

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-2180  
www.beaufortcountysc.gov

STEWART H. RODMAN  
CHAIRMAN

D. PAUL SOMMERVILLE  
VICE CHAIRMAN

COUNCIL MEMBERS

MICHAEL E. COVERT  
GERALD DAWSON  
BRIAN E. FLEWELLING  
YORK GLOVER, SR.  
CHRIS HERVOCHON  
ALICE G. HOWARD  
MARK LAWSON  
LAWRENCE P. MCELYNN  
JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS  
COUNTY ADMINISTRATOR

SARAH W. BROCK  
INTERIM CLERK TO COUNCIL

AGENDA  
COUNTY COUNCIL OF BEAUFORT COUNTY  
REGULAR SESSION  
Monday, May 13, 2019  
6:00 p.m.  
Council Chambers, Administration Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

1. **CALL TO ORDER REGULAR SESSION** – Chairman Stu Rodman 6:00 p.m.
2. **PLEDGE OF ALLEGIANCE AND INVOCATION** – Councilman Mark Lawson
3. **APPROVAL OF AGENDA**
4. **RECOGNITIONS**
  - A. **South Carolina Paramedic of the Year** – Angie Stewart (backup)  
Phil Foot, Assistant County Administrator & Donna Ownby, EMS Director
  - B. **Adopt-A-Highway** (backup)
    1. Dulamo Homeowners
    2. Low Country Jaycees
5. **PROCLAMATION**
  - A. **A Proclamation Opposing Seismic Testing and Offshore Drilling Activities** / Councilman Sommerville (backup)
6. **PRESENTATION**
  - A. **Regional Earth Day Summary** / David M. Wilhelm, P.E, Director of Public Works (backup)
7. **CITIZEN COMMENTS** [See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes.]
8. **CONSENT AGENDA**
  - A. **Approval of Minutes**
    1. April 22, 2019 Caucus (backup)
    2. April 22, 2019 Regular Session (backup)



**B. Appointments and Reappointments to Boards and Commissions**

**Recommendations Public Facilities Committee, May 6, 2019**

1. Beaufort County Transportation Committee
  - a. Appointment – Brian Winslow (District 2 as a Sub for District 1)

**C. Third reading of an ordinance to enter into a lease agreement with SCDNR for the management of the Fort Fredrick Heritage Preserve** / Councilman Flewelling ([backup](#))

Ordinance Title: *An ordinance authorizing the Interim County Administrator to execute the lease agreement with the South Carolina Department of Natural Resources (SCDNR) for the Fort Fredrick boat landing*

1. Consideration of third and final reading May 13, 2019
2. Second reading approved on April 22, 2019
3. Public hearing held on April 22, 2019
4. First reading approved on April 8, 2019 / Vote 11:0
5. Public Facilities Committee recommended approval on March 4, 2019 / Vote 9:0

**D. Third reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Lost Hollow Business Park Zoning Change from T4HCO (Hamlet Center Open) to T2RC (Rural Center)** / Councilwoman Howard ([backup](#))

Ordinance Title: *Southern Beaufort County Zoning Map Amendment for Changing the zoning of R600 039 000 0204 0000, R600 039 000 0198 0000, R600 039 000 0186 0000, R600 039 000 0167 0000, R600 039 000 0853 0000, R600 039 000 0854 0000, R600 039 000 0855 0000, R600 039 000 0856 0000, R600 039 000 0857 0000, and R600 039 000 0858 0000 from T4HCO to T2RC*

1. Consideration of third and final reading on May 13, 2019
2. Second reading approved on April 22, 2019
3. Public hearing held on April 22, 2019
4. First reading approved on April 8, 2019 / Vote 11:0
5. Natural Resources Committee recommended approval on January 22, 2019 **\*\***(Actual date was February 18, 2019)

**E. First reading of an ordinance authorizing approval of two lease agreements for Crystal Lake park** / Councilman Flewelling ([backup](#))

Ordinance Title: *An ordinance authorizing approval of two lease agreements for Crystal Lake Park*

1. Consideration of first reading May 13, 2019
2. Public hearing - Monday, May 28, 2019 beginning at 6:00 p.m., Buckwalter Recreation Center, 905 Buckwalter Pkwy, Bluffton, SC 29910
3. Public Facilities Committee recommended approval on May 6, 2019 / Vote 10:0

**F. First reading of an ordinance regarding the denial of a Southern Beaufort County map amendment (zoning change of 175 Fording Island Rd. Bluffton)** / Councilwoman Howard ([backup](#))

Ordinance Title: *An ordinance regarding the denial of a Southern Beaufort County map amendment (zoning change of 175 Fording Island Rd. Bluffton)*

1. Consideration of first reading May 13, 2019
2. Public hearing - Monday, May 28, 2019 beginning at 6:00 p.m., Buckwalter Recreation Center, 905 Buckwalter Pkwy, Bluffton, SC 29910
3. Natural Resource Committee recommended denial on March 18, 2019 / Vote 9:0

**G. A resolution authorizing the expenditure of the 2006 One Cent Transportation sales tax funds on certain projects / Councilman Flewelling ([backup](#))**

Resolution Title: *A Resolution Authorizing the expenditure of the remaining 2006 One Percent Transportation Sales Tax Funds*

1. Consideration of adoption on May 13, 2019
2. Public Facilities Committee recommended adoption on May 6, 2019 / Vote 6:4

**H. A resolution authorizing the County Administrator to execute a management agreement for North Williman and Buzzard Islands with the State of South Carolina Department of Natural Resources / Councilman Flewelling ([backup](#))**

Resolution Title: *a resolution authorizing the County Administrator to execute a management agreement for North Williman and Buzzard Islands with the State of South Carolina Department of Natural Resources*

1. Consideration of adoption on May 13, 2019
2. Public Facilities Committee recommended adoption on May 6, 2019 / Vote 10:0

**I. Budget increase with 5% contingency included for the design, build, bid of the Shanklin Road EMS Station / Councilman Flewelling ([backup](#))**

1. Budget increase of \$490,657 bringing the revised total budget to \$3,360,657
2. Public Facilities Committee recommended approval on April 1, 2019 / Vote 10:0

**9. TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM MAY 13, 2019 EXECUTIVE COMMITTEE MEETING FOR COUNCIL CONSIDERATION**

**A. Change of scope to the impact fee study ([backup](#))**

1. Update in order to add the study of Solid Waste and Public Safety/EMS to the existing contract
2. Executive Committee discussion to occur on May 13, 2019

**B. Contract Award / Bluffton Township Fire District Station 38 and Emergency Operations Center Construction Project ([backup](#))**

1. Contract with Paul S. Atkins Company to build Fire Station #38 for the Bluffton Township Fire District in the contract amount of \$2,656,520, plus a 10% contingency of \$265,652.
2. Executive Committee discussion to occur on May 13, 2019

**C. First reading of an ordinance to amend Beaufort County ordinances 2018/20 and 2018/24, for fiscal year 2019 Beaufort County budget to provide clarifying amendments identifying the appropriated dollar amount for indigent health care, higher education, and economic development and to acknowledge the transfers between county departments and the adjustments for the county's employee compensation plan. ([backup](#))**

1. Consideration of first reading May 13, 2019
2. Public hearing - Monday, May 28, 2019 beginning at 6:00 p.m., Buckwalter Recreation Center, 905 Buckwalter Pkwy, Bluffton, SC 29910
3. Executive Committee discussion to occur on May 13, 2019

**10. NON-CONSENT AGENDA**

**A. Public hearing and second reading of an ordinance to enter into a lease agreement between the County and City of Beaufort for the use, maintenance, and management of Whitehall Park / Councilman Flewelling ([backup](#))**

Ordinance Title: *An ordinance authorizing the county administrator to execute a thirty (30) year lease agreement with the City of Beaufort for whitehall park*

1. Public hearing on May 13, 2019
2. Consideration of second reading on May 13, 2019
3. First reading approved on April 22, 2019 / Vote 10:0
4. Public Facilities Committee recommended approval on April 1, 2019 / Vote 11:0

**B. Public hearing and second reading of an ordinance granting an access easement to Duncan Farms / Councilman Flewelling ([backup](#))**

Ordinance Title: *An ordinance authorizing the execution and delivery of an Access Easement encumbering property owned by Beaufort County and known as a portion of Duncan Farms*

1. Public hearing on May 13, 2019
2. Consideration of second reading on May 13, 2019
3. First reading approved on April 22, 2019 / Vote 10:0
4. Public Facilities Committee recommended approval on April 1, 2019 / Vote 11:0

**C. Public hearing and second reading of an ordinance authorizing the issuance and sale of general obligation bonds in the amount of \$11.275 million / Councilman Passiment ([backup](#))**

Ordinance Title: *An ordinance authorizing the issuance and sale of general obligation Bonds, series 2019b, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not to exceed \$11,275,000; fixing the form And details of the bonds; authorizing the County Administrator or her lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto.*

1. Public hearing on May 13, 2019
2. Consideration of second reading on May 13, 2019
3. First reading approved on April 22, 2019 / Vote 10:0
4. Finance Committee recommended approval on April 1, 2019 / Vote 10:0

**D. Public hearing and second reading of text amendments to the Community Development Code (cdc): Article 4, Section 4.1.190 Recreation Facilities: Campgrounds (to provide distinctions between primitive, semi-developed, and developed campgrounds /**

Councilwoman Howard ([backup](#))

1. Public hearing on May 13, 2019
2. Consideration of second reading on May 13, 2019
3. First reading approved on December 10, 2018 / Vote 10:0
4. Natural Resources Committee recommended approval on November 19, 2018 / Vote 4:0

**11. DISCUSSION AND ACTION ITEMS**

**A. Committee Reports (next meeting)**

**Prior Meetings**

1. Finance Committee Workshop (April 29, 2019)
2. Finance Committee (May 6, 2019)
3. Public Facilities (May 6, 2019)
4. Executive Committee (May 13, 2019)

**Upcoming Meetings**

1. Community Services (May 20, 2019)



2. Natural Resources (May 20, 2019)
3. Governmental (May 28, 2019)

**12. CITIZEN COMMENTS**

**13. ADJOURNMENT**



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

**Item Title:**

Recognition for South Carolina Paramedic of the Year

**Council Committee:**

County Council

**Meeting Date:**

May 13, 2019

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

Phil Foot, Assistant County Administrator

**Issues for Consideration:**

N/A

**Points to Consider:**

Angie Stewart, one of our full time paramedics has been awarded as Paramedic of the Year by the State of South Carolina. In addition to her regular duties, she heads up the Low Country FAST Team who provides care and support to other state first responders. She has worked in the emergency medical field for over 20 years.

**Funding & Liability Factors:**

N/A

**Council Options:**

N/A

**Recommendation:**

N/A

**\*\*For immediate release**

Recently, several Beaufort County Emergency Medical Services EMT's and Paramedics attended the annual SC EMS Symposium in Myrtle Beach, SC. Those in attendance had the chance to take classes to further their education in the ever-changing world of emergency medicine.

The SC EMS Symposium awarded Angie Stewart, a Beaufort County EMS Paramedic, with the Paramedic of the Year Award. This award goes to the "Paramedic who has contributed most significantly to EMS at the community, state or national level".

Angie began her career 26 years ago and has been employed by Beaufort County EMS for the last 4 years. She has dedicated herself not only to her patients and her community, but also to her fellow first responders. Angie volunteers with Colleton County Fire Rescue and has been pivotal in bringing the FAST (First Responder Assistance and Support Team) to Beaufort County EMS and surrounding areas. The team provides mental health education and support to first responders.

Donna Ownby, Beaufort County EMS Director, says, "We are fortunate to have Angie here as she has been a

great asset to our community and our service". Beaufort County is proud to call Angie one of their own.

**\*\*END\*\*\***

Please see attached photo



## May 13, 2019 County Council Meeting

### Adopt-A-Highway Recognition

#### **1. Dulamo Homeowners**

Dulamo Homeowners are new to the Adopt-A- highway program, forming a group in 2018. They have already made a big difference on Tom Fripp Road. On average over ten volunteers participate and they remove over 20 bags every time they schedule a pick up. As a result, Tom Fripp Road is now considered to be one of the cleanest roads on St. Helena Island.

#### **2. Low Country Jaycees**

The Lowcountry Jaycees pick up litter along Parris Island Gateway between Hwy 170 and Boundary St. The pickup takes place every other month and usually involves 4 to 12 volunteers picking up as much as 20 bags of litter. The Jaycees started participating in the Adopt-a-Highway program to make positive changes in their community and help spread the word of their organization.

# ~ Proclamation ~

**Whereas**, U.S. Bureau of Ocean Energy Management (BOEM) has issued incidental harassment permits to open the mid and south Atlantic planning areas to exploration and development of offshore oil and gas which will include the utilization of methods, such as seismic blasting; and

**Whereas**, the permits will result in activities which are injurious and harmful to marine life, including but not limited to dolphins, the endangered North Atlantic right whale and others; and

**Whereas**, as a result of the incidental harassment permits, the South Carolina Attorney General, the South Carolina Environmental Law Center, the South Carolina Environmental Law Project and sixteen South Carolina cities and towns have filed suit against the federal government challenging the permits; and

**Whereas**, in addition to South Carolina cities and towns which have sued the federal government challenging the incidental harassment permits, several South Carolina counties, cities and towns have expressed their opposition to offshore oil and gas drilling and seismic airgun blasting due to the harmful impacts to marine life, as well as to South Carolina residents, businesses and visitors; and

**Whereas**, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of a spill as evidenced by the Deep Horizon oil spill among others; and

**Whereas**, the full impacts of seismic testing and offshore drilling in the Atlantic Ocean are not yet fully understood by scientists or the Federal Government and lower-impact alternative technologies may be available for exploration in the near future; and

**Whereas**, the vast majority of South Carolina ocean wealth stems from tourism and recreation which is supported through a healthy ocean. In fact, hundreds of thousands of jobs and billions of dollars of the state's gross



domestic product depend on clean and oil-free water, attractive beaches, and abundant fish and wildlife; and

**Whereas**, tourism is Beaufort County's primary economic engine and it depends on our natural coastal and historical environment, as well as fishing and water recreation, all of which are critical to the quality of life for Beaufort County residents; and

**Whereas**, Beaufort County endeavors to be a good steward of its coastal environment and natural resources. It appreciates that its community, businesses, and industries all depend on a healthy coastal environment not just for the quality of life and economic benefits derived from a robust tourism industry, but also for water recreation, fishing activities and industries which feed not just South Carolinians but residents of other states as well; and

**Whereas**, the South Carolina Senate recently passed a budget proviso which would effectively eliminate the ability of the oil and gas industry to locate necessary infrastructure onshore by a margin of 40-4 displaying overwhelming bipartisan opposition to offshore drilling.

**Now, therefore, be it resolved**, that Beaufort County Council hereby proclaims that offshore oil and gas drilling and exploration and seismic blasting pose unnecessary and harmful risks to Beaufort County's economy and to the ecological health and wellbeing of its citizens, oceans and lands; therefore, County Council opposes any plan or legislation which encourages exploration and development of offshore oil and gas and seismic blasting because these activities will negatively impact the health, safety and welfare of its citizens and the citizens of the State of South Carolina.

Dated this 13th day of May, 2019.

---

Stewart H. Rodman, Chairman  
Beaufort County Council

**MINUTES  
COUNTY COUNCIL OF BEAUFORT COUNTY  
CAUCUS**

**April 22, 2019**

ECR, Administrative Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

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

**Attendance**

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Michael Covert, Brian Flewelling, York Glover, Chris Hervochon, Mark Lawson, Alice Howard, Gerald Dawson, and Joe Passiment.

Absent: Lawrence McElynn

**Call to Order**

Chairman Rodman called the meeting to order at 5:03 p.m.

**Pledge of Allegiance**

The Chairman led the Pledge of Allegiance.

**Approval of Agenda**

It was moved by Mr. Passiment, seconded by Mr. Covert that Council approve the agenda. The vote: YEAS: Mr. Covert, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment, Mr. Rodman, and Mr. Dawson. The motion passed.

**Citizen Comments**

There were no comments.

**Executive Session**

It was moved by Mr. Passiment, seconded by Mrs. Howard to go immediately into executive session for a discussion regarding potential litigation regarding Malind Bluff. The vote: YEAS: Mr. Covert, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment, Mr. Rodman, Mr. Dawson, and Mr. Sommerville. The motion passed. Executive session started at 5:07pm.

**Matters Arising Out of Executive Session**

No matters to discuss.

**Caucus**

Mr. Keaveny requested adding a discussion of Rural and Critical procedures to the caucus agenda.

It was moved by Mr. Dawson, there wasn't a second to approve adding a discussion of the Rural and Critical procedures to the agenda. The vote: YEAS: Mr. Covert, Mr. Flewelling, Mr. Passiment, Mr. Lawson, Mr. Rodman, Mr. Glover, Mr. Dawson, and Mr. Sommerville. Mr. Covert, Mr. Hervochon and Mrs. Howard did not vote. The motion passed.

Mr. Keaveny discussed the processing of properties that are purchased through Rural and Critical. Mr. Weaver worked with BCOLT representative to hammer out a procedure that will be followed between staff and a BCOLT representative. Both parties have agreed to the new procedures.

**Status:** For information only.

**Adjournment**

The meeting adjourned

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

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

Ratified:

**MINUTES  
COUNTY COUNCIL OF BEAUFORT COUNTY  
REGULAR SESSION**

**April 22, 2019**

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

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

**Attendance**

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Chris Hervochon, York Glover, Alice Howard, Joe Passiment, Michael Covert, Brian Flewelling, Mark Lawson and Gerald Dawson.

Absent: Lawrence McElynn

**Call to Order**

Chairman Rodman called the meeting to order at 6:06 p.m.

**Pledge of Allegiance**

**Invocation – Councilman Joseph Passiment**

Mr. Passiment gave the invocation.

**Approval of Agenda**

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Flewelling that Council approve the agenda. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Rodman, Mr. Flewelling, Mr. Dawson and Mr. Lawson. Mr. Covert and Mr. Sommerville did not vote. The motion passed.

**Proclamation / Screen-Free Week**

Mr. Sommerville presented a Proclamation for Screen-Free Week, April 29 – May 5, 2019. Mrs. Janie Ephland, Executive Director of Born To Read, spoke about the screen free initiative and the important role it plays in the development of verbal skills.

Mr. Sommerville then spoke about Regional Clean Up day, which included Colleton, Hampton, Jasper and Beaufort Counties and stated what a success it was.

**Proclamation / Penn Center Circle Week**

Mr. Glover presented a Proclamation for Penn Center Circle Week, April 21 – April 27, 2019 to Ms. Ethel L. Sumpter, Member, Penn Center Board of Trustees and encouraged everyone to recognize

the significance of the mission of Penn Center, Inc. -- to preserve and promote the history and culture of the Sea Islands.

Mr. Rodman introduced Ms. Ashley Jacobs as the new County Administrator.

Mr. Rodman thanked Mr. Weaver for his service as Interim Administrator.

**Presentation / Coosa Elementary K-Kids Club**

Mr. Sommerville introduced the Coosa Elementary K-Kids Club and they presented with a check to the Beaufort County Animal Campus of funds raised during a recent car wash.

**Citizen Comments**

Charles Stewart spoke in reference to his support of agenda item 8(c), an ordinance regarding text amendments in reference to the zoning of Lost Hollow Business Park.

Michael Matthews with the Rural and Critical Lands Board spoke in support of agenda item 8(I), a resolution supporting the Passive Parks Program.

Katy Schaefer with the Coastal Conservation League spoke about Earth Day and stated Regional Clean Up Day was a success and she was happy to be a part of it. She also spoke in support of agenda items 8(D), a resolution adopting the Lady's Island Plan and 8(I), a resolution supporting Passive Parks.

Chuck Newton with the Sea Island Coalition spoke in support of agenda item 8(I), a resolution supporting Passive Parks, and is ready for the county to start opening up these purchased, protected lands to the greater public to use.

**Consent Agenda**

**A. Approval of Minutes**

1. April 8, 2019 Caucus
2. April 8, 2019 Regular Session

**B. Appointments and Reappointments to Boards and Commissions**  
**Recommendations Finance Committee, April 2019**

1. Board of Assessment Appeals
  - a. Appointment – Wayne B. Corley
  - b. Appointment – Kenneth Joy

**Recommendations Executive Committee, March 2019**

1. Airport Board
  - a. Appointment – Chris Butler

**Recommendations Public Facilities Committee, April 2019**

1. County Transportation Committee
  - b. Appointment – James Becker

**C. Third reading of an ordinance approving the lease of Duncan Farms**

Ordinance Title: *An Ordinance Authorizing the Interim County Administrator to Execute a Five (5) Year Lease Agreement with the Daufuskie Marsh Tacky Society for the Duncan Farms Property*

**D. Third reading of an ordinance approving a lease of Marshside Mamas**

Ordinance Title: *An Ordinance Authorizing the Interim County Administrator to Execute Necessary Documents to Lease a Portion of a Building on Daufuskie Island Known as Marshside Mamas*

**Motion:** It was moved by Mr. Flewelling, seconded by Mrs. Howard that Council approve the consent agenda consisting of the April 8, 2019 caucus and regular session minutes, agenda items B-D and the addition of James Backer as an appointment to the County Transportation Committee. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. Flewelling, Mr. Covert, Mr. Dawson and Mr. Lawson. The motion passed.

**Non-Consent Agenda**

**A. Public hearing and second an ordinance for the Jenkins Island right-of-way acquisition**

Chairman Rodman opened the floor for a public hearing on an ordinance for the Jenkins Island right-of-way acquisition.

No one came forward

Chairman Rodman stated he is remanding this ordinance back to Public Facilities for further discussion.

**B. Public hearing and second reading of an ordinance to enter into a lease agreement with SCDNR for the management of the Fort Fredrick Heritage Preserve**

Ordinance Title: *An ordinance authorizing the Interim County Administrator to execute necessary documents to lease a portion of a building on Daufuskie Island known as Marshside Mamas*

**Motion:** Mr. Glover motioned to approve an ordinance to enter into a lease agreement with SCDNR for the management of the Fort Frederick Heritage Preserve.

Chairman Rodman opened the floor for a public hearing on the ordinance to enter into a lease agreement with SCDNR for the management of the Fort Frederick Heritage Preserve.

No one came forward

**Motion:** Chairman Rodman called for a vote. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. Flewelling, Mr. Covert, Mr. Dawson and Mr. Lawson. The motion passed.

**C. Public hearing and second reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Lost Hollow Business Park Zoning Change from T4HCO (Hamlet Center Open) to T2RC (Rural Center)**



Ordinance Title: *An ordinance authorizing the conveyance of multiple parcels of real property from Town of Hilton Head Island to South Carolina Department of Transportation for the highway widening of U.S. Highway 278 across Jenkins Island*

**Motion:** It was moved by Mr. Covert, seconded by Mr. Flewelling to adopt the second reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances.

Chairman Rodman opened the floor for a public hearing on the ordinance regarding text amendments to the Beaufort County Code of Ordinances in reference to Lost Hollow Business Park zoning changes.

No one came forward

**Motion:** Chairman Rodman called for a vote. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. Flewelling, Mr. Covert, Mr. Dawson and Mr. Lawson. The motion passed.

**D. A resolution adopting of the Lady's Island Plan**

Mr. Sommerville stated there had been confusion about the relationship between the plan itself and the nine projects which were approved in the most recent referendum. They are under the umbrella of the plan but not part of the plan itself.

**Motion:** It was moved by Mr. Flewelling, seconded by Mrs. Howard that council approve the Lady's Island plan.

**Amendment to Resolution:** Mr. Sommerville then made a motion to amend the resolution adopting the Lady's Island Plan by removing bullet number three, which reads, Beaufort County Council commits to public engagement during the design phase of the proposed transportation improvements on Lady's Island funded by the Capital Projects Sales Tax.

**Motion Approving Amendment:** The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. Flewelling, Mr. Covert, Mr. Dawson and Mr. Lawson. The motion passed.

**Main Motion as Amended:** Motion to approve the resolution as amended. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. Flewelling, Mr. Covert, Mr. Dawson and Mr. Lawson. The motion passed.

**E. First reading of an ordinance to enter into a lease agreement between the County and City of Beaufort for the use, maintenance, and management of Whitehall Park**

Ordinance Title: *An ordinance authorizing the county administrator to execute a thirty (30) year lease agreement with the city of Beaufort for Whitehall Park*

Mr. Flewelling stated this is an agreement between the County and City for maintenance regarding Whitehall Park. This is something that was worked out during the purchasing of the property but had not been formalized or adopted.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Glover that council adopt an ordinance to enter into a lease agreement between the County and City of Beaufort for use, maintenance and management of Whitehall park. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. Flewelling, Mr. Covert, Mr. Dawson and Mr. Lawson. The motion passed.

**F. First reading of an ordinance granting an access easement to Duncan Farms**

Ordinance Title: *An ordinance authorizing the execution and delivery of an Access Easement encumbering property owned by Beaufort County and known as a portion of Duncan Farms*

Mr. Flewelling stated this ordinance would codify the easement, which allows the formal owner to access other property that he owns that is adjacent to the property the County purchased.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Dawson to adopt an ordinance granting an access easement to Duncan Farms. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. Flewelling, Mr. Covert, Mr. Dawson and Mr. Lawson. The motion passed.

**G. First reading of an ordinance authorizing the issuance and sale of general obligation bonds in the amount of \$11.275**

Ordinance Title: *An ordinance authorizing the issuance and sale of general obligation Bonds, series 2019b, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not to exceed \$11,275,000; fixing the form And details of the bonds; authorizing the Interim County Administrator or his lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto.*

Mr. Passiment stated this item was discussed at the April 1<sup>st</sup> finance committee meeting and this is the second year of these.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Flewelling to adopt an ordinance authorizing the issuance and sale of general obligation bonds in the amount of \$11.275. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. Flewelling, Mr. Covert, Mr. Dawson and Mr. Lawson. The motion passed.

**H. A resolution authorizing the County Administrator to execute documents for the purchase of 75 Confederate Avenue, Bluffton**

Resolution Title: *A Resolution Authorizing the County Administrator to Execute Any and All Necessary Documents for the Purchase of 75 Confederate Avenue, Bluffton, SC for Use as a Future Passive Park*

**Motion:** It was moved by Mr. Lawson, seconded by Mr. Covert to approve a resolution authorizing the County Administrator to execute any and all necessary documents for the purchase of 75 Confederate Avenue, Bluffton, SC.

Mr. Flewelling asked about a red line on a portion of the document and wanted to know if it was done prior to the contract being signed or after.

Mrs. Nagid said the resolution says we do not put conservation easements on Fee Simple properties so that language was stricken from the letter because of the resolution that is in place.

Mr. Flewelling stated he has a problem with a document being changed after it has been signed and stated he would like to add the sentence that has been crossed out back into.

**Motion to Amend:** Mr. Flewelling made a motion to add the sentence “After the closing, the County will grant a conservation easement on the property protecting its natural resources in perpetuity” back in.

Mr. Keaveny stated what was crossed out was on a letter of intent and therefore is not contractual.

Mr. Flewelling stated he understands that the language is not needed and it is not advantageous to the seller because the property is covered through covenants and restrictions so he withdraws his initial concern.

**Main Motion:** It was moved by Mr. Lawson, seconded by Mr. Covert to approve a resolution authorizing the County Administrator to execute any and all necessary documents for the purchase of 75 Confederate Avenue, Bluffton, SC. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. Flewelling, Mr. Covert, Mr. Dawson and Mr. Lawson. The resolution passed.

**I. A resolution supporting the Passive Parks Program for public access and passive recreation**

Resolution Title: *A Resolution to Support the Passive Parks Program*

Chairman Rodman gave a little background on the Passive Parks resolution. Wraps up the 2012 referendum proceeds with a portion going to preservation and a portion going to passive parks.

**Motion:** It was moved by Mrs. Howard, seconded by Mr. Flewelling to approve a resolution supporting the Passive Parks Program for public access and recreation. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. Flewelling, Mr. Covert, Mr. Dawson and Mr. Lawson. The resolution passed.

Chairman Rodman then called on Stephanie Nagid to speak to the Passive Program.

Ms. Nagid mentioned the Passive Park public use work plan and discussed the different tier levels for the properties. She stated the tier four level properties are the ones they are currently focusing

on. The tier four properties include Mitchelleville, Fort Freemont, Crystal Lake, Widgeon Point, Fort Frederick and Whitehall Park.

## **Discussion and Action Items**

### **A. Committee Reports**

#### **Finance Committee, Chairman Joe Passiment**

- The committee has been receiving presentations from a variety of individuals and government entities such as the treasurer, the auditor, clerk to court, magistrate court, coroner's office, public defender's office, probate judge, county recreation and other entities who are requesting funds.
- On April 29<sup>th</sup> the fire districts are scheduled to present their budget request.
- On May 6<sup>th</sup> we have a presentation from the Beaufort County School board regarding their budget. Once that committee has all of that we will make recommendations to council regarding the budget.

#### **Public Facilities Committee, Chairman Brian Flewelling**

- County transportation committee recommendations.

### **Citizen Comments**

Mike Thompson requested a noise ordinance regarding muscle cars and how disruptive they are. The city of Beaufort has an ordinance to help with this but the county does not. The sheriff cannot stop these cars without an ordinance.

Chairman Rodman discussed the priorities that came out of the retreat and working on achieving those.

Congressman Cunningham's office stated they nominated John Glover to be the representative from this area to be on the US Commission on Civil Rights.

### **Adjournment**

The meeting adjourned at 7:13 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Interim Clerk to Council  
Ratified:





---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

Crystal Lake Park Lease Agreements Ordinance

#### Council Committee:

Public Facilities (May 6, 2019)

#### Meeting Date:

May 28, 2019

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

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

The County entered into two lease agreements in 2017 for the use of office space at Crystal Lake Park with the Beaufort Soil and Water Conservation District and the Beaufort County Open Land Trust. The agreements were not approved through the ordinance process at that time. The Beaufort Soil and Water Conservation District and County staff want to amend their lease agreement.

#### Points to Consider:

The original lease agreements were not approved via the Ordinance process and need to be retroactively approved.  
BSWCS and County staff agree to the amendments to their lease agreement.

#### Funding & Liability Factors:

None

#### Council Options:

Approve the 2017 lease agreements and the 2019 BSWCS lease amendments.

#### Recommendation:

Approve the 2017 lease agreements and authorize the County Administrator to execute the BSWCS 2019 lease amendment.



**ORDINANCE 2019 / \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE APPROVAL OF TWO LEASE AGREEMENTS  
FOR CRYSTAL LAKE PARK**

**WHEREAS**, Beaufort County owns and manages 24.79 acres known as Crystal Lake Park located at 124 Lady's Island Drive, Beaufort, South Carolina; and,

**WHEREAS**, Beaufort County owns and maintains a 3,150 square foot building located on Crystal Lake Park; and,

**WHEREAS**, Beaufort County entered into lease agreements with the Beaufort County Open Land Trust (Exhibit A) and the Beaufort Soil and Water Conservation District (Exhibit B) in 2017 for use of the Crystal Lake Park building as office space, meeting space, and for public interfacing; and,

**WHEREAS**, the Beaufort Soil and Water Conservation District wants to amend their lease agreement (Exhibit C); and,

**WHEREAS**, Beaufort County Council believes that it is in the best interests of its citizens to enter into the lease agreements, as amended, with the Beaufort Soil and Water Conservation District and the Beaufort County Open Land Trust.

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council authorize approval of the 2017 lease agreements with the Beaufort County Open Land Trust and the Beaufort Soil and Water Conservation District for use of the Crystal Lake Park building. Furthermore, Beaufort County Council authorizes approval of the amendments to the Beaufort Soil and Water Conservation District lease.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

---

Thomas J. Keaveny II  
County Attorney

ATTEST:

---

Sarah Brock, Clerk to Council

COUNTY OF BEAUFORT )  
STATE OF SOUTH CAROLINA )

LEASE AGREEMENT

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this 15 day of February, 2017, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention: Mark Roseneau, Facilities Management, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Beaufort County Open Land Trust** with a mailing address of **P.O. Box, 75, Beaufort County Carolina 29901**, hereinafter referred to as "Tenant".

Whereas Landlord hereby leases to Tenant and the Tenant hereby rents from the following described premises:

1. **DESCRIPTION OF LEASED PREMISES.** The Tenant shall have use of the premises identified as "Exhibit A" attached hereto located on that certain, piece, parcel or tracts of land, with improvements thereon, known as Crystal Lake, situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 4.38 acres in total with 3.43 acres thereof being high land which is a portion of Lot 11, Section 16, Township One South Range One West of the U.S.D.T.C. survey of South Carolina, according to the plat prepared by Robert D. Trogon IV and recorded with the Beaufort County Register of Deeds at Book 102 and Page 49.

DMP: R200 018 000 020B 0000

2. **TERM.** The initial term of this Lease shall covered a period of twelve months (12) months, commencing on the 1st day of March 2017, and terminating on the 28<sup>th</sup> day of February 2018, unless terminated sooner pursuant to the provisions of this Lease.

The term of this Lease may be extended for five (5) additional one-year periods thereby extending the possible termination date until February 28, 2023 upon the written approval of both the Landlord and Tenant.

Tenant covenants that upon termination of this Lease, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys and access to the Landlord.

3. **RENT.** Tenant agrees to pay, without demand, to Landlord NINE HUNDRED AND NO/100 DOLLARS (\$900.00) per month, payable in advance, on or before the first day of every month during said term for a total rent of TEN THOUSAND AND EIGHT HUNDRED DOLLARS (\$10,800.00) per term, and in exchange for considerations and obligations as outlined heretofore. The rent is payable to Beaufort County Treasurer and to be submitted to Beaufort County Finance, P.O. Drawer 1228, Beaufort, SC 29901.

**NOTICE TO TENANT:** IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

4. **UTILITIES:** Landlord shall be responsible for paying all utility expenses associated with this facility during the term of occupancy. Landlord reserves the right to revise this provision prior to lease renewal.

Tenant shall be responsible for internet services.

5. **COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the leased premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.
6. **USE OF PREMISES.** The premises shall be used and occupied by Tenant exclusively as an office and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as an office, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises, during the term of this Agreement. Beaufort County reserves the right to rent the premises and surrounding park facilities at all other times not identified above for use by the general public or special events.
7. **ACCESS.** Tenant shall have the access to the premises through Beaufort County issued access card. Tenant is responsible for securing premises when the premises are not occupied.
8. **TENANT OBLIGATIONS.** Tenant agrees and shall maintain the Leased Premises as follows:
- a. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
  - b. Keep the premises reasonably safe and clean;
  - c. Dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;
  - d. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order;
  - e. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant;



- f. conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises;
- g. dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and
- h. comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws §27-35-75. .

**9. COUNTY OBLIGATIONS.**

- a. County Council, County Boards and Commissions will have first priority use of the conference room. Use of the conference room will be scheduled through Beaufort County Planning Department, Amanda Flake, (843)255-2142.
- b. Beaufort County will provide custodial services to the premises.
- c. Beaufort County will provide grounds maintenance.

**10. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

**11. MAINTENANCE AND REPAIRS.** The landlord shall perform maintenance and repairs to the premises upon its own discretion and convenience.

**12. ALTERATIONS AND IMPROVEMENTS.** Tenant shall not have the option or right, to improve the décor and appearance of the exterior or interior of the facility on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

**13. LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the

Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

- 14. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.
- 15. RIGHT OF INSPECTION.** Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the premises for any reason whatsoever. Land lord agrees, when able, to provide Tenant with reasonable notice of said entry upon the facility located on the premises. No notice will be required in emergent situations or for access or entry upon the land.
- 16. INSURANCE.** . Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain an insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.
- 17. INDEMNIFICATION.** Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the premises.
- 18. HOLDOVER BY TENANT.** Should Tenant remain in possession of the premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.
- 19. NOTICE OF INTENT TO VACATE.** *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.
- 20. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.
- 21. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not



be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

- 22. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.
- 23. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon ninety (90) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 20.
- 24. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.
- 25. SEVERABILITY.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 26. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

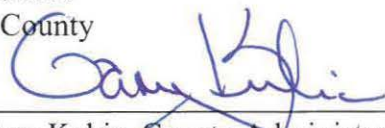
**IN WITNESS THEREOF,** the parties hereto have executed this Lease Agreement the day and year first above written.

  
\_\_\_\_\_  
Witness

**LANDLORD:**

Beaufort County


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

  
Gary Kubic, County Administrator

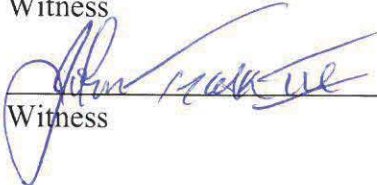
  
Witness

**TENANT:**

Beaufort County Open Land Trust

  
Witness

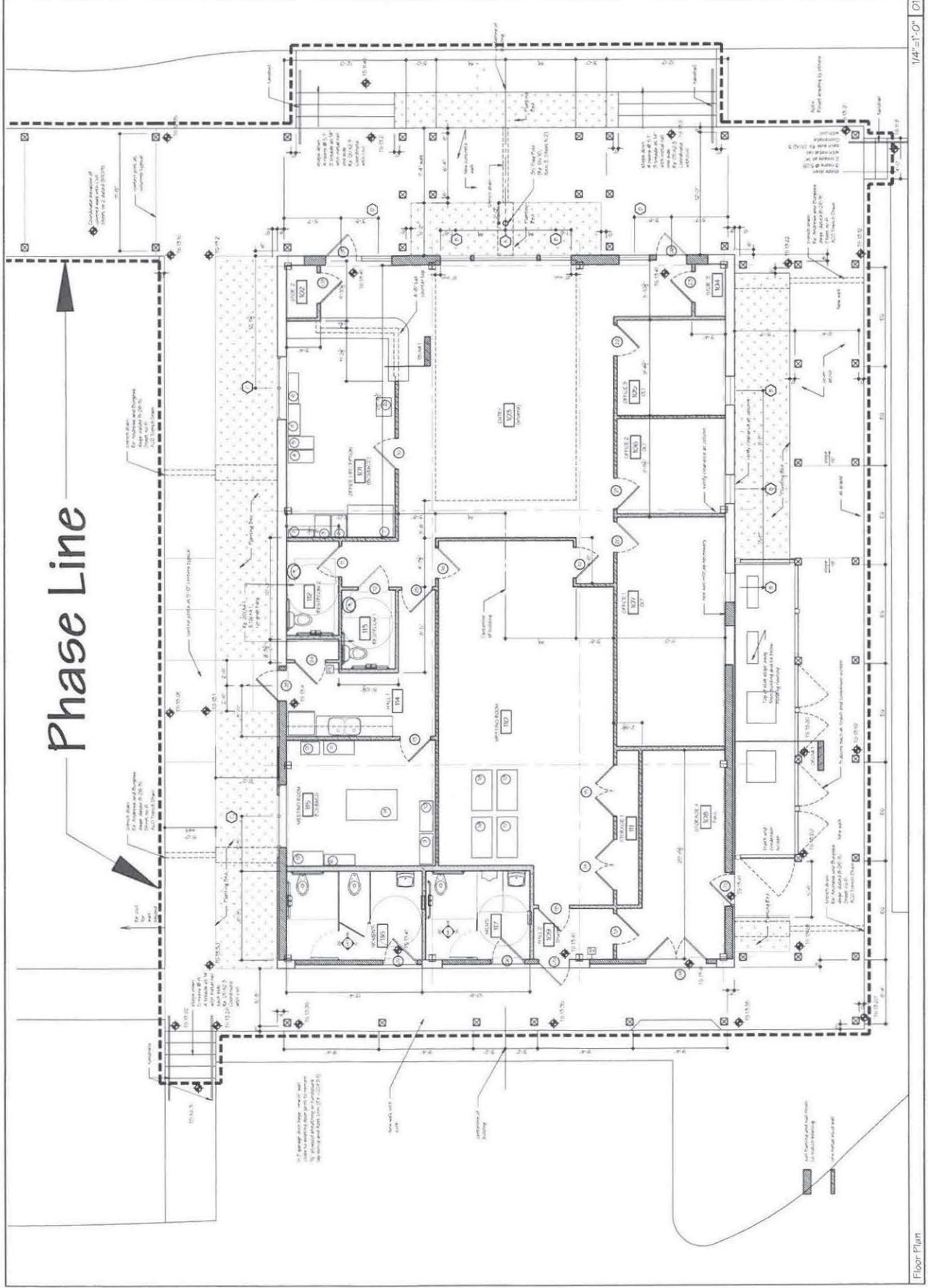
By: Cindy Baysden  
Name: Cindy Baysden  
Its: Executive Director

  
Witness

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

EXHIBIT A

Phase Line



MONTGOMERY  
ARCHITECTURE &  
PLANNING, INC.

404 Ribaut Road  
Ridgeland, SC 29928  
Phone: (843) 522-8077  
Fax: (843) 522-8011  
www.montarch.com

DATE: 10/14/14  
SHEET: 10/14/14  
ISSUE: 10/14/14

Floor Plan  
Crystal Lake Park  
Lady's Island Drive  
SC

A2.1  
Project No.: 14-01  
Drawn By: AM  
Checked By: RM  
© 2015 All Rights Reserved



COUNTY OF BEAUFORT )  
STATE OF SOUTH CAROLINA )

LEASE AGREEMENT

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this 21st day of May, 2017, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention: Mark Roseneau, Facilities Management, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Beaufort Soil and Water Conservation District** with a mailing address of **P.O. Box, 817 Paris Avenue, Port Royal, SC 29935**, hereinafter referred to as "Tenant".

Whereas Landlord hereby leases to Tenant and the Tenant hereby rents from the following described premises:

1. **DESCRIPTION OF LEASED PREMISES.** The Tenant shall have use of the premises identified as "Exhibit A" attached hereto located on that certain, piece, parcel or tracts of land, with improvements thereon, known as Crystal Lake, situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 4.38 acres in total with 3.43 acres thereof being high land which is a portion of Lot 11, Section 16, Township One South Range One West of the U.S.D.T.C. survey of South Carolina, according to the plat prepared by Robert D. Trogon IV and recorded with the Beaufort County Register of Deeds at Book 102 and Page 49.

DMP: R200 018 000 020B 0000

2. **TERM.** The initial term of this Lease shall cover a period of twelve months (12) months, commencing on the 1st day of June 2017, and terminating on the 31st day of May, 2018, unless terminated sooner pursuant to the provisions of this Lease.

The term of this Lease may be extended for five (5) additional one-year periods thereby extending the possible termination date until May 31, 2023 upon the written approval of both the Landlord and Tenant.

Tenant covenants that upon termination of this Lease, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys and access to the Landlord.

3. **RENT.** Tenant agrees to pay, without demand, to Landlord TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per month, payable in advance, on or before the first day of every month during said term for a total rent of TWO THOUSAND AND FOUR HUNDRED DOLLARS (\$2,400.00) per term, in exchange for considerations and obligations as outlined heretofore. The rent is payable to Beaufort County Treasurer and to be submitted

to Mark Roseneau, Beaufort County, Facilities Maintenance, 120 Shanklin Road, Beaufort, SC 29906.

**NOTICE TO TENANT:** IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

4. **UTILITIES:** Landlord shall be responsible for paying all utility expenses associated with this facility during the term of occupancy. Landlord reserves the right to revise this provision prior to lease renewal.

Landlord shall provide internet and landline phones and long distance billing codes.

5. **COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the leased premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.
6. **USE OF PREMISES.** The premises shall be used and occupied by Tenant exclusively as an office and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as an office. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises, during the term of this Agreement. Beaufort County reserves the right to rent the premises and surrounding park facilities at all other times not identified above for use by the general public or special events.
7. **HOURS OF OPERATION** Tenant shall operate and have open to the public the premises Tuesday through Saturday during the hours of 9:00 a.m. to 2:00 p.m., except Beaufort County holidays.
8. **TENANTS OBLIGATIONS.** Tenant agrees and shall maintain the Leased Premises as follows:
  - a. Tenant shall operate and have open to the public the premises Tuesday through Saturday during the hours of 9:00 a.m. to 2:00 p.m., except Beaufort County holidays.
  - b. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
  - c. Keep the premises reasonably safe and clean;



- d. Dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; Landlord will provide custodial services three days per week and the custodial services will haul trash from the premises;
- e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order;
- f. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant;
- g. conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises;
- h. dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and
- i. comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75.
- j. County Council, County Boards and Commissions will have first priority use of the conference room. Use of the conference room will be scheduled through tenant Beaufort County Soil and Water Conservation District in coordination with Beaufort County Planning Department, (843)255-2140 or its designee.

**9. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

**10. MAINTENANCE AND REPAIRS.** The landlord shall perform maintenance and repairs to the premises upon its own discretion and convenience including but not limited to grounds maintenance.

**11. ALTERATIONS AND IMPROVEMENTS.** Tenant shall not have the option or right, to improve the décor and appearance of the exterior or interior of the facility on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a

result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

**12. LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

**13. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

**14. RIGHT OF INSPECTION.** Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the premises for any reason whatsoever. Land lord agrees, when able, to provide Tenant with reasonable notice of said entry upon the facility located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

**15. INSURANCE.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

**16. INDEMNIFICATION.** Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the premises.

**17. HOLDOVER BY TENANT.** Should Tenant remain in possession of the premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

**18. NOTICE OF INTENT TO VACATE.** *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.



- 19. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.
- 20. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.
- 21. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.
- 22. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 20.
- 23. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.
- 24. SEVERABILITY.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 25. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.



IN WITNESS THEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

**LANDLORD:**

Beaufort County

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

Gary Kubic, County Administrator

~~Joshua Greber, Deputy County Administrator~~

Witness

Witness

**TENANT:**

Soil and Water Conservation District

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

Name: A. Alan Ulmer, Jr.

Its: Commissioner Chairperson

Witness

Witness

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

## **FIRST ADDENDUM TO LEASE AGREEMENT**

This addendum is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Beaufort County ("Landlord"), and Beaufort Soil and Water Conservation District ("Tenant").

The purpose of this addendum is to replace the following text contained in the Lease Agreement that was entered into by the Landlord and Tenant on May 21, 2017 for the use of premises located at Crystal Lake Park on Lady's Island Drive, Beaufort, SC on Tax Map Number R200 018 000 020B 0000.

The following text and paragraphs of this lease are hereby amended to read the following:

The text "Attention: Mark Roseneau, Facilities Management" in the first paragraph shall be amended to "Attention: County Administrator".

3. RENT. Tenant agrees to pay, without demand, to Landlord TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per month, payable in advance, on or before the first day of every month during said term for a total rent of TWO THOUSAND AND FOUR HUNDRED DOLLARS (\$2,400.00) per term, in exchange for considerations and obligations as outlined heretofore. The rent is payable to Beaufort County Treasurer and to be submitted to Treasurer, Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901 with Account #45020001-47210 written in the memo line.

7. HOURS OF OPERATION. Tenant shall operate and have open to the public the premises Monday through Friday, and every first Saturday of each month, during the hours of 9:00 a.m. to 2:00 p.m., except Beaufort County and Beaufort Soil and Water Conservation District designated holidays.

8. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the Leased Premises as follows:

- a. Tenant shall operate and have open to the public the premises Monday through Friday, and every first Saturday of each month, during the hours of 9:00 a.m. to 2:00 p.m., except Beaufort County and Beaufort Soil and Water Conservation District designated holidays.

(Subsections b. through i. remain as originally written.)

- j. Tenant shall notify the Beaufort County Passive Parks Manager by email of any maintenance or management issues needing addressed by Landlord.

The term "Lessee" in Sections 15 and 16 shall be amended to "Tenant".

**IN WITNESS WHEREOF**, the above-named Landlord and the above-named Tenant have caused this instrument to be executed on the day and year set forth first above.

LANDLORD:

---

WITNESS 1

---

WITNESS 2

---

By: Ashley Jacobs  
Title: County Administrator

TENANT:

---

WITNESS 1

---

WITNESS 2

---

By: A. Alan Ulmer, Jr.  
Title: Commissioner Chairperson



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

ZMA-2019-01 175 Fording Island Road Rezoning T2R-Rural to C5 Regional Center Mixed Use

#### Council Committee:

County Council

#### Meeting Date:

May 13, 2019

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

Melissa Peagler, Long Range Planner

#### Issues for Consideration:

The Property owner has requested rezoning of a 4.25 acre parcel located at 175 Fording Island Road in Bluffton from T2R- Rural to C5 Regional Commercial Mixed Use. The property is currently for sell and the owner would like to rezone for marketing purposes.

#### Points to Consider:

The property is adjacent to existing CS Regional Mixed Use zoning and regional commercial uses. Community Development Staff recommended approval based on their staff review (attached) of the request. The Planning Commission recommended denial as they expressed concern about the size of the parcel in relation to the zone, increasing regional commercial down the corridor and the impact on the adjacent parcel currently zoned T2-R Rural.

#### Funding & Liability Factors:

N/A

#### Council Options:

Approve or Deny the rezoning request.

#### Recommendation:

Community Development Staff recommended approval. Planning Commission recommended denial 4:3. Natural Resources Committee recommended denial by unanimous vote.



## PLANNING DIVISION MEMORANDUM

**TO:** Beaufort County Council  
**FROM:** Melissa Peagler, Long Range Planner  
**DATE:** March 11, 2019  
**SUBJECT:** Proposed Beaufort County Community Development Code (CDC) Zoning Map Amendment/Rezoning Request for approximately 4.25 acres at 175 Fording Island Road, Bluffton (R600 022 000 011A 0000) from T2R Rural to C5 Regional Center Mixed Use.

---

### STAFF REPORT:

#### A. BACKGROUND:

<b>Case No.</b>	ZMA-2019-01
<b>Owner/Applicant/Agent:</b>	Laura Lewis and Tammy B. Sauter
<b>Property Location:</b>	175 Fording Island Road, Bluffton
<b>District/Map/Parcel:</b>	R600 022 000 011A 0000
<b>Property Size:</b>	4.25 acres approximately
<b>Current Future Land Use Designation:</b>	Community Commercial
<b>Proposed Future Land Use Designation:</b>	Regional Commercial
<b>Current Zoning District:</b>	T2R – Rural
<b>Proposed Zoning District:</b>	C5 Regional Center Mixed Use

#### B. SUMMARY OF REQUEST

The subject property consists of 4.25 acres located on Fording Island Road in Bluffton. Currently a residential structure is located on the property. The property is zoned T2R - Rural. The property owner's intentions for the property are unclear at this time. The property is for sell.

**C. ZONING MAP AMENDMENT ANALYSIS:** Section 7.3.40 of the Community Development Code (CDC) states that a zoning map amendment may be approved if the proposed amendment:

1. **Is consistent with and furthers the goals and policies of the Comprehensive Plan and the purposes of this Development Code:** The current proposed Land Use is community commercial. This zoning is more in line with the Regional Commercial land use designation.
2. **Is not in conflict with any provision of this Development Code, or the Code of Ordinances:** This rezoning is not in conflict with the Development Code or the Code of Ordinances.
3. **Addresses a demonstrated community need:** Due to the amount of traffic on the roadway of Highway 278 (Fording Island Road) and the adjacent Regional Commercial zone and uses, it is unlikely that residential rural uses will continue to be the best use of the property.
4. **Is required by changing conditions:** The area has changed to a Regional Commercial use with the adjacent automobile sales facility.
5. **Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land.** The proposed rezoning is adjacent to existing C-5 Regional Commercial zoned property.
6. **Would not adversely impact nearby lands.** The addition of this small piece of property into the larger properties that are already being utilized as regional commercial development will not have an adverse impact on nearby lands.
7. **Would result in a logical and orderly development pattern.** The proposed rezoning would result in a logical and orderly development pattern as it is adjacent to C-5 Regional Commercial Zone.
8. **Would not result in adverse impacts on the natural environment – including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.** The proposed rezoning should result in minimal impact on the natural environment. Any additional development of the property will need to be addressed through adherence to the natural resource and stormwater standards in the Community Development Code.
9. **Would result in development that is adequately served by public facilities (e.g. streets, potable water, sewerage, storm water management, solid waste collection and disposal, schools, parks, police, and fire and emergency facilities):** The proposed rezoning would not result in an increase on the public facilities or infrastructure.

#### **D. STAFF RECOMMENDATION**

After review of the guidelines set forth in Section 7.3.40 of the Community Development Code, staff recommends that rezoning of the property from T2R Rural to C-5 Regional Commercial. Staff further recommends that the Planning Commission Consider amending the Comprehensive plan to identify the larger area as Regional Commercial verses community commercial due to the current use of the properties in this location.



**E. PLANNING COMMISSION RECOMMENDATION**

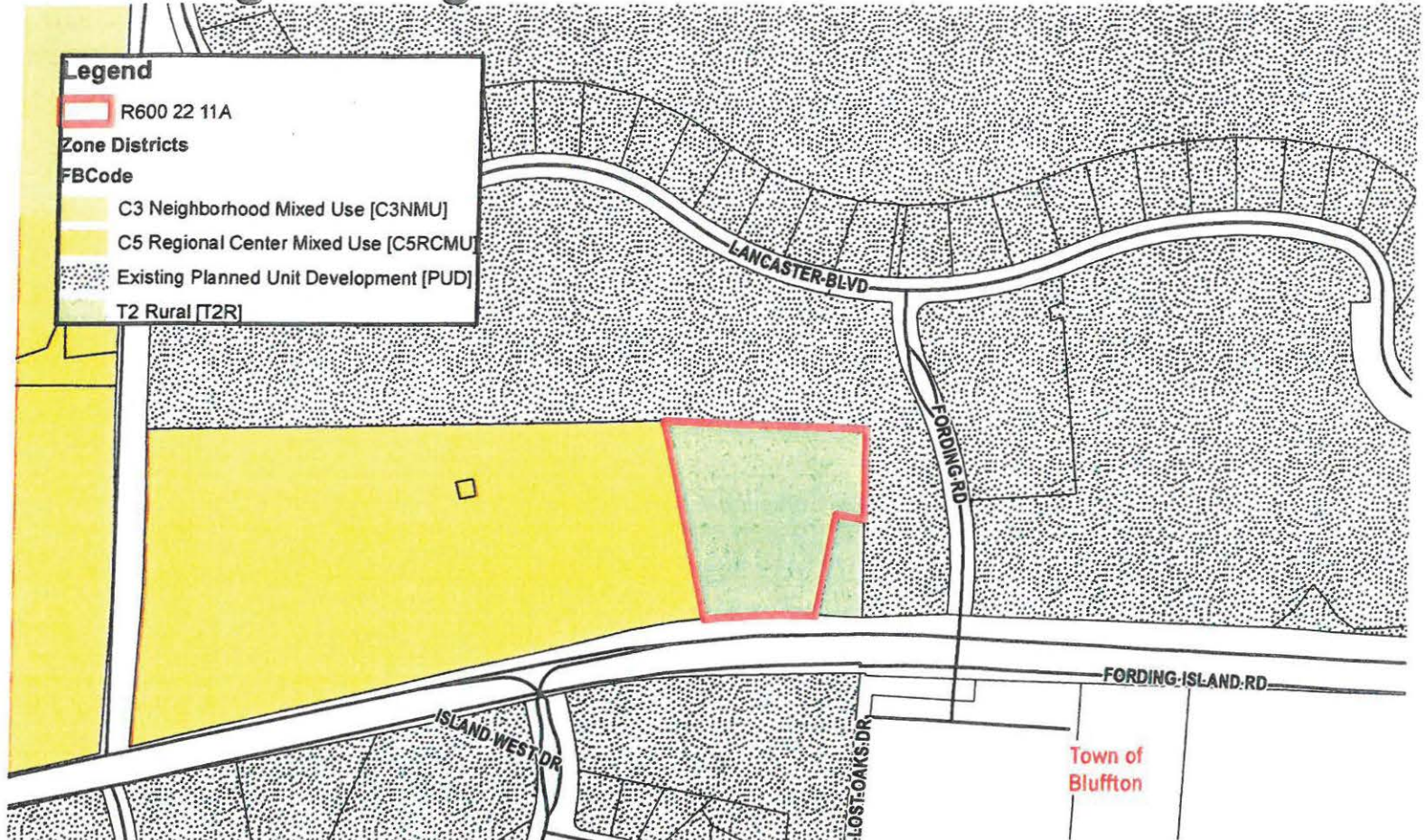
On March 4, 2019 the Beaufort County Planning Commission recommended denial of this rezoning to the Beaufort County Council. They commissioners expressed concern over the size of the parcel in relation to the regional commercial designation as well as increasing the regional commercial uses in this area. Commissioners also expressed concern over the adjacent parcel that is zoned T2R – Rural. The Planning Commission decided to review the amending the comprehensive land use plan as part of the entire review during the next year.

**F. ATTACHMENTS:**

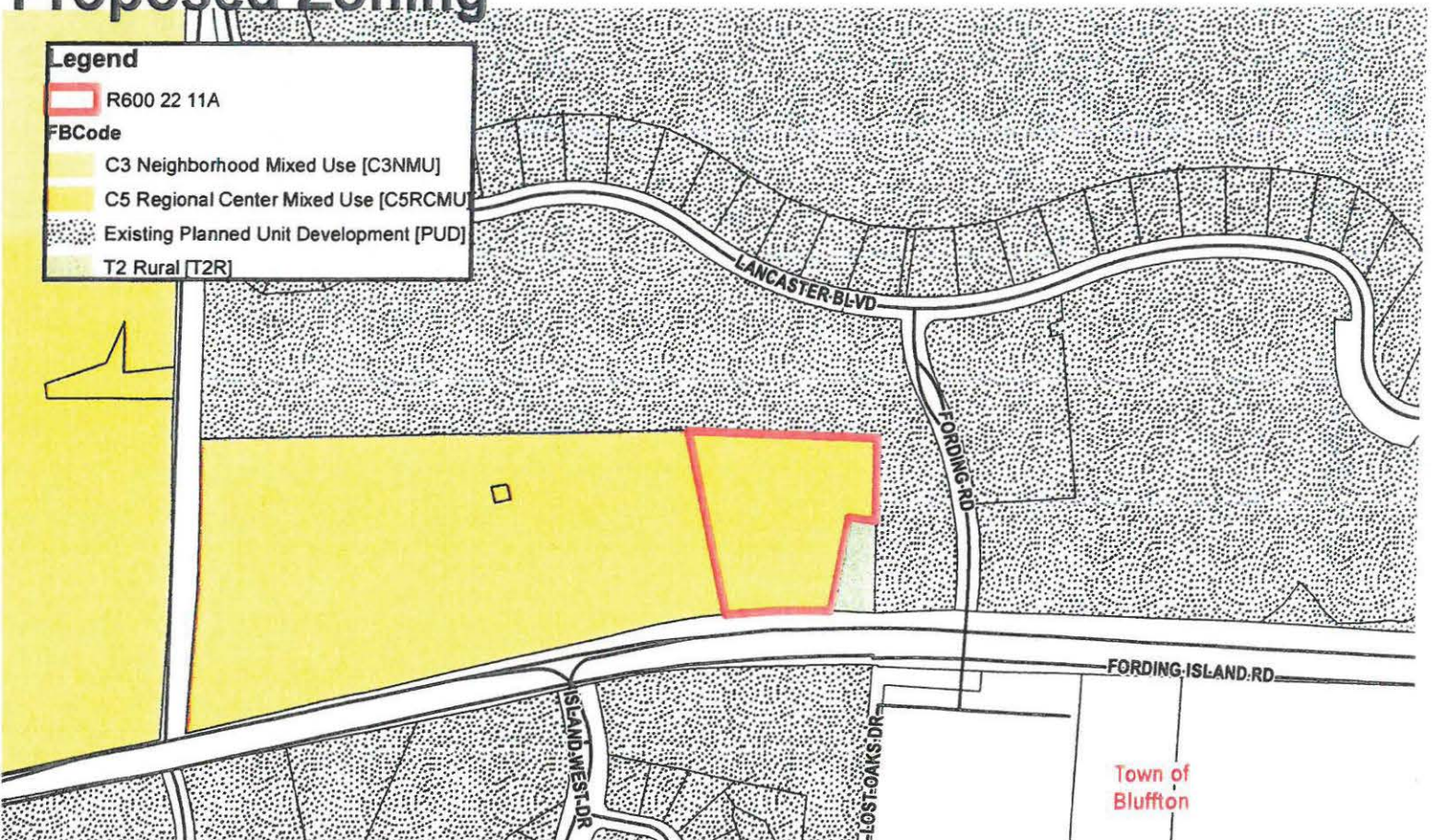
- Before and After Zoning Map of site
- Future Land Use Plan of the Area
- Photographs of the site



# Existing Zoning



# Proposed Zoning







## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Resolution for 2006 1 Cent Transportation Sales Tax Program Remaining Funds

#### Council Committee:

County Council

#### Meeting Date:

April 8, 2019

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

Rob McFee, Division Director Construction, Engineering and Facilities

#### Issues for Consideration:

The original 10 Projects approved by the one (1%) percent Sales Tax Referendum approving the expenditure of One Hundred and Fifty-Two Million Dollars (\$152,000,000) of November 2006 are completed and a remainder of Two Million, Two Hundred and Seventy-Two Thousand Dollars (\$2,272,000) exists which needs to be programmed and expended on approved projects.

#### Points to Consider:

We ask that County Council authorizes the expenditure of the remaining 2006 1 Cent Transportation Sales Tax Funds on the following projects:

1. Remaining SCDOT oversight charges 2006 Program-- \$50,000.00
2. SC 170 casings for water and sewer-- \$200,000.00
3. US 278 Frontage Road—Buckwalter to St Gregory signal (per SCDOT permit)-- \$1, 400,000.00
4. US 278 Frontage Road—Forby Tract--\$600,000.00 Bluffton Parkway

#### Funding