent with Beaufort County law and fees regarding recycling. Solid waste collection shall be provided to the Property on the same basis as is provided to other residents and businesses within Beaufort County.
- H. **Lawful Employment.** Owner and Beaufort County recognize the importance of having legal workers only performing construction and other work on the Property. Owner agrees to comply with current Beaufort County and State laws and use its best reasonable efforts to require all of its contractors and subcontractors to comply with the same.

- I. **Wetlands Crossings.** The two (2) wetlands crossings and associated infrastructures depicted in the Development Plan and shown in the approval letter from the U.S. Army Corp. of Engineers dated December 13, 2013 (the "ACOE Permit"), which ACOE Permit permits the wetlands crossings, shall be exempt from the requirements of the ZDSO. Accordingly, no special use permit or other requirement of the ZDSO or other Beaufort County Ordinance shall be required for the wetlands crossings and pipes or associated infrastructure shown in or contemplated by the Development Plan and/or the ACOE Permit, and such wetlands crossings are hereby approved by Beaufort County in this Development Agreement.

#### XIV. DEFAULTS.

The failure of Owner or Beaufort 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 no termination of this Development Agreement may be declared by Beaufort County absent affording Owner and any applicable 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 Beaufort County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Development Agreement Ordinance or the ZDSO. Owner, or its designee, shall meet with Beaufort County, or its designee, at least once per year, at a time reasonably agreeable to the parties, during the Term of this Agreement to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. Owner, or its designee, shall be required to provide such information as may reasonably be requested, to include, but not be limited to, commercial square footage completed, and any relevant information regarding the Development. This compliance review shall be in addition to, and not in lieu of, any other reporting or filing required by this Agreement, if any. If, as a result of a compliance review, Beaufort County determines that Owner has committed a material breach of the terms of this Development Agreement, Beaufort County shall serve such party in writing notice of such breach pursuant to the procedures set forth in Section 6-31-90 (B) of the Act, affording the breaching party the opportunity to respond as set forth in Section 6-31-90 (C) of said Act.

#### XV. MODIFICATION OF AGREEMENT.

This Development Agreement may be modified or amended only by the written agreement of Beaufort County and 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.

#### **XVI. 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 at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and 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 tenth (10th) 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 shall be addressed as follows:

To Beaufort County:	Office of Beaufort County Administrator 100 Ribaut Road Room 156 Beaufort, SC 29902
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With Copy To:	Joshua A. Gruber, Esquire Beaufort County Legal Department P.O. Box 1228 Beaufort, SC 29901-1228
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And to Owner:	Jaz 278, LLC c/o Jaz Management, LLC 4060 Peachtree Road, D-287 Atlanta, GA 30319
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With Copy To:	Walter J. Nester, III McNair Law Firm, P.A. 23-B Shelter Cove Lane, Suite 400 Hilton Head Island, SC 29928
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#### **XVII. ENFORCEMENT.**

Any party hereto shall have the right to enforce the terms, provisions and conditions of the Agreement by any remedies available at law or in equity, including specific performance, and the right to recover reasonable, actual attorney's fees and costs associated with said enforcement.

#### **XVIII. GENERAL.**

- A. **Subsequent Laws.** In the event 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 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 Laws, or court decision, Owner and any Developer with respect to assigned Rights and Beaufort County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Laws would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, Beaufort 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, Owner and any Developer with respect to assigned Rights, and Beaufort 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.** Beaufort County and Owner 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, identifying the amendments,
  - (iii) whether, to the knowledge of such 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 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 Beaufort County and Owner 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 Beaufort County and Owner 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. **Successors and Assigns.**
- (i) **Binding Effect.** This Agreement shall be binding upon Owner's successors and assigns in the ownership or Development of any portion of the Property. Except for Owner's continuing obligation as specifically stated in Article XVIII G (ii) (1) and G (iii) below, a purchaser or a party acquiring title to any portion of the Property or a party to whom Owner assigns Development Rights with respect to any portion of the Property (herein collectively referred to as a "Transferee") shall, during the Term of this Agreement, be solely responsible for the performance of Owner's obligations and entitled to the assigned Development Rights under this Development Agreement applicable to the portion of the Property transferred, or for which Development Rights are transferred. Each Transferee shall be required to execute a written acknowledgement assuming Owner's obligations under this Agreement, which are directly applicable to such portion of the Property. Such acknowledgment shall be in the form provided in Exhibit "G" attached hereto and made a part hereof (the "Notice of Transfer"), and provided to Beaufort County at the time of recording any instrument transferring title, and development rights, of the Property or any portion of the Property. This Section shall not be construed to prevent Owner from obtaining indemnification of liability to Beaufort County from Transferees. Except



as specifically set forth in Article XVIII G (ii)(1) and G (iii) below, upon transfer to a Transferee, Owner shall be released of all obligations assumed by such Transferee.

(ii) **Transfer of all of the Property.** Owner shall be entitled to transfer the Parent Parcel (i.e. all of the Property save and except the Road Rights-of-Way, the "Parent Parcel" ) to a Transferee subject to the following requirements:

(1) **Owner Obligations.** Notwithstanding Owner's right to transfer title and development rights provided in this Article XVIII G (ii) (1), Owner shall remain obligated to construct the road facilities upon and convey to Beaufort County the Road Rights-of-Way contemplated in Article XI of this Agreement. If such construction and conveyance has not occurred prior to the time of transfer of the Parent Parcel then, in such event, Owner may satisfy its obligations with respect to Owner Obligations by providing, or causing to be provided, a letter of credit, bond or other commercially acceptable form of security in an amount equal to 125% of the estimated cost for completion of such installation and/or construction.

(2) **Notification to County.** When Owner transfers the Parent Parcel to a Transferee, Owner shall be responsible for delivering, or causing to be delivered, to Beaufort County the Notice of Transfer together with the name, address, telephone number, facsimile number, and contact person for the Transferee.

(3) **Assignment of Development Rights.** Any and all conveyances of the Parent Parcel to a Transferee shall be by a recordable instrument with a covenant running with the land expressly stating the precise number of commercial square footage being assigned to the Transferee.

(iii) **Transfer of any Portion of the Property.** Owner shall have the right and the obligation to transfer the rights-of-way in accordance with Article XI hereof. Owner shall also have the right to transfer any portion of the Property to a Transferee in accordance with the requirements for transfer described for Article XVIII G (ii); provided however, upon any such transfer of a portion of the Property Owner shall (i) continue to be liable for Owner's Obligations so long as Owner owns the Parent Parcel, (ii) delivers, or causes to be delivered, to County a Notice of Transfer

together with the name, address, telephone number, facsimile number, and contact person for the Transferee, and (iii) the transfer to a Transferee shall be by a recordable instrument with a covenant running with the land expressly stating the precise number of commercial square footage of density being assigned to the Transferee, which assigned number shall reduce Owner's number of commercial square footage of density provided for herein. The requirements of this Article XVIII G (iii) shall not apply to purchasers of lots or parcels within the Property unless such purchasers are assigned Development Rights approved by this Development Agreement.

(iv) **Mortgage Lenders.** Notwithstanding anything to the contrary contained herein, the requirements to transfer contained in Article XVIII G. concerning successors and assigns shall apply: (i) to any mortgage lender upon acquiring title to the Property or any portion thereof, either as a result of foreclosure of mortgage secured by any portion of the Property or to any other transfer in lieu of foreclosure; (ii) to any third-party purchaser at such foreclosure; or (iii) to any third-party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property. Nothing contained herein shall prevent, hinder, or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser.

