

COUNTY COUNCIL OF BEAUFORT COUNTY

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D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

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BRIAN E. FLEWELLING
STEVEN G. FOBES
WILLIAM L. MCBRIDE
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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, August 11, 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. Discussion is not limited to agenda items
 - C. Executive Session
 1. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
 2. Receipt of legal advice for pending or threatened claims
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Chairman Paul Sommerville
6. ADMINISTRATIVE CONSENT AGENDA
 - A. Approval of Minutes – July 28, 2014 ([backup](#))
 - B. Receipt of County Administrator's Two-Week Progress Report ([backup](#))
 - C. Receipt of Deputy County Administrator's Two-Week Progress Report ([backup](#))
 - D. Committee Reports (next meeting)
 1. Community Services (August 25 at 2:00 p.m., HHI Library)
 - a. July 29, 2014 minutes ([backup](#))
 2. Executive (September 8 at 2:00 p.m., ECR)
 3. Finance (August 18 at 2:00 p.m., BIV #3)
 4. Governmental (September 2 at 3:00 p.m., ECR)
 - a. July 29, 2014 minutes ([backup](#))
 5. Natural Resources (September 2 at 2:00 p.m., ECR)
 - a. July 28, 2014 minutes ([backup](#))
 6. Public Facilities (August 18 at 4:00 p.m., BIV #3)
 - E. Appointments to Boards and Commissions ([backup](#))
 1. Motion to rescind a motion for the Foster Care Review Board



7. INTRODUCTION/JULIE SCHNEIDER, DIRECTOR OF DEPARTMENT OF SOCIAL SERVICES

8. PUBLIC COMMENT

9. CONSENT AGENDA

A. A RESOLUTION OF BEAUFORT COUNTY COUNCIL AUTHORIZING THE COUNTY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PURCHASE AGREEMENT FOR RESIDENTIAL PROPERTY FOR USE IN THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS PROGRAM ([backup](#))

1. Community Services Committee discussion and recommendation to adopt occurred July 29, 2014 / Vote: 4:0

B. AN ORDINANCE OF BEAUFORT COUNTY COUNCIL DIRECTING THE RETENTION OF A PORTION OF BUSINESS LICENSE TAXES RECEIVED BY THE COUNTY IN A SEPARATE ECONOMIC DEVELOPMENT FUND ACCOUNT ([backup](#))

1. Consideration of first reading to occur August 11, 2014
2. Governmental Committee discussion and recommendation to approve occurred July 29, 2014 / Vote 4:1

C. RENEWAL OF ANNUAL MEDICAL SERVICE CONTRACT FOR DETENTION CENTER ([backup](#))

1. Contract award: Southern Health Partners, Inc., Chattanooga, Tennessee
2. Contract amount: \$546,888
3. Funding source: Account 10001250-51190, Detention Center, Medical / Dental Services
4. Governmental Committee discussion and recommendation to approve occurred July 29, 2014 / Vote: 5:0

D. RENEWAL OF ANNUAL FOOD SERVICE CONTRACT FOR DETENTION CENTER ([backup](#))

1. Contract award: ABL Management, Inc., Baton Rouge, Louisiana
2. Contract amount: \$307,800
3. Funding source: Account 10001250-51200, Detention Center, Meals/Contracted Services
4. Governmental Committee discussion and recommendation to approve occurred July 29, 2014 / Vote: 5:0

E. RENEWAL OF ANNUAL PUBLIC HEALTH INSECTICIDE FOR MOSQUITO CONTROL ([backup](#))

1. Contract award: Clarke Mosquito Control Products, Inc., Roselle, Illinois
2. Contract amount: \$283,953
3. Funding source: Account 10001400-52320, Mosquito Control, Public Health Products
4. Governmental Committee discussion and recommendation to approve occurred July 29, 2014 / Vote: 5:0

10. PUBLIC HEARINGS – 6:00 P.M.

A. AN ORDINANCE AUTHORIZING THE PLACEMENT OF A QUESTION ON THE OFFICIAL BALLOT FOR THE GENERAL ELECTION TO BE CONDUCTED NOVEMBER 4, 2014, CONCERNING A PROPOSITION AUTHORIZING BEAUFORT COUNTY TO ISSUE GENERAL OBLIGATION BONDS TO ACQUIRE LANDS FOR PRESERVATION PURPOSES AND TO PAY CERTAIN COSTS AND DEBT SERVICE RELATED THERETO ([backup](#))

1. Consideration of third and final reading to occur August 11, 2014
2. Second reading approval occurred July 28, 2014 / Vote 5:4

3. First reading approval occurred June 23, 2014 / Vote 8:3
4. Natural Resources Committee discussion and recommendation to approve occurred June 2, 2014 / Vote 4:3

B. TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE, ARTICLE V, SECTION 46-151 THROUGH SECTION 46 – 163 OF THE HAZARDOUS MATERIALS ORDINANCE ([backup](#))

1. Consideration of third and final reading to occur August 11, 2014
2. Second reading approval occurred July 28, 2014 / Vote 9:0
3. First reading approval occurred June 23, 2014 / Vote 11:0
4. Governmental Committee discussion and recommendation to approve occurred June 16, 2014 / Vote 6:0

C. AN ORDINANCE TO REGULATE UNFIT DWELLINGS AND UNSAFE BUILDINGS WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY, TO PROVIDE FOR THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO ([backup](#))

1. Consideration of third and final reading to occur August 11, 2014
2. Second reading approval occurred July 28, 2014 / Vote 9:0
3. First reading approval occurred June 23, 2014 / Vote 11:0
4. Public Facilities Committee discussion and recommendation to approve occurred June 16, 2014 / Vote 6:0

D. AN ORDINANCE AUTHORIZING BEAUFORT COUNTY TO SELL THREE REAL PROPERTIES IDENTIFIED AS: 429 BROAD RIVER BOULEVARD, BEAUFORT, R100 028 00A 0252 0000 1603; IVY LANE, BEAUFORT, R120 008 000 0210 0000; AND LEROY E. BROWN MEDICAL CENTER, 41 BALL PARK ROAD, ST. HELENA ISLAND, R300 016 000 183A 0000 ([backup](#))

1. Consideration of third and final reading to occur August 11, 2014
2. Second reading approval occurred July 28, 2014 / Vote 9:0
3. First reading, by title only, approval occurred June 23, 2014 / Vote 11:0
4. Community Services Committee discussion and recommendation to approve occurred June 23, 2014 / Vote 6:0

E. AN ORDINANCE TO PROVIDE AN APPROPRIATION FROM THE LOCAL ACCOMMODATIONS TAX FUND TO THE SANTA ELENA FOUNDATION IN THE AMOUNT OF \$75,000 ([backup](#))

1. Consideration of third and final reading to occur August 11, 2014
2. Second reading approval occurred July 28, 2014 / Vote 9:0
3. First reading, by title only, approval occurred June 23, 2014 / Vote 11:0
4. Finance Committee discussion and recommendation to approve occurred May 27, 2014 / Vote 6:0

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

1. Consideration of second reading to occur August 11, 2014
2. Public hearing – Monday, August 25, 2014 beginning at 6:00 p.m., in the Large Meeting Room, Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island (Public Hearing 2 of 2)

3. First reading approval occurred July 28, 2014 / Vote 9:0
4. Natural Resources Committee discussion and recommendation to approve occurred July 28, 2014 / Vote: 4:0:1

11. COUNTY ADMINISTRATOR'S REPORT

Mr. Gary Kubic, County Administrator
A. The County Channel / Broadcast Services

12. PUBLIC COMMENT

13. ADJOURNMENT

Official Proceedings
County Council of Beaufort County
July 28, 2014

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

CAUCUS

A caucus of the County Council of Beaufort County was held Monday, July 28, 2014 beginning at 4:00 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stewart Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, William McBride, Gerald Stewart and Laura Von Harten. Steven Fobes and Roberts "Tabor" Vaux absent.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

DISCUSSION ITEMS

Council discussed removing two items from the consent agenda:

Item 9A, an ordinance authorizing the placement of a question on the official ballot for the general election to be conducted November 4, 2014, concerning a proposition authorizing Beaufort County to issue general obligation bonds to acquire lands for preservation purposes and to pay certain costs and debt service related thereto.

Item 9G, a resolution of Beaufort County Council adopting the 2014 Greenprint Map identifying areas of focus for future land acquisition and conservation related activities.

Mr. Rodman distributed copies of census information that took place at Santa Elena approximately 400 years ago.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council go immediately into executive session regarding the discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property as well as receipt of legal advice for pending or threatened claims. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

EXECUTIVE SESSION

REGULAR SESSION

The regular meeting of the County Council of Beaufort County was held Monday, July 28, 2014 beginning at 5:00 p.m., in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stewart Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, William McBride, Gerald Stewart, Laura Von Harten. Steven Fobes and Roberts “Tabor” Vaux absent.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

INVOCATION

Vice Chairman Stu Rodman gave the Invocation.

PROCLAMATIONS

2014 South Carolina State Firefighter of the Year

The Chairman announced that the South Carolina State Firefighters' Association has named Chief Bruce Kline, Firefighter of the Year for 2014, due to his exceptional service as the Lady's Island-St. Helena Island Fire District Chief. Chief Kline is the first two-time winner of this award, which he also won in 1999.

Gullah Geechee Nation Appreciation Week

The Chairman proclaimed July 27 through August 2, 2014 as Gullah Geechee Nation Appreciation Week in Beaufort County. Queen Quet, Chieftess, Gullah/Geechee Nation, accepted the proclamation.

Aviation Week

The Chairman proclaimed August 17 through August 23, 2014 as Aviation Week in Beaufort County. Mr. Claude Dinkins, former Airports Board Chairman, accepted the proclamation.

South Carolina Association of Counties Outstanding Safety Achievement Award to EMS for Anti-Theft Devices Placed on Ambulances

Mr. John Henderson, Director of Risk Management, South Carolina Association of Counties, presented an Outstanding Safety Achievement Award to EMS for installation of Anti-Theft Devices on all ambulances. This preventive action was prompted because in June 2013 a citizen stole an ambulance that was left running. Ms. Donna Ownby, EMS Director, accepted the proclamation.

The Chairman passed the gavel to the Vice Chairman in order to receive the Administrative Consent Agenda.

ADMINISTRATIVE CONSENT AGENDA

Review of Proceedings of the Regular Meeting held June 23, 2014

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Council approve the minutes of the regular meeting held June 23, 2014. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

County Administrator's Five-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Five-Week Progress Report, which summarized his activities from June 23, 2014 through July 25, 2014.

Deputy County Administrator's Five-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented his Five-Week Progress Report, which summarized his activities from June 23, 2014 through July 25, 2014.

Committee Reports

Finance Committee

Mr. Caporale, as Finance Committee Chairman, reported there are some issues, particularly, the Solicitor's budget and Island Recreation Center funding to bring forward to Committee in the near future.

Natural Resources Committee

Community Development Code

Mr. Flewelling, as Natural Resources Committee Chairman, announced the need to delay second reading of the Community Development Code (CDC) until after we have received the study, by the experts, experienced in land development planning, of the specific projects selected as a test of the proposed new Community Development Code.

Historic Preservation Review Board

Mr. Flewelling, as Natural Resources Committee Chairman, nominated Larry Koolkin, representing Port Royal Island, to serve as a member of the Historic Preservation Review Board.

The Vice Chairman passed the gavel back to the Chairman in order to continue the meeting.

MATTERS ARISING FROM EXECUTIVE SESSION

It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council authorize the purchase of real property at 1236 Fording Island Road, Bluffton, South Carolina. The property is 9.89+/- acres legally identified as PIN: R600 040 000 0134 0000 for a total price of \$400,000. The source of funding is from Beaufort County General Fund Reserve in the amount of \$150,000, Beaufort County Rural and Critical Lands Preservation Program \$125,000, and Beaufort County Stormwater Utility funds \$125,000. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

PUBLIC COMMENT

The Chairman recognized Mrs. Donna Ridley-Starkey, a poll manager for the past several years (although not in the June 2014 election), who stated she experienced and witnessed serious voting irregularities during the June 10 primary and June 24 run-off.

Ms. Ann Ubelis, a resident of Lady's Island, thanked Council for tabling the capital project sales tax referendum question. A tax of any kind is a burden on the public and, not a governing tool used lightly and with contempt.

Mr. Ivan Glover was not present to speak.

Mr. Joseph Iaco appreciates Council saying no to the capital project sales tax referendum question. This question will come up again. The theory that it is just a penny -- is too many pennies. You can have one penny, but not the 22 billion pennies.

CONSENT AGENDA

TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE, ARTICLE V, SECTION 46-151 THROUGH SECTION 46 – 163 OF THE HAZARDOUS MATERIALS ORDINANCE

This item comes before Council under the Consent Agenda. Discussion occurred at the June 16, 2014 meeting of the Governmental Committee.

It was moved by Mr. Flewelling (no second required), that Council approve on second reading text amendments to the Beaufort County Code, Article V, Section 46-151 through Section 46–163 of the Hazardous Materials Ordinance. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, August 11, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort, South Carolina.

AN ORDINANCE TO REGULATE UNFIT DWELLINGS AND UNSAFE BUILDINGS WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY, TO PROVIDE FOR THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO

This item comes before Council under the Consent Agenda. Discussion occurred at the June 16, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling (no second required), that Council approve on second reading an ordinance to regulate unfit dwellings and unsafe buildings within the unincorporated areas of Beaufort County, to provide for the enforcement thereof, and matters related thereto. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, August 11, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort, South Carolina.

AN ORDINANCE DECLARING CERTAIN COUNTY-OWNED PROPERTIES AS SURPLUS AND AUTHORIZING COUNTY ADMINISTRATION TO DISPOSE OF THE PROPERTIES IN A MANNER BENEFICIAL TO THE COUNTY

This item comes before Council under the Consent Agenda. Discussion occurred at the June 23, 2014 meeting of the Community Services Committee.

It was moved by Mr. Flewelling (no second required), that Council approve on second reading an ordinance authorizing Beaufort County to sell three real properties identified as: 429 Broad River Boulevard, Beaufort, R100 028 00A 0252 0000; 1603 Ivy Lane, Beaufort, R120 008 000 0210 0000; and Leroy E. Brown Medical Center, 41 Ball Park Road, St. Helena Island, R300 016 000 183A 0000. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, August 11, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort, South Carolina.

AN ORDINANCE TO PROVIDE AN APPROPRIATION FROM THE LOCAL ACCOMMODATIONS TAX FUND TO THE SANTA ELENA FOUNDATION IN THE AMOUNT OF \$75,000

This item comes before Council under the Consent Agenda. Discussion occurred at the May 27, 2014 meeting of the Community Services Committee.

It was moved by Mr. Flewelling (no second required), that Council approve on second reading an ordinance to provide an appropriation from the Local Accommodations (3%) Tax fund to the Santa Elena Foundation in the amount of \$75,000. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, August 11, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort, South Carolina.

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

This item comes before Council under the Consent Agenda. Discussion occurred at the July 28, 2014 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling (no second required), that Council approve on first reading an ordinance to approve a Development Agreement between Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, and the County of Beaufort, South Carolina pursuant to Section 6-31-30 of the Code of Laws of South Carolina, 1976, as amended. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

The Chairman announced the first of two required public hearings Monday, August 11, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort, South Carolina.

AN ORDINANCE AUTHORIZING THE PLACEMENT OF A QUESTION ON THE OFFICIAL BALLOT FOR THE GENERAL ELECTION TO BE CONDUCTED NOVEMBER 4, 2014, CONCERNING A PROPOSITION AUTHORIZING BEAUFORT COUNTY TO ISSUE GENERAL OBLIGATION BONDS TO ACQUIRE LANDS FOR PRESERVATION PURPOSES AND TO PAY CERTAIN COSTS AND DEBT SERVICE RELATED

Main motion: It was moved by Mr. Flewelling, as Natural Resources Committee Chairman (no second required), that Council approve on second reading an ordinance authorizing the placement of a question on the official ballot for the General Election to be conducted November 4, 2014, concerning a proposition authorizing Beaufort County to issue General Obligation Bonds to acquire lands for preservation purposes and to pay certain costs and debt service related.

Motion to amend by substitution: It was moved by Mr. Rodman, seconded by Mr. Caporale, that Council substitute the requested amount from 1.0 mills to generate \$20,000,000 to 0.5 mills to generate \$10,000,000.

Motion to table: It was moved by Mrs. Bensch, seconded by Mr. Caporale, that Council table both the motion to amend by substitution and main motion. The vote: YEAS – Mrs. Bensch and Mr. Caporale. NAYS - Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSTAIN – Mr. Dawson. ABSENT – Mr. Fobes and Mr. Vaux. The motion failed.

Vote on the motion to amend by substitution: The vote: YEAS – Mrs. Bensch, Mr. Caporale and Mr. Rodman. NAYS – Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Fobes and Mr. Vaux. The motion failed.

Vote on the main motion: The vote: YEAS - Mr. Flewelling, Mr. McBride, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. NAYS - Mrs. Bensch, Mr. Caporale, Mr. Dawson and Mr. Rodman. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

A RESOLUTION OF BEAUFORT COUNTY COUNCIL ADOPTING THE 2014 GREENPRINT MAP IDENTIFYING AREAS OF FOCUS FOR FUTURE LAND ACQUISITION AND CONSERVATION RELATED ACTIVITIES

This item comes before Council under the Consent Agenda. Discussion occurred at the July 28, 2014 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council adopt a resolution adopting the 2014 Greenprint Map identifying areas of focus for future land acquisition and

conservation related activities. The vote: YEAS - Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. NAYS – Mrs. Bensch and Mr. Dawson. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

PUBLIC HEARING

AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$50,000 FROM THE LOCAL (3%) ACCOMMODATIONS TAX FUNDS TO THE SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM

The Chairman opened a public hearing at 6:03 p.m. for the purpose of receiving public comment on an ordinance to appropriate funds not to exceed \$50,000 from the local (3%) accommodations tax funds to the South Carolina Department of Parks, Recreation and Tourism. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:04 p.m.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council approve on third and final reading an ordinance to appropriate funds not to exceed \$50,000 from the local (3%) accommodations tax funds to the South Carolina Department of Parks, Recreation and Tourism. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Fobes and Mr. Vaux. The motion passed.

COUNTY ADMINISTRATOR'S REPORT

The County Channel / Broadcast Services

Mr. Gary Kubic, County Administrator, stated The County Channel has all programs, events and meetings available to watch online, on-demand at www.bcgov.net. The County Channel ran the entire series in the Dixie Girls South Carolina State Softball Tournament. This included the Sweetees, Angels, and Ponytails. The three tournaments garnered approximately 25,000 individual views on the web, and allowed for friends and family members across the state and across the country to watch their loved ones play ball!

Coastal Kingdom newest episode, "Alligators," features some unique footage of our largest Lowcountry predator, alligator captures, babies, and rare footage of Albino Baby gators, which, as far as we know, never before filmed in the wild.

PUBLIC COMMENT

There were no requests to speak during public comment.

ADJOURNMENT

Council adjourned at 6:47 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST _____
Suzanne M. Rainey, Clerk to Council

Ratified

DRAFT



Memorandum

DATE: August 8, 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 July 28, 2014 through August 8, 2014:

July 28, 2014

- Employee orientation
- Natural Resources Committee meeting
- Caucus / County Council meeting

July 29, 2014

- Conference call with Bryan Hill, Deputy County Administrator; Morris Campbell, Director of Community Services; and Fred Leyda, Human Services Alliance re: Status Report / Beaufort County Work Ready Program
- Community Services Committee meeting
- Governmental Committee meeting

July 30, 2014

- Staff meeting with Bryan Hill, Deputy County Administrator, and Suzanne Gregory, Director of Employee Services re: Personnel matters
- Conference call with Bryan Hill, Deputy County Administrator; Josh Gruber, County Attorney; Tony Criscitiello; Division-Director of Planning and Development; and Herb Chase re: Bluffton Parkway, Beaufort County

July 31, 2014

- Meeting with staff; John Thompson, Bluffton Township Fire District Chief; Terry Reynolds, Chairman of Bluffton Township Fire District; and Attorneys from Charleston re: Post-employment benefits, options and legal analysis
- Meeting with staff; Tim Richards, Director of Operations for Haig Point; and Jim Woodward, President of Board for Haig Point re: Daufuskie Waste Disposal Plan

August 1, 2014

- Meeting with Steve Willis, County Administrator of Lancaster County; Larry McCollough, Chairman of Lancaster County Council; Bryan Hill, Deputy County Administrator; and Tony Criscitiello, Division-Director of Planning and Development re: Overview of Beaufort County's strategic planning process

August 4, 2014

- Employee orientation
- Meeting with Lt. Colonel Neil Baxley, Sheriff's Office
- Meeting with Tony Criscitiello, Division-Director of Planning and Development
- South Carolina Association of Counties Conference, Hilton Head Island

August 5, 2014

- Boundary Street project meeting at City Hall
- Meeting with Brent Rewis of SCDOT - Introduction of New Program Manager for Lowcountry Region

August 6, 2014

- Meeting with Deputy County Administrator Bryan Hill and Chief Financial Officer Alicia Holland re: General Fund Appropriations
- Agenda review with Chairman, Vice Chairman and Executive Staff re: Review draft agenda for August 11, 2014 County Council meeting
- Meeting with Paul Sommerville, Chairman of Beaufort County Council; Barbara Clark, Chairman of Jasper County Council; and Andy Fulghum, County Administrator of Jasper County
- Meeting with Chief Magistrate Larry McElynn
- Meeting with Deputy County Administrator Bryan Hill

August 7, 2014

- Meeting with Josh Gruber, County Attorney; Eric Larson, Stormwater Engineer; Paul Sommerville, Council Chairman; and Jordan Gruber of MUSC re: National Oceanic and Atmospheric Administration

August 8, 2014

- Conference call with staff re: Riversmart website
- Meeting with Josh Gruber, County Attorney, and John Reed, Executive Officer, Reed Group



Memorandum

DATE: August 8, 2014
TO: County Council
FROM: Bryan Hill, Deputy County Administrator
SUBJECT: Deputy County Administrator's Progress Report

The following is a summary of activities that took place July 28, 2014 through August 8, 2014:

July 28, 2014 (Monday):

- PLD

July 29, 2014 (Tuesday):

- Conference Call re: Work Ready Community Update
- Myrtle Park Building Renovation Meeting re: Floor Plan Finalization
- Community Services Committee
- Governmental Committee

July 30, 2014 (Wednesday):

- Meet with Joshua Gruber, County Attorney, Suzanne Gregory, Employee Services Director; Eddie Bellamy, Public Works Director; Alicia Holland, CFO re: Employee Policy Issue
- Meet with Gary Kubic, County Administrator and Suzanne Gregory, Employee Services Director re: Personnel

July 31, 2014 (Thursday):

- Attend Meeting re: Bluffton Fire District Post-Employment Benefits with County and Fire District Representatives
- Meet with Gary Kubic, County Administrator
- Attend Daufuskie Waste Disposal Plan Meeting with Haig Point Representatives

August 1, 2014 (Friday):

- Meet with Lancaster County Administrator, Steve Willis, and Council Chairman, Larry McCollough re: Beaufort County's Strategic Planning Process
- Bluffton Hours P.M.

August 4, 2014 (Monday):

- DA Meeting
- Meet with Ed Hughes, Assessor
- Meet with Rob McFee, Engineering & Infrastructure and Alicia Holland, CFO
- Meet with Morris Campbell, Community Services Director
- Meet with Jon Rembold, Airports Director
- Meet with Joshua Gruber, County Attorney at SCAC Conference on Hilton Head Island

August 5, 2014 (Tuesday)--Bluffton:

- Meet with Bluffton Fire District
- Prepare for SCAC Conference
- Bluffton Hours

August 6, 2014 (Wednesday):

- Attend General Fund Appropriations Meeting with Gary Kubic, County Administrator and Alicia Holland, CFO
- Agenda Review
- Meet with Eddie Bellamy, Public Works Director
- Meet with Rod Sproat, Magistrate
- Meet with Gary Kubic, County Administrator

August 7, 2014 (Thursday):

- PLD

August 8, 2014 (Friday):

- PLD

COMMUNITY SERVICES COMMITTEE

July 29, 2014

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

The Community Services Committee met Tuesday, July 29, 2014 beginning at 2:00 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman William McBride and Committee members Gerald Dawson and Laura Von Harten. Rick Caporale, Steve Fobes and Tabor Vaux absent. Non-committee members Paul Sommerville and Jerry Stewart 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; Melanie Florencio, Computer Lab Instructor, St. Helena Island Branch Library; Suzanne Gregory, Employee Services Director; Joshua Gruber, County Attorney; Bryan Hill, Deputy County Administrator; Gary Kubic, County Administrator; Bill Love, Assistant Director, Disabilities and Special Needs Department; Wendell Roberson, Deputy Director, Elections and Registration Office; Dave Thomas, Purchasing Director; Mitzi Wagner, Director, Disabilities and Special Needs, Department; and Wlodek Zaryczyn, Library Director.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce.

Councilman William McBride chaired the meeting.

ACTION ITEMS

1. Resolution authorizing the County Administrator to Purchase Residential Properties to Support Disabilities and Special Needs Department

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Motion: It was moved by Mr. Dawson, seconded by Ms. Von Harten, that Committee approve and recommend Council adopt a resolution authorizing the County Administrator to purchase residential properties to support the Disabilities and Special Needs Department. The vote: YEAS - Mr. Dawson, Mr. McBride, Mr. Sommerville and Ms. Von Harten. ABSENT – Mr. Caporale, Mr. Fobes and Mr. Vaux. The motion passed.

Recommendation: Council adopt a resolution authorizing the County Administrator to purchase residential properties to support the Disabilities and Special Needs Department.

INFORMATION ITEMS

2. Consideration of Contract Renewal

- **Gallagher Benefit Services, Inc. (< \$100,000)**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. This is a contract renewal to Gallagher Benefit Services to provide insurance benefits consulting service for the County, including GASB 45 calculation. This is the final year of renewal. The cost of insurance benefits consulting is \$85,000 annually. The GASB 34 calculation is \$12,000 and \$5,000 every other year. Funding would come from Account 10001160-51160, Professional Services in the amount of \$97,000.

Motion: It was moved by Mr. Sommerville, seconded by Ms. Von Harten, that Committee award a contract renewal to Gallagher Benefit Services, Inc., Charlotte, North Carolina, in the amount of \$97,000 to provide insurance benefits consulting for the County, including GASB 45 calculation. Funding will come from Account 10001160-51160. The vote: YEAS - Mr. Dawson, Mr. McBride, Mr. Sommerville and Ms. Von Harten. ABSENT – Mr. Caporale, Mr. Fobes and Mr. Vaux. The motion passed.

Status: Committee awarded a contract renewal to Gallagher Benefit Services, Inc., Charlotte, North Carolina in the amount of \$97,000 to provide insurance benefits consulting for the County, including GASB 45 calculation. Funding will come from Account 10001160-51160.

3. Consideration of Contract Renewal

- **Election Systems and Software (< \$100,000)**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. This is a contract renewal to Election Systems and Software to provide on-site maintenance and support. This is the only certified company by the State of South Carolina. Prior fiscal year cost was for batteries only and no on-site support. The total amount is \$77,771 and would come from Account 10001143-51110.

Motion: It was moved by Ms. Von Harten, seconded by Mr. Dawson, that Committee award a contract renewal to Election Systems and Software, Chicago, Illinois in the amount of \$77,771 to provide on-site maintenance and support for the Board of Elections of Registration Office. Funding will come from Account 10001143-51110. The vote: YEAS - Mr. Dawson,

Mr. McBride, Mr. Sommerville and Ms. Von Harten. ABSENT – Mr. Caporale, Mr. Fobes and Mr. Vaux. The motion passed.

Status: Committee awarded a contract renewal to Election Systems and Software, Chicago, Illinois in the amount of \$77,771 to provide on-site maintenance and support for the Board of Elections of Registration Office. Funding will come from Account 10001143-51110.

4. Presentation / Library of the Future

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Ms. Melanie Florencio, Computer Lab Instructor, St. Helena Island Branch Library (St. Helena), through photographs and images, demonstrated what separates St. Helena from the other branches. She discussed the makers' space, an audio lab, teen lounge, and media lab, and how it benefits the users by providing a hands-on environment.

Status: Information only.

5. Executive Session

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Motion: It was moved by Ms. Von Harten, seconded by Mr. Dawson, that Committee go into Executive Session for discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property. The vote: YEAS - Mr. Dawson, Mr. McBride, Mr. Sommerville and Ms. Von Harten. ABSENT – Mr. Caporale, Mr. Fobes and Mr. Vaux. The motion passed.

GOVERNMENTAL COMMITTEE

July 29, 2014

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

The Governmental Committee met Tuesday, July 29, 2014 beginning at 3:00 p.m., in the Executive Conference Room of the Administration Building, Beaufort, South Carolina.

ATTENDANCE

Chairman Jerry Stewart, Vice Chairman Laura Von Harten, and Committee members Cynthia Bensch, Brian Flewelling and Gerald Dawson. Committee members Rick Caporale and Tabor Vaux absent. Non-Committee member William McBride 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: Phil Foot, Division Director–Public Safety; Joshua Gruber, County Attorney; Bryan Hill, Deputy County Administrator; Greg Hunt, Mosquito Control Director; Gary Kubic, County Administrator; Tallulah Trice, Animal Services Director; Dave Thomas, Purchasing Director; and Wlodek Zarczynski, Library Director.

Public: Blakely Williams, President, Beaufort Regional Chamber of Commerce, and Valerie Althoff, Member Services Manager, Beaufort Regional Chamber of Commerce.

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

Mr. Stewart chaired the meeting.

ACTION ITEMS

1. Consideration of Contract Renewal

- **Southern Health Partners, Inc. (> \$100,000)**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. This is a contract renewal to Southern Health Partners, Inc. to provide medical services for Detention Center inmates. The contract has been renegotiated based on the monthly average limit. Funding would come from Account 10001250-51190, Medical / Dental Services in the amount of \$546,888.

Motion: It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Committee approve and recommend Council award a contract renewal to Southern Health Partners, Inc., Chattanooga, Tennessee to provide medical services for Detention Center inmates. Funding would come from Account 10001250-51190, Medical / Dental Services in the amount of \$546,888. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Caporale and Mr. Vaux. The motion passed.

Recommendation: Council award a contract renewal to Southern Health Partners, Inc., Chattanooga, Tennessee to provide medical services for Detention Center inmates. Funding would come from Account 10001250-51190, Medical / Dental Services in the amount of \$546,888.

2. Consideration of Contract Renewal

• ABL Management (> \$100,000)

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. This is a contract renewal to ABL Management to provide meals for Detention Center inmates and staff. The fiscal year 2015 cost is an estimate and based upon unit pricing. Funding would come from Account 10001250-51120, Meals / Contracted Services in the amount of \$307,800.

Motion: It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Committee approve and recommend Council award a contract renewal to ABL Management, Baton Rouge, Louisiana to provide meals for Detention Center inmates and staff. Funding would come from Account 10001250-51120, Meals / Contracted Services in the amount of \$307,800. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Caporale and Mr. Vaux. The motion passed.

Recommendation: Council award a contract renewal to ABL Management, Baton Rouge, Louisiana to provide meals for Detention Center inmates and staff.

3. Consideration of Contract Renewal

• Clarke Mosquito Control Products, Inc. (> \$100,000)

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. This is a contract renewal to Clarke Mosquito Control Products, Inc. to provide public health insecticide for the Mosquito Control Department. The fiscal year 2015 cost is an

estimate. The State Contract unit price has increased. Funding would come from Account 10001400-52320, Public Health Products in the amount of \$283,953.

Motion: It was moved by Mr. Dawson, seconded by Mrs. Bensch, that Committee approve and recommend Council award a contract renewal to Clarke Mosquito Control Products, Inc., Roselle, Illinois to provide public health insecticide for the Mosquito Control Department. Funding would come from Account 10001400-52320, Public Health Products in the amount of \$283,953. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Caporale and Mr. Vaux. The motion passed.

Recommendation: Council award a contract renewal to Clarke Mosquito Control Products, Inc., Roselle, Illinois to provide public health insecticide for the Mosquito Control Department. Funding would come from Account 10001400-52320, Public Health Products in the amount of \$283,953.

4. An ordinance of Beaufort County Council Directing the Retention of a Portion of Business License Taxes Received by the County in a Separate Economic Development Fund Account

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Josh Gruber, County Attorney, remarked the County desires to improve its overall financial health through diversification and expansion of its tax base so as not to be so reliant upon taxes imposed on residential properties. In order to secure this constant and reliable source of funding, it is in the County's best interests to divert a portion of the business license tax revenue, after first paying for the administrative costs incurred in operating the Business License Department, into a separate fund to be dedicated for economic development activities.

Members agreed to add the sentence, "Any amendment to this Ordinance shall only be effective upon a two-thirds majority vote of County Council."

Motion: It was moved by Mr. Dawson, seconded by Ms. Von Harten, that Committee approve and recommend Council approve on first reading an ordinance of Beaufort County Council directing the retention of a portion of business license taxes received by the County in a separate Economic Development Fund account. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Caporale and Mr. Vaux. The motion passed.

Recommendation: Council approve on first reading, by title only, an ordinance of Beaufort County Council directing the retention of a portion of business license taxes received by the county in a separate Economic Development Fund account.

INFORMATION ITEMS

5. Consideration of Contract Renewal

- **Hilton Head Humane Association (SNAC: Spay/Neuter Alliance and Clinic) (< \$100,000)**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. This is a contract renewal to Hilton Head Humane Association (SNAC: Spay/Neuter Alliance and Clinic) to provide veterinary and spay / neuter services for Animal Shelter and Control Department. The fiscal year 2015 cost is an estimate. The source of funding is from Account 10001270-51160 and 10001270-51165, Professional Services, Spay/Neuter in the amount of \$85,000.

Motion: It was moved by Mrs. Bensch, seconded by Ms. Von Harten, that Committee award a contract renewal to Hilton Head Humane Association (SNAC: Spay/Neuter Alliance and Clinic) to provide veterinary and spay / neuter services for Animal Shelter and Control Department. The source of funding is from Account 10001270-51160 and 10001270-51165, Professional Services, Spay/Neuter in the amount of \$85,000. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Caporale and Mr. Vaux. The motion passed.

Recommendation: Committee awarded a contract renewal to Hilton Head Humane Association (SNAC: Spay/Neuter Alliance and Clinic) to provide veterinary and spay / neuter services for Animal Shelter and Control Department. The source of funding is from Account 10001270-51160 and 10001270-51165, Professional Services, Spay/Neuter in the amount of \$85,000.

6. Request For Discussion Topics / Legislative Policy Issues

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Committee Chairman Jerry Stewart stated the South Carolina Association of Counties asks the County annually to give them a list of issues of importance to the County that likely will come before the 2015-2016 legislative session. Policy positions adopted the Governmental Committee are as follows:

Support Legislation:

- authorizing a local option motor fuel user fee that would provide counties with a local option funding mechanism for road maintenance that would operate similar to the capital project sales tax mechanism. (SCAC recommendation)

- to provide for permanent solutions for the problem of the failing statewide road system, and support increasing funding and flexibility for SCDOT and counties to address maintenance needs for existing roads and the construction of new roads. (SCAC recommendation)

- maintaining the existing statutory formula for funding of the Local Government Fund and the full funding of that formula. (SCAC recommendation)

- supporting comprehensive tax reform / Repeal of Act No. 388 of 2006. (SCAC recommendation)

- relating to criminal background checks for employment in childcare facilities, so as to also prohibit such employment of a person who has been convicted of unlawful conduct toward a child, cruelty to children, or child endangerment. (H. 3856; Erickson),

- allowing a county governing body with referendum approval to impose a one percent sales tax the revenue of which is used to provide a credit against property tax levied in the county for school operations, and to provide that the tax may be rescinded by ordinance if the governing body of the county determines that changes in state law providing for the financing of school operations make the original purpose of the tax impossible to accomplish under the existing law. (H.3975 Herbkersman)

- that allows a qualified coastal county to impose a fee not to exceed one percent on the gross proceeds derived from the rental or charges for accommodations furnished to transients subject to the county's accommodations tax for the purpose of beach preservation. (Currently restricted to municipalities)

- that supports reform of the State Ethics Laws.

- that would provide per student funding for USCB and other branch campuses equal to that for the USC main campus. It is important to have equal funding for all campuses prior to considering a new "accountability format" for funding as proposed in the last legislative session.

- that would provide counties with funding required to replace voting machines in 2017. To date no financial support has been considered by the legislature; another potentially unfunded mandate to counties.

- that would allow counties to perform property reassessments on a 2 or 3 year cycle rather than every 5 years. This will provide for a more predictable/stable tax base with smaller deviations between reassessments.

Oppose Legislation:

- to authorize a municipal capital projects sales tax, as it would dilute the ability of counties and other municipalities to enjoy the benefits of this revenue source. (Currently opposed by SCAC)

- the Business Freedom to Choose Act (flow control) (H.3290) which prohibits a county from passing an ordinance that restricts solid waste disposal at a permitted facility or impedes the development or implementation of a recycling program (flow control)

- that reduces property taxes on manufacturing real and personal property from 10.5 percent to 6 percent (H3290) unless the state compensates local governments for their loss of revenue resulting from said legislation.

- that would prohibit individual counties and/or SCAC from lobbying the state legislature on behalf of the counties.

7. Business License Tax

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Stewart, Governmental Committee Chairman, reported the amended Business License ordinance changed “fee to tax” and “SIC Code to NAICS Code.” With the change to the NAICS Code, Committee has been waiting to see the impact of the revenue stream and/or the mix or make-up of the different classes. Although we would like to get more information and understanding to decide whether we have the right distribution of classes and right charge/fee per class, we do not have the ability to get that information that we need. It is going to have to go through the year’s process of business license tax collection and deal with the class codes in order to have that information.

Status: This issue to be brought back to Committee after a one-year cycle of business license tax collection.

8. Mosquito-Borne Chikungunya Disease

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Greg Hunt, Mosquito Control Director, reported Chikungunya is an illness caused by a virus that spreads through mosquito bites. The most common symptoms of Chikungunya are fever and joint pain. Other symptoms may include headache, muscle pain, joint swelling, or rash. Chikungunya disease rarely results in death, but the symptoms can be severe and disabling. Most people who get sick feel better within a week. In some people, the joint pain may last for months or years. The mosquito that carries Chikungunya virus can bite during the day and night, both indoors and outdoors, and often lives around buildings in urban areas.

Status: Information only.

NATURAL RESOURCES COMMITTEE

July 28, 2014

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

The Natural Resources Committee met Monday, July 28, 2014 beginning at 1:00 p.m. in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Committee Chairman Brian Flewelling, Vice Chairman Cynthia Bensch and members Gerald Dawson, William McBride, Jerry Stewart and Laura Von Harten present. Tabor Vaux was absent. Non-committee member Stewart Rodman 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; Gary Kubic, County Administrator; Eric Larson, Stormwater Utility Manager; and Rob Merchant, Long-Range Planner.

Public: Reed Armstrong, Coastal Conservation League; Ken Driggers, lawyer, Beaufort County Open Land Trust; Ashley Feaster, Executive Director, Home Builders Association; and Bob Semmler, Planning Commission Chairman.

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

Mr. Flewelling chaired the meeting.

ACTION ITEMS

1. Consideration / Cherokee Farms Development Agreement

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Tony Criscitiello, Division Director – Planning and Development, provided the Committee a review of the parcel of property and an overview of the proposed Development Agreement that would apply to the property.

Motion: It was moved by Mrs. Bensch, seconded by Mr. McBride, that Natural Resources Committee recommend Council approve on first reading an ordinance to approve a Development Agreement between Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, and

the County of Beaufort, South Carolina pursuant to Section 6-31-30 of the *Code of Laws of South Carolina*, 1976, as amended. The vote: YEAS – Mrs. Bensch, Mr. Flewelling, Mr. McBride, Mr. Stewart and Ms. Von Harten. ABSTAIN – Mr. Dawson. ABSENT – Mr. Vaux. The motion passed.

Recommendation: Council approve on first reading an ordinance to approve a Development Agreement between Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, and the County of Beaufort, South Carolina pursuant to Section 6-31-30 of the *Code of Laws of South Carolina*, 1976, as amended.

2. Rural and Critical Lands Greenprint Map

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Ken Driggers, lawyer, Open Land Trust, provided the Committee with a PowerPoint presentation on the Rural and Critical Lands Program 2014 Greenprint Map (Greenprint). The presentation identified the benefits of the Greenprint, land protection priorities/strategies, areas of focus for land acquisition and conservation related activities, as well as strategic prioritization as dollars become limited. He reviewed the process and those involved with the building of the Greenprint along with the projected success of the Program.

Estimated needs: total targets in focus areas \$500,000,000, priorities cost \$57,250,000, unallocated \$5,000,000, and priorities need \$52,250,000.

Motion: It was moved by Ms. Von Harten, seconded by Mr. Stewart, that Natural Resources Committee approve and recommend Council approve a resolution adopting the 2014 Greenprint Map identifying areas of focus for future land acquisition and conservation related activities. The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Stewart and Ms. Von Harten. NAYS – Mrs. Bensch. ABSENT – Mr. Vaux. The motion passed.

Recommendation: Council approve a resolution adopting the 2014 Greenprint Map identifying areas of focus for future land acquisition and conservation related activities.

3. Reappointments and Appointments Historic Preservation Review Board

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Motion: It was moved by Mr. McBride, seconded by Mrs. Bensch, that Natural Resources Committee recommend Council nominate Larry Koolkin, representing Port Royal Island, to serve as a member of the Historic Preservation Review Board. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

Recommendation: Council nominate Larry Koolkin, representing Port Royal Island, to serve as a member of the Historic Preservation Review Board.

4. Matters Arising from Executive Session

Motion: It was moved by Mrs. Bensch, seconded by Mr. McBride, that Natural Resources Committee recommend Council authorize the purchase of real property at 1236 Fording Island Road, Bluffton, South Carolina. The property is 9.89+/- acres legally identified as PIN: R600 040 000 0134 0000 for a total price of \$400,000. The source of funding is from Beaufort County General Fund Reserve in the amount of \$150,000, Beaufort County Rural and Critical Lands Preservation Program \$125,000, and Beaufort County Stormwater Utility funds \$125,000. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

Recommendation: Council authorize the purchase of real property at 1236 Fording Island Road, Bluffton, South Carolina. The property is 9.89+/- acres legally identified as PIN: R600 040 000 0134 0000 for a total price of \$400,000. The source of funding is from Beaufort County General Fund Reserve in the amount of \$150,000, Beaufort County Rural and Critical Lands Preservation Program \$125,000, and Beaufort County Stormwater Utility funds \$125,000.

INFORMATION ITEMS

5. Community Development Code Proposal

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Tony Criscitiello, Division Director – Planning and Development, provided the Committee with an update on the Code review process. Planning staff have provided a professionally qualified team of private sector experts experienced in land development planning to test the applicability of the Community Development Code.

The Committee discussed various changes and their concerns within the Code. The Committee recommended changing driveways to a maximum of 12 feet and asked that it be included in the Code.

The Chairman asked that Mr. Criscitiello review all questions and concerns and bring forth a recap of his review at the August meeting.

Motion: It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Natural Resources Committee remove language regarding inoperable shutters. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

Status: Information only.

6. Reappointments and Appointments Planning Commission

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No nominations at this time.

7. Reappointments and Appointments Northern Corridor Review Board

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No nominations at this time.

8. Reappointments and Appointments Southern Corridor Review Board

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No nominations at this time.

9. Reappointments and Appointments Stormwater Management Utility Board

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Status: No nominations at this time.

10. Executive Session

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Motion: It was moved by Ms. Von Harten, seconded by Mr. Dawson, that Natural Resources Committee go immediately into executive session for discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

**REAPPOINTMENTS AND APPOINTMENTS
TO
BOARDS AND COMMISSIONS**

August 11, 2014

1. Governmental Committee

① Lady's Island / St. Helena Island Fire District

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
07.28.14	David Townsend	Lady's Island	Reappoint	10 of 11 (3 rd term)

2. Natural Resources Committee

① Historic Preservation Review Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
07.28.14	Larry Koolkin	Port Royal Island	Appoint	6 of 11 (1 st term)

ORDINANCE NO. ____

AN ORDINANCE OF BEAUFORT COUNTY COUNCIL DIRECTING THE RETENTION OF A
PORTION OF BUSINESS LICENSE TAXES RECEIVED BY THE COUNTY IN A SEPARATE
ECONOMIC DEVELOPMENT FUND ACCOUNT

WHEREAS, By Ordinance Number 99-36, Beaufort County imposed a business license tax on the gross receipts of all entities operating within the unincorporated areas of Beaufort County; and

WHEREAS, whereas the revenues received from the business license tax have been traditionally deposited within the County's general fund to pay for operational expenses of county government; and

WHEREAS, the County desires to improve its overall financial health through diversification and expansion of its tax base so as to not be so reliant upon taxes imposed on residential properties; and

WHEREAS, in order to achieve this goal it is necessary for the County to engage in a concerted effort to encourage economic development to occur within Beaufort County and the low country region; and

WHEREAS, the economic development activities that will be undertaken by the County will necessitate a constant and reliable source of revenue outside of ad valorem property taxes which can be utilized for these purposes; and

WHEREAS, in order to secure this constant and reliable source of funding, it is in the County's best interests to divert a portion of the business license tax revenue, after first paying for the administrative costs incurred in operating the business license department, into a separate fund to be dedicated for economic development activities; and

WHEREAS, the diversion of this revenue will be done on a sliding scale spread out over the course of several years so as to mitigate its impact on the County's general fund.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that it hereby instructs the Administrative Staff to create a separate "Beaufort County Economic Development Fund" and shall place business license tax revenues into this fund based upon the following policy as determined by Beaufort County Council.

1. Administrative costs of the business license department not to exceed \$200,000 shall be deposited in the County's general fund to support the operations of that department.
2. All amounts collected in excess of the amounts identified in section (1) above shall be divided as follows:

FY 2015-2016 – 20% to Economic Development Fund, 80% to County General Fund

FY 2016-2017 – 30% to Economic Development Fund, 70% to County General Fund

FY 2017-2018 – 40% to Economic Development Fund, 60% to County General Fund

FY 2018-2019 – 50% to Economic Development Fund, 50% to County General Fund

Thereafter, the business license tax revenues received by the County, after subtracting amounts authorized herein for administrative reimbursements, shall be distributed 50% to the Economic Development Fund and 50% to the County General Fund for as long as the County should impose a business license tax or until this Ordinance is amended by legislative action of Beaufort County Council. Any amendment to this Ordinance shall only be effective upon a two-thirds majority vote of County Council.

DONE, This ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



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

TO: Councilman Gerald W. Stewart, Chairman, Governmental Committee
FROM: Dave Thomas, CPPO, Purchasing Director *DT*
SUBJ: **Recommendation for Beaufort County Departmental Contract Renewals**
DATE: July 29, 2014

In order to improve our process for renewing annual contracts I have provided a summary sheet (see the attached excel sheet) for your committee's review and approval. The summary sheet provides the vendor name, purpose, department, account name and number, prior and current contract cost, term, and remarks. The department head responsible for the contract or their representative will be available for questions during the Committee meeting.

FOR ACTION: Governmental Committee meeting occurring July 29, 2014.

RECOMMENDATION: The Purchasing Department recommends that the Governmental Committee approve the contract renewals as stated in the attached summary.

CC: Gary Kubic, County Administrator
Bryan Hill, Deputy Administrator
Alicia Holland, Chief Financial Officer *AH*

Att: Contract Renewal Summary for Governmental Committee

Beaufort County, South Carolina
Fiscal Year 2015 Contract Renewals
Governmental Committee

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Southern Health Partners

Your Partner In Affordable Inmate Healthcare

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Post Office Drawer 1228
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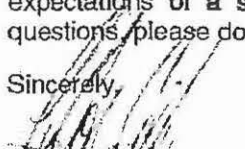
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PURCHASING DEPARTMENT
106 Industrial Village Road, Building 2
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Gerald W. Stewart, Chairman, Governmental Committee

FROM: Dave Thomas, CPPO, Purchasing Director *DT*

SUBJ: **Recommendation for Beaufort County Departmental Contract Renewals**

DATE: July 29, 2014

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RECOMMENDATION: The Purchasing Department recommends that the Governmental Committee approve the contract renewals as stated in the attached summary.

CC: Gary Kubic, County Administrator
Bryan Hill, Deputy Administrator
Alicia Holland, Chief Financial Officer *AH*

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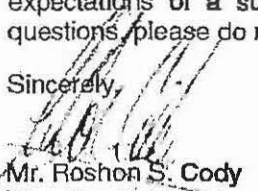
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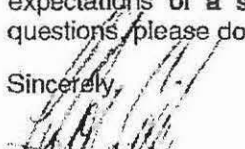
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132	100% Poly (oxy-1,2-ethanediyl), α -(C16-20 branched and linear alkyl)- ω -hydroxy (100%)	53 gl DR	\$2,109.41			AGNIQUE MMF LIQUID
133	100% Poly (oxy-1,2-ethanediyl), α -(C16-20 branched and linear alkyl)- ω -hydroxy (100%)	263 gl TOTE	\$10,331.19			AGNIQUE MMF LIQUID
134	5% PYRETHRIN; 25% PBO	5 gl PL	\$1,357.70			PYROCIDE 7067 5+25
135	5% PYRETHRIN; 25% PBO	30 gl DR	\$6,903.60			PYROCIDE 7067 5+25
136	5% PYRETHRIN; 25% PBO	55 gl DR	\$12,087.90			PYROCIDE 7067 5+25
137	5% PYRETHRIN; 25% PBO	275 gl DR				
138	4.14% RESMETHRIN; 12.42% PBO	5 gl PL	\$568.26			SCOURGE 4-12
139	4.14% RESMETHRIN; 12.42% PBO	55 gl DR	\$6,065.93			SCOURGE 4-12
140	4.14% RESMETHRIN; 12.42% PBO	275 gl TOTE	\$30,207.39			SCOURGE 4-12
141	18% RESMETHRIN; 54% PBO	5 gl PL	\$2,293.69			SCOURGE 18-54
142	18% RESMETHRIN; 54% PBO	55 gl DR	\$24,361.78			SCOURGE 18-54
143	2% Sumethrin	2X2.5 gl Case		\$255.16		
144	2% Sumethrin	30 gl drum		\$1,631.00		
145	2% Sumethrin	55 gl drum		\$2,806.82		
146	2% Sumethrin	275 gl tote		\$14,034.10		
147	10% Sumethrin	2X2.5 gl Case		\$1,089.66		
148	10% Sumethrin	30 gl drum		\$6,366.52		
149	10% Sumethrin	55 gl drum		\$11,589.80		
150	10% Sumethrin	275 gl tote		\$53,576.01		Anvil 10+10 ULV
151	5% Sumethrin + 1% Prolethrin	2X2.5 gl Case		\$972.06		
152	5% Sumethrin + 1% Prolethrin	30 gl drum		\$5,609.11		
153	5% Sumethrin + 1% Prolethrin	55 gl drum		\$9,768.93		
154	5% Sumethrin + 1% Prolethrin	275 gl tote		\$48,871.09		
155	0.5% Spinosad	40 lb bag		\$219.64		
156	2.5% Spinosad	40 lb bag		\$537.43		
157	6.25% Spinosad	220 Tablet Case		\$862.27		
158	8.33% Spinosad	400 Tablet Case		\$648.05		
159	20.6% Spinosad	2X2.5 gl Case		\$4,038.94		
160	22.3% TAU-FLUVALINATE	12x8OZ CS	\$365.39			MAVRIC PERIMETER

2014/

AN ORDINANCE AUTHORIZING THE PLACEMENT OF A QUESTION ON THE OFFICIAL BALLOT FOR THE GENERAL ELECTION TO BE CONDUCTED NOVEMBER 4, 2014, CONCERNING A PROPOSITION AUTHORIZING BEAUFORT COUNTY TO ISSUE GENERAL OBLIGATION BONDS TO ACQUIRE LANDS FOR PRESERVATION PURPOSES AND TO PAY CERTAIN COSTS AND DEBT SERVICE RELATED THERETO.

WHEREAS, Beaufort County has experienced a very high rate of growth and the Beaufort County Council recognizes the need to preserve land that has scenic, natural, recreational, rural, and open space character which is deemed essential to the County's quality of life; and

WHEREAS, Beaufort County has created a citizen advisory committee known as the Beaufort County Rural and Critical Lands Preservation Board for the purpose of identifying and evaluating potential lands for preservation based upon an official criteria and ranking system established for the County; and

WHEREAS, Policy 8 under the Transportation Programs section of the Beaufort County Comprehensive Plan recognizes the fact that portions of the County's roadway system's long term capacity is constrained and additional roadway infrastructure cannot resolve all of the county's roadway capacity problems; and

WHEREAS, Beaufort County Rural and Critical Lands Preservation Board has requested that the County conduct a referendum that if favorably approved by the citizens of Beaufort County, would allocate 1 mill in ad valorem taxes for the express purpose of continuing the acquisition of lands for conservation and recreation purposes; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to conduct a referendum that if favorably approved by the citizens of Beaufort County, would allocate 1 mill in ad valorem taxes for the express purpose of continuing the acquisition of lands for conservation, recreation purposes; and

WHEREAS, Beaufort County Rural and Critical Lands Preservation Board has additionally requested that an amount not to exceed 20 percent (20%) of the total amounts borrowed under this referendum be allowed for the use in the making of improvements and general property maintenance, to those lands which have been acquired by the County under previous rural and critical lands programs and all such lands acquired under this current proposed borrowing; and

WHEREAS, Beaufort County forecasts that a levy of 1 mill as requested by the Beaufort County Rural and Critical Lands Preservation will raise sufficient revenue to finance the issuance of \$20,000,000 in general obligation bonds; and

WHEREAS, it is the intent of Beaufort County Council that at the time of this borrowing, the anticipated repayment shall never exceed more than 1 mill; and

WHEREAS, the purposes of the bond proceeds are to provide for and protect natural areas and open space, to protect water quality from harmful effects of over-development, to preserve land for recreational activities, to preserve farm and forest land, to preserve the rural character of Beaufort County, and to protect other environmentally sensitive areas such as wetlands, marsh lands and headwater areas.

NOW, THEREFORE, BE IT RESOLVED by the Beaufort County Council that pursuant to the provisions of Section 4-9-30, *et seq.* of the *Code of Laws of South Carolina*, 1976, as amended, the Beaufort County Council hereby directs the Beaufort County Board of Elections and Registration to print on the official ballot to be used in the General Election to be held on November 4, 2014 the following public question:

OFFICIAL BALLOT, REFERENDUM
GENERAL OBLIGATION BONDS, NOT TO EXCEED \$20,000,000
FOR LAND PRESERVATION TO PROTECT NATURAL LAND, FARMLAND AND
WATER QUALITY

NOVEMBER 4, 2014

“Shall Beaufort County, South Carolina issue general obligation bonds, not to exceed \$20,000,000, representing a borrowing that at no time shall exceed 1 mill in debt service repayment, for the purpose of land preservation, by purchasing land, development rights and/or conservation easements in all areas of Beaufort County, in order to protect water quality, natural lands, wildlife areas, farmland, parkland, recreational areas, coastal areas, rivers and wetlands, provided that all expenditures shall be prioritized based upon an official criteria and ranking system established for the County, and subject to an annual independent audit and provide that an amount, not to exceed 20 percent (20%) of the amount borrowed may be spent on improvements and general property maintenance, to those lands which have been acquired by Beaufort County, South Carolina under previous rural and critical lands programs and all such lands acquired under this current proposed borrowing?

If the voter wishes to vote in favor of the question, place a check or cross mark in the square after the words “In favor of the question”; if the voter wishes to vote against the question, place a check or cross mark in the square after the words “Opposed to the question.”

YES In favor of the question []
NO Opposed to the question []”

If this question is approved, then Beaufort County will be authorized to issue general obligation bonds in an amount not to exceed \$20 million. The bond funds will allow Beaufort County to continue to preserve open land as well as making improvements to such lands. Bond funds may be used only for the purposes stated in the ballot question. None of the funds may be used for any other purpose, or for administrative expenses of Beaufort County. However, the County shall be permitted to expend bond funds to engage a qualifying organization(s) in the management of the Beaufort County Rural and Critical Lands Preservation Program. An annual audit will verify that the funds are used as required by law.

Adopted this _____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: June 23, 2014
Second Reading: July 28, 2014
Public Hearing:
Third and Final Reading:

ORDINANCE NO. _____

TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE, ARTICLE V, SECTION 46-151 THROUGH SECTION 46 – 163 OF THE HAZARDOUS MATERIALS ORDINANCE

WHEREAS, Act 283 of 1975, The Home Rule Act, vested Beaufort County Council with the independent authority to control all acts and powers of local governmental authority that are not expressly prohibited by South Carolina law; and

WHEREAS, Article V, Section 46 – 151 through Section 46 -163 was adopted in 1990 by Beaufort County Council to develop a database of information concerning the location and disposal of hazardous materials in the County; and

WHEREAS, Beaufort County Council believes to best provide for the health, safety, and welfare of its citizens it is appropriate to amend Article V, Section 46 – 151 through Section 46 - 163 of the Beaufort County Code and to provide for additional terms to said Article; and

WHEREAS, text that is underscored shall be added and text ~~lined through~~ shall be deleted text; and

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that Section 46 of the Beaufort County Code is hereby amended and replaced with the following:

Sec. 46-151. Purpose.

- (a) It is the intent of this article to develop a database of information concerning the location and disposal of hazardous materials in the county. This database will be used to protect firefighters and emergency personnel from injury or death occurring from an explosion or fire because of unknown dangerous materials present.
- (b) It is further intended to use this database to protect the natural environment through the monitoring of use and disposal of hazardous materials within the county.
- (c) It is further intended to locate and identify those businesses that should report extremely hazardous substances under SARA, title III, in order to form site plans and ensure compliance.

(Code 1982, § 8-41)

Sec. 46-152. Scope.

- (a) This article shall apply to all materials that are highly flammable or that may react to cause fires or explosions or that, by their presence, create or augment a fire or explosion hazard or that, because of the toxicity, flammability, or liability of

explosion, render firefighting, rescue or public safety operations abnormally dangerous or difficult or create a threat to public health or safety. This article shall also apply to flammable or combustible liquids that are chemically unstable and that may spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials shall include such materials as flammable solids, corrosive liquids, radioactive materials, oxidizing materials, potentially explosive materials, poisonous gases and hazardous materials known or suspected of chronic toxicity, as defined in this article. However, this article shall not include heating fuels, lubricating oils, hydraulic oils, lubricating greases or compressed gases for residential use.

- (b) The storing, handling and dispensing of materials covered by this article shall be pursuant to the requirements of any and all applicable local, state and federal codes.
- (c) This article recognizes that transporters of hazardous materials must comply with all United States Department of Transportation regulations, such hazardous materials regulations governing both interstate and intrastate activities.

(Code 1982, § 8-42)

Sec. 46-153. Applicability of Classes and Divisions; Extremely Hazardous Substances; Registration Categories.

- (a) For the purposes of this article, the following divisions, as identified by the United Nations Classification System, shall apply:

<i>Class 1</i>	<i>Explosives</i>
1.1	Explosives with a mass explosion hazard
1.2	Explosives with a projection hazard
1.3	Explosives with a predominantly fire hazard
1.4	Explosives with no significant blast hazard
1.5	Very insensitive explosives
<i>Class 2</i>	<i>Gases</i>
2.1	Flammable gases (can be ignited very easily)
2.2	Nonflammable gases
2.3	Poison gases (any gas of such nature that a small amount of the gas, when mixed with air, is dangerous to life)

Class 3	<i>Flammable Liquids</i>
3.1	Flashpoint below minus 18° C (0° F)
3.2	Flashpoint minus 18° C and above but less than 23° C (73° F)
3.3	Flashpoint of 23° C and up to 61° C (141° F)
Class 4	<i>Flammable Solids; Spontaneously Combustible Materials; Materials Dangerous When Wet</i>
4.1	Flammable solids (a solid substance, other than one classified as an explosive, which is liable to cause fires through friction, through absorption of moisture, through spontaneous chemical changes, or as a result of retained heat from manufacturing or processing)
4.2	Spontaneously combustible materials
4.3	Materials that are dangerous when wet
Class 5	<i>Oxidizers and Organic Peroxides</i>
5.1	Oxidizers (evolves oxygen either spontaneously or with mild heating)
5.2	Organic peroxides
Class 6	<i>Poisonous and Etiologic (Infectious) Materials</i>
6.1	Poison A: A liquid so toxic that an extremely small amount of the vapor formed by the liquid is dangerous to life
	Poison B: Less toxic liquids and solids that are hazardous either by contact with the body (skin absorption) or by ingestion
	Poison C: Liquids or solids that evolve toxic or strongly irritating fumes when heated or when exposed to air
6.2	Etiological (infectious) materials
Class 7	<i>Radioactive Materials</i>
	Any material or combination of materials that spontaneously emits ionizing radiation
Class 8	<i>Corrosives</i>
	Any acids, alkaline caustic liquids, and other corrosive liquids which, when in contact with living tissue, will cause severe damage of such tissue by chemical action; in case of leakage will materially damage or destroy other containers of other hazardous commodities by chemical action and cause the release of their contents; or are liable to cause fire when in contact with organic matter or with certain materials
Class 9	<u>Miscellaneous Hazardous Materials/Other Regulated Materials (ORM) (NEW)</u>
	<u>Materials that present a hazard during transportation but do not meet other hazard class definitions. (i.e., asbestos, dry ice, polymeric beads, PCBs)</u>

- (b) Extremely hazardous substances are those substances designated as such by the administrator of the United States Environmental Protection Agency.
- (c) For the purposes of registration, the following registration categories are hereby established and defined:
 - (1) *Category A* includes any facility which uses, produces or stores any amount of extremely hazardous substance, as defined by section 304 of the Emergency Planning and Community Right-to-Know Act of 1986 (SARA title III), and meets or exceeds the reportable quantities under the extremely hazardous substances list, or under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 list.
 - (2) *Category B* includes any facility which produces hazardous chemicals and/or stores hazardous chemicals for wholesale and/or any facility which uses hazardous chemicals, as defined in subsection (a) of this section, and meets or exceeds quantities listed in subsection (f) of this section.
 - (3) *Category C* includes any facility which handles or stores any hazardous chemical, as defined in subsection (a) of this section, and meets or exceeds quantities listed in section (f) of this section for retail sale to the general public.
- (d) For the purpose of registration, the term hazardous chemicals does not include the following:
 - (1) Any food, food additive, color additive, drug or cosmetic regulated by the Food and Drug Administration.
 - (2) Any substance to the extent it is used for personal, family or household purposes.
 - (3) Any substance to the extent it is used in a medical research laboratory or a hospital or other medical facility under the direct supervision of a technically qualified individual.
 - (4) Any substance to the extent it is used by a food service facility in the preparation of such food for human consumption.
 - (5) Any substance to the extent it is stored and used by the facility for janitorial and housekeeping purposes only.
- (e) This article shall not apply to farmers, provided their storing, handling, and use of hazardous materials is for farming purposes only.
- (f) A registration shall be required for the use, handling, production, and/or storage of any quantity of hazardous chemicals, as defined under subsection (a) of this section, which meets or exceeds the following amounts. **NOTE: ~~A registration shall also be required for those facilities which adhere to Category A in subsection (c)(1) of this section:~~**

Classification	Division	Amount
Class 1	1.1	Any
	1.2	Any
	1.3	Any
	1.4	Any
	1.5	Any
Class 2	2.1	100 lbs. 50 lbs.
	2.2	None 50 lbs.
	2.3	Any
Class 3	3.1	55 gals. 25
	3.2	55 gals. 25
	3.3	55 gals. 25
Class 4	4.1	10 lbs.
	4.2	10 lbs.
	4.3	10 lbs.
Class 5	5.1	200 lbs.
	5.2	10 lbs.
Class 6	6.1	Any
	6.2	Any
Class 7		Any
Class 8		55 gals. 25
<u>(NEW) Class 9</u>		<u>Any</u>

(Code 1982, § 8-43)

Sec. 46-154. Enforcement and Administration.

The ~~county emergency preparedness department~~ **Emergency Management Division of the Beaufort County Sheriff's Office** will be responsible for the administration of this article and maintaining registrations.

(Code 1982, § 8-44)

Cross reference—Administration, ch. 2.

Sec. 46-155. Official's Right of Entry.

- (a) The appropriate official designated by the county administrator or his authorized representative (~~i.e., Fire Marshal in the appropriate jurisdiction~~) may, at all reasonable times, request access to any building, whether completed or under construction, or to any property for the purpose of making an inspection or investigation to enforce any of the sections of this article, and if denied and a belief exists as to probable cause that hazardous materials are present, such official shall obtain a search warrant to allow inspection of the premises.
- (b) If an emergency appears to exist, the county may petition for a court order enjoining the owner or occupant of the premises from conducting business or storing the product in question.
- (c) No person, owner or occupant of any building or premises shall fail, after proper credentials are displayed, to permit entry into any building or onto any property by the appropriate official designated by the county administrator or a duly authorized agent for the purpose of inspections pursuant to this article. Any person violating this section shall be guilty of a misdemeanor and, upon conviction, sentenced to a fine of ~~\$200.00~~ **\$500** or 30 days in jail for each offense.

(Code 1982, § 8-45)

Sec. 46-156. Sampling Permitted.

Under this article, the appropriate official may verify the contents of any chemical container by taking a sample for analysis if the holder or owner of a chemical container is unable to identify or substantiate the contents through the production of trade-accepted manifests and/or acceptable documentation.

(Code 1982, § 8-46)

Sec. 46-157. Vehicle Inspection.

No material shall be transported in any vehicle which has physical, mechanical or electrical defects that could cause or contribute to fire or explosion or which is

improperly placarded, as provided in the United States Department of Transportation regulation. The appropriate official designated by the county administrator and any county law enforcement officer shall have the authority to inspect a vehicle transporting materials for such defects or violations and shall prohibit a defective vehicle or improperly placarded vehicle from transporting materials on roads and highways within the county.

(Code 1982, § 8-47)

Cross reference— *Traffic and vehicles, ch. 70.*

Sec. 46-158. Disposal.

Disposal of hazardous materials shall be by methods meeting all requirements of state and federal law. Upon registration of hazardous materials, a list of materials for disposal, method of disposal and location of disposal shall be supplied.

(Code 1982, § 8-48)

Sec. 46-159. Registration and Fees Required.

- (a) A fee shall be paid for initial registration pursuant to this article. An annual renewal fee shall be paid by January 1 of each year. Only one registration is required per facility per year. The fee schedule shall be as follows:

Category	Initial Registration	Renewal Registration
A	\$300.00	\$200.00
B	150.00	100.00
C	100.00	50.00

- (b) No registration shall be valid after December 31 of the year in which it was issued.

- (c) **Those who have not paid their renewal fee by January 1st shall be subject to a late fee of double their annual renewal fee. (i.e., Category A = \$400, Category B = \$200, Category C = \$100)**

- ~~(e)~~ **(d)** Government agencies are exempted from the fees but are not exempted from compliance.

- ~~(d)~~ **(e)** Registrations are nontransferable.

(Code 1982, § 8-49)

Sec. 46-160. Disposition of Fees Collected.

- (a) All fees collected pursuant to this article shall be turned in to the county treasurer and credited to the county's general fund.
- (b) The funds generated by this article will be allocated to the Local Emergency Planning Committee as described by the Community Right-to-Know Act of 1986 (SARA title III). The Committee will use these funds to purchase hazardous materials equipment, to develop a hazardous materials response capability and to conduct training needed for combating all hazardous materials incidents.

(Code 1982, § 8-50)

Sec. 46-161. Notices and Orders.

Whenever ~~the~~ a **Fire Marshal in his/her appropriate jurisdiction**, or a duly authorized agent designated by the county administrator finds, in any building or upon any premises, dangerous or hazardous conditions or materials, there shall be issued such Notice ~~or~~ and Orders to remove or remedy the conditions as may be necessary for the protection of life and property from fire and smoke or explosion.

(Code 1982, § 8-51)

Sec. 46-162. Violations and Penalties.

- (a) Any person operating or maintaining any occupancy, premises or vehicle subject to this article who fails to rectify any violation of this article on premises under his control or who fails to take immediate action to abate a violation of this article when ordered or notified to do so by the appropriate official designated by the county administrator or his duly authorized representative shall be guilty of a misdemeanor and upon conviction sentenced to a fine of ~~\$200.00~~ \$500 or 30 days in jail for each offense.
- (b) Any person failing to register materials or pay the registration or renewal fee covered by this article is in violation of the article and is subject to the penalties and fees as outlined in subsection (a) of this section.

(Code 1982, § 8-52)

Sec. 46-163. Reimbursement of County's Costs.

If a spill or release of any hazardous material, as defined by this article, occurs which would require the county to commit its hazardous material resources, the party responsible for such spill or release shall pay all costs incurred by the county, including all legal fees, in its efforts to mitigate any risks to life, property and/or the environment

caused by such spill or release. The county administrator or his designee shall have the sole authority to commit the county's hazardous material resources.

(Code 1982, § 8-53)

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective upon approval at third and final reading by Beaufort County Council.

DONE, 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: June 23, 2014

Second Reading: July 28, 2014

Public Hearing:

Third and Final Reading:

Ordinance No. _____

AN ORDINANCE TO REGULATE UNFIT DWELLINGS AND UNSAFE BUILDINGS
WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY, TO PROVIDE FOR
THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO.

WHEREAS, This ordinance is authorized pursuant to Section 31-15-310 *et seq.* of the *South Carolina Code of Laws* (1976), as amended; and

WHEREAS, there exists within the unincorporated areas of the County dwellings which are unfit for human habitation due to dilapidation; defects increasing the hazards of fire, accidents or other calamities; lack of ventilation, light or sanitary facilities; extreme or structural deterioration so as to render the dwelling unsafe; or other conditions rendering such dwellings unsafe or unsanitary, dangerous, or detrimental to the health, safety or morals or welfare to the citizens of the County; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to amend the County Code to adopt a mechanism to address such conditions;

WHEREAS, Beaufort County Council desires to further amend said Ordinance to clarify certain provisions and to remove provisions relating to the regulation of unfit dwellings and unsafe buildings.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that the following regulations are hereby adopted

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

ARTICLE IV. ~~UNSAFE BUILDINGS~~ UNFIT DWELLINGS

Sec. ~~74-131~~. Authority.

Sec. 74-132. ~~Abatement generally.~~ Definitions

Sec. 74-133. ~~Preliminary investigation.~~ Unfit Dwellings, Generally

Sec. 74-134. ~~Content and delivery of notice.~~ Powers & Duties

Sec. 74-135. ~~Delivery of notice confirmation.~~ Investigation & Complaint

Sec. 74-136. ~~Standards for compliance.~~ Order to Owner, Service of Notice, Complaint or
Order and Owner's Answer

Sec. 74-137. ~~Owner's answer and response.~~ Necessary Action by Owner.

Sec. 74-138. ~~Hearing.~~ Failure to Comply.

Sec. 74-139. ~~Staying of notice under appeal.~~ Appeal.

Sec. 74-140. ~~Procedure for hearing appeals.~~ Extension of Time.

Sec. 74-141. ~~Decision procedure; board hearing.~~ Recovery Costs.

Sec. 74-142. ~~Recourse.~~ Powers of County to Declare Nuisance.

~~Sec. 74-143. Implementation. Sale of Materials of Removed or Demolished Dwelling.~~

~~Sec. 74-144. Extension of time. Article Provisions are Cumulative.~~

~~Sec. 74-145. Interference.~~

~~Sec. 74-146. Recovery of cost of repair or demolition.~~

~~Secs. 74-147 – 74-175. Reserved. Secs. 74-145 – 74-175. Reserved.~~

Sec. 74-131. Authority.

The provisions of this article are adopted pursuant to the authority conferred by S.C. Code 1976, § 31-15-310 et seq., as amended.

(Code 1982, § 5-61)

Sec. 74 -132. ~~Abatement generally.~~ Definitions.

~~A building or structure that has been abandoned and is unfit for human habitation due to extreme deterioration of its structural members, which renders such members inadequate to support their own dead weight and other applied loads, or those that have sustained severe structural damage as a result of fire and constitute a hazard to safety or health are considered unsafe and shall be abated by repair or demolition.~~

~~*(Code 1982, § 5-62)*~~

For the purposes of this article:

- (1) “County” shall mean that area comprising the county other than municipalities;
- (2) “Public Officer” shall mean the office or officers who are authorized by ordinances adopted hereunder to exercise the powers prescribed by such ordinance;
- (3) “Owner” shall mean the holder of the title in fee simple and every mortgagee of record
- (4) “Parties of Interest” shall mean all individuals, association, corporation and others who have interests of record in dwelling and any who are in possession thereof; and
- (5) “Dwelling” shall mean any building or structure, or part thereof, used and occupied for human habitation or intended to be so used and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith.

(Code 1982, § 5-62)

Sec. 74-133. Preliminary investigation. Unfit Dwelling, Generally.

~~Whenever it appears to the building official, on his own motion, that any dwelling is unfit for human habitation, the building official shall conduct an inspection to determine if the building is unsafe. If this preliminary investigation discloses a basis for such charges, the building official shall issue and cause to be served upon the owner and all parties in interest in such building a complaint stating the charge in that respect.~~

Whenever the County Administrator or his designated representative(s) finds that there exist in the County, dwellings which are unfit for human habitation due to (a) dilapidation, (b) defects increasing the hazards of fire, accidents or other calamities, (c) lack of ventilation, light or sanitary facilities (d) extreme or structural deterioration so as to render dwelling unsafe or (e) other conditions rendering such dwellings unsafe or unsanitary, dangerous or detrimental to the health, safety or morals or otherwise inimical to the welfare of the residents of the county, the county may exercise its police powers to repair, close or demolish any such dwelling.

Sec. 74-134. ~~Content and delivery of notice.~~ Powers & Duties

~~The building official shall prepare and issue a notice of unsafe building directed to the owner of record of the building or structure. Complaints, notices or orders issued by the building official pursuant to this article shall be served upon persons either personally or by registered mail, but if the whereabouts of such person is unknown and cannot be ascertained by the building official in the exercise of reasonable diligence and the building official shall make an affidavit to that effect, the serving of such complaint upon or order upon such person may be made by publishing it once each week for two consecutive weeks in a newspaper printed and published in the county or, in the absence of such newspaper, in one printed and published in the municipality and circulating in the county. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order and published in a newspaper of general circulation for two consecutive weeks. A copy of such complaint or order shall also be filed with the clerk of court of the county in which the dwelling is located, and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law. The notice shall contain, but not be limited to, the following information:~~

~~(1)~~

~~The street address and legal description of the building, structure or premises.~~

~~(2)~~

~~A statement indicating the building or structure has been declared unsafe by the building official, and a detailed report documenting the conditions~~

~~determined to have rendered the building or structure unsafe under this article.~~

~~(3)~~

~~A statement advising the owner or other interested parties that a hearing will be conducted by the construction board of adjustments and appeals after 30 days but not more than 45 days from receipt of the complaint.~~

~~(4)~~

~~A statement advising that, if the required action as determined by the building official is not commenced within or completed by the time specified, the building will be ordered demolished and posted to prevent further occupancy until the work is completed, and the building official may cause the work to be done and all costs incurred charged against the property or the owner of record.~~

~~(5)~~

~~If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continued to completion within such time as the building official further determines. The notice shall also indicate the degree to which the repairs must comply with the provisions of the Standard Building Code, in accordance with section 101.2.1.~~

~~(6)~~

~~If the building or structure is to be demolished, the notice shall require that all required permits for demolition be secured and that the demolition be completed within such time as determined reasonable by the building official.~~

~~(7)~~

~~A statement advising that any person having any legal interest in the property may answer the notice by the building official to the construction board of adjustments and appeals and that such answer shall be in writing in the form specified and shall be filed with the building official within 30 days from the date of the notice and that failure to answer in that time may constitute a waiver of all rights to an administrative hearing.~~

~~(Code 1982, § 5-64)~~

The County Administrator or his designated representative(s) may exercise such powers and duties as may be necessary or convenient to carry out and effectuate the purposes and provisions of this article, including the following powers in addition to others herein granted.

- (a) To investigate the dwelling conditions in the County in order to determine which dwellings therein are unfit for human habitation;

- (b) To administer oaths and affirmations, examine witnesses and receive evidence;
- (c) To enter upon premises for the purpose of making examinations, provided such entries be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (d) To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of the ordinance; and
- (e) To delegate any of his functions and powers under this article to such officers and agents as he may choose.

Sec. 74-135. ~~Delivery of notice confirmation.~~ Investigation and Complaint

~~Proof of service of the notice required in section 74-134 shall be by written declaration indicating the date, time and manner in which service was made or properly notarized and signed by the person served by return receipt.~~

~~(Code 1982, § 5-65)~~

- (a) Whenever a complaint or petition is filed with the County Administrator or his designated representative(s), by at least five residents of the County, charging that any dwelling is unfit for human habitation or whenever it appears to the County Administrator or his designated representative(s), on his own motion, that any dwelling is unfit for human habitation, the County Administrator or his designated representative(s) shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner and all parties of interest in such dwelling, a complaint or notice in letter form, stating the charges and that a hearing may be held before County Administrator or his designated representative(s), not less than ten (10) days nor more than thirty (30) calendar days after the service of such complaint or letter; that the owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint or a mutually agreed upon time as determined by the owner, all parties of interest and the County Administrator or his designated representative(s).
- (b) If, after such notice and hearing, the County Administrator or his designated representative(s) determines that the dwelling under consideration is unfit for human habitation, he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order.

Sec. 74-136. Standards for compliance. Order to Owner, Service of Notice, Complaint, or Order and Owner's Answer

~~The following action shall be taken by the building official when ordering the repair or demolition of an unsafe building or structure. The building shall be ordered repaired in accordance with the Standard Building Code or demolished at the option of the owner.~~

~~(Code 1982, § 5-66)~~

(a) The order shall contain, but not be limited to, the following information:

- (1) The street address and legal description of the building, structure or premises.
- (2) A statement indicating the building or structure has been declared unfit by the building official, and a detailed report documenting the conditions determined to have rendered the building or structure unfit under this article.
- (3) If the building or structure is to be demolished, the notice shall require that all required permits for demolition be secured and that the demolition be completed within such time as determined reasonable by the County Administrator or his designated representative(s).
- (4) If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continued to completion within such time as the County Administrator or his designated representative(s) further determines.

(b) Notice, complaints or orders issued under this article shall be delivered to and/or served upon such persons either personally or by certified mail, return receipt requested, but if the whereabouts of such persons is unknown and cannot be ascertained by County Administrator or his designated representative(s) in the exercise of reasonable diligence, the County Administrator or his designated representative(s) shall make an affidavit to that effect and the serving of such complaint or order upon such persons may be made by publishing it once each week for two (2) consecutive weeks in a newspaper printed and published in the county. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A copy of the complaint or order shall also be filed with the clerk of court of the county in which the dwelling is located and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

Sec. 74-137. ~~Owner's answer and response.~~ Necessary Action by Owner

~~Any person entitled to service in accordance with this article may answer any action of the building official under this article to the construction board of adjustments and appeals. Such answer must be filed in writing with the building official within 30 days from that date of service and must contain at least the following information:~~

~~(1) Identification of the building or structure concerned by street address or legal description.~~

~~(2) A statement identifying the legal interest of each appellant.~~

~~(3) A statement identifying the specific order or complaint section being answered.~~

~~(3) A statement detailing the issues on which the appellant desires to be heard.~~

~~(4) The legal signature of all owners or occupants and their official mailing addresses.~~

(Code 1982, § 5-67)

- (a) If the repair, alteration or improvement of the dwelling can be made at a reasonable cost in relation to the value of the dwelling ("reasonable cost" being not over fifty (50) percent of the fair market value of the dwelling), the owner shall be required, within the time specified in the order, to repair, alter or improve such dwelling to render it fit for human habitation or to vacate and close the dwelling as a human habitation; or
- (b) If the repair, alteration or improvement of the dwelling cannot not be made at a reasonable cost in relation to the value of the building ("reasonable cost" being not over 50 percent of fair market value), the owner shall be required, within the time specified in the order, to remove or demolish such dwelling.

Sec. 74-138. ~~Hearing.~~ Failure to Comply

(a)

~~*Generally.* After receipt of an answer as provided in section 74-137, the construction board of adjustments and appeals shall conduct a hearing at the time and location fixed by the complaint and notice.~~

(b)

~~*Failure to appear.* Failure of any person to appear at the hearing set in accordance with this article shall constitute a waiver of his right to an administrative hearing on the notice.~~

(e)

~~Scope. The hearing shall offer the owner or occupant the opportunity to be heard on only those specific matters or issues raised by the owner or occupant. The owner or occupant may appear at the hearing in person or through his attorney or other designated representative.~~

~~(Code 1982, § 5-68)~~

- (a) If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the County Administrator or his designated representative(s) may cause such dwelling to be repaired or to be vacated and closed. In addition, the County Administrator or his designated representative(s) may cause to be posted on the main entrance of any dwelling so closed, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."
- (b) If the owner fails to comply with an order to remove or demolish the dwelling, the County Administrator or his designee may cause such dwelling to be removed or demolished.

Sec. 74-139. ~~Staying of notice under appeal.~~ Appeal.

~~Any notice issued by the building official under this article shall be held in abeyance during the course of an appeal.~~

~~(Code 1982, § 5-69)~~

Any person affected by an order issued by the County Administrator or his designated representative(s) may, within sixty days after the posting and service of the order, petition the circuit court for an injunction, restraining the County Administrator or his designated representative(s) from carrying out the provisions of the order and the court may, upon such petition, issue a temporary injunction, restraining the County Administrator or his designated representative(s) pending the final disposition of the cause. Hearings shall be held by the court on such petitions within 20 days or as soon thereafter as possible and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. In all such proceedings, the findings of the County Administrator or his designated representative(s) as to facts, if supported by evidence, shall be conclusive. Costs shall be in the discretion of the court. The remedies herein provided shall be exclusive remedies and no person affected by an order of the County Administrator or his designated representative(s) shall be entitled to recover any damages for action taken pursuant to any order of the County Administrator or his designated

representative(s) or because of compliance by such person with any order of the County Administrator or his designated representative(s).

Sec. 74-140. ~~Procedure for hearing appeals.~~ Extension of Time.

- (a) ~~Rules.~~ Hearings held pursuant to this article shall not be required to be conducted in accordance with the technical rules relating to evidence and testimony prevailing in courts of law or equity. The construction board of adjustments and appeals may grant continuances for good cause.
- (b) ~~Oaths and affirmations.~~ In any proceedings under this article, any member of the board shall have the power to administer oaths and affirmations and to certify official acts.
- (c) ~~Evidence.~~ Oral evidence shall be taken only on oath or affirmation. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. Relevant evidence shall be admitted if it is the type on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or evidence over objection in civil courts.
- (d) ~~Inspections.~~ The board may inspect any building, structure or premises involved in the hearing during the course of the hearing, provided the following are complied with:
 - (1) Notice of such inspection is given to the parties prior to making the inspection;
 - (2) The parties are allowed to be present during the inspection; and
 - (3) The inspector states for the record, upon completion of the inspection, the facts observed and any conclusions drawn therefrom.

~~(Code 1982, § 5-70)~~

The County Administrator or his designated representative(s) may approve one or more extensions of time as he may determine to be reasonable to complete the required repair or demolition pursuant to this article. All requests for extension of time must be in writing.

Sec. 74-141. ~~Decision procedure; board hearing.~~ Recovery of Costs.

~~When a case is heard before the construction board of adjustments and appeals itself, as provided in this article, any member who did not hear the evidence presented or who has not read the entire record of the proceeding shall not vote or take part in the decision.~~

~~(Code 1982, § 5-71)~~

The amount of the costs of such repairs, alterations or improvements or the removal or demolition by the county shall be a lien against the real property upon which such cost was incurred and shall be collectible in the same manner as county taxes.

Sec. 74-142. ~~Recourse.~~ Power of County to Declare Nuisance

~~If the owner or occupant is aggrieved by the decision of the construction board of adjustments and appeals made pursuant to this article, nothing in this section shall be construed to deprive him of seeking redress in civil or other applicable court. The appeal must be filed within 60 days from the effective date of the board's final decision.~~

(Code 1982, § 5-72)

Nothing in this article shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings, criminal proceedings or otherwise.

Sec. 74-143. ~~Implementation.~~ Sale of Materials of Removed or Demolished Dwelling.

(a)

~~*Failure to respond.* A person who, after the order of the building official or the decision of the construction board of adjustments and appeals becomes final under this article, fails or refuses to respond to the direction of such order shall be prosecuted to the extent provided for by law.~~

(b)

~~*Failure to commence work.* Whenever the required repair, vacation or demolition is not commenced within 90 days after the effective date of the board's order, the building structure or premises shall be posted as follows:~~

~~UNSAFE BUILDING~~

~~DO NOT OCCUPY~~

~~It shall be punishable by law to occupy this building or remove or deface this notice.~~

~~(Specify the applicable law and penalty for violation thereof)~~

~~Building Official~~

~~County of Beaufort~~

(c)

~~*Repair or demolition by county.* Subsequent to posting the building, the building official may cause the building to be repaired to the extent required to render it safe or, if the notice required demolition, to cause the building or structure to be demolished and all debris removed from the premises. The cost of repair or~~

~~demolition shall constitute a lien on the property and shall be collected in a manner provided by law.~~

(d)

~~Payment of monies. Any monies received from the sale of a building or from the demolition thereof, over and above the cost incurred, shall be paid to the owner of record or other persons lawfully entitled thereto.~~

~~(Code 1982, § 5-73)~~

If a dwelling is removed or demolished by the County Administrator or his designated representative(s) he shall sell the materials of such dwelling and shall credit the proceeds of such sale against the cost of the removal or demolition and any balance remaining shall be deposited in the circuit court by the County Administrator or his designated representative(s) shall be secured in such manner as may be directed by such court and shall be disbursed by such court to the persons found to be entitled thereto by final order or decree of such court.

Sec. 74-144. Extension of time. Article Provisions are Cumulative.

~~The building official may approve one or more extensions of time as he may determine to be reasonable to complete the required repair or demolition pursuant to this article. If such requests for extensions of time, in total, exceed 120 days, they must also be approved by the construction board of adjustments and appeals which may act without further public hearing.~~

~~(Code 1982, § 5-74)~~

Nothing in this article shall be construed to abrogate or impair the powers of the courts or any department of any municipality in the County to enforce any provisions of its charter or its ordinance or regulations, or to prevent or punish violations thereof and the powers conferred by this article shall be in addition and supplemental to the powers conferred by any other law.

Sec. 74-145. Interference.

~~No person shall obstruct or interfere with the implementation of any action required by the final notice of the building official or the construction board of adjustments and appeals made pursuant to this article. Any person found interfering or obstructing such actions shall be prosecuted to the extent provided for by law.~~

~~(Code 1982, § 5-75)~~

~~Sec. 74-146. Recovery of cost of repair or demolition.~~

~~Whenever a building or structure is repaired or demolished in accordance with this article and the cost of such repair or demolition is borne by the city, county or state, the governmental entity is empowered to use all legal methods to recover such expense from the responsible owner or occupant of such property.~~

(Code 1982, § 5-76)

Secs. 74-147—74-175. Reserved.

DONE, 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: June 23, 2014

Second Reading: July 28, 2014

Public Hearing:

Third and Final Reading:

**AN ORDINANCE AUTHORIZING BEAUFORT COUNTY TO SELL
THREE REAL PROPERTIES IDENTIFIED AS:**

429 Broad River Boulevard, Beaufort, R100 028 00A 0252 0000

1603 Ivy Lane, Beaufort, R120 008 000 0210 0000

Leroy E. Brown Medical Center, 41 Ball Park Road, St. Helena Island; R300 016 000 183A 0000

WHEREAS, Beaufort County is the owner of real properties located at 429 Broad River Boulevard, Beaufort (R100 028 00A 0252 0000); 1603 Ivy Lane, Beaufort (R120 008 000 0210 0000); and the Leroy E. Brown Medical Center, 41 Ball Park Road, St. Helena Island (R300 016 000 183A 0000); and

WHEREAS, the properties at 429 Broad River Boulevard, Beaufort, SC and 1603 Ivy Lane, Beaufort, SC had been used by Disabilities and Special Needs in its consumer resident program; and

WHEREAS, the property known as the Leroy E. Brown Medical Center, 41 Ball Park Road, St. Helena Island, SC, had been used by Beaufort Jasper-Comprehensive Health Services, which vacated the property when it built a new facility at Penn Center; and

WHEREAS, Beaufort County has discontinued its use of these properties thereby leaving the properties vacant and unoccupied; and

WHEREAS, Beaufort County has determined that it is in the best interests of its citizens to sell the above-described properties upon such terms and conditions as may be most favorable to the County.

NOW, THEREFORE, Be it Ordained by Beaufort County Council that the County Administrator is hereby authorized to execute and sell the properties identified as R100 028 00A 0252 0000, R120 008 000 0210 0000 and R300 016 000 183A 0000, by accepting no less than the appraised value of such properties as determined by an independent appraiser or the most recent assessed value appraisal of the Beaufort County Assessor, and/or on such terms and conditions as the County Administrator believes reasonably prudent and in the best interests of the citizens of Beaufort County.

DONE 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, By Title Only: June 23, 2014

Second Reading: July 28, 2014

Public Hearing:

Third and Final Reading:

**AN ORDINANCE TO PROVIDE AN APPROPRIATION FROM THE
LOCAL ACCOMMODATIONS TAX FUND TO THE SANTA ELENA
FOUNDATION IN THE AMOUNT OF \$75,000**

WHEREAS, Beaufort County is desirous of supporting the Santa Elena Foundation in its efforts to develop, preserve and showcase this important piece of national history through an interpretive center and continued archaeology digs on Parris Island; and

WHEREAS, Beaufort County has determined that it is in the best interests of its citizens to provide funding to the Santa Elena Foundation for this purpose from Local Accommodations Tax Funds.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that an appropriation in the amount of \$75,000 be made to the Santa Elena Foundation from the Local Accommodations Tax Fund and any previous appropriations of Accommodations Tax Funds to the Santa Elena Foundation are hereby ratified by this Ordinance.

BE IT FURTHER ORDAINED by Beaufort County Council that all prior disbursements of Local Accommodations Tax Funds by Beaufort County are hereby ratified.

DONE 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, By Title Only: June 23, 2014

Second Reading: July 28, 2014

Public Hearing:

Third and Final Reading:

2014 /

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

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

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

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

Adopted this ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: July 28, 2014

Second Reading:

Public Hearing:

Third and Final Reading:

Walter J. Nester, III

wnester@mcnair.net
T 843.785.2171
F 843.686.5991

MEMORANDUM

Via E-mail Only (jgruber@bcgov.net)

TO: Joshua A. Gruber, Esq.

CC: Allison Coppage, Esq. (*via e-mail*)
Mr. Tony Criscitiello (*via e-mail*)

FROM: Walter J. Nester, III

DATE: July 2, 2014

RE: Development Agreement for Cherokee Farms
(Revisions to Page 10, version 9)
Our File No. 060462.00001

Josh:

Attached, please find a clean copy of Page 10 (version 9) of the above-referenced Development Agreement, which was revised pursuant to the Development Agreement Subcommittee's agreements on June 25th. I have also enclosed a blackline, which shows the recent revisions made, but am not including the entire document as only Page 10 has been revised.

Please let me know if this is acceptable. Upon your approval, I will forward the final version of the Development Agreement, together with all exhibits, to Sue Rainey so that it may be published in time for the July 28th Natural Resources Committee meeting.

Best regards.

WJN:llm:amb
Attachments

McNair Law Firm, P. A.
Shelter Cove Executive Park
23-B Shelter Cove Lane, Suite 400
Hilton Head Island, SC 29928

Mailing Address
Post Office Drawer 3
Hilton Head Island, SC 29938

mcnair.net

DEVELOPMENT AGREEMENT

FOR

CHEROKEE FARMS

BEAUFORT COUNTY, SOUTH CAROLINA

_____, 2014

BURTON DEVELOPMENT, LLC

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**DEVELOPMENT AGREEMENT
FOR CHEROKEE FARMS**

This Development Agreement (the “**Development Agreement**” or the “**Agreement**”) is made and entered into this ____ day of _____, 2014 (the “**Effective Date**”), by and between Cherokee Beaufort, LLC, a South Carolina limited liability company (hereinafter sometimes referred to as “**Cherokee Beaufort**”), Burton Development, LLC, a South Carolina limited liability company (hereinafter sometimes referred to as “**Burton Development**” or “**Developer**”), and the governmental authority of the County of Beaufort, South Carolina (“**Beaufort County**” or the “**County**”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. INCORPORATION

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. TERM

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

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

IV. DEVELOPMENT OF THE PROPERTY

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

V. DEVELOPMENT SCHEDULE

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

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

VI. DENSITY AND USE

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

VII. ACCESS

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

VIII. INFRASTRUCTURE AND SERVICES

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

A. Roads/Facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following items are hereby agreed upon by the parties:

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

B. Dedications.

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

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

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

C. **System Improvements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. PERMITTING PROCEDURES

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

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

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

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

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

XI. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE

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

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

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

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

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

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

XII. COMPLIANCE REVIEWS

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

XIII. ASSIGNMENT AND TRANSFERS

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

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

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

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

XIV. EFFECT OF FUTURE LAWS AND CHANGES TO THE ZDSO

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

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

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

XV. DEFAULTS

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

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

XVI. MODIFICATION OF AGREEMENT

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

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

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

XVII. NOTICES

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

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

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

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

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

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

XVIII. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIX. STATEMENT OF REQUIRED PROVISIONS

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

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

1. **Legal Description of Property and Legal and Equitable Owner.** The legal description of the Property is set forth in Exhibit “A”, attached hereto. The current legal Owner of the Property is Cherokee Beaufort, LLC.

2. **Duration of Agreement.** The duration of this Agreement shall be five (5) years, with three (3) five (5)-year renewal terms.

3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, Dwelling Unit densities, building intensities and heights, as well as other Development related standards, are contained in this Agreement.

4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding electrical service, telephone and solid waste disposal. The mandatory procedures of the ZDSO and this Agreement, and/or the use of Development Impact Fees, fees in lieu, or other funding sources at the County’s option shall ensure availability of roads, schools, parks and utilities to serve residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All relevant State and Federal laws shall be fully complied with, in addition to the provisions set forth in this Agreement. Where required by State or Federal law, protective buffers for wetlands shall be created.

6. **Local Development Permits.** The Development is set forth in the Unified Development Plan, and must comply with the ZDSO. Specific permits shall be obtained prior to commencing Development, consistent with the standards set forth in the ZDSO. Building permits shall be obtained under County Ordinances for any vertical construction, and appropriate permits shall be obtained from the State of South Carolina (OCRM) and the Army Corps of Engineers, when applicable, prior to any impact upon salt or freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

7. **Comprehensive Land Use Plan and Development Agreement.** The Development permitted and proposed hereunder is consistent with the Beaufort County Comprehensive Land Use Plan and with the County’s current land use regulations.

8. **Terms for Public Health, Safety and Welfare.** The Beaufort County Council finds that all issues currently relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the ZDSO and existing law.

9. **Historical Structures.** No specific terms relating to historical structures shall be pertinent to this Development Agreement. All historic structures and issues shall be addressed through the permitting process of the ZDSO at the time of Development; and no exception from any existing standard shall be hereby granted.

HILTONHEAD 834688v9

By: _____
Its: _____

ACKNOWLEDGMENT

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

(Affix Notary Seal)

By: _____
Its: _____

ACKNOWLEDGMENT

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

(Affix Notary Seal)

Exhibit A

Property Description



CHEROKEE FARMS

EXISTING CONDITIONS

The following section is intended to supply detailed information on the existing conditions of the Cherokee Farms Project.

A. Current Ownership

Cherokee Beaufort, LLC currently owns the Cherokee Farms Tract. The Owner and the Applicant have entered into a joint venture agreement. Upon approval of a Development Agreement, Cherokee Beaufort, LLC will transfer ownership of the Tract to the joint venture, Burton Development, LLC.

B. Location and Adjacent Property Owners

The 104.85 acre site, referred to as Cherokee Farms, is located on Port Royal Island in the Burton community and is bounded on the north by a number of small, single family subdivisions, on the south by the Habersham PUD, on the east by Joe Frazier Road and the former Bellamy Farms site and on the west by single family residential and undeveloped land.

The predominant use of property north, east and west of the site is single family residential. The most predominant neighbor, on the southern border of the site, is the Habersham PUD. There are several small undeveloped land parcels immediately northwest and southeast of the Cherokee Farms Phase. The largest undeveloped land parcel is the Burlington Plantation PUD, which is west of the site and fronts Cherokee Farms Road.

The precise location of all of the individual property owners is detailed on the Boundary Survey.

C. Current Zoning

The Cherokee Farms Phase is part of Official Land Use Zoning Map 100-27 and is specifically identified as District 100, Map 27, Parcels 13 and 13A. The current zoning classification is Suburban (S).

D. Boundary Survey

A boundary survey is attached and includes the following information:

- 1) Computed Acreage
- 2) Control Points, Dimensions and Coordinate Data
- 3) Existing Roads and Easements
- 4) Adjacent Property Owners
- 5) FEMA Zones



CHEROKEE FARMS

E. Topographical Survey

Beaufort Surveying has completed a topographical survey of the property. There is currently a 9-acre active farm, which will remain in place as part of the development plan. There are no other infrastructure improvements on the property. Elevations vary from over 33 feet above sea level to 12 feet along the isolated freshwater wetlands at the northwest corner of the property. The existing drainage pattern is limited to natural sheet flow that runs to a series of agricultural drainage ditches.

F. Soils

The soils inherent to the Cherokee Farms Phase are Wando, Coosaw, Murad, Seabrook and Tonges.

G. Natural Resources Survey

The last known use of the property was agricultural, and therefore, a large part of Cherokee Farms has been cleared by previous owners. In general, what tree canopy there is on the property is limited to the isolated freshwater wetlands at the northwest corner of the property. Young native over story specimens such as white oak, water oak, southern magnolia and pignut hickory can be found on certain sections of the property. However, the dominant vegetation on the site is an under-story of dense tangle of brambles, vines and shrubs. A more detailed discussion of the forest type occurring on the Cherokee Farms Phase is included in the threatened and endangered species report. Except for the area at the northwest corner of the property, the environmental consultant has also concluded that there are no major stands of trees that would be classified as protected natural areas under the Beaufort County Development Standards. The isolated freshwater wetlands on the property were previously delineated and categorized in 2002 and were previously reviewed by Beaufort County as part of the Suburban rezoning of Cherokee Farms in 2006. The delineation has since been renewed for another 5 years.

H. Delineated Wetlands

An analysis of the freshwater wetlands was previously performed by Soil and Wetlands Consulting and recently updated. The extent of the wetlands has been delineated and is depicted on the wetlands survey. Specifically, there are two freshwater wetlands, .71 acres of jurisdictional wetlands and 4.20 acres of non-jurisdictional wetlands. A letter from the U.S. Army Corps of Engineers – Charleston District, dated December 31, 2002, represents the final determination of wetlands on the property. The South Carolina Department of Health and Environmental Control (Office of Ocean and Coastal Resource Management) has also provided a wetlands determination letter. The Applicant does intend to impact and improve the 4.20 acres of non-jurisdictional wetlands and has done a wetlands mitigation plan. The .71 acres of jurisdictional wetlands will be preserved.



CHEROKEE FARMS

I. Threatened and Endangered Species

A Threatened and Endangered Species Report has been completed by Simkins Environmental Consulting. The survey concluded that there is no presence or likely presence of any threatened and endangered species on the Cherokee Farms Phase.

J. Archeological Survey

The Cherokee Farm property has already been evaluated by Beaufort County's Historic Preservationist. The Historic Preservationist issued a letter dated January 5, 2005 stating that no archeological resources will be affected by the development of the property. However, as required, the Applicant will cease work if archaeological or paleontological materials are encountered prior to or during construction.

K. Marine Corps Air Station – AICUZ Zone

A portion of the Cherokee Farms Phase is located in the MCAS Runway 05 approach corridor. Approximately 45.5 acres of the 104.85 acre site is situated within AICUZ noise zone 2a (65 to 70 DNL). A diagram that approximates the extent of the noise zone is attached. The Liaison Office has previously issued a findings letter as part of the Suburban rezoning of Cherokee Farms in March 2006.

On February 1, 2007, the Applicant, Planning Director and Assistant Planning Director met with the Liaison Officer for the MCAS. The purpose of this meeting was to discuss the new zoning standards for the MCAS Overlay District (which were adopted in December 2006), and its potential impact on the Cherokee Farms project. Pursuant to Appendix A1 - Section 5(d) of the Beaufort County Zoning and Development Standards Ordinance, the new ordinance states that single family residential development within noise zone 2a (DNL 65 to 70) shall not be permitted at a gross density that exceeds two dwelling units per acre. The Master Plan for the Cherokee Farms Phase does meet these standards.

L. FEMA Zones

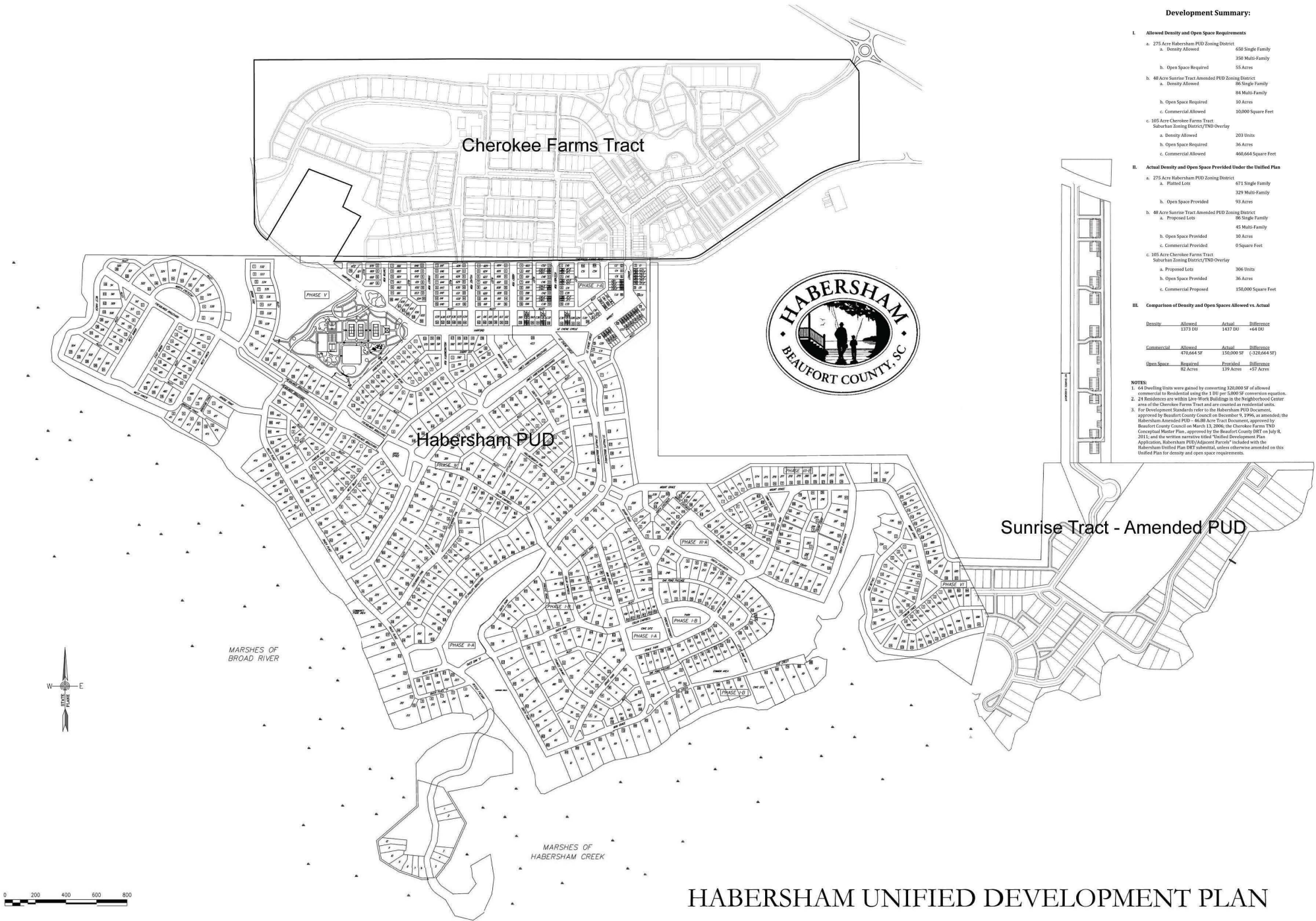
According to the Flood Insurance Rate Map (Community Panel # 450025-0065-D Index Dated September 29, 1986), there are two FEMA zones on the Cherokee Farms Phase. The two zones include Zone C (minimal hazard) and Zone A9 (subject to a 100-year flood event). All habitable structures and other qualifying facilities within Zone A9 must be constructed above an elevation of 13 feet mean sea level.

M. Easements

There are no known easements that affect the Cherokee Farms Project.

Exhibit B

Unified Development Plan
(for Habersham PUD and Property)



Development Summary:

I. Allowed Density and Open Space Requirements

a. 275 Acre Habersham PUD Zoning District	
a. Density Allowed	630 Single Family 550 Multi-Family 55 Acres
b. Open Space Required	
b. 48 Acre Sunrise Tract Amended PUD Zoning District	
a. Density Allowed	85 Single Family 84 Multi-Family 10 Acres 10,000 Square Feet
b. Open Space Required	
c. Commercial Allowed	
c. 105 Acre Cherokee Farms Tract, Suburban Zoning District/TND Overlay	
a. Density Allowed	203 Units 36 Acres 466,664 Square Feet
b. Open Space Required	
c. Commercial Allowed	

II. Actual Density and Open Space Provided Under the Unified Plan

a. 275 Acre Habersham PUD Zoning District	
a. Platted Lots	673 Single Family 329 Multi-Family 93 Acres
b. Open Space Provided	
b. 48 Acre Sunrise Tract Amended PUD Zoning District	
a. Proposed Lots	85 Single Family 84 Multi-Family 10 Acres 10,000 Square Feet
b. Open Space Provided	
c. Commercial Provided	
c. 105 Acre Cherokee Farms Tract, Suburban Zoning District/TND Overlay	
a. Proposed Lots	306 Units 36 Acres 466,664 Square Feet
b. Open Space Provided	
c. Commercial Provided	

III. Comparison of Density and Open Spaces Allowed vs. Actual

Density	Allowed	Actual	Difference
	1,773 DU	1,837 DU	+64 DU
Commercial	Allowed	Actual	Difference
	470,664 SF	150,000 SF	-320,664 SF
Open Space	Required	Provided	Difference
	82 Acres	139 Acres	+57 Acres

NOTES:

- 64 Dwelling Units were gained by converting 320,000 SF of allowed commercial to Residential using the 1:501 per 5,000 SF conversion equation.
- 29 Residences are within Live-Work Buildings in the Neighborhood Center area of the Cherokee Farms Tract and are counted as residential units.
- For Development Standards refer to the Habersham PUD Document, approved by Beaufort County Council on December 9, 1996, as amended; the Habersham Amended PUD - 46.88 Acre Tract Document, approved by Beaufort County Council on March 12, 2006; the Cherokee Farms TND Conceptual Master Plan, approved by the Beaufort County DRT on July 8, 2011; and the written narrative titled "Unified Development Plan Application, Habersham PUD/Adjacent Parcels" included with the Habersham Unified Plan DRT submission, unless otherwise amended on this Unified Plan for density and open space requirements.



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

I. APPLICANT INFORMATION

Robert J. “Bob” Turner and **Stephen Davis** are the principals of Cherokee Investments, LLC as well as the town founders of the Habersham neighborhood. As agents of the Rentz family, Messieurs Turner and Davis have worked together for over sixteen years in a variety of roles with other development companies and partnerships in Beaufort County.

Stephen Davis is also a Manager and Development Consultant with the prestigious engineering firm of Davis and Floyd. Stephen has worked along side a number of respected developers throughout South Carolina and thus, has gained valuable insight into the development process. While working on projects in environmentally pristine areas of Beaufort such as Spring Island, Brays Island and Newpoint, Stephen has developed a unique skill set in the areas of storm water management, preservation of water quality and alternative engineering methods.

For a number of years, Bob Turner was the Development Manager for Spring Island and Callawassie Island. In 1992, Mr. Turner struck out on his own as a Managing Partner of the Newpoint community, a new urbanist project, which quickly gained national recognition and honors for its traditional design and architecture. As Newpoint neared completion, Mr. Turner led a partnership that developed in-fill residential and commercial sites for the Town of Port Royal, South Carolina. Today, Mr. Turner is the primary development manager for the Habersham project.

II. PROJECT INTRODUCTION

Cherokee Investments, LLC (hereinafter, referred to as the “Applicant”) is pleased to submit this application for a Unified Development Plan that combines several tracts of land with a singular intent. An 104.85 acre tract (hereinafter, referred to as “Cherokee Farms Tract”) adjoins the northern edge of the present-day Habersham Tract. An additional 46.88 acre tract lies to the immediate east of the Habersham Tract and is referred to as the Sunrise Tract. A location map of the three tracts is included. Although the Cherokee Farms Tract is not part of the Habersham PUD, the Applicant plans to develop the Cherokee Farms project in such a way that it interconnects and blends seamlessly with the existing design elements and development standards of the Habersham neighborhood. The Applicant is seeking Approval for a Unified Development Plan consisting of the Habersham Tract, Sunrise Tract-Amended PUD, and the Cherokee Farms Tract, which would allow a more cohesive overall residential density and appropriate amount of commercial square footage.

A. History of the Habersham Development

On June 11, 1997, the Beaufort County Council ratified the Applicant’s request for a change of zoning for 275.1 acres located along the northern marshes of the Broad River at its confluence with Habersham Creek. However, this “change” represented a significant departure from the suburban cul-de-sac design that was initially approved for the site in 1988. In essence, the old design was supplanted by New Urbanism – which is a traditional village format of walkable, mixed-use, neighborhoods. Since the “change”, the Applicant has pursued a development strategy that places a major emphasis on designing and building both a quality private and public realm. The Habersham neighborhood has received numerous design awards (including the Platinum award for “Best Neighborhood in America” from The National Association of Home Builders) as well as plaudits from some of the nation’s most influential



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

magazines and newspapers. In March 2006, Habersham added a second phase to the project by rezoning 46.88 acres located along Habersham Creek to PUD Zoning District (hereinafter, referred to as the "Sunrise Tract").

In March 2006, the current owner of the Cherokee Farms property, Cherokee Beaufort, LLC, rezoned the site from Rural – Transitional Overlay (R-TO) to Suburban (S). The original intent behind this Suburban rezoning request was to allow for development of the property in a manner that would complement and be similar to Habersham. To achieve this, the Owner hired the same new urbanist land planning firm that designed Habersham (Duany Plater-Zyberk & Company), and in July 2002, a land planning charrette was completed for the Cherokee Farms project. The design codes and site plan created by Duany Plater-Zyberk & Company (hereinafter, referred to as "DPZ") were a key component of the Owner's rezoning submission to the Planning Department in October 2003, and the cohesiveness of the Cherokee Farms project to Habersham was referenced by the Planning Staff as a significant feature of the project in Staff memorandums to the Planning Commission and Land Management Committee.

In December 2005, the Applicant became involved in the Cherokee Farms project as a joint venture partner and at this juncture, assumed responsibility for the rezoning as the project moved through Second and Final Readings of County Council. The goal of this joint venture is to allow Habersham and Cherokee Farms to be developed as a seamless community. To accomplish this goal, the applicant is proposing to develop the project using the Traditional Neighborhood Development option, as described in Article XI of the ZDSO, so that special design controls can be implemented to ensure a cohesive connection and character with the neighboring community of Habersham. This allows a residential density of 3 units/acre and an appropriate amount of commercial square footage. Using this allowance, the Cherokee Farms master plan is allowed 203 residential units and 460,664 square feet of commercial space. Since 45.5 acres of Cherokee Farms exists in the AICUZ Noise Zone 2a, only 2 units/acre are allowed in this zone, therefore, the master plan proposes just 91 units in the Noise Zone. Live-work units designated for residences are counted towards this residential density requirement.

B. Project Description and Rationale

Again, the Applicant is petitioning that the Cherokee Farms property, encompassing some 104.85 acres, be included as part of an overall Unified Development Plan that encompasses the Habersham PUD and Amended PUD so that residential densities can be shifted amongst the tracts to create a more cohesive overall density. With the Cherokee Farms conceptual Master Plan activating the Traditional Neighborhood Development option under Suburban (S) zoning, as described in Article XI of the ZDSO, it can have similar site design and development standards as the Habersham PUD and therein, become a seamless part of the overall Habersham community.

One of the most compelling reasons for creating a Unified Development Plan with the Cherokee Farms tract and the two Habersham PUD Tracts is that this represents a tried and cohesive development model, which benefits the region. The Habersham PUD has become a symbol and an exemplar of the principles underlying the New Urbanism that is sweeping the nation. Habersham has provided Beaufort County and the Low Country with an alternative to suburban sprawl. With its growing town center and the addition of a true "commercial node", the Habersham PUD and Cherokee Farms will serve as an urban hub for the surrounding Burton community and the region. The different street sections and assortment of building types afford a varied and authentic environment.



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

II. EXISTING CONDITIONS

A. Location and Adjacent Property Owners

The Tracts included in the Unified Development Plan are located on Port Royal Island in the Burton community and are bounded on the north by a number of small, single family subdivisions, on the south by the Broad River, on the east by Joe Frazier Road and the former Bellamy Farms site and on the west by single family residential and undeveloped land.

The predominant use of property north, east and west of the site is single family residential. There are several small, undeveloped land parcels immediately northwest and southeast of the Cherokee Farms Tract. The largest undeveloped land parcel is the Burlington Plantation PUD, which is west of the tracts and fronts Cherokee Farms Road. The Beaufort County School System owns approximately 19.51 acres of undeveloped land that is surrounded on three sides by the Sunrise Tract. The School System site is situated at the northern part of the Tract and incorporates a shared access easement with the owner. Beaufort County Schools had originally planned to construct a neighborhood Elementary School on this site; however, the schedule and ultimate reality of the school is unclear at this time.

B. Current Zoning

The Cherokee Farms Tract is part of Official Land Use Zoning Map 100-27 and is specifically identified as District 100, Map 27, Parcels 13 and 13A. The current zoning classification is Suburban (S).

The Habersham Tract is part of Official Land Use Zoning Map 100-27. It is currently zoned PUD and is completely platted.

The Sunrise Tract is part of Official Land Use Zoning Map 100-28 and is specifically identified as District 100, Map 28, Parcel 77. The current zoning is PUD since it the Habersham PUD was amended in 2006 to include the Sunrise Tract.

C. Marine Corps Air Station – AICUZ Zone

A portion of the Cherokee Farms Tract is located in the MCAS Runway 05 approach corridor. Approximately 45.5 acres of the 104.85 acre site is situated within AICUZ noise zone 2a (65 to 70 DNL). The Liaison Office has previously issued a findings letter as part of the Suburban rezoning of Cherokee Farms in March 2006.

On February 1, 2007, the Applicant, Planning Director and Assistant Planning Director met with the Liaison Officer for the MCAS. The purpose of this meeting was to discuss the new zoning standards for the MCAS Overlay District (which were adopted in December 2006), and its potential impact on the Cherokee Farms Tract. Pursuant to Appendix A1 - Section 5(d) of the Beaufort County Zoning and Development Standards Ordinance, the new ordinance states that single family residential development within noise zone 2a (DNL 65 to 70) shall not be permitted at a gross density that exceeds two dwelling



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

units per acre. The Master Plan for the Cherokee Farms Tract with this Unified Development Plan does meet these standards.



UNITED STATES MARINE CORPS

MARINE CORPS AIR STATION
BEAUFORT, SOUTH CAROLINA 29904-5001

IN REPLY REFER TO:

1754

CP&L

January 30, 2004

Beaufort County Planning Department
Attention: Mr. Anthony Criscitiello
1000 Ribaut Road
Beaufort, S.C. 29902

Dear Mr. Criscitiello,

Subj: CHEROKEE FARMS

The MCAS Beaufort Community Plans and Liaison Office reviewed the proposed development plans for Cherokee Farms for compatibility with the Air Station 2003 AICUZ Plan recommendations. The following are the findings of this review:

a. Cherokee Farms is adjacent to Habersham Plantation, located in the MCAS Runway 05 approach corridor, and approximately 3.5 miles southwest of the runway threshold. Approximately 30 acres of the 105-acre development is situated within AICUZ Noise Zone 2 (65-69 DNL). The development is beyond any existing or planned aircraft accident potential zones.

b. The 2003 AICUZ Plan recommendations discourage residential developments in noise zones 65-69 DNL. However, where there is a demonstrated community need for residential housing in noise zones, and the community determines that these uses must be allowed, measures to achieve outdoor to indoor noise level reduction (NLR) of at least 25dB should be incorporated in the construction of the residential or commercial units. Normal permanent construction can be expected to provide a NLR of 20dB. Other proposed uses within the AICUZ Noise Zone 2 such as recreation buildings or community centers should also incorporate the 25dB NLR standard. Mobile Homes are not recommended in Noise Zone 2.

c. Noise attenuation efforts will not eliminate outdoor noise problems. Potential buyers of homes or properties located in AICUZ Noise Zones should be notified of the existence of low flying military aircraft, and the possibility of late night operations that may be accompanied by noticeable noise levels.

d. The proposed development plans did not include any plans for towers or structures that might exceed recommended height limitations.

If you have any questions, please contact LtCol. P.D. Noonan, Community Plans and Liaison Officer at 843-228-7119 or Bruce Jackson, Deputy Community Plans and Liaison Officer at 843-228-7131.

Sincerely,



P.D. NOONAN

By direction

Sent to George Johnson of Habersham
to illustrate the AICUZ footprint on the
focussite.

By TN Beaufort County Planning
11.14.06

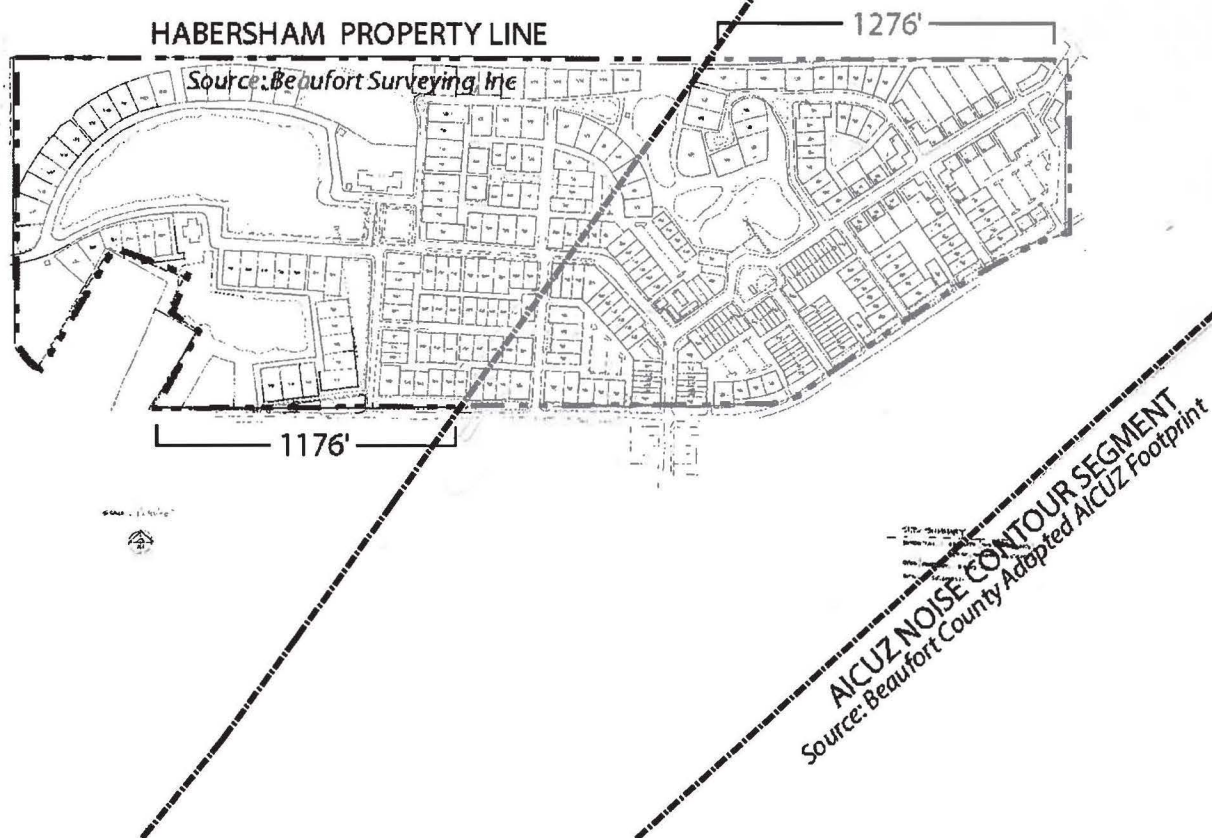


Exhibit C

Development Schedule

Redevelopment of the Property is expected to occur in phases over the Term of the Development Agreement, with the sequence and timing of Development dictated largely by market conditions. The following estimate of expected Development is hereby included, to be updated by the Owner as the same evolves over the Term:

<u>Development</u>	<u>Date of Commencement / Completion</u>
Phase 1	0 - 15 months
Phase 2	16 - 24 months
Phase 3	25 - 36 months
Phases 4 & 5	37 - 48 months
Phases 6 & 8	48 – 60 months

As stated in Article III of the Development Agreement, actual Development may occur more or less rapidly based on market conditions and other factors.

CHEROKEE FARMS

PHASING PLAN

Beaufort County, SC
August 15, 2013

0' 50' 100' 250'



KEY

- Phase 1 - Approximately 9 Acres - 70 Residential Units
- Phase 2 - Approximately 20 Acres - 91 Residential Units
- Phase 3 - Approximately 4 Acres - 19 Residential Units
- Phase 4 - Approximately 9 Acres - 42 Residential Units
- Phase 5 - Approximately 35 Acres - 34 Residential Units, 150,000 sq. ft. of Commercial
- Phase 6 - Approximately 6 Acres - 23 Residential Units
- Phase 7 - Approximately 22 Acres - 27 Residential Units

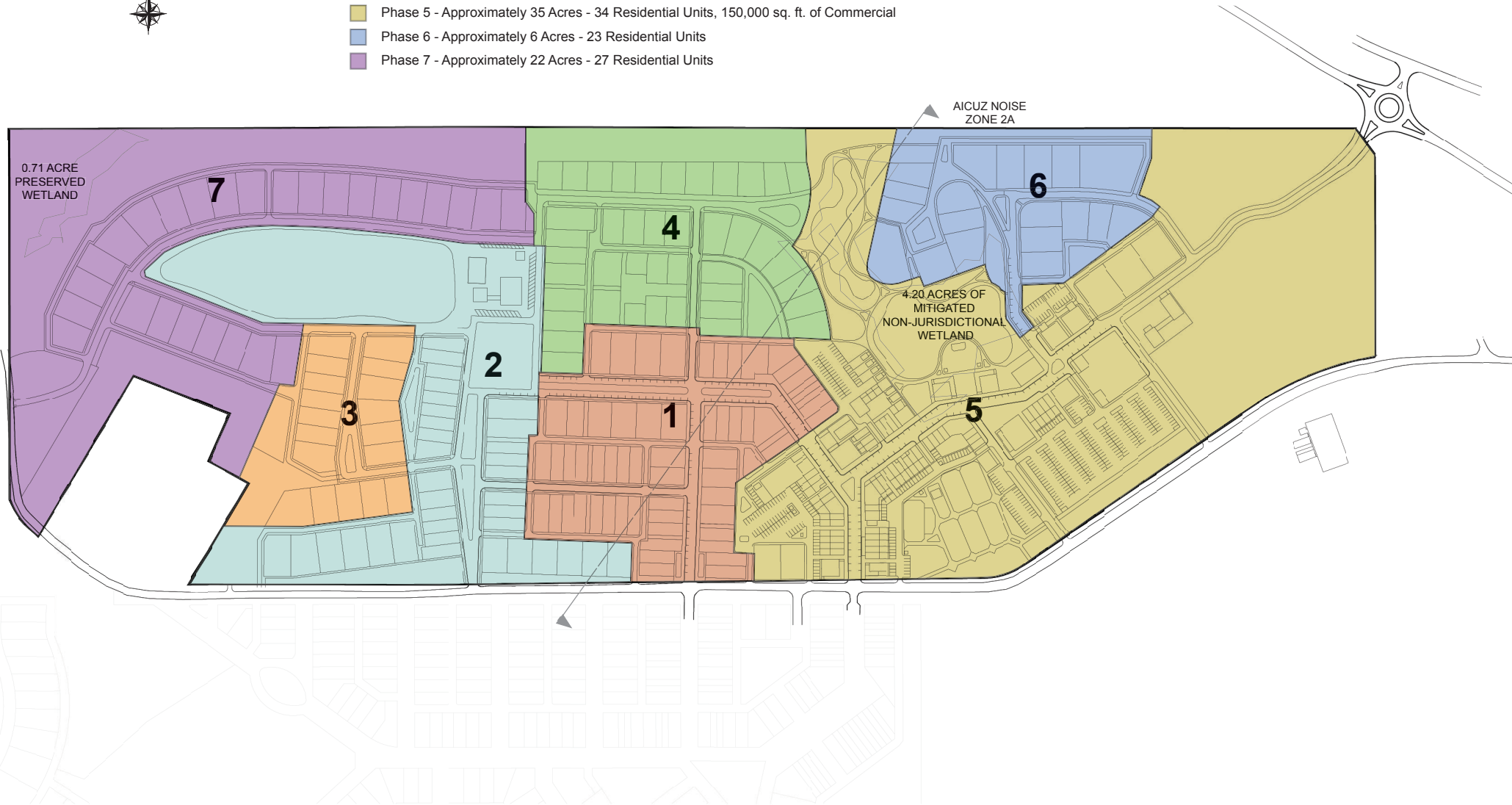


Exhibit D

Plans prepared by Davis & Floyd, Inc.
(for Joe Frazier Road Round-a-bout)

PIN 00000

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	1	37

INDEX OF SHEETS

SHEET #	DESCRIPTION	SHEET TOTALS
1	Title Sheet	1
2	Summary of Estimated Quantities	1
3 - 3B	Typical Sections	3
5	General Construction Note	1
5A	Reference Data Sheets	1
6 - 6D	Plan and Profile Sheets	4
TC1 - TC3	Traffic Control and Construction Phasing	3
PMI	Pavement Markings and Signing Plans	1
LS	Landscaping Plan	1
EC1 - EC2	Erosion Control Plans	2
XI - XI9	Cross Sections	19
	TOTAL SHEETS	37

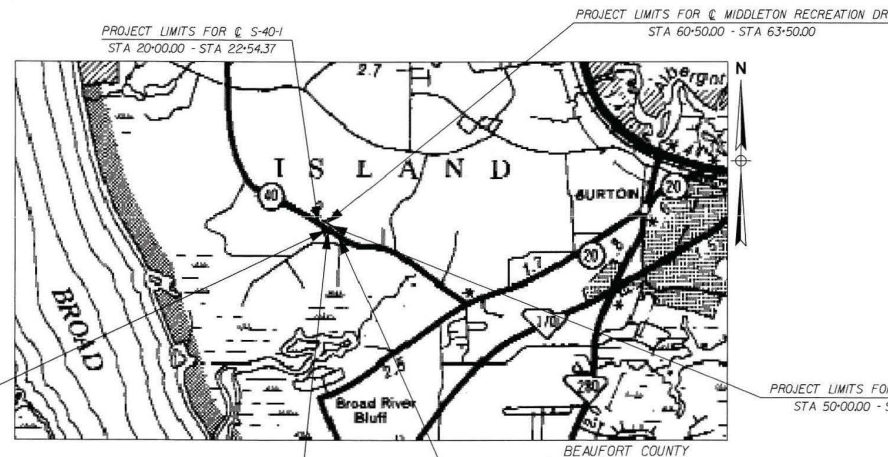
NOTE: SHEET 4 OMITTED.

IMPROVEMENTS FOR
BEAUFORT COUNTYPLAN AND PROFILE OF PROPOSED
STATE HIGHWAY

BEAUFORT COUNTY

FILE 0.0000

PROJ. 0000

S-40 (JOE FRAZIER ROAD)
ROUNDAABOUT DESIGN AT S-40 & NEEDLES ROAD

Design Reference for these plans is the:

2001

AASHTO "A Policy on Geometric Design of
Highways and Streets"

Certification Statement

These plans were prepared and certified
by the Consultants for completeness.
No reviews or signatures by the SCDOT
are required.

TRAFFIC DATA

2008	ADT	8500
2028	ADT	14800
	TRUCKS	11 %

LEGEND

PROPOSED PROJECT	---
OTHER ROADS	---

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA

CALL 1-800-922-0983

PALMETTO UTILITY PROTECTION SERVICE

LAYOUT

	S-40	S-40-1	ROUND	HABERSHAM	CONNECTOR	MIDDLETON	TOTAL	
NET LENGTH OF ROADWAY	0.033	0.048	0.071	0.026	0.013	0.057	0.222	MILES
NET LENGTH OF BRIDGES	0.033	0.048	0.071	0.026	0.013	0.057	0.222	MILES
NET LENGTH OF PROJECT	0.033	0.048	0.071	0.026	0.013	0.057	0.222	MILES
LENGTH OF EXCEPTIONS								MILES
GROSS LENGTH OF PROJECT	0.033	0.048	0.071	0.026	0.013	0.057	0.222	MILES

NOTE: ALL WORKMANSHIP AND MATERIAL ON THIS PROJECT TO
CONFORM WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST
EDITION), AND BOOK OF STANDARD DRAWINGS FOR ROAD
CONSTRUCTION (LATEST PUBLISHED ENGLISH REVISION).

CONSULTANT - CONSULTING ENGINEERING
PROJECT ENGINEER FIRM
FOR PERMITTING ONLYFOR RIGHT-OF-WAY 1
FOR CONSTRUCTION 1
DATE
3/19/10240 STONERIDGE DRIVE
SUITE 305
COLUMBIA, SC 29210
803-256-4121

DAVIS & FLOYD Engineering
Architecture
Environmental
Laboratory Services
GREENWOOD • CHARLESTON • COLUMBIA
SOUTH CAROLINA

NPDES PERMIT INFORMATION

NPDES Disturbed
Area = 1.17 Acres

Approximate Location of Roadway is:

Longitude 80° 46' 11"
Latitude 32° 26' 00"

RAILROAD INVOLVEMENT?

YES / NO

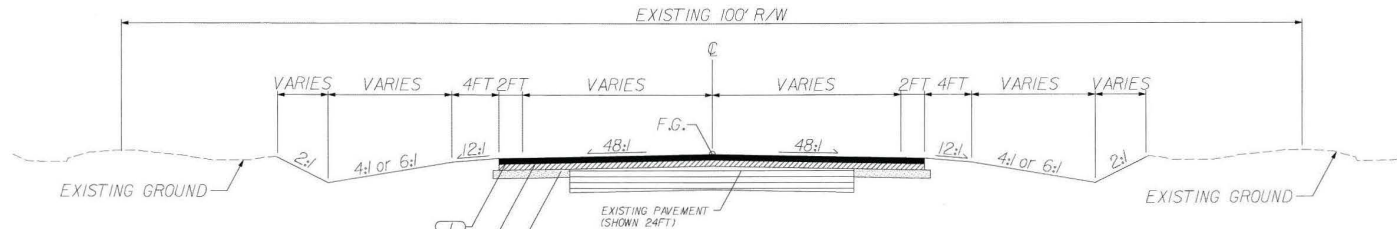
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240 STONERIDGE DRIVE
SUITE 305
COLUMBIA, SC 29210
(803) 256-4121

SCALE 1"=NTS	RTE. S-40	DWG. NO. PN1
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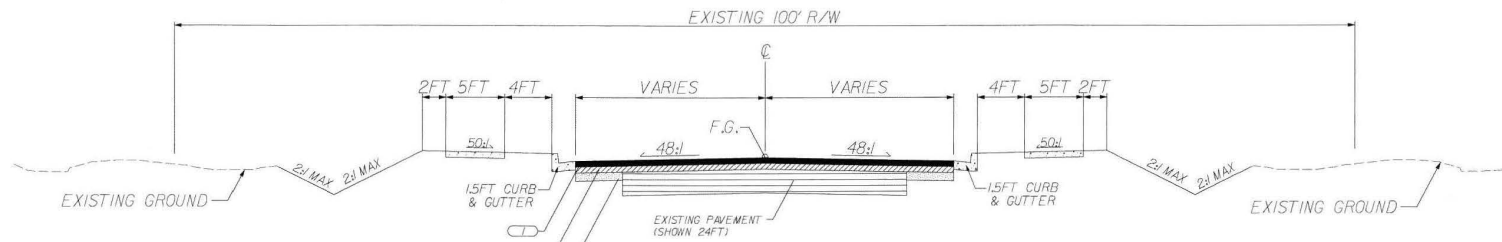
FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	3	

TYPICAL SECTION OF IMPROVEMENT



S-40-1
STA 20+00.00 - STA 21+65.00
S-40 (JOE FRAZIER RD)
STA 18+35.00 - STA 19+35.73

- NOTES:
1. SEE STANDARD DRAWING 720-105-00 FOR CURB & GUTTER AND ISLANDS (CONCRETE).
2. SEE STANDARD DRAWINGS 720-905-01 AND 720-905-02 FOR CURB & GUTTER AND SIDEWALK RAMPS WITH DETECTABLE WARNINGS FOR PEDESTRIANS.
3. SEE SHEET 5 GENERAL NOTES FOR DETAIL OF CURB & GUTTER ADA RAMP AT PAVED SHOULDER.



S-40-1
STA 21+65.00 - STA 22+54.37
S-40 (JOE FRAZIER RD)
STA 17+60.29 - STA 18+35.00

- 1 ASPHALT SURFACE COURSE TYPE C (150 PSY)
- 2 ASPHALT INTERMEDIATE COURSE TYPE C (200 PSY)
- 3 ASPHALT BASE COURSE TYPE B (200 PSY)
- 4 8" CONCRETE
- 5 3" GRADED AGGREGATE BASE COURSE



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PAVEMENT DESIGN

MPH	FROM STA	TO STA
45	20+00.00	21+65.00
45	18+35.00	19+35.73
25	21+65.00	22+54.37
25	17+60.29	18+35.00

APPROVED BY

DATE

REV. NO.	BY	DATE	DESCRIPTION OF REVISION
1			
2			
3			
4			

BEAUFORT COUNTY

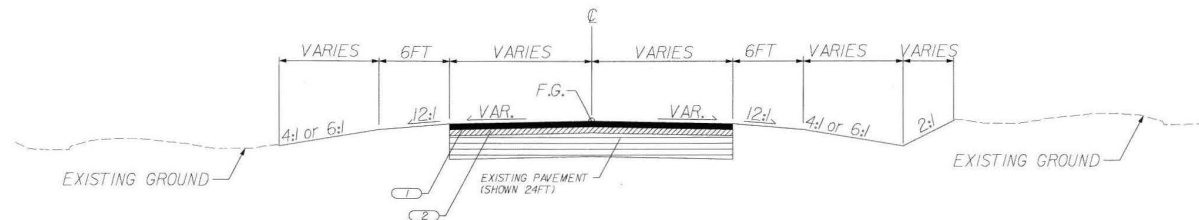
TYPICAL SECTION
S-40-1 & S-40

SCALE - NTS RTE. S-40 DWG. NO. PN1

FILE: j:\jobsodd\11769-05\c\l_dgn\plpr\03Atyp.dgn

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	38	

TYPICAL SECTION OF IMPROVEMENT



MIDDLETON RECREATION DR
STA 60+50.00 - STA 63+50.00

- 1 ASPHALT SURFACE COURSE TYPE C (150 PSY)
- 2 ASPHALT INTERMEDIATE COURSE TYPE C (FOR BUILDUP)
- 3 ASPHALT BASE COURSE TYPE B (800 PSY)
- 4 8" CONCRETE
- 5 3" GRADED AGGREGATE BASE COURSE



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Environmental Laboratory Services
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SOUTH CAROLINA

240 STONEHEDGE DRIVE
PO BOX 292
COLUMBIA, SC 29202
(803)246-620

PAVEMENT DESIGN				REV. NO.				DATE				DESCRIPTION OF REVISION			
MPH	FROM STA	TO STA	DESIGN SPEED	4											
25	60+50.00	63+50.00		3											
				2											
				1											
APPROVED BY				DATE				DATE				DATE			
DATE				DATE				DATE				DATE			

FED. ROAD DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	5	

BEAUFORT COUNTY AND/OR THEIR CONSULTANT MUST SPECIFICALLY AUTHORIZE CHANGES INVOLVING INCREASED COST OF PROJECT OR CHANGES IN ALIGNMENT.

THE FOLLOWING QUANTITIES ARE NOT SHOWN ON THE PLANS, BUT ARE INCLUDED IN THE SUMMARY OF ESTIMATED QUANTITIES AND MAY BE ADJUSTED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER.

HOT MIX ASPHALT INTERMEDIATE COURSE TYPE C.....160 TONS FOR BUILDUP

MILLING EXISTING ASPHALT PAVEMENT VARIABLE.....100 SY WHERE DIRECTED BY ENGINEER

BORROW EXCAVATION 75 CY WHERE DIRECTED BY ENGINEER

MAINTENANCE STONE 20 CY WHERE DIRECTED BY ENGINEER

4" YELLOW SOLID LINE (NO PASS ZONES) FAST DRY PAINT.....5524 LF WHERE DIRECTED BY ENGINEER

PERMANENT YELLOW PAVEMENT MARKERS BI-DIR 4"X4"..... 5 EA WHERE DIRECTED BY ENGINEER

18" RC PIPE - CL3 - AASHTO M315JNT 24 LF WHERE DIRECTED BY ENGINEER

GEOTEXTILE EROSION CONTROL (CLASS 2) TYPE A40 SY WHERE DIRECTED BY ENGINEER

TEMPORARY VEGETATION OJO MSY WHERE DIRECTED BY ENGINEER

SODDING - CENTIPEDE GRASS 10 SY WHERE DIRECTED BY ENGINEER

SILT FENCE 50 LF WHERE DIRECTED BY ENGINEER

REPAIR/REPLACE SILT FENCE 85 LF WHERE DIRECTED BY ENGINEER

SILT BASINS 20 CY WHERE DIRECTED BY ENGINEER

REMOVAL OF SILT RETAINED BY SILT FENCE 215 LF WHERE DIRECTED BY ENGINEER



MAP SHOWING LOCATION OF
BEAUFORT COUNTY IN SOUTH CAROLINA

ALL DISTURBED AREAS SHALL BE SEEDED AFTER GRADING IS COMPLETED OR
WITHIN 7 DAYS AFTER WORK STOPS IN AN AREA UNLESS WORK IS TO RESUME
IN THAT AREA WITHIN 21 DAYS

TEMPORARY SILT FENCE SHALL BE PLACED AT THE TOE OF ALL FILL SLOPES AND ANY OTHER LOCATIONS ALONG THE PERIMETER OF THE PROJECT LIMITS WHERE SHEET FLOW FROM DISTURBED AREAS LEAVES THE SITE.

[illegible]

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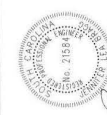
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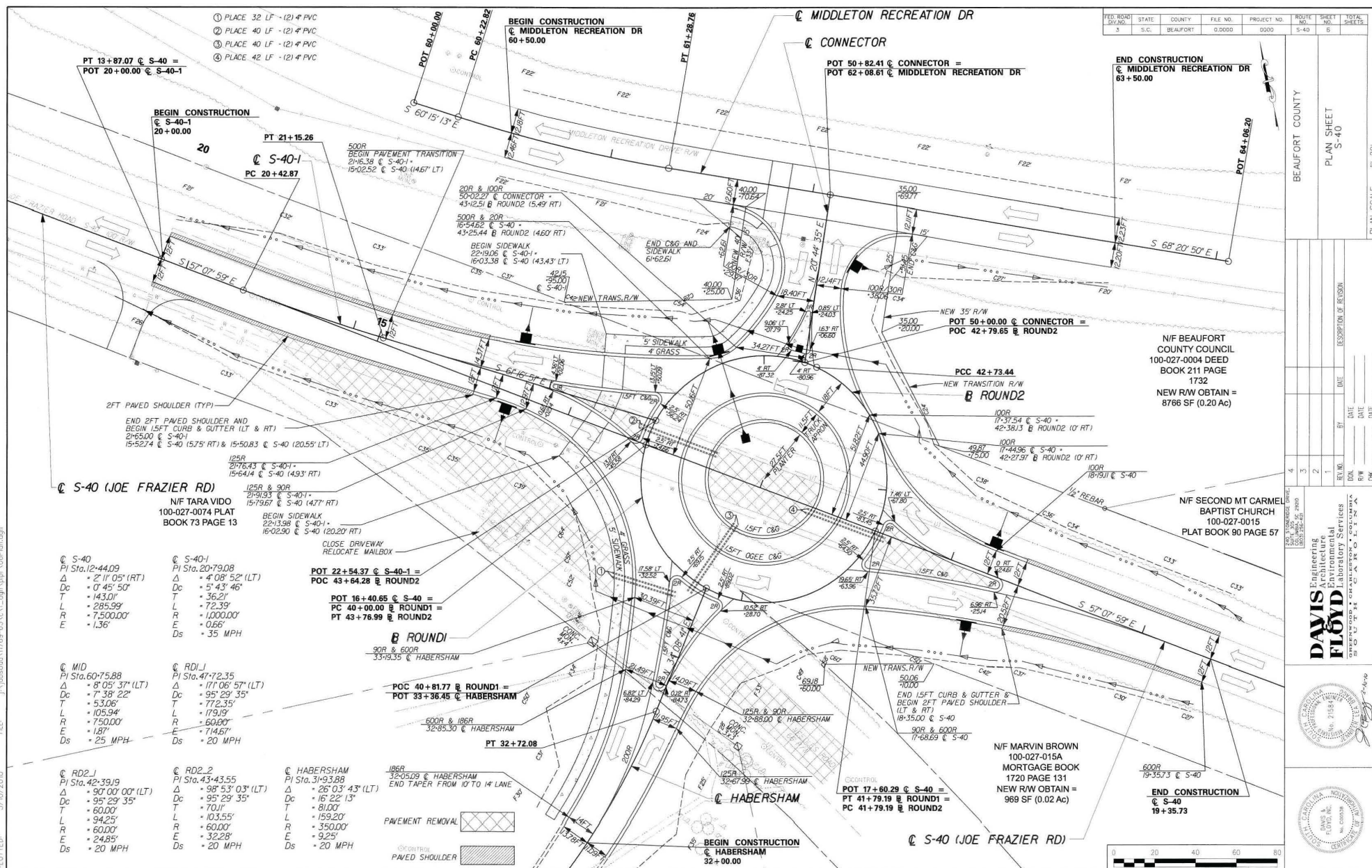


REFERENCE DATA SHEET

ON AN SCALE 40-500

DAVIS Engineering
Architecture
Environmental
FLOYD Laboratory Services
GREENWOOD • CHARLETON • COLUMBIA
SOUTH CAROLINA
240 STONEIDGE DR.
COLUMBIA, SC 29206
(803) 331-2556 • 402



PLAN SHEET
S-40

PLAN SCALE	1"=20'
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[illegible]

DAVIS Engineering
Architecture
Environmental
ELI GORD

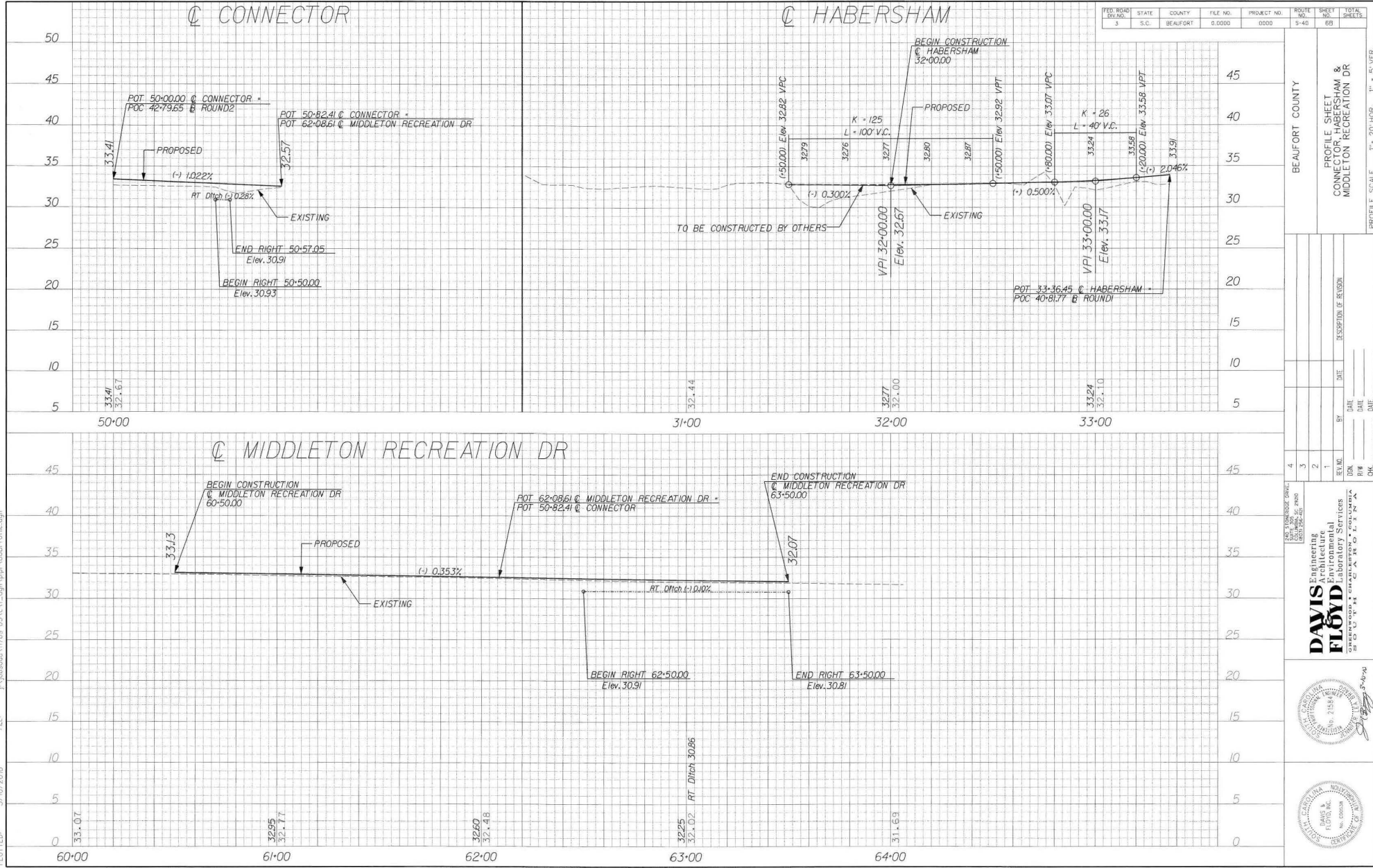


SCALE: 20,000' = 1 IN.

SCALE: 20.0000' / IN.

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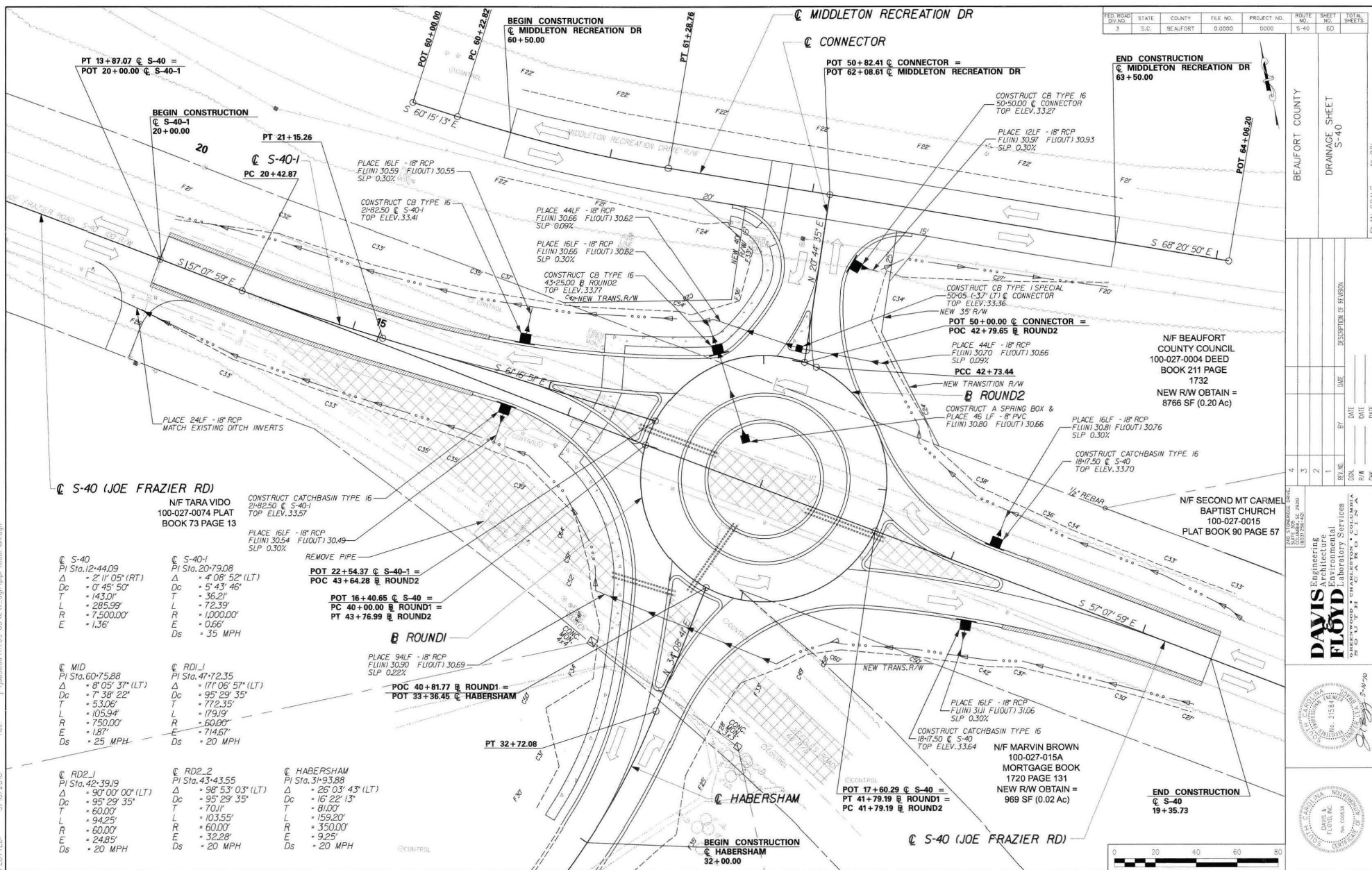


FEED ROAD NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	9-40	68	

BEAUFORT COUNTY		PROFILE SHEET CONNECTOR HABERSHAM & MIDDLETON RECREATION DR	
BY	DATE	BY	DATE
DM		DM	

4	3	2	1
REV.	NO.	NO.	NO.
DATE	DATE	DATE	DATE

245 E. 11th St. Suite 200 Greenville, SC 29601 (864) 234-1111 FAX (864) 234-1112 www.davisfloidy.com	DAVIS FLOYD Engineering Architecture Environmental Laboratory Services	2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020
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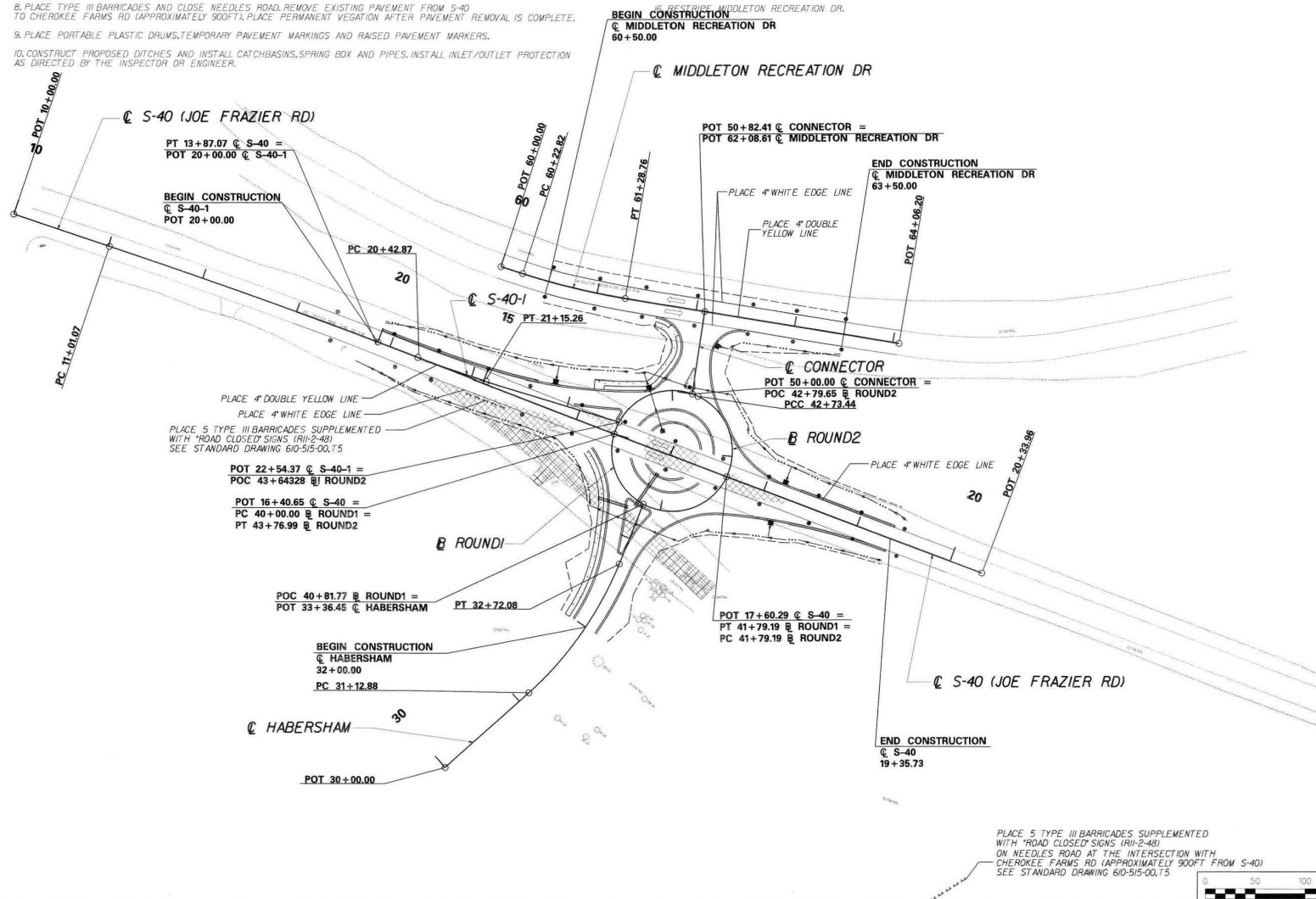
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PLOTTABLE: V8-COLA-3RD.tbl
FILE: j:\jobssd\11769-05\c\1_dgn\p1r\06DPlan.dgn
3/10/2010

- NOTES:
1. RECEIVE NPDES COVERAGE FROM DHEC.
 2. NOTIFY DHEC EOC REGIONAL OFFICE OR OCRM OFFICE 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES.
 3. PLACE PERMANENT CONSTRUCTION SIGNS (SCHEME E) ON S-40 (JOE FRAZIER RD), MIDDLETON RECREATION DR, & CHEROKEE FARMS ROAD AT NEEDLES ROAD.
 4. INSTALL CONSTRUCTION ENTRANCES.
 5. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
 6. INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE).
 7. INSTALL DRIVEWAY PIPE, RELOCATE MAILBOX, AND CLOSE DRIVEWAY ON NEEDLES RD.
 8. PLACE TYPE III BARRICADES AND CLOSE NEEDLES ROAD, REMOVE EXISTING PAVEMENT FROM S-40 TO CHEROKEE FARMS RD (APPROXIMATELY 900 FT). PLACE PERMANENT VEGETATION AFTER PAVEMENT REMOVAL IS COMPLETE.
 9. PLACE PORTABLE PLASTIC DRUMS, TEMPORARY PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS.
 10. CONSTRUCT PROPOSED DITCHES AND INSTALL CATCH BASINS, SPRING BOX AND PIPES, INSTALL INLET/OUTLET PROTECTION AS DIRECTED BY THE INSPECTOR OR ENGINEER.

- NOTES CONT'D:
11. INSTALL 4" PVC TO HABERSHAM ISLAND AND TO CENTER ISLAND.
 12. CONSTRUCT CURB & GUTTER AND SIDEWALK FOR AREAS SHOWN OUTSIDE OF EDGE OF PAVEMENT ON S-40 (JOE FRAZIER RD), CONSTRUCT CURB & GUTTER FOR A PORTION OF THE S-40 ISLAND. PLACE TEMPORARY VEGETATION.
 13. PLACE ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE ON MIDDLETON RECREATION DR, CONNECTOR, HABERSHAM, AND ROUND 1 & ROUND 2 OUTSIDE S-40 EOP.
 14. CONSTRUCT PAVED SHOULDERS AS SHOWN ON S-40 AND S-40-1 WITH ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE. USE BASE COURSE AND INTERMEDIATE COURSE FOR BUILDUP AND TIE-INS FOR STAGE 2 TRAFFIC CONTROL LANE SHIFTS.
 15. CONSTRUCT CONCRETE ISLAND ON CONNECTOR.

FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0,0000	0000	S-40	TC1	

STAGE 1



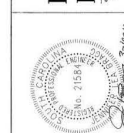
PLACE 5 TYPE III BARRICADES SUPPLEMENTED WITH "ROAD CLOSED" SIGNS (RII-2-48) ON NEEDLES ROAD AT THE INTERSECTION WITH CHEROKEE FARMS RD (APPROXIMATELY 900 FT FROM S-40) SEE STANDARD DRAWING 610-515-00.15



BEAUFORT COUNTY	TRAFFIC CONTROL S-40
DATE	DATE
BY	DATE
DATE	DATE
DATE	DATE

4	3	2	1	REV. NO.	DATE	DATE	DATE
				BY	DATE	DATE	DATE
				DATE	DATE	DATE	DATE

DAVIS
FLOYD
Engineering
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Environmental
Laboratory Services
CORPORATION
1000 W. 10th St.
Tulsa, OK 74103-1000
Tel: (918) 581-1000
Fax: (918) 581-1001
www.davisfloyd.com



- NOTES:
1. RETAIN PERMANENT CONSTRUCTION SIGNS.
 2. REMOVE TYPE III BARRICADES ON NEEDLES ROAD.
 3. PLACE TYPE III BARRICADES ON CONNECTOR AND HABERSHAM.
 4. PLACE PORTABLE PLASTIC DRUMS, TEMPORARY TRAFFIC CONTROL SIGNS, TEMPORARY PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS, REMOVE ANY PAVEMENT MARKINGS OR RAISED PAVEMENT MARKERS FROM STAGE 1 THAT CONFLICT WITH THE STAGE 2 PLAN.
 5. INSTALL CATCHBASIN AND PIPE ON S-40+RIGHT. INSTALL INLET/OUTLET PROTECTION AS DIRECTED BY THE INSPECTOR OR ENGINEER.
 6. COMPLETE CURB & GUTTER AND SIDEWALK FOR S-40+RIGHT. PLACE TEMPORARY VEGETATION.
 7. PLACE ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE FOR PAVED SHOULDER ON S-40+RIGHT.
 8. USE ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE FOR BUILDUP ON S-40+I AND FOR TIE-INS TO THE STAGE 3 TRAFFIC CONTROL PLAN.

FED. HIGHWAY NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	D.0000	0000	S-40	TC2	

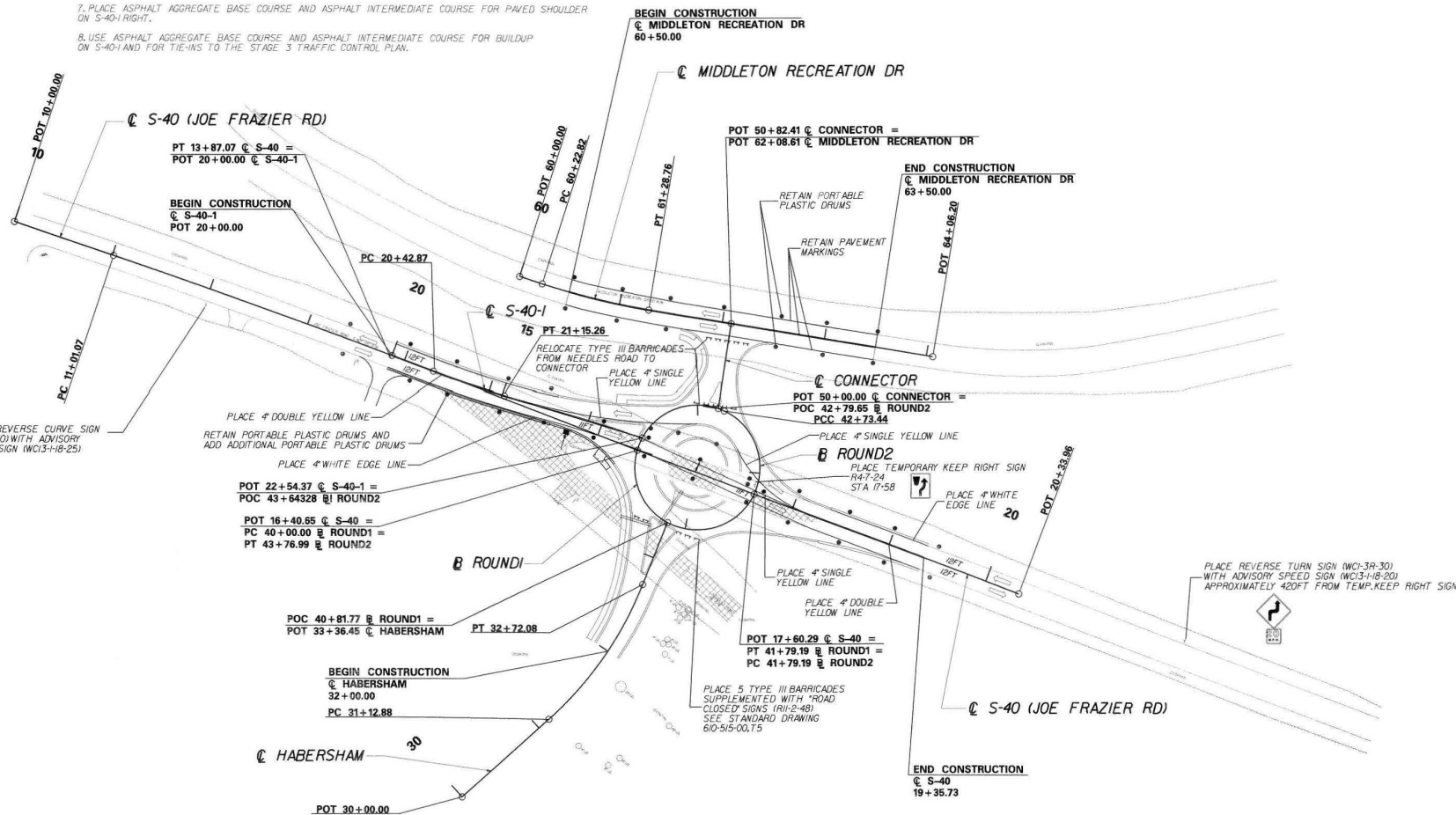
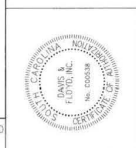
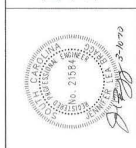
STAGE 2

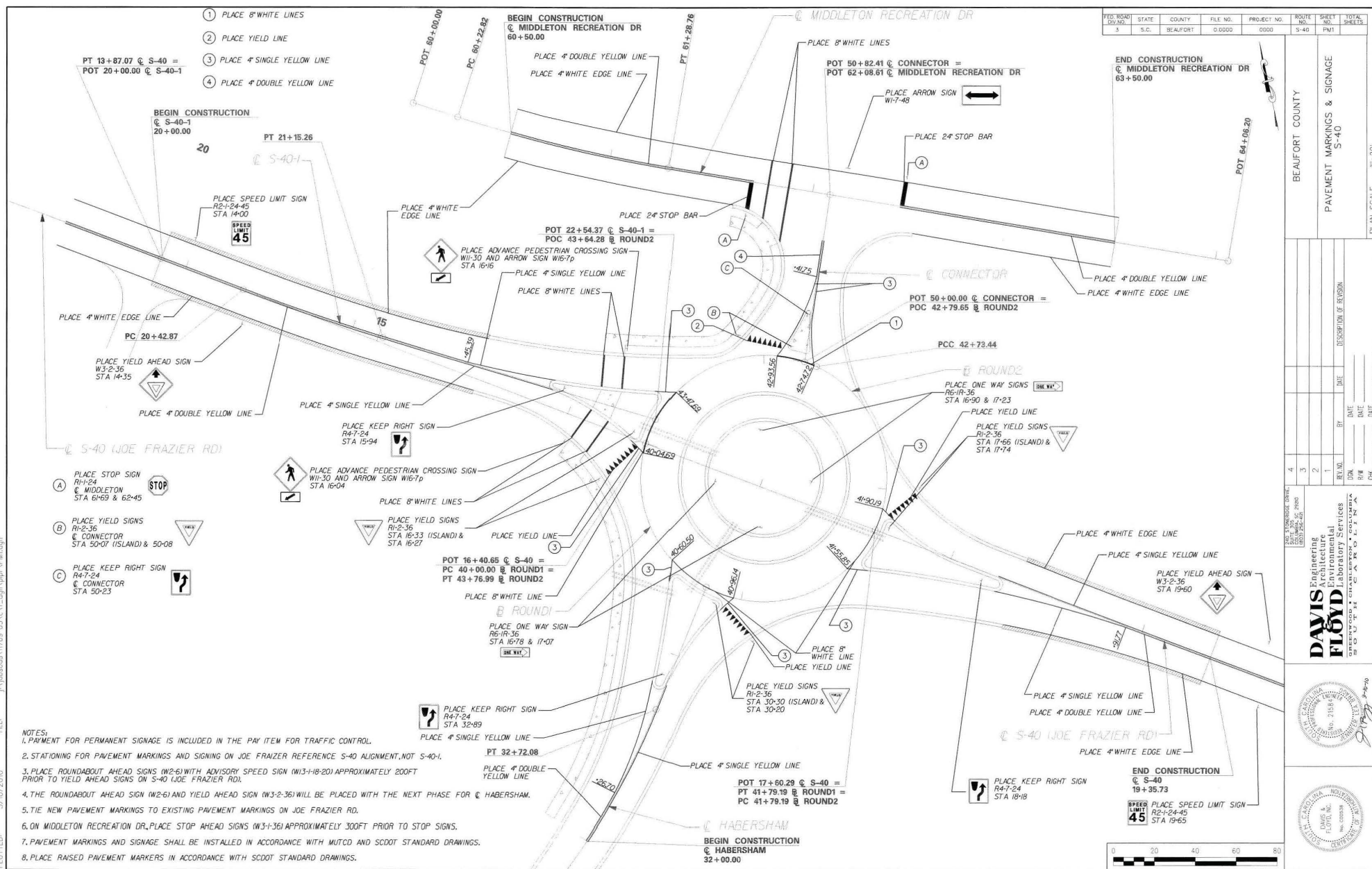


BEAUFORT COUNTY
TRAFFIC CONTROL
S-40
PLAN SCALE 1"=20'

NO.	DATE	BY	CHK.
4			
3			
2			
1			

Engineering
Architecture
Environmental
Laboratory Services
CONSULTANTS
DAVIS FLOYD
INCORPORATED
1000 W. 10TH ST.
SUITE 100
TAMPA, FL 33606
TEL: 813-281-1111
FAX: 813-281-1112
WWW.DAVISFLOYD.COM





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FED. ROAD DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEET
3	S.C.	BEAUFORT	0.0000	0000	S-40	EC1	

[illegible]

J. (P) 3-A

SCALE: 50,000' = 1" IN.

PLOT DRIVER: 3rd of V8-RW DGN.plt

FILE: 3/10/2010

PEN TABLE: V8-COLA-3RD.tbl

FILE: F:\projects\1769-DSC\1-dgn\1769-EC2.dgn

EROSION CONTROL NOTES

1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING, IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.

2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.

A. WHERE STABILIZATION BY THE 14th DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.

B. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED EVERY SEVEN (7) DAYS. IF SITE INSPECTIONS IDENTIFY BMPs THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.

OR

ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY FOURTEEN (14) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER. IF SITE INSPECTIONS IDENTIFY BMPs THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.

4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.

5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFF-SITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.

6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/ SOIL FROM PAVEMENT, AS MAY BE REQUIRED.

7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 et seq. AND SCRI00000.

8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.

10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	EC2	



MAP SHOWING LOCATION OF
BEAUFORT COUNTY IN SOUTH CAROLINA

BEAUFORT COUNTY

EROSION CONTROL NOTES
S-40

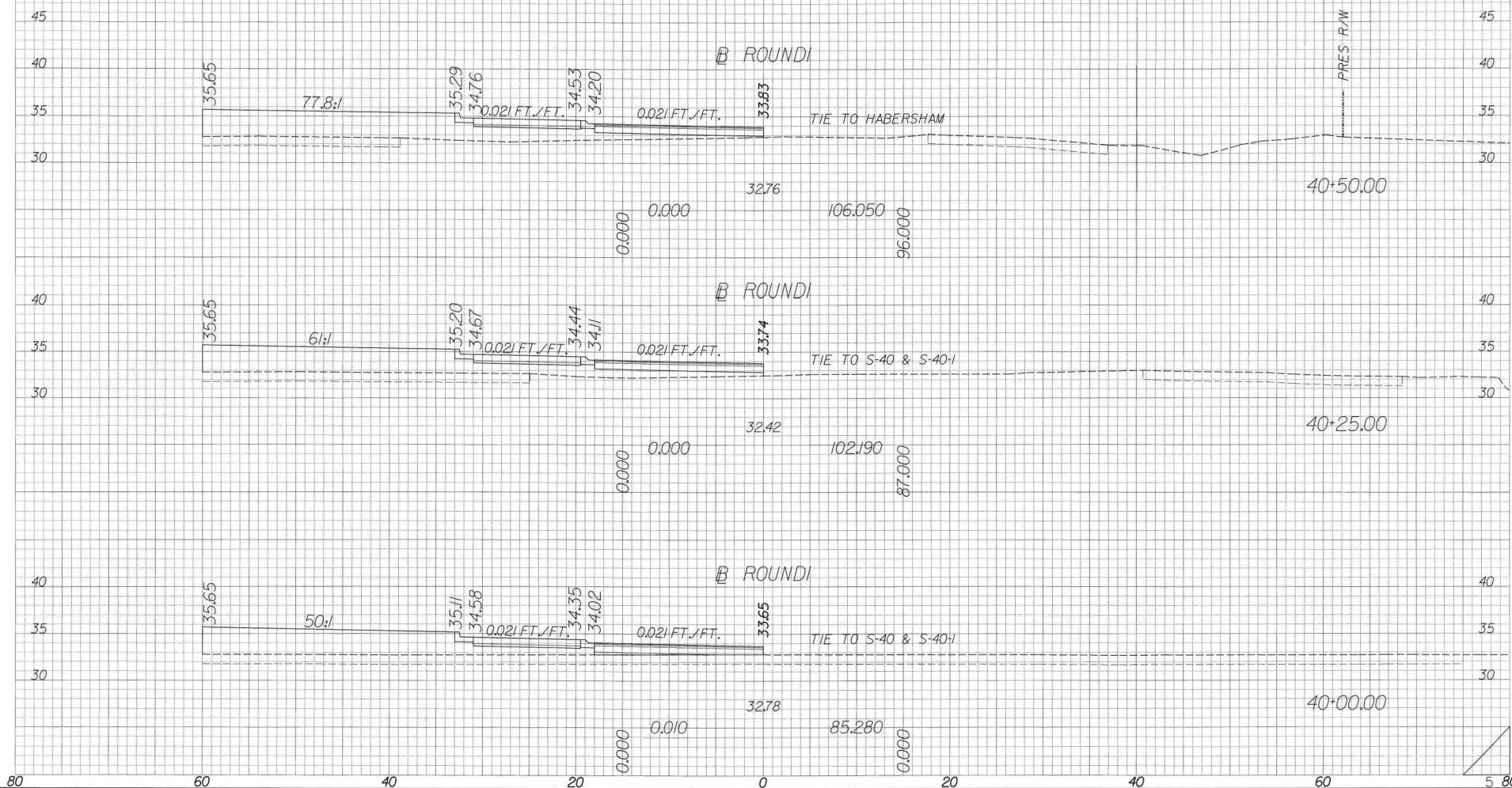
PLAN SCALE 1"=50'

240' X 360' IMAGE SCALE
1"=240' HORIZONTAL
1"=360' VERTICAL

DAVIS Engineering
Architecture
Environmental
Laboratory Services
1000 N. W. 10th Ave., Suite 200
Fort Lauderdale, FL 33304
(954) 572-1111



FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEET
3	S.C.	BEAUFORT	0.0000	0000	S-40	X1	

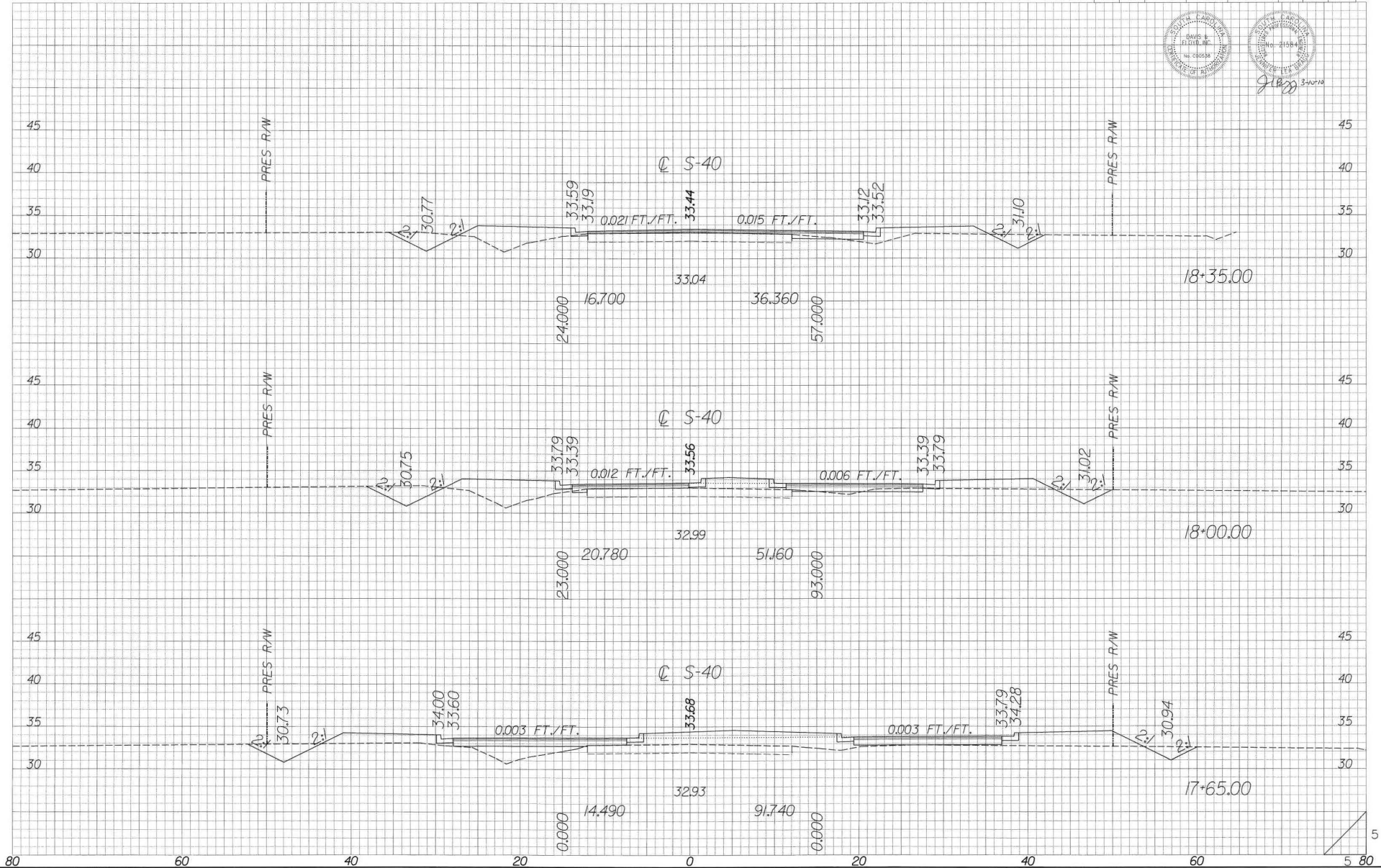


CONSTRUCTION PLANS

FED. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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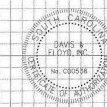
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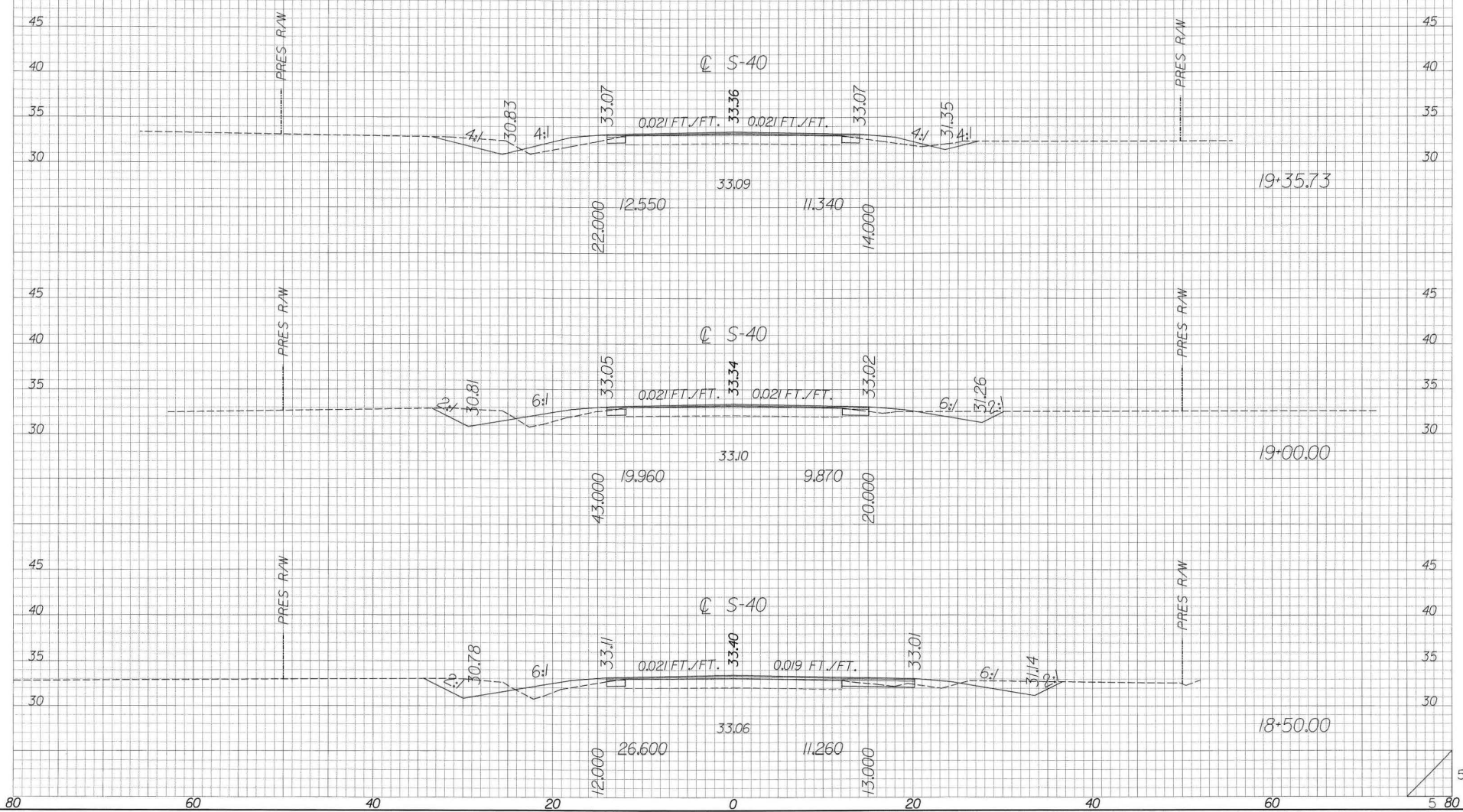
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CONSTRUCTION PLANS

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3	S.C.	BEAUFORT	0.0000	0000	S-40	X11	



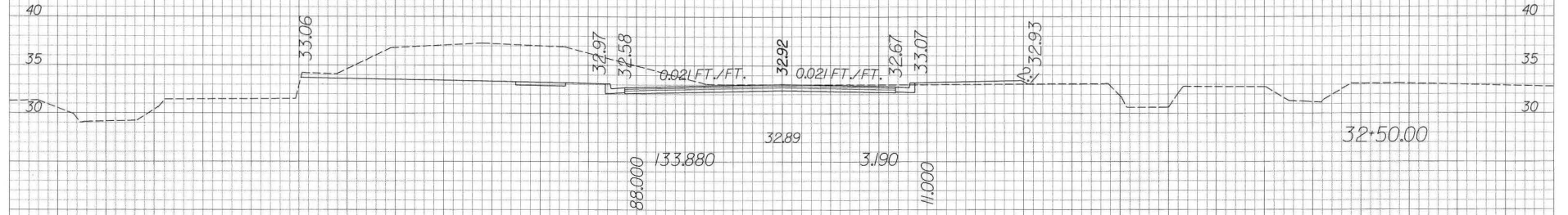
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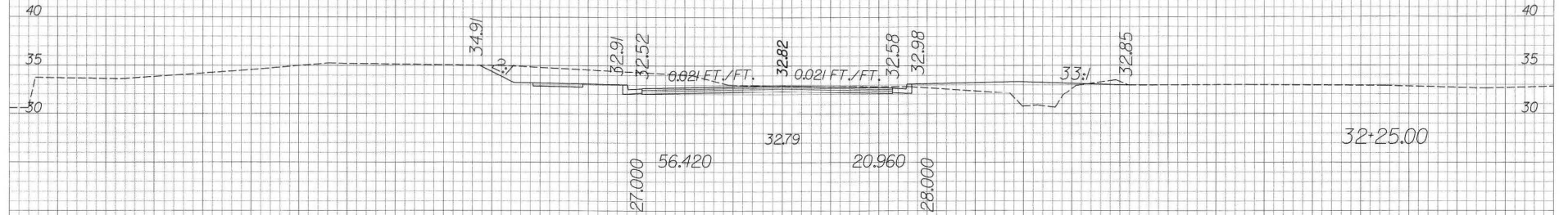


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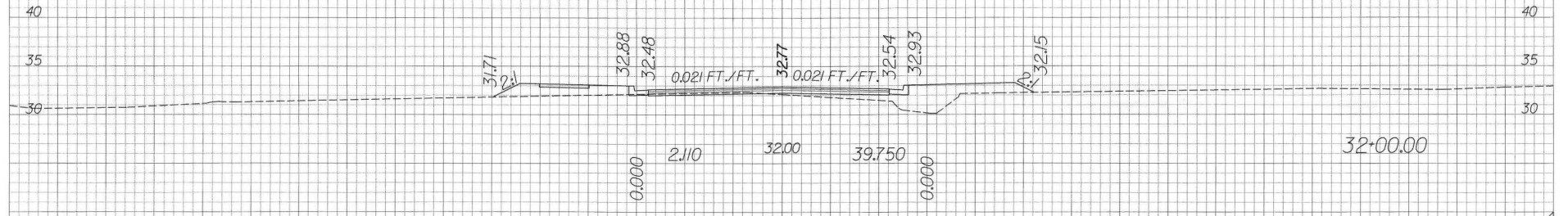
CL HABERSHAM

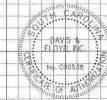


CL HABERSHAM

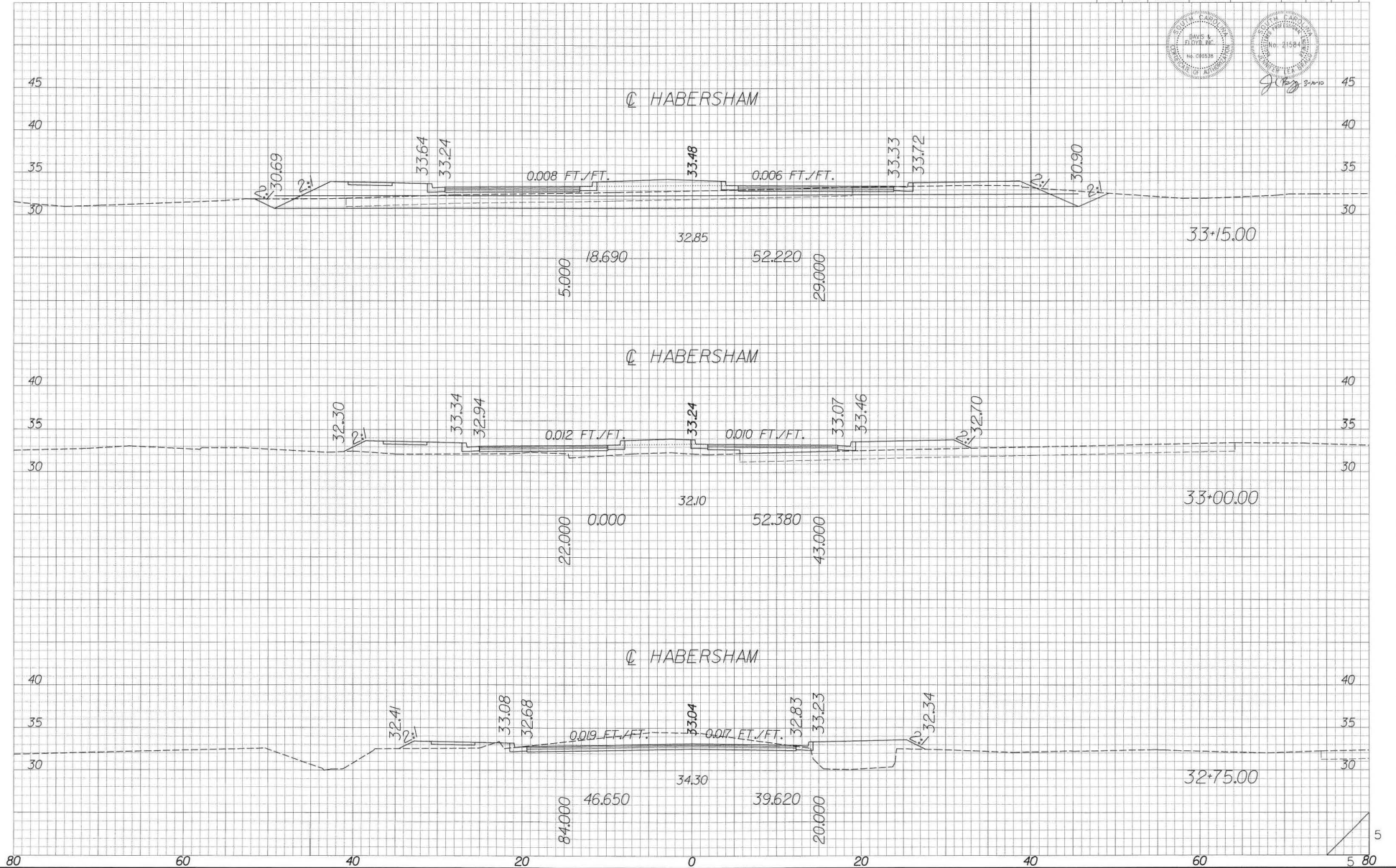


CL HABERSHAM





J. Floyd 3-10-10

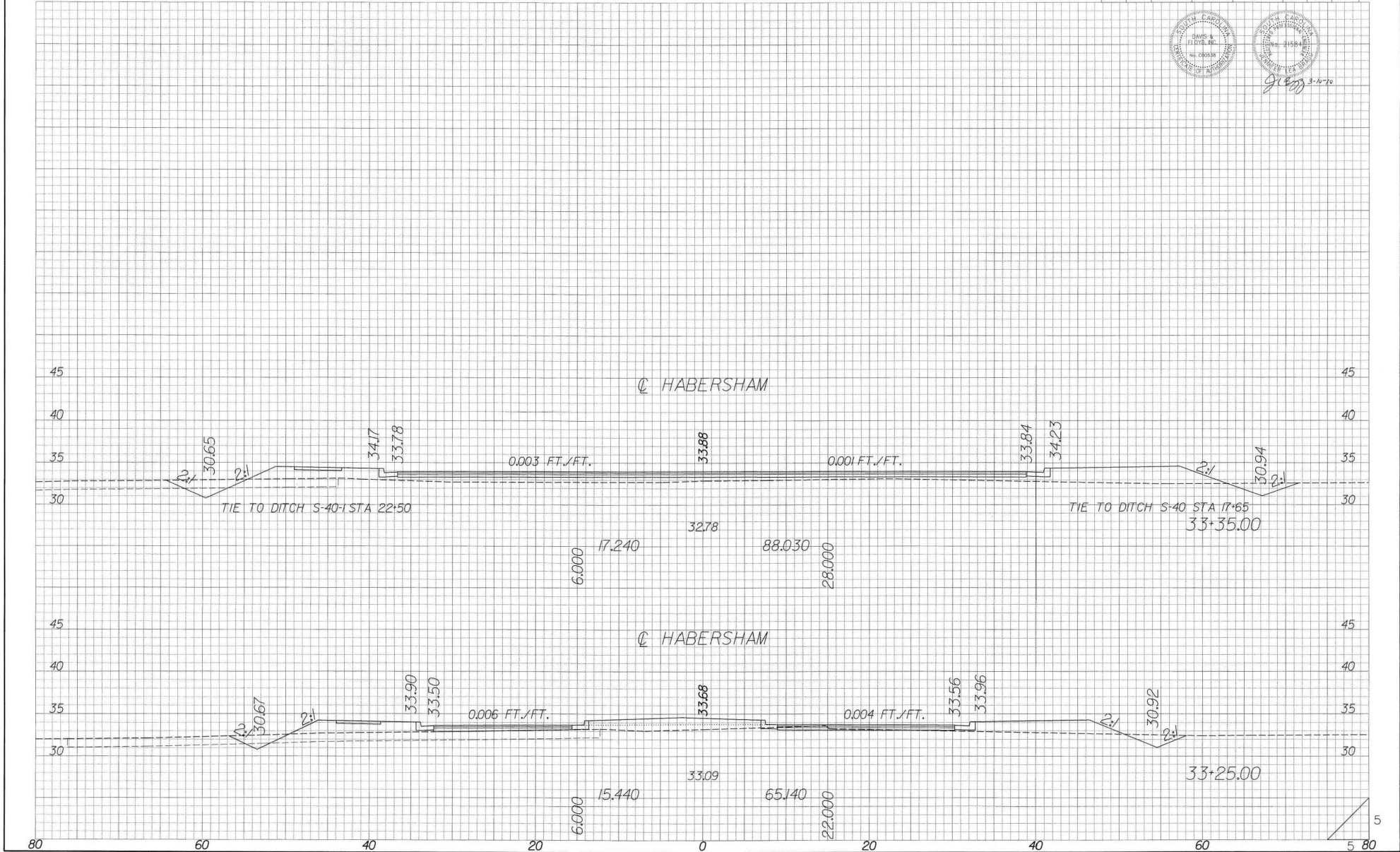


CONSTRUCTION PLANS

FILE NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	6000	5-40	X14	



3-11-79

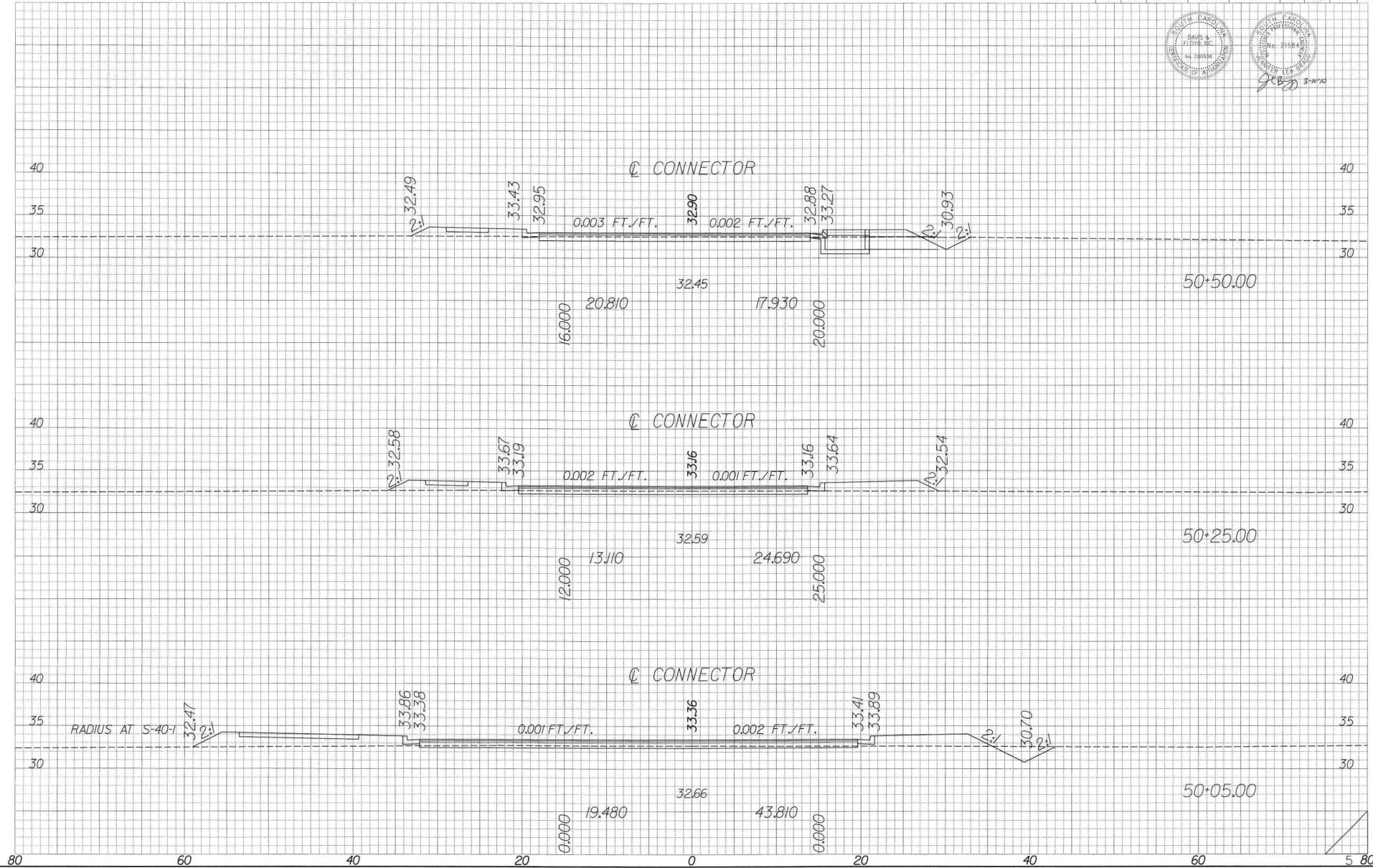


CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	5-40	X15	



gcb 8-10-00

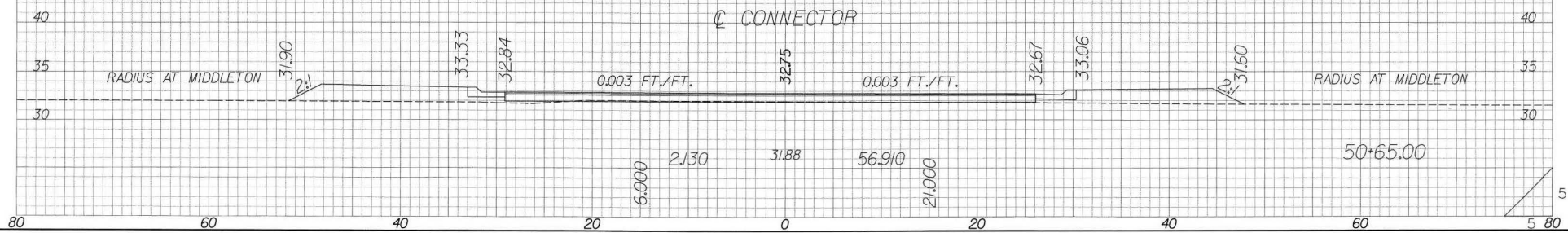


CONSTRUCTION PLANS

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Handwritten signature and date: 3-17-10



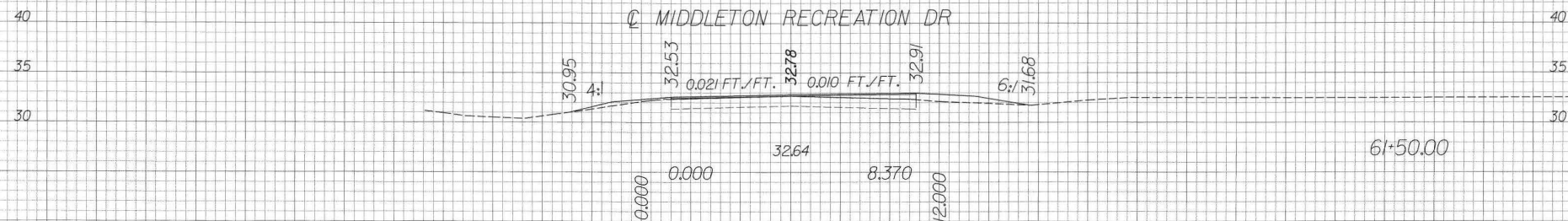
CONSTRUCTION PLANS

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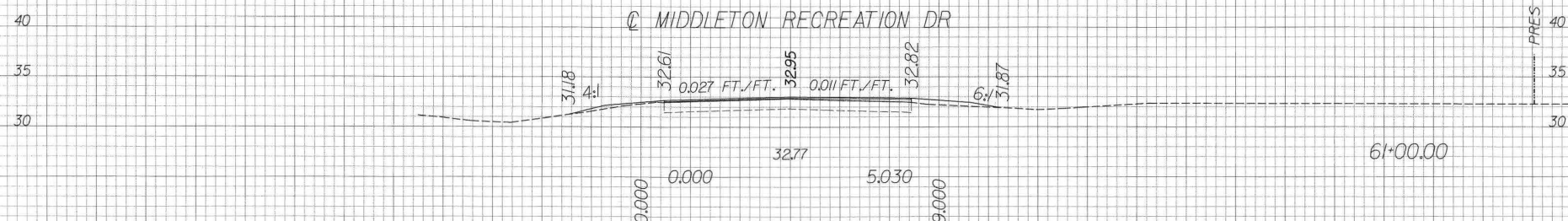


3-1070

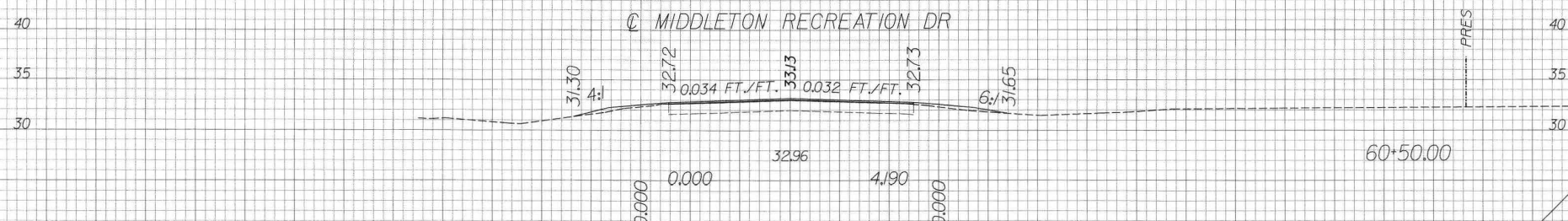
☉ MIDDLETON RECREATION DR



☉ MIDDLETON RECREATION DR



☉ MIDDLETON RECREATION DR

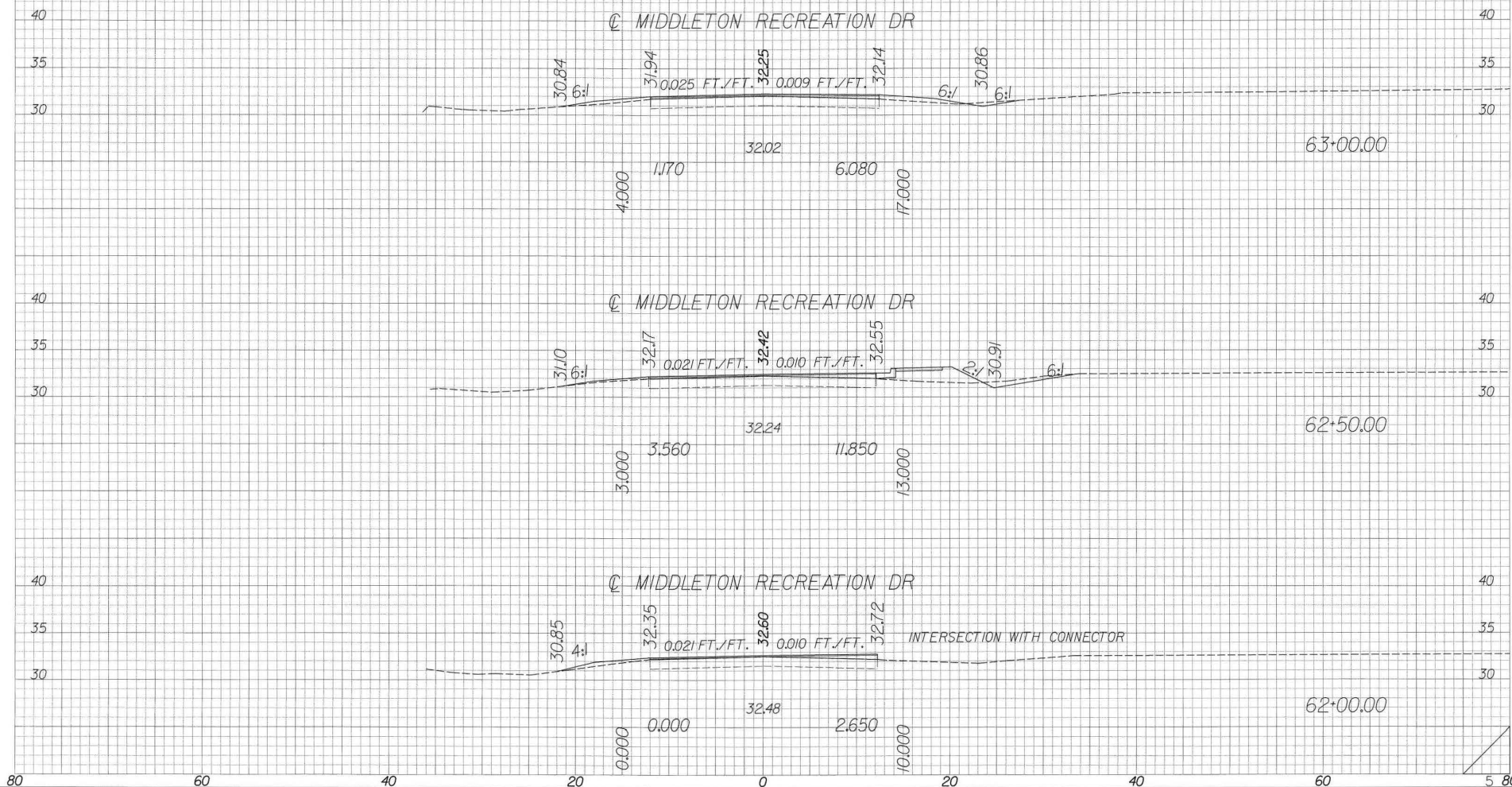


CONSTRUCTION PLANS

FEED NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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[Signature] 2-17-10

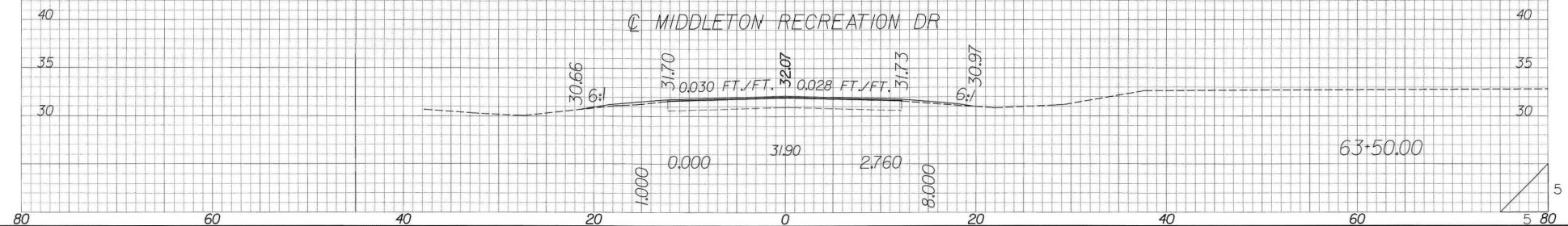


CONSTRUCTION PLANS

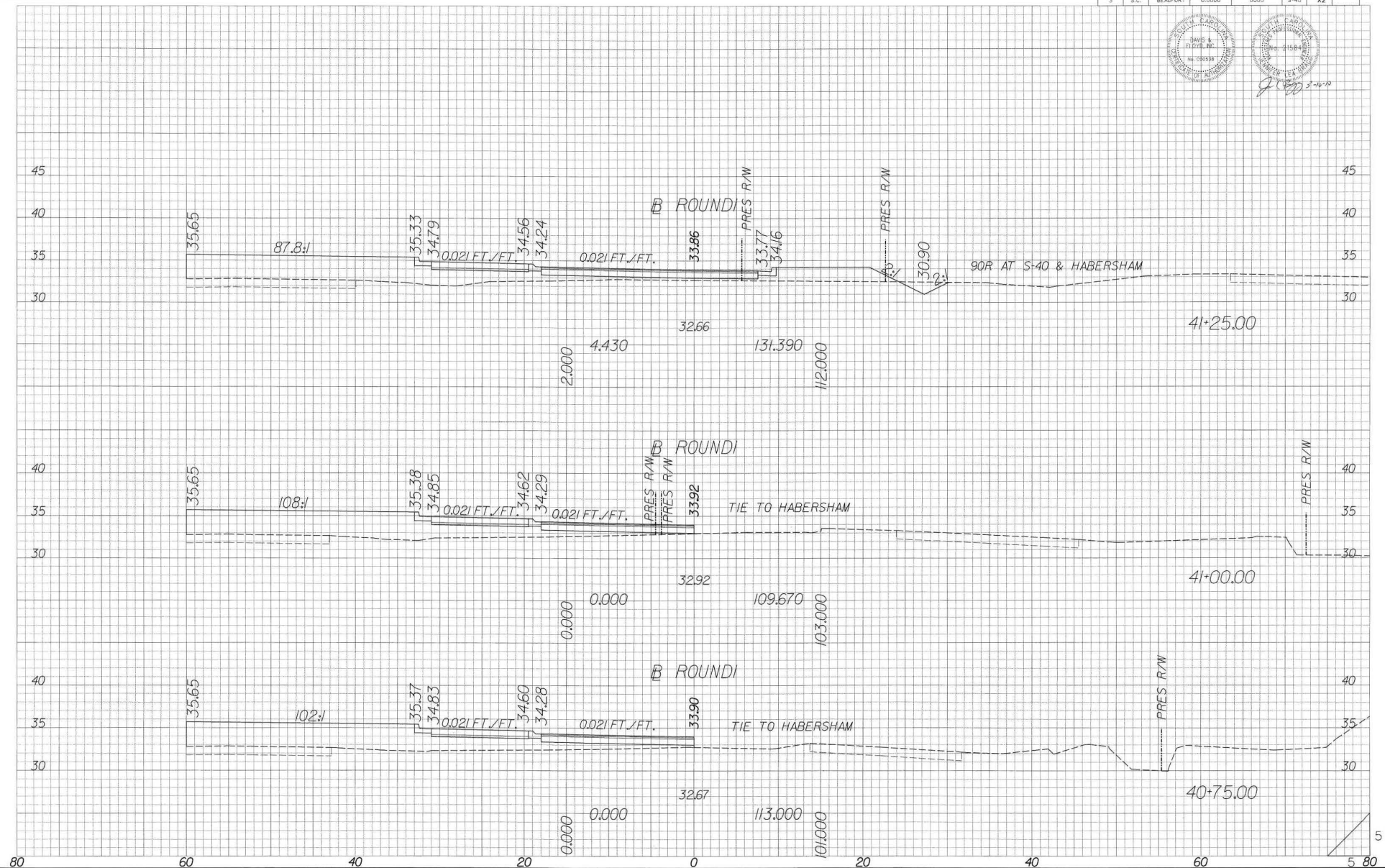
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Handwritten signature and date 3-11-70

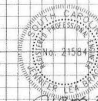


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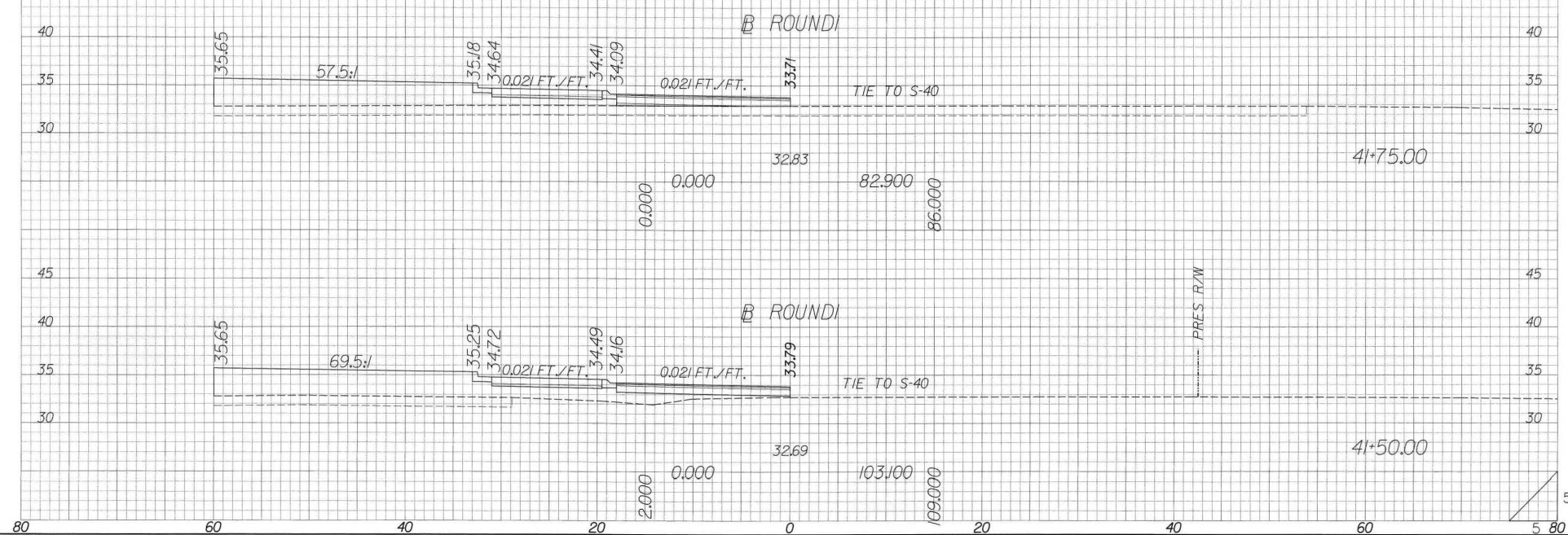


CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	X3	



JLB 3/1/10

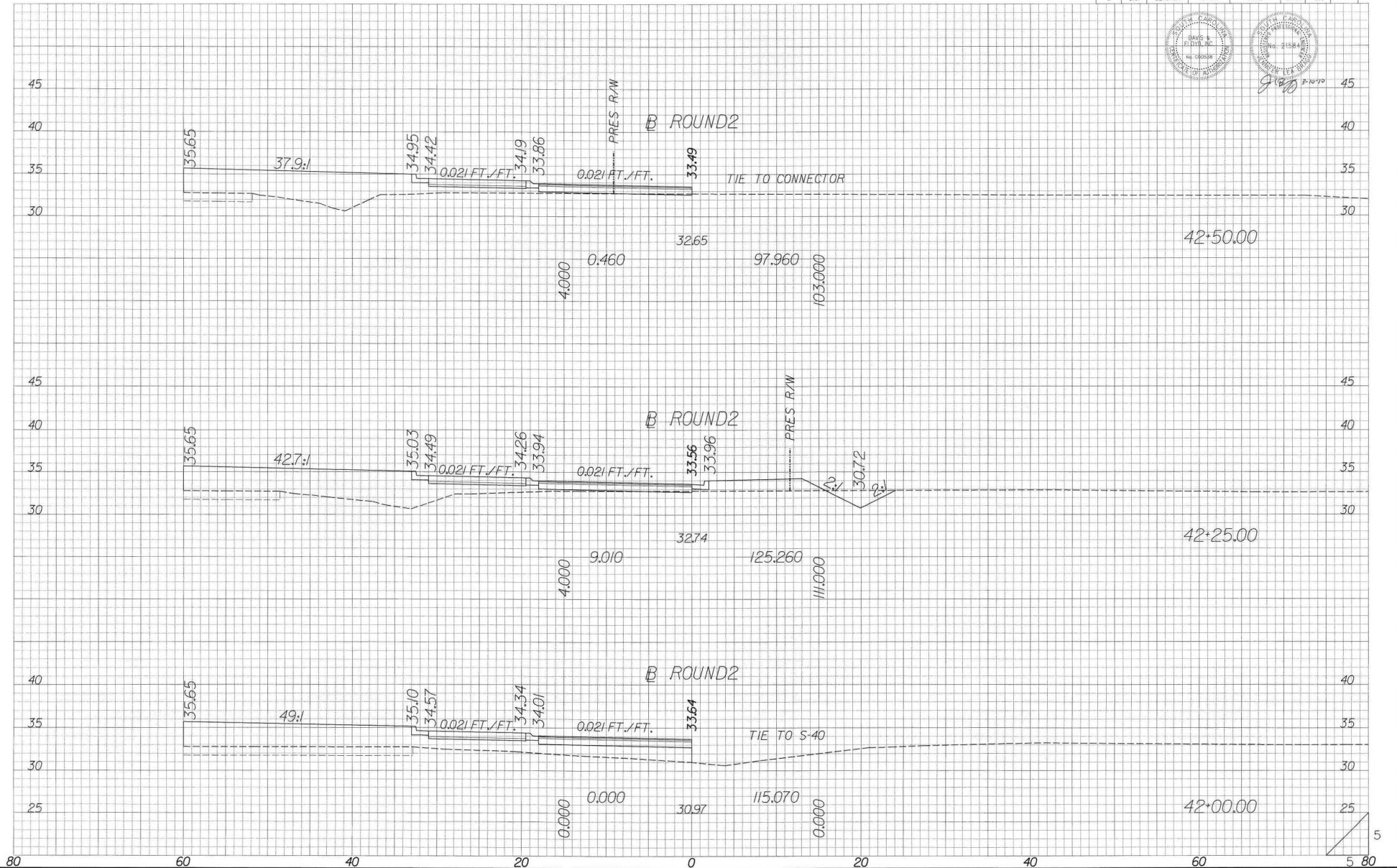


CONSTRUCTION PLANS

FED. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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gaw 3-10-10

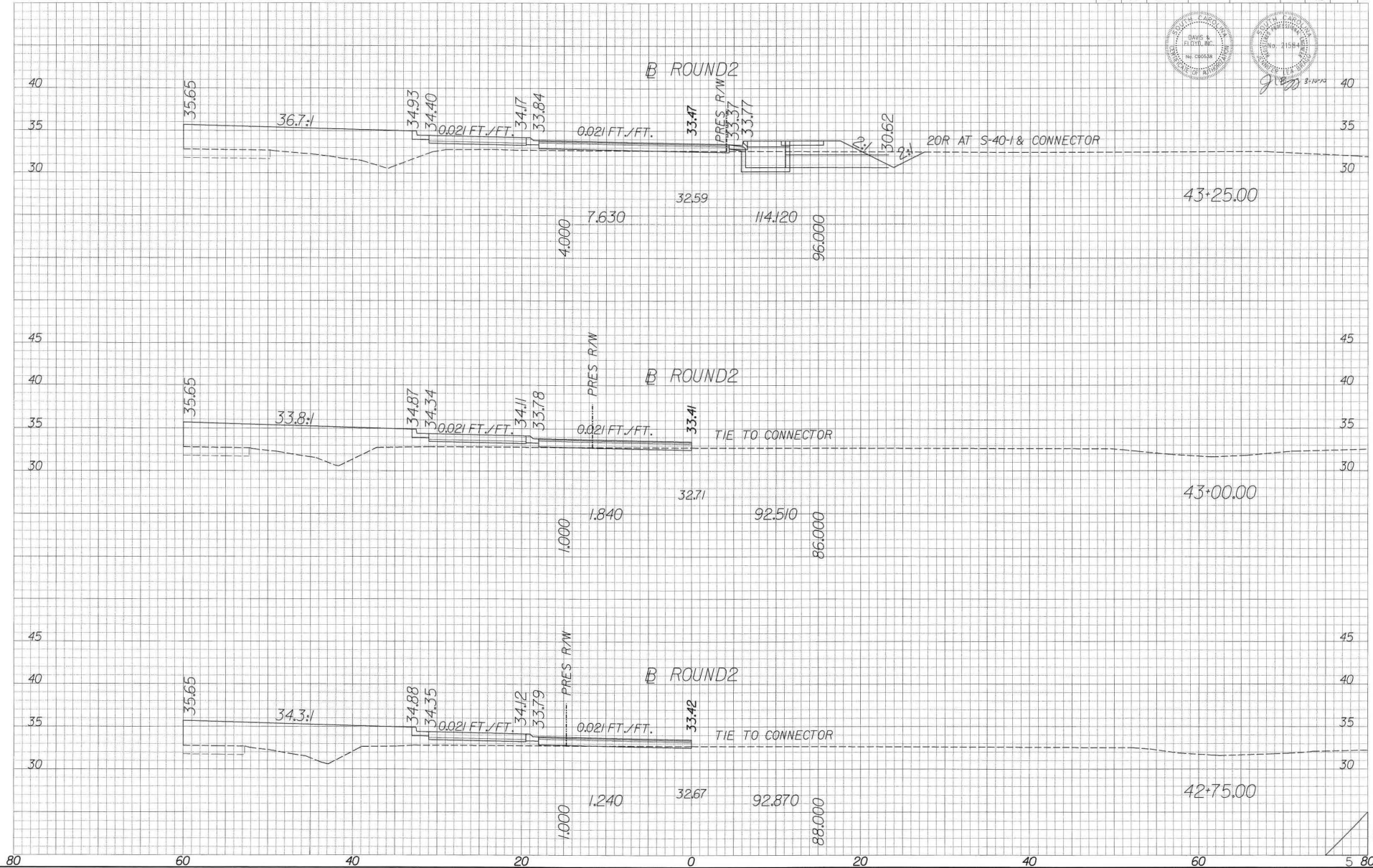


CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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glen 8-10-02



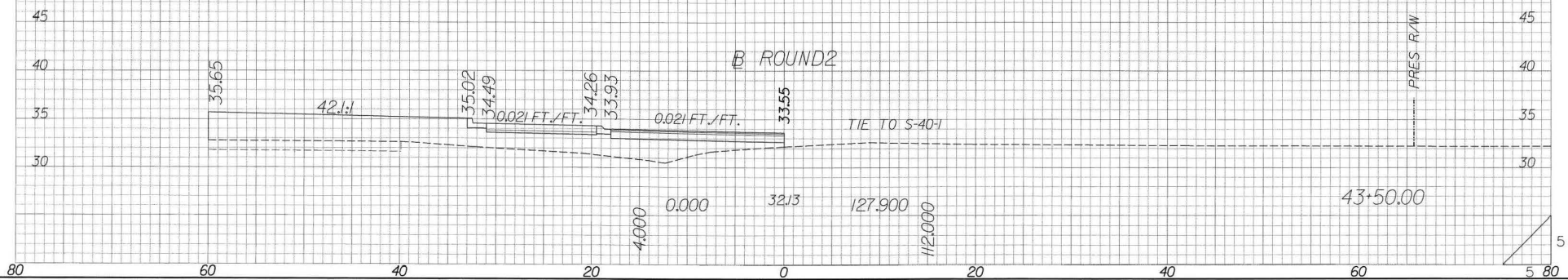
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CONSTRUCTION PLANS

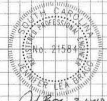
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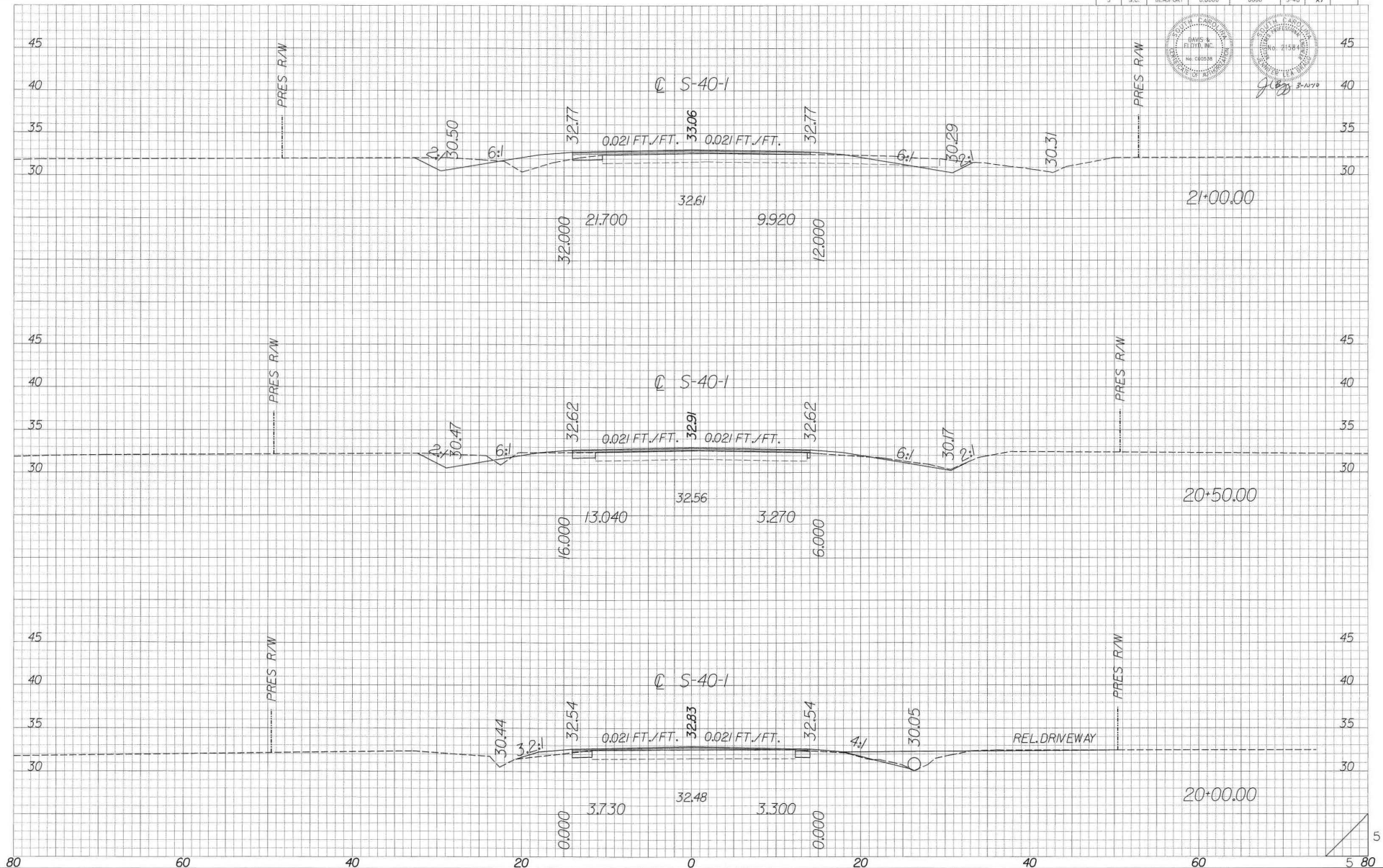
3-10-70



FED. RD. DIV. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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JB 3-10-10

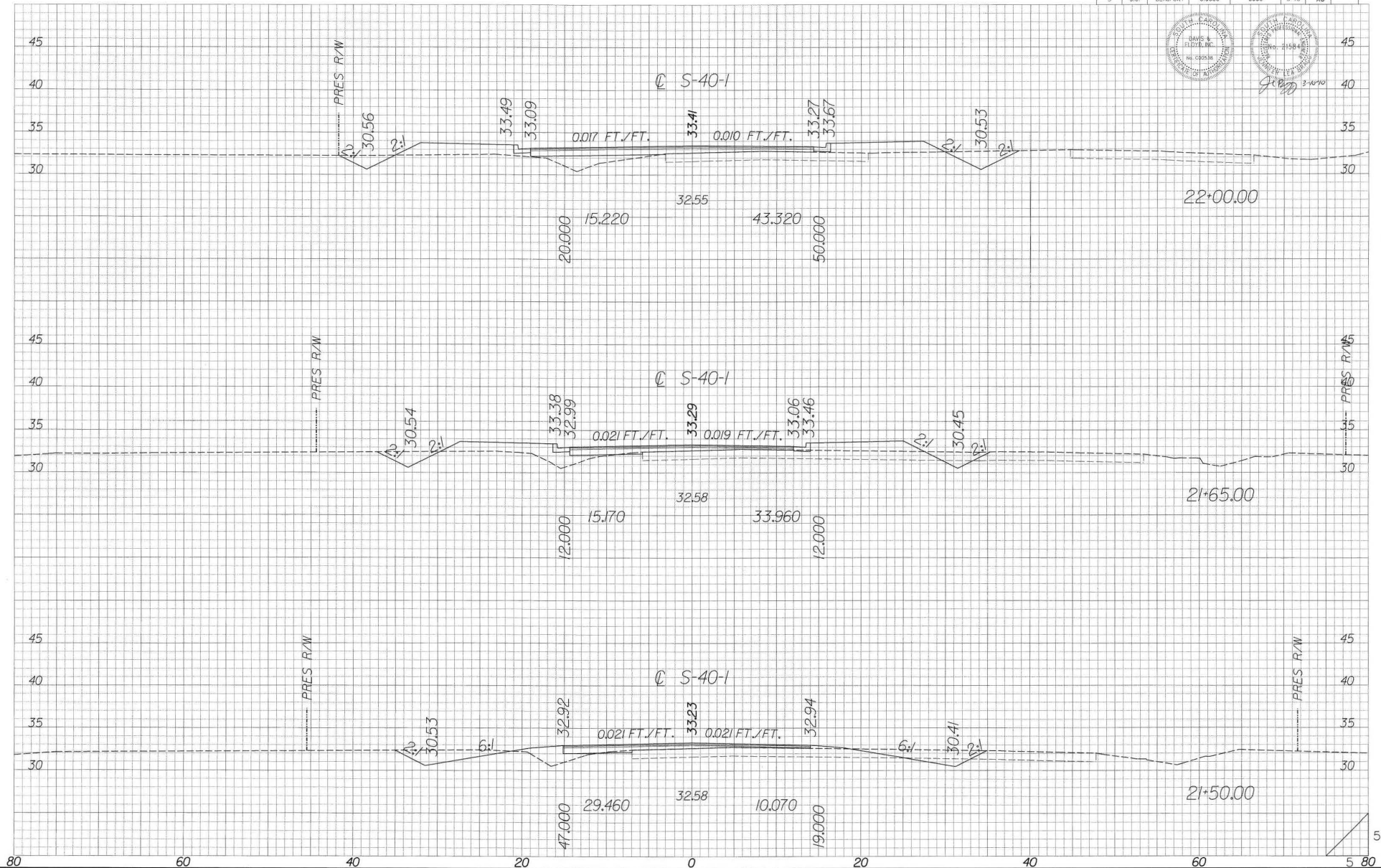


CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	5-40	X8	



3-14-10
J.E. Elzy



CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	X9	15



J. B. B. 3-10-10

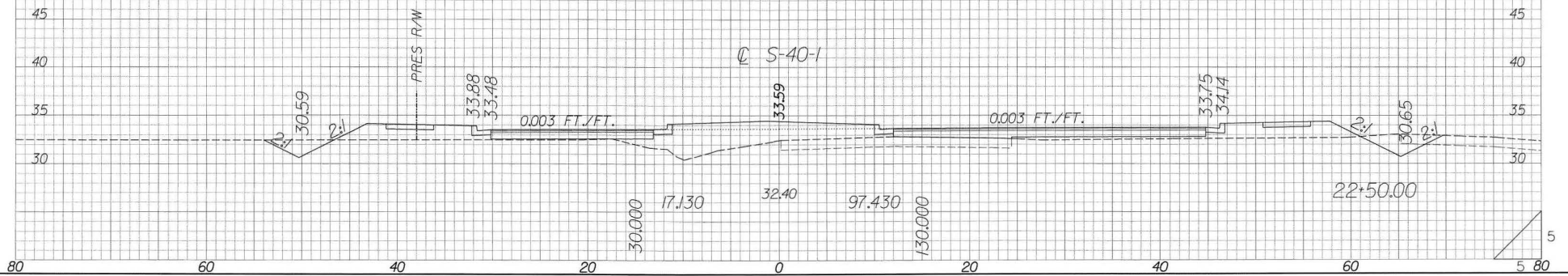
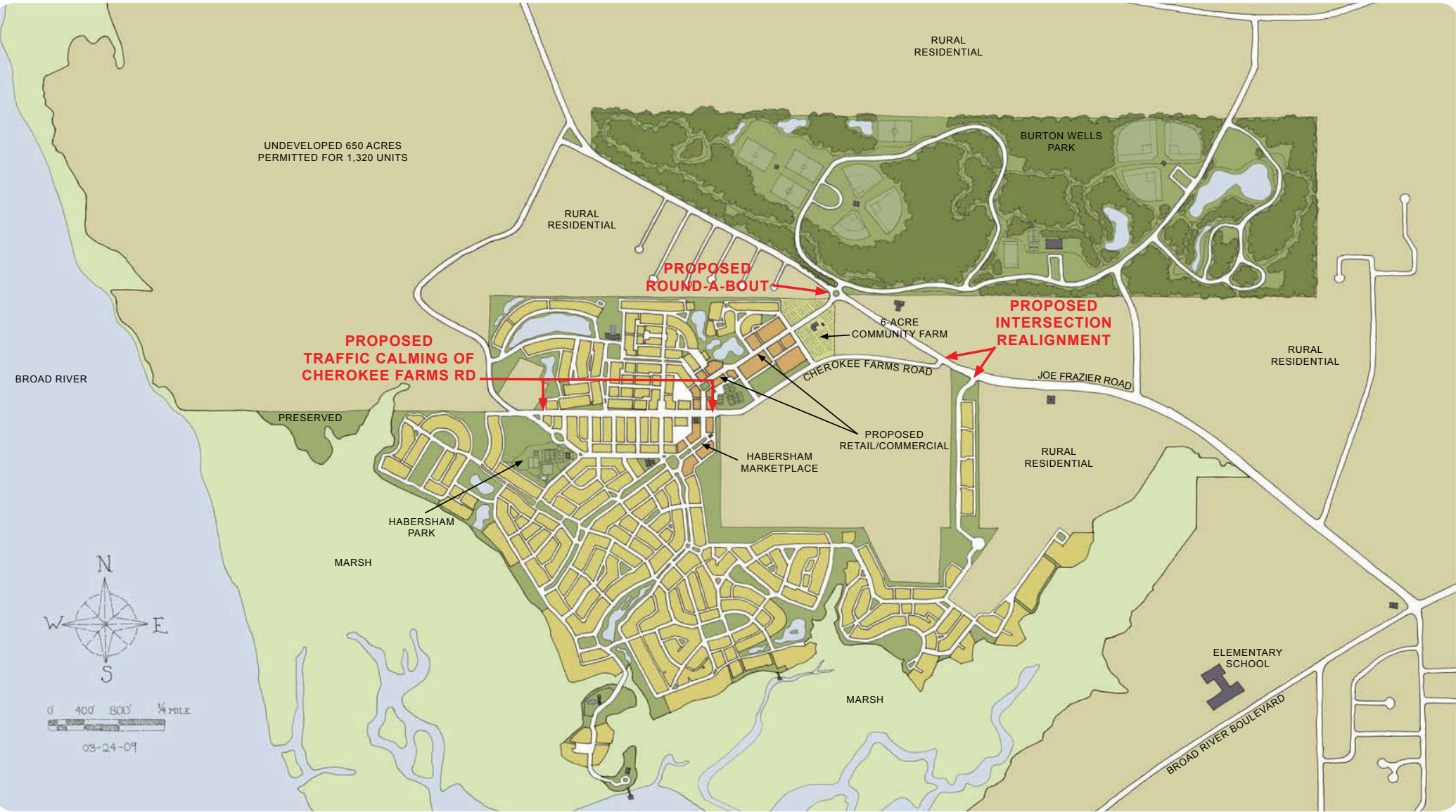


Exhibit E

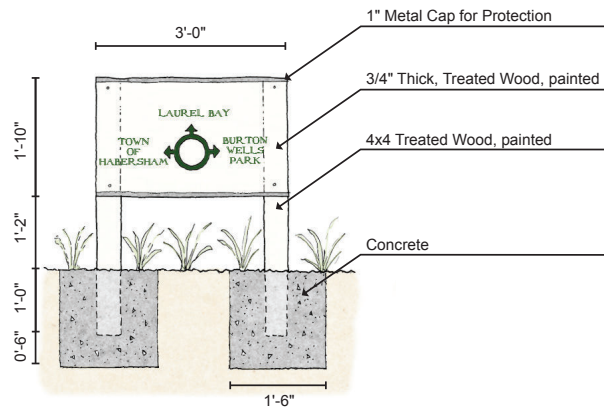
Cherokee Farms, Needles Road and Joe Frazier Road Improvements, Conceptual Plan



HABERSHAM & CHEROKEE FARMS
Regional Context

Exhibit F

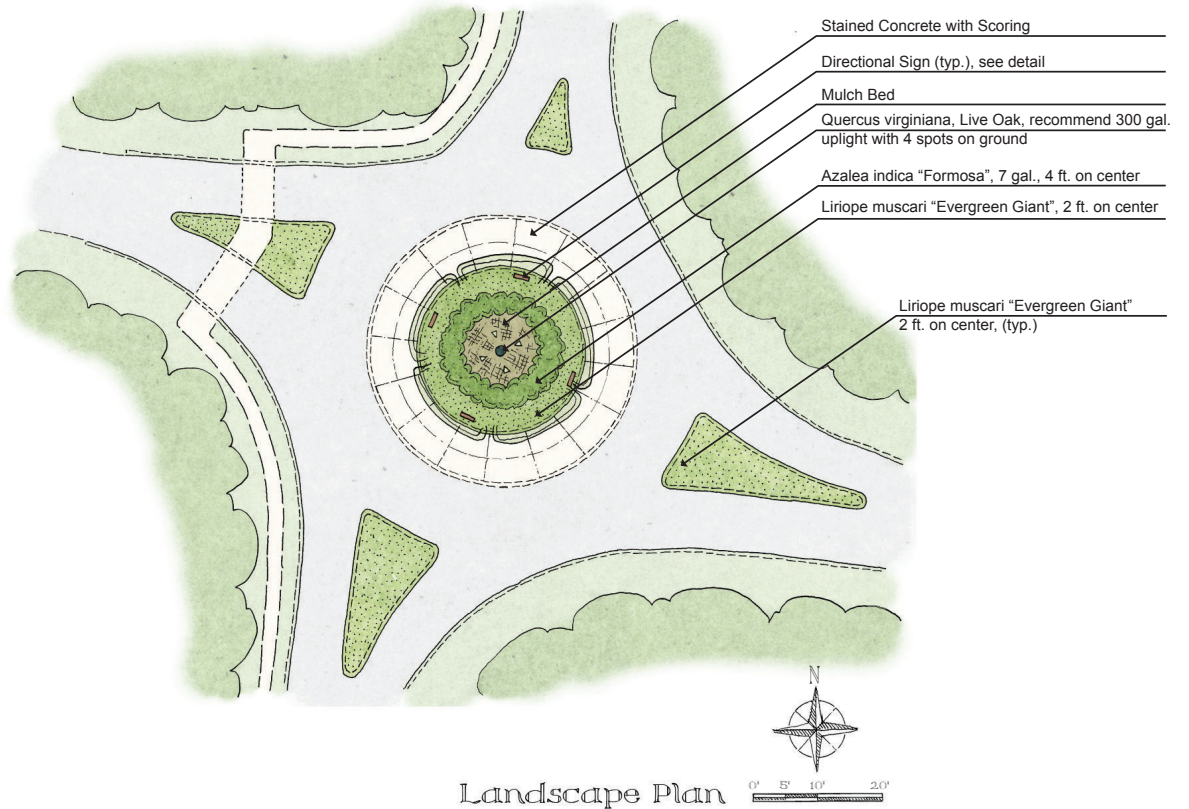
Joe Frazier Road Round-a-bout Landscape Plan



Sign Detail



JOE FRAZIER ROAD ROUND-A-BOUT LANDSCAPE PLAN



Landscape Plan

Exhibit G

Beaufort County Zoning and Development Standards Ordinances (“ZDSO”)