H. **Assignment.** Subject to the notification provisions hereof, Owner may assign its rights and responsibilities hereunder to subsequent land owners and Developers.

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

J. **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.

K. **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.

- L. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict Beaufort County's right and power of eminent domain under the laws of the State of South Carolina.
- M. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by Beaufort County, Owner, Developers and Lessees. No other persons shall have any rights hereunder.
- N. **Attorneys' Fees and Costs.** Each party to this Agreement agrees to pay their own fees and costs incurred by them.

**XIX. STATEMENT OF REQUIRED PROVISIONS.**

- A. **Specific Statements.** The Act requires that a development agreement must 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:
  - (i) **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in Exhibit "A" attached hereto and made a part hereof. The present legal owner of the Property is Georgia McCulloch and PAHH Development, LLC.
  - (ii) **Duration of Agreement.** The duration of this Agreement is five (5) years unless extended pursuant to Article III hereof.
  - (iii) **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development-related standards, are contained in the Development Agreement Ordinance.
  - (iv) **Required Public Facilities.** The utility service available to the Property is described in Article X. The mandatory procedures of the Development Agreement Ordinance will ensure availability of public access and utilities to serve the Property.

- (v) **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.**  
The Development Agreement Ordinance contains provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws shall be complied with, except as otherwise set forth herein and in the Development Plan.
- (vi) **Local Development Permits.** The Development standards for the Property shall be as set forth in the Development Agreement Ordinance. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Development Agreement Ordinance. Building Permits must be obtained under applicable law for any construction. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided in the Development Agreement Ordinance.
- (vii) **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Development Agreement Ordinance, is consistent with the Comprehensive Plan and with current development regulations of Beaufort County, South Carolina.
- (viii) **Terms for Public Health, Safety and Welfare.** The Council for Beaufort County finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of the Development Agreement Ordinance and existing laws.
- (ix) **Historical Structures.** No historical structures or features are present on the Property and therefore no specific terms relating to historical structures are pertinent to this Development Agreement.

*[Signatures on following pages]*

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

OWNER:

Jaz 278, LLC

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

\_\_\_\_\_  
By: Jaz Management, LLC  
Its: Manager

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

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State and County stated below, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document in the capacity indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

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

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

STATE OF SOUTH CAROLINA. )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of Beaufort County, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



## EXHIBIT "A"

### **Property Description**

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 56.407 acres, more or less, as shown on a survey entitled "Boundary Survey prepared for JAZ Development, LLC, U.S. Hwy 278 and S.C. Hwy 46" dated August 14, 2012, last revised November 20, 2012, prepared by Andrews & Burgess Inc., bearing the seal and certification of Gary Blair Burgess, SCPLS # 15229, recorded in the Beaufort County Records in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, more particularly described as follows:

Commencing at a 3"x3" concrete monument found near the intersection of the southern right of way of Fording Island Road (U.S. Hwy 278) (R/W varies) and the western right of way of Bluffton Road (S.C. Hwy 46) (R/W varies). Thence S 22°50'20" E a distance of 60.98 feet to an iron pin set. Thence S 04°32'32" W a distance of 80.26 feet to an iron pin set. Thence S 09°48'01" W a distance of 115.26 feet to an iron pin set. Thence S 09°04'47" W a distance of 33.39 feet to an iron pin set. Thence S 09°04'47" W a distance of 186.98 feet to an iron pin set. Thence S 10°27'49" W a distance of 275.00 feet to an iron pin set. Thence S 07°36'05" W a distance of 200.25 feet to an iron pin set. Thence S 10°27'49" W a distance of 183.90 feet to an iron pin set. Thence N 54°19'53" W a distance of 437.94 feet to an iron pin set. Thence S 35°27'44" W a distance of 401.63 feet to an iron pin found. Thence S 54°34'34" E a distance of 603.91 feet to an iron pin set. Thence S 15°47'18" W a distance of 64.75 feet to an iron pin set. Thence N 78°37'41" a distance of 218.41 feet to an iron pin set. Thence S 54°34'34" E a distance of 122.68 feet to an iron pipe found. Thence N 78°54'34" W a distance of 644.15 feet to a concrete monument found. Thence S 10°43'33" W a distance of 105.10 feet to an iron pin found. Thence N 80°43'05" W a distance of 864.03 feet to an iron pin set. Thence N 10°53'44" E a distance of 1,640.67 feet to a concrete monument found. Thence S 75°43'07" E a distance of 367.43 feet to a concrete monument found. Thence S 75°42'58" E a distance of 403.34 feet to a concrete monument found. Thence N 11°36'22" E a distance of 804.68 feet to a concrete monument found. Thence S 42°59'43" E a distance of 322.98 feet to a concrete monument found. Thence S 37°19'02" E a distance of 56.29 feet to a concrete monument found. Thence S 37°20'26" E a distance of 44.21 feet to a concrete monument found. Thence S 43°02'22" E a distance of 341.20 feet to a concrete monument found being the point of curvature of a tangent curve. Turning to the right, having a radius of 2,864.64 feet a delta angle of 3°45'40" and a chord length of 188.01 feet bearing S 41°09'01" E. Thence proceed along the arc of said curve 188.05 feet to a 3"x3" concrete monument found. Said point being the point of beginning.

LESS AND EXCEPT that portion of property shown on the above referenced survey as South Carolina Public Service Authority rights-of-way containing 4.958 acres, more or less, further described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 3.48 acres, more or less, as shown on a Plat entitled "Plat Showing Property to be acquired by the South Carolina Ports Authority from Malcolm Johnson" dated January 19, 1970, prepared by Davis & Floyd Engrs. Inc., bearing the seal and certification of Phil R. Floyd, SCRLS # 1573, recorded in the Beaufort County Records in Plat Book 18 at Page 73.

AND ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, shown as Parcel A on a Plat entitled "South Carolina Electric & Gas Co. for Hardeeville – Bluffton 115 K.V. Line Property in Beaufort County about to be conveyed from Malcolm Johnson to the South Carolina State Ports Authority" dated June 1976, last revised August 10, 1976, prepared by and bearing the seal and certification of Edward F. Owens, SCRLS # 2211, recorded in the Beaufort County Records in Plat Book 25 at Page 75.

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 4.829 acres, more or less, as shown on a survey entitled "Boundary Survey prepared for JAZ Development, LLC, U.S. Hwy 278 and S.C. Hwy 46" dated August 14, 2012, last revised November 20, 2012, prepared by Andrews & Burgess Inc., bearing the seal and certification of Gary Blair Burgess, SCPLS # 15229, recorded in the Beaufort County Records in Plat Book \_\_\_\_ at Page \_\_\_\_, more particularly described as follows:

Commencing at a 3"x3" concrete monument found near the intersection of the southern right of way of Fording Island Road (U.S. Hwy 278) (R/W varies) and the western right of way of Bluffton Road (S.C. Hwy 46) (R/W varies). Thence S 22°50'20" E a distance of 60.98 feet to an iron pin set. Thence S 04°32'32" W a distance of 80.26 feet to an iron pin set. Thence S 09°48'01" W a distance of 115.26 feet to an iron pin set. Thence S 09°04'47" W a distance of 33.39 feet to an iron pin set. Thence S 09°04'47" W a distance of 186.98 feet to an iron pin set. Thence S 10°27'49" W a distance of 275.00 feet to an iron pin set. Thence S 07°36'05" W a distance of 200.25 feet to an iron pin set. Thence S 10°27'49" W a distance of 183.90 feet to an iron pin set. Said point being the point of beginning. Thence S 10°27'49" W a distance of 58.99 feet to an iron pin set being the point of curvature of a tangent curve. Turning to the right, having a radius of 3,769.72 feet a delta angle of

5°19'29" and a chord length of 350.21 feet bearing S 13°07'34" W. Thence proceed along the arc of said curve 350.33 feet to an iron pin set. Thence S 15°47'18" W a distance of 23.64 feet to a point. Thence N 54°34'34" W a distance of 603.91 feet to an iron pin found. Thence N 53°27'44" E a distance of 401.63 feet to an iron pin found. Thence S 54°19'53" E a distance of 437.94 feet to the point of beginning.

LESS AND EXCEPT all of that certain parcel of land containing 0.175 acre, more or less, as conveyed to South Carolina Department of Transportation by deed of PAHH Development, LLC, dated September 18, 2008 and recorded October 16, 2008 in Book 2775 at Page 223, Beaufort County Records.

**EXHIBIT "B"**

**Development Plan**

**EXHIBIT "C"**

**Sign Master Plan**

**EXHIBIT "D"**

**Zoning And Development Standards Ordinance of Beaufort County  
Adopted April 26, 1999**



**EXHIBIT "E"**  
**Development Schedule**

Development of the Property is expected to occur in Phases over the five (5) year term of the Development Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated as provided below:

<b><u>Percent of Completed Development</u></b>	<b><u>Date*</u></b>
80%	0 - 24 months
100%	24 - 60 months

In the event development of the prop has not achieved 80% completion within 24 months, from the date of issuance of all development permits required for development of such 80% of the property owner shall be required to commence annual meetings with the county administrator and the county planning director to provide annual status reports.

\* Months after the issuance of all development permits for such percentage of development.

**EXHIBIT "F"**

**BJWSA Intent to Serve Letter**

**EXHIBIT "G"**

STATE OF SOUTH CAROLINA	)	NOTICE OF TRANSFER AND
	)	PARTIAL ASSIGNMENT AND ASSUMPTION
	)	OF RIGHTS AND OBLIGATIONS UNDER
COUNTY OF BEAUFORT	)	DEVELOPMENT AGREEMENT

**THIS NOTICE OF TRANSFER AND PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** ("Partial Assignment" is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Jaz 278, LLC, a Georgia limited liability company authorized to conduct business in South Carolina ("Assignor"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

**WITNESSETH:**

**WHEREAS**, on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Assignor entered into a Development Agreement ("Development Agreement") with Beaufort County, South Carolina, incident to the development of certain real property known as the Bluffton Gateway Commercial Center, which Development Agreement, as amended, controls the Property (as defined herein); and

**WHEREAS**, Assignor entered into an Agreement For Purchase And Sale ("Agreement") with Assignee dated \_\_\_\_\_, 20\_\_\_\_ providing for the sale by Assignor and the purchase by Assignee of certain real property being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, an integral part of the conveyance of the Property by Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume, certain rights, privileges, and obligations under the terms of the Development Agreement applicable to the Property, thus necessitating the preparation and execution of this Partial Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, parties hereby agree as follows, to writ:

I. Partial Assignment and Assumption of Rights, Privileges and Obligations Applicable to the Property Pursuant to The Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, such rights for the land uses on the Property that are defined in the Development Agreement (the "Assigned Land Use"). Assignee shall be entitled to all of the privileges and obligations as described in the Development Agreement applicable for the Assigned Land Use to the Property except for those certain excluded obligations, rights and privileges ("Excluded Obligations") identified herein below, if any. Assignor is hereby released from and Assignee hereby assumes and agrees to perform all of Assignor's rights, privileges and obligations as described in the Development Agreement applicable to the

Assigned Land Use for the Property, except for the Excluded Obligations, if any. Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and with respect to the Assigned Land Use and the Property agrees to be bound by the terms thereof, and to develop the Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. **Option A - Alternate for Sale of Parent Parcel:** Excluded Obligations, Rights and Privileges (Sale of Parent Parcel). The following are hereby excluded from Assignor's assignment and Assignee's assumption herein:

- a. the terms of Article XVIII G concerning the construction and dedication of Road Rights-of-Way;

2. **Option B - Alternate for Sale of Portion of Property.** Excluded Obligations, Rights and Privileges. The following are hereby excluded from Assignor's assignment and Assignee's assumption herein:

- a. the terms of Article XVIII G concerning the construction and dedication of Road Rights-of-Way;

3. Estoppel Certificate. Pursuant to Article XVIII of the Development Agreement, Assignor hereby certifies the following, to wit:

- a. that the Development Agreement, as amended, is in full force and effect;
- b. that the Development Agreement has not been further amended or modified (or if it has the date of such amendment or modification);
- c. that to the best knowledge of Assignor, all parties to the Development Agreement are in full compliance with all obligations there under as of the date hereof; and
- d. that to the best knowledge of Assignor, no event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute an event of default under the terms of the Development Agreement.

4. Notices. Any notice, demand, request, consent, approval, or communication among any of the parties hereto or Beaufort County shall be in writing and shall be delivered as provided under Article XVI of the Development Agreement and shall be addressed as follows:

To Assignor: Jaz 278, LLC  
c/o David Oliver, President  
4060 Peachtree Road, D-287  
Atlanta, GA 30319

With a Required Copy To: Walter J. Nester, III  
McNair Law Firm, P.A.  
23-B Shelter Cove Lane, Suite 400  
Hilton Head Island, SC 29928

And to Assignee:

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With a Required Copy To:

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5. Delivery. Assignor covenants and agrees to deliver a copy of this Partial Assignment to Beaufort County and cause the original to be recorded on the land records.

6. Binding Effect. This Partial Assignment shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assumption shall be interpreted and constructed and conform to the laws of the state of South Carolina.

*[Reminder of page left intentionally blank.]*

IN WITNESS WHEREOF, the parties have caused this Partial Assignment to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

ASSIGNOR:

Jaz 278, LLC  
a Georgia limited liability company authorized to conduct  
business in South Carolina ,and its successors and assigns

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

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

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT        )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public for \_\_\_\_\_, do hereby certify that  
\_\_\_\_\_, as \_\_\_\_\_ of Jaz 278, LLC, personally appeared before  
me this day and acknowledged the due execution of the foregoing instrument.

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

Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Affix Notary Seal)



**WITNESSES:**

**ASSIGNEE:**

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

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

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF BEAUFORT** )

**ACKNOWLEDGMENT**

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

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

Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Affix Notary Seal)



# Bluffton Gateway Sign Master Plan



Issued

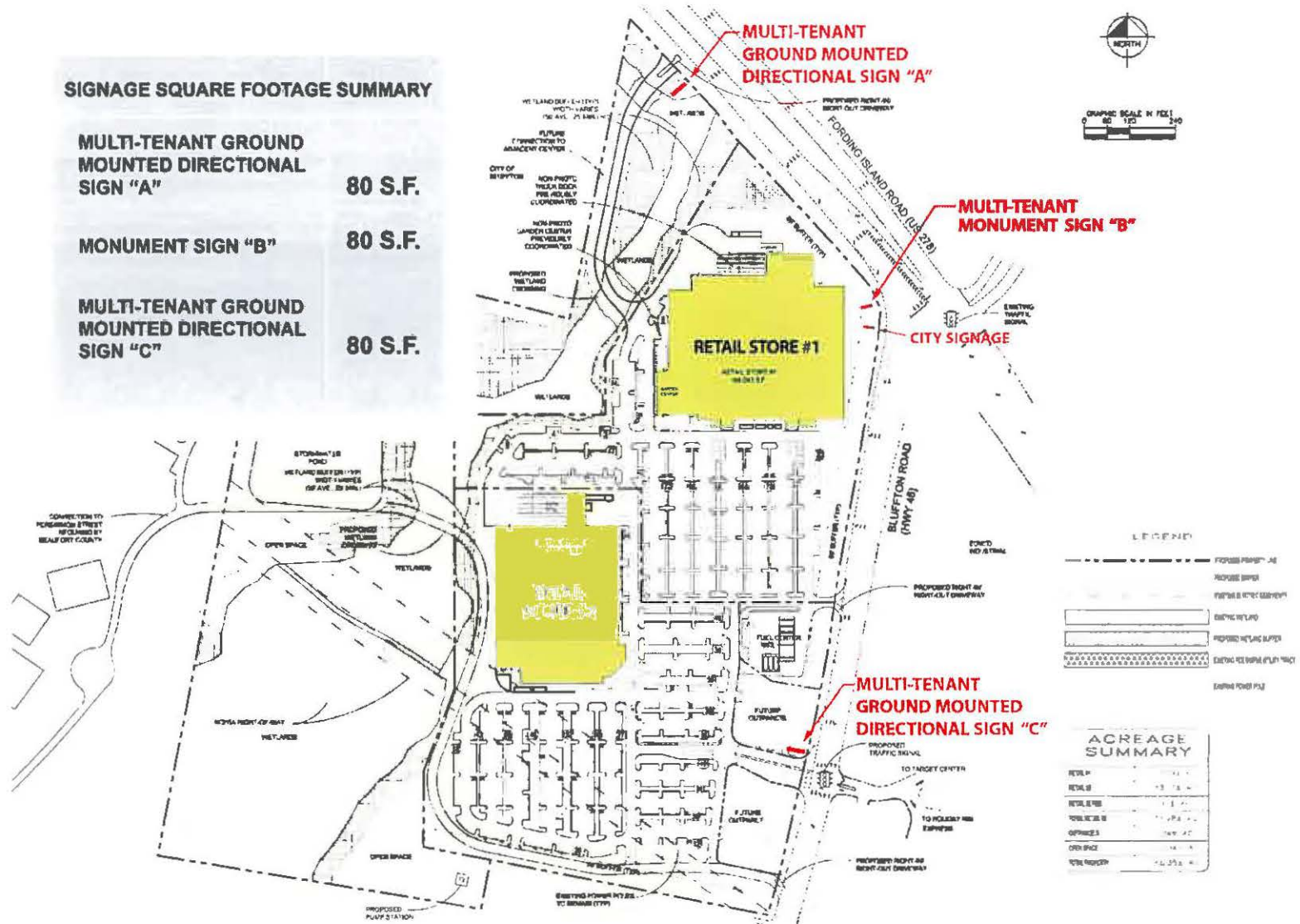
February 26, 2014

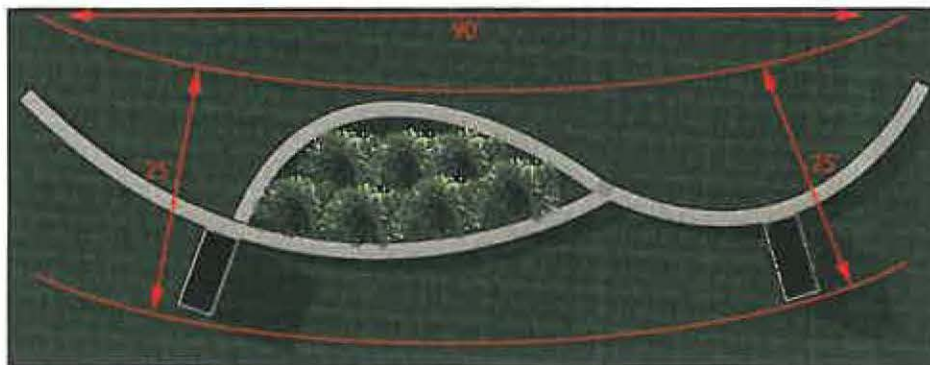
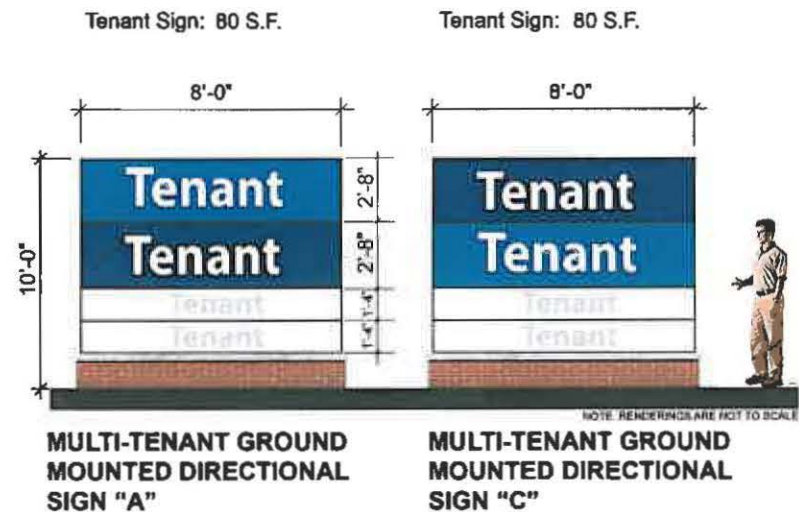
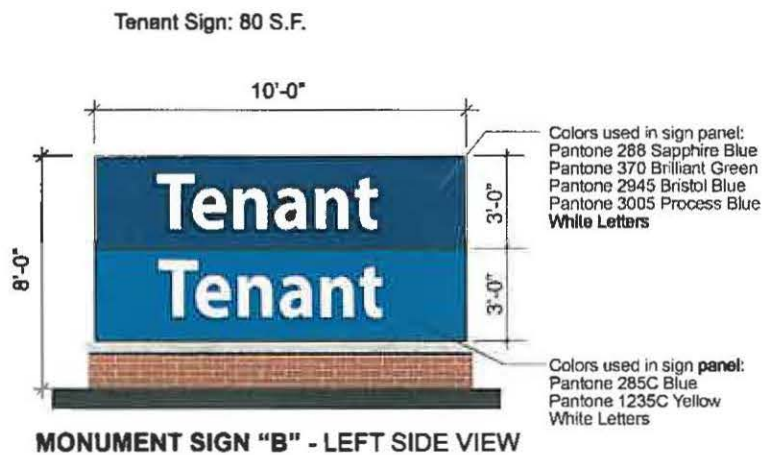
## SIGNAGE SQUARE FOOTAGE SUMMARY

**MULTI-TENANT GROUND MOUNTED DIRECTIONAL SIGN "A"** 80 S.F.

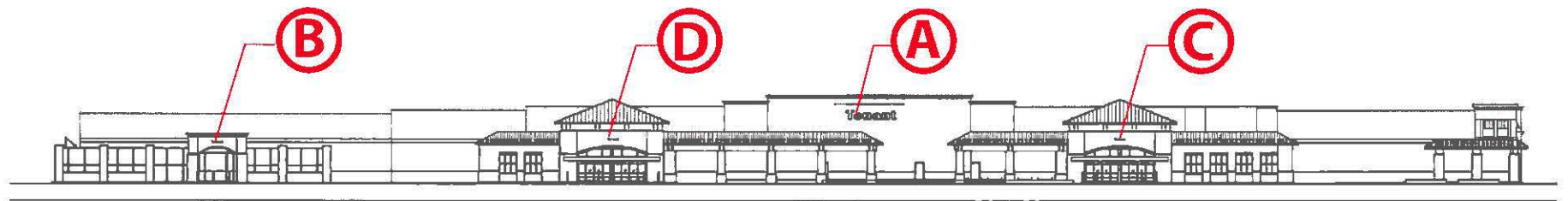
**MONUMENT SIGN "B"** 80 S.F.

**MULTI-TENANT GROUND MOUNTED DIRECTIONAL SIGN "C"** 80 S.F.

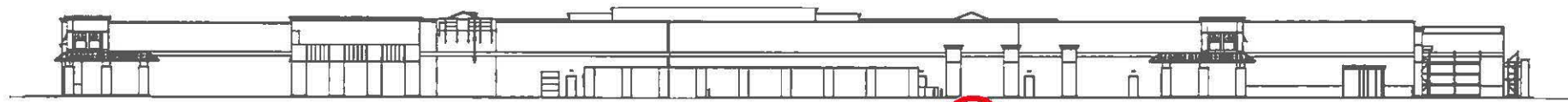




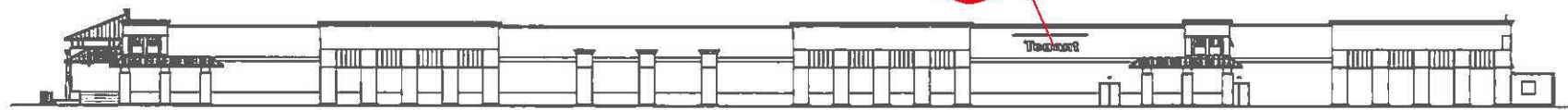




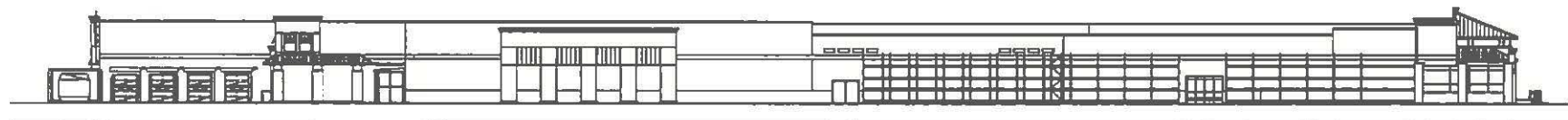
Front Elevation



Rear Elevation

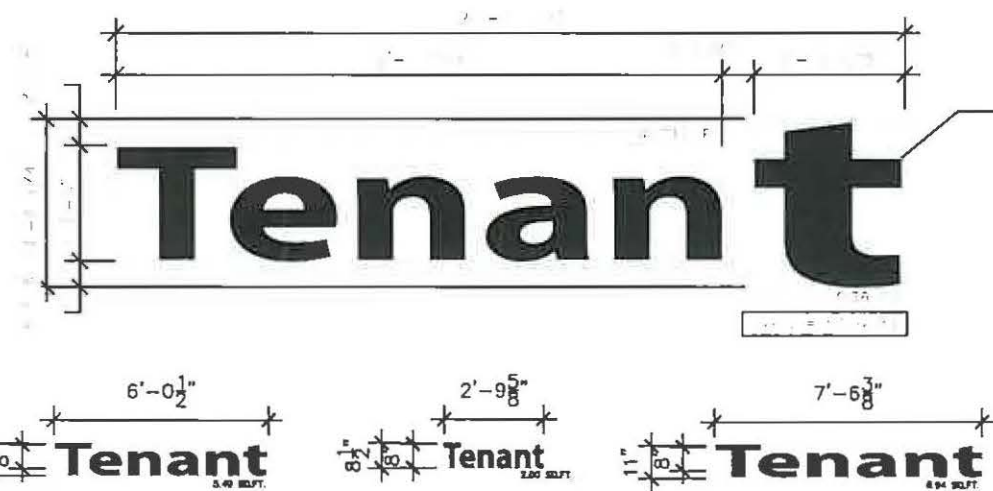


Right Elevation



Left Elevation

**Building design subject to  
Corridor Review Board approval**

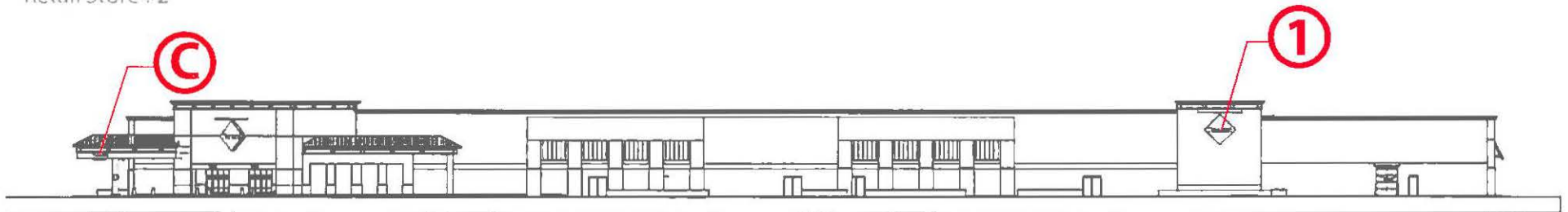


Sign	Qty	Height	Area (S.F.)	Total S.F.
<b>A. Tenant</b>	2	3'-0"	63.57	127.14
<b>B. Tenant</b>	1	0'-8"	5.49	5.49
<b>C. Tenant</b>	1	0'-8"	2.00	2.00
<b>D. Tenant</b>	1	0'-8"	6.94	6.94
<b>Total Building Signage</b>				<b>141.57</b>

<b>Signage Totals Per Frontage</b>	
<b>Front (South)</b>	<b>78.00 s.f.</b>
<b>Right (East)</b>	<b>63.57 s.f.</b>



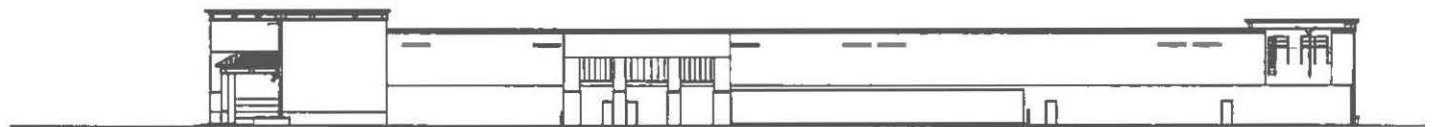
# Retail Store #2



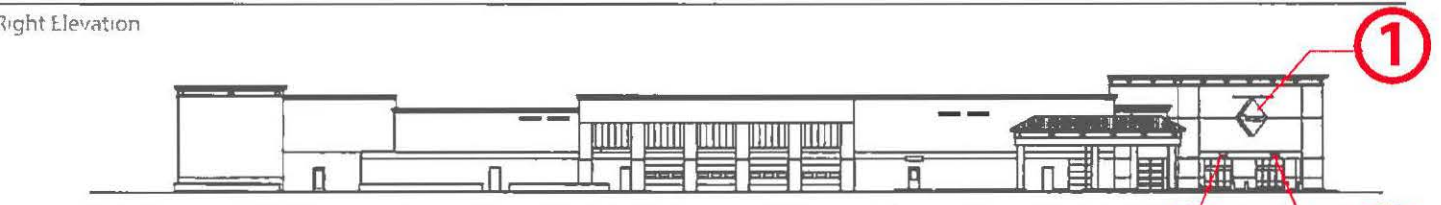
Front Elevation



Rear Elevation

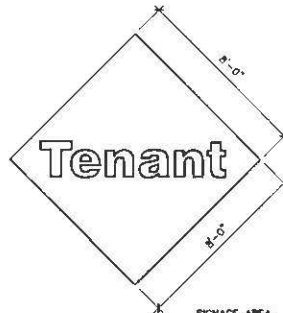


Right Elevation



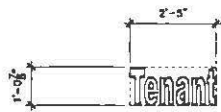
Left Elevation

**Building design subject to  
Corridor Review Board approval**

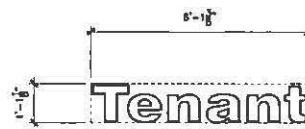


Colors used in Diamond Signs:  
 Pantone 288 Sapphire Blue  
 Pantone 370 Brilliant Green  
 Pantone 2945 Bristol Blue  
 Pantone 3005 Process Blue  
 White Letters

**1** EXTERNALLY ILLUMINATED  
 DIAMOND SIGN (TYP OF 2)  
 SIGNAGE AREA 64.0 SF



**A** TENANT SIGN  
 AGGREGATE SIGN  
 AREA: 2.59 SF



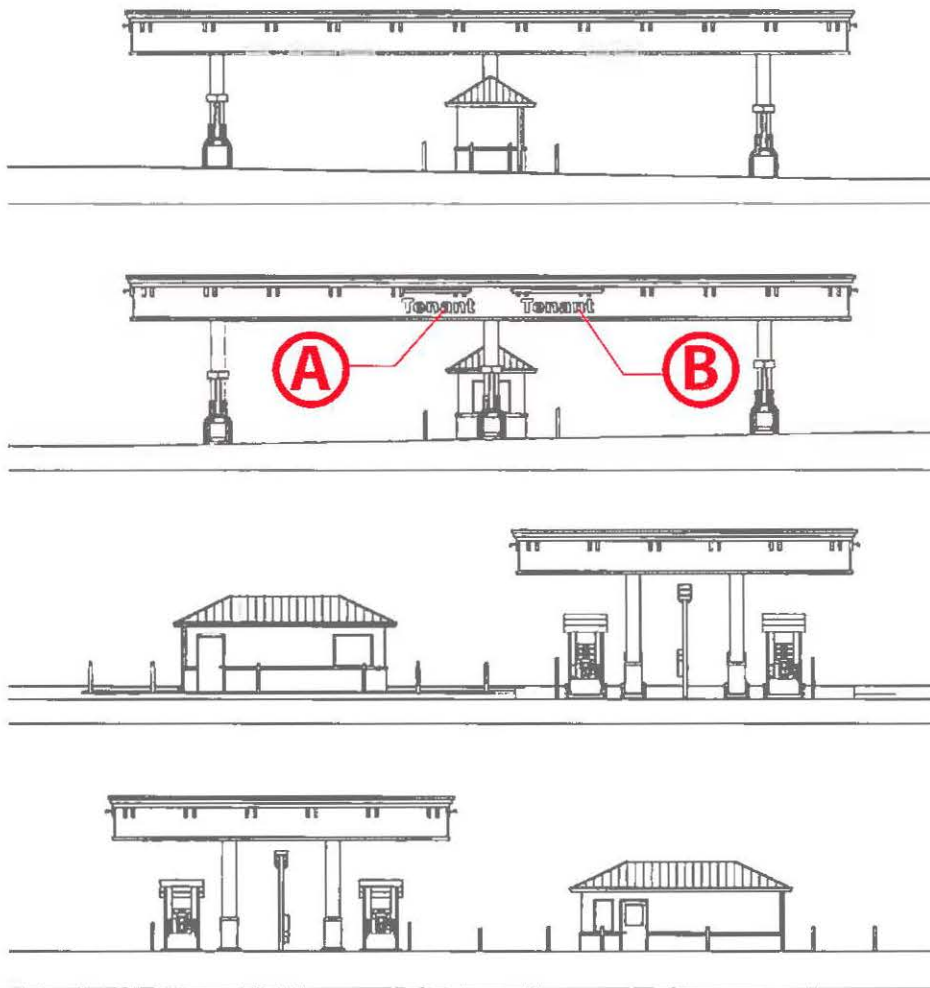
**B** TENANT SIGN  
 AGGREGATE SIGN  
 AREA: 6.68 SF



**C** TENANT SIGN  
 AGGREGATE SIGN  
 AREA: 12.26 SF

**Signage Totals Per Frontage**  
**Front (East) 76.26 s.f.**  
**Left (South) 73.27 s.f.**

Sign	Qty	Height	Area (S.F.)	Total S.F.
<b>1. Tenant</b>	2	8'-0"	64.00	128.00
<b>A. Tenant</b>	1	1'-0"	2.59	2.59
<b>B. Tenant</b>	1	1'-0"	6.68	6.68
<b>C. Tenant</b>	1	1'-0"	12.26	12.26
<b>Total Building Signage</b>				<b>149.53</b>

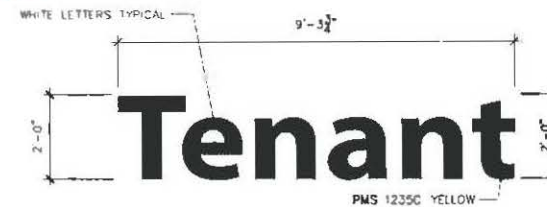


## Fuel Station Canopy Signage



Colors used in Canopy Sign A:  
 Pantone 370 Brilliant Green  
 Pantone 2945 Bristol Blue  
 Pantone 3005 Process Blue  
 White Letters

**(A)** TENANT SIGN AGGREGATE SIGN AREA: 19.01 SF



**(B)** TENANT SIGN AGGREGATE SIGN AREA: 18.63 SF

Sign	Qty	Height	Area (S.F.)	Total S.F.
<b>A. Tenant Sign</b>	1	2'-4"	19.01	19.01 SF
<b>B. Tenant Sign</b>	1	2'-0"	18.63	18.63 SF
<b>Total Fuel Signage Proposed</b>				<b>37.64 SF</b>

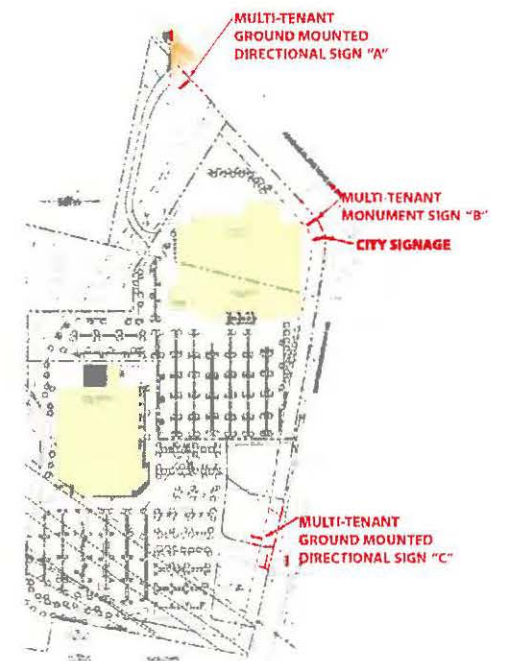
**Building design subject to  
 Corridor Review Board approval**



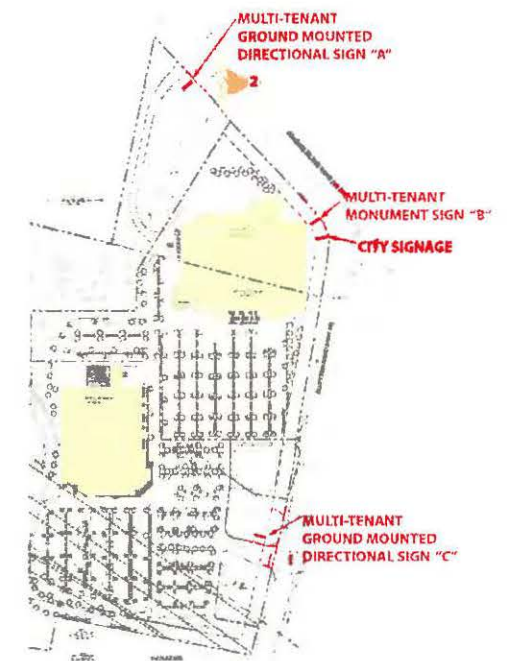
February 26, 2014

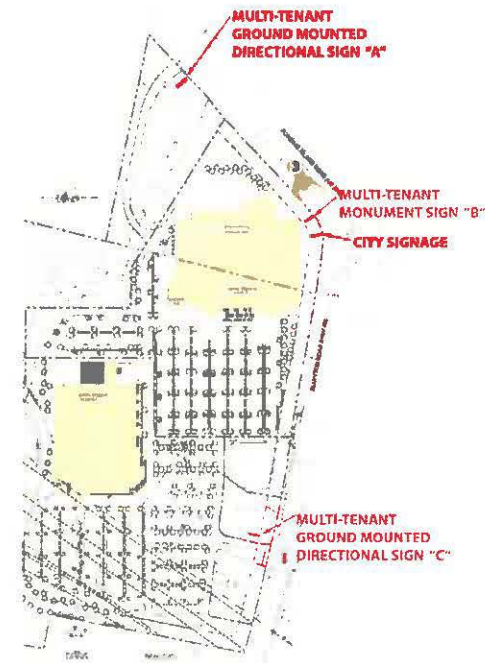
Bluffton Gateway Sign Master Plan

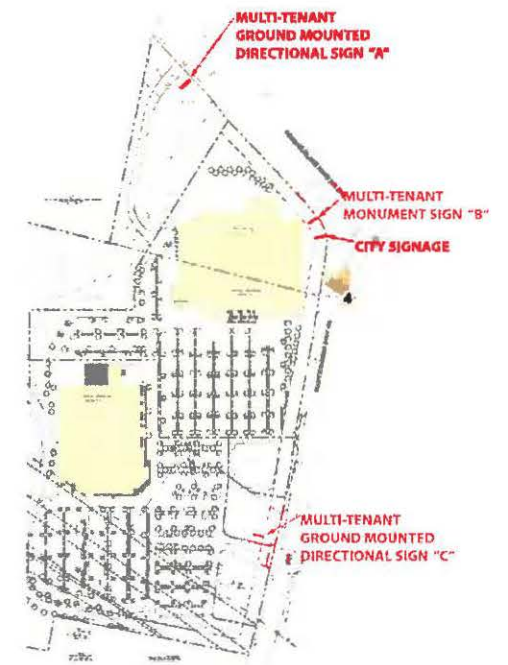
Fuel Station Building Signage and Details



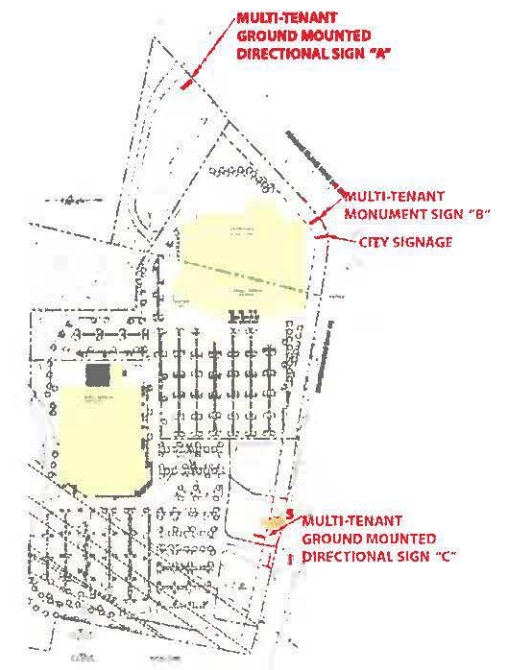


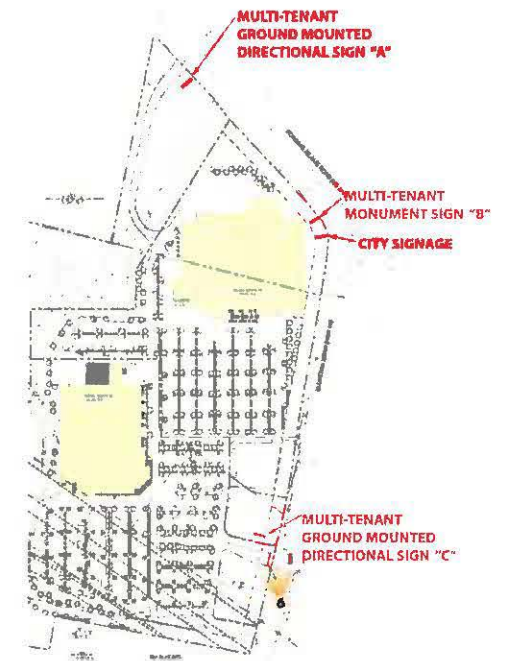












2014 /

TEXT AMENDMENT TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT  
STANDARDS ORDINANCE/ZDSO, ARTICLE V. USE REGULATIONS, SEC. 106-1287.  
COMMERCIAL RETAIL, REGIONAL (ADDS STANDARDS TO ALLOW ADAPTIVE RE-  
USE OF LIGHT INDUSTRIAL PROPERTIES.

Whereas, Standards that are underscored shall be added text and Standards ~~lined through~~  
shall be deleted text.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading: March 10, 2014  
Second Reading: March 24, 2014  
Public Hearing:  
Third and Final Reading:

**Sec. 106-1287. Commercial retail, regional**

(a) *Limited/special standards for use in all applicable districts.* Limited/special standards for regional commercial retail uses in all applicable districts are as follows:

- (1) These uses may constitute no more than five percent of the total permitted floor area of the project in which they are located.
- (2) The access to these uses shall be from the development's interior streets. The uses shall not have frontage on arterial or collector streets.

(b) *Reports/studies required.* All applications for this use shall include a community impact statement.

(c) *Limited standards for regional commercial retail uses within rural business districts.* Limited standards for regional commercial retail uses within rural business districts are as follows:

- (1) This use is limited to 3,500 square feet of floor area.
- (2) Drive-through facilities are not permitted as part of this use.
- (3) The following uses are not permitted as part of this use: vehicular sales, rental and service uses (NAICS 441); and hospitals and medical facilities (NAICS 621, 622, 623, 624).

(d) *Limited standards for adaptive re-use: regional commercial retail uses in the Light Industrial zoning district.* Limited standards for regional commercial retail establishments utilizing developed site uses which have been unoccupied by an operating business for more than two years are as follows:

- (1) It is the intent of this section to allow adaptive re-use of sites developed in conformity with allowable uses for the Light Industrial district, but which have become vacant and remained vacant for more than two years, thereby avoiding the creation or continuation of a blighted area.
- (2) The permitted floor space size limitations of Sec. 106-1287(a)(1) shall not be applicable; existing structures within the interior floor space of structures can be fully utilized for all uses qualifying as commercial retail, regional, and may utilize the permitted access to the site, notwithstanding Sec. 106-1287(a)(2), provided that:
  - (i) Adequate parking is provided on-site or through shared parking, with on-site individual parking spaces delineated;
  - (ii) The site is located within 1,000 feet of an arterial road, and traffic impacts as measured by trips per day will not exceed by more than 10% the traffic impact of the former permitted use on the site;
  - (iii) The proposed use shall meet the Land Use Compatibility Recommendations of the United States Navy for the Accident Potential Zones (APZs) or Noise Zones, if the site is within such a zone; and
  - (iv) No ~~flea market~~ outside **retail** sales for an adaptive reuse shall be permitted within the APZs or Noise Zones, if the site is within such a zone.
  - (v) Structural additions shall not increase the existing floor space by more than 15%; if more than a 15% increase is proposed, the application will be treated as a special use.

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

**AN ORDINANCE TO ESTABLISH A GENERAL FUND ~~RESERVE FUND~~ BALANCE POLICY  
FOR BEAUFORT COUNTY, SOUTH CAROLINA**

**WHEREAS**, Beaufort County Council operates as a Council-Administrator form of government; and,

**WHEREAS**, the County Council has the power to establish by ordinance a General Fund ~~Reserve Fund~~ Balance Policy and has identified the need for such a policy as a top fiscal priority at its last two annual retreats; and,

**WHEREAS**, the County Council desires, as part of its long range financial planning, to achieve a goal of maintaining a fund balance of at least ~~thirty percent (30%) twenty-five percent (25%)~~ of the total General Fund expenditures for the previous fiscal year as an undedicated General Fund fund balance ~~reserve~~; and,

**WHEREAS**, a formal ~~reserve fund~~ balance policy is recommended by various finance and accounting professional organizations and independent bond rating agencies; and,

**WHEREAS**, it is recognized by the Government Accounting Standards Board and the Government Finance Officers Association that it is prudent for local government entities to establish a formal ~~reserve fund~~ balance policy for General Operating Funds.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, THAT SECTIONS 2-403 THROUGH 2-405 OF THE BEAUFORT COUNTY CODE OF ORDINANCES ARE HEREBY CREATED AND PROVIDE AS FOLLOWS:**

**SECTION 2-403.** Establishment of General Fund ~~Reserve Fund~~ Balance Policy

Beaufort County Council hereby establishes a General Fund ~~Reserve Fund~~ Balance Policy which shall require the maintenance of a fund balance of ~~at least thirty percent (30%) twenty-five percent (25%)~~ of the total General Fund expenditures for the previous fiscal year as an undedicated General Fund fund balance ~~reserve~~.

**SECTION 2-404.** Use of General Fund ~~Reserve Fund~~ Balances, Minimum Maintained Fund Balance

The General Fund fund balance ~~reserve~~ may only be used in certain limited situations such as to stabilize revenues, mitigate a projected deficit in the current operating period, retire or defease outstanding bonds or notes of the County, fund one-time or unanticipated expenditures, and pay judgments or otherwise settle legal disputes and claims.

Any legislative action that results in reducing the General Fund ~~reserves fund balance~~ below the ~~thirty percent (30%) twenty-five percent (25%)~~ threshold shall contain a provision specifically authorizing the use of such ~~reserves funds~~.

The County Administrator shall ~~use his or her best efforts to~~ inform the Council, ~~when possible,~~ and with as much advance time as may be practical under the circumstances, whenever the County has

obligations that would reasonably be expected to result in the General Fund ~~reserves~~ fund balance to decline below the ~~thirty percent (30%)~~ twenty-five percent (25%) threshold.

At any other time that the Council determines that the use of the General Fund ~~reserves~~ fund balance within the ~~thirty percent (30%)~~ twenty-five percent (25%) threshold is needed for one or more of the reasons provided for in this section, the Council shall, by resolution, authorize the use of such reserves.

At no time shall County Council take action, which shall have the effect of reducing the General Fund fund balance ~~reserve~~ to an amount below an average of two (2) months worth of total General Fund expenditures for the previous fiscal year without first declaring that an emergency exists within the County thereby necessitating the use of such funds.

In addition, Beaufort County Council shall, during the August through October hurricane season, maintain a ~~reserve~~ fund balance of unrestricted and available cash equal to a minimum of 25% of the General Fund Appropriation. Funding sources may include, but are not limited to, credit instruments, bond anticipation notes and tax anticipation notes.

Further, all components of the ~~reserve~~ fund balance will be reported to County Council quarterly and the ordinance shall be reviewed annually for the first five years it is in effect.

**SECTION 2-405.** Effective Date and Date of Compliance.

It is necessary that this Ordinance become effective immediately upon its adoption to ensure the long term financial health and stability of Beaufort County, South Carolina.

It is acknowledged that the current amount of the General Fund ~~reserves~~ fund balance would not be sufficient to meet the ~~thirty percent (30%)~~ twenty-five percent (25%) threshold established by this Ordinance. Additionally, it is anticipated that it will take several years of prudent and responsible financial management to increase the General Fund ~~reserves~~ fund balance in order to satisfy the goals of this policy. Therefore, Beaufort County Council ~~shall~~ will strive to contribute ~~no less than~~ at least half of one percent (.5%) of the total General Fund expenditures annually to reach compliance with this stated ~~General Fund fund balance reserve~~ policy.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

First Reading: March 10, 2014  
Second Reading: March 24, 2014  
Public Hearing:  
Third and Final Reading:



ORDINANCE NO. 2014/

**ORDINANCE TO ADOPT A DEBT RESERVE POLICY  
FOR BEAUFORT COUNTY'S DEBT SERVICE FUND**

WHEREAS, Beaufort County is obligated to make payments on the interest and principal amounts of debt that have been acquired by the County to ensure the adequate provision of various governmental services; and

WHEREAS, since the inception of the Governmental Accounting Standards Board (GASB) Statement 54, Fund Balance Reporting and Governmental type Definitions, which the County adopted in its fiscal year 2011 comprehensive annual financial report (CAFR); and

WHEREAS, the adoption of a Debt Reserve Policy for the County's Debt Service Fund has the potential to increase the County's bond rating, thus allowing the County to save additional funds when it must issue revenue bonds.

NOW, THEREFORE, BE IT RESOLVED at a meeting duly assembled of Beaufort County Council, that there is hereby adopted a Reserve Policy for the County's Debt Service Fund. The Policy shall state that the county will ~~strive to~~ maintain enough fund balance, net of any potential incoming revenue, within its Debt Service Fund and County Purchase Property Fund to cover the County's interest – only payments occurring on August 1 and September 1 of every fiscal year. The additional revenues required to grow the fund balance may be achieved by maintaining all borrowing premium revenues. ~~within the funds when debt millage levels are maintained to cover each year's debt service payments.~~

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

First Reading: March 10, 2014

Second Reading: March 24, 2014

Public Hearing:

Third and Final Reading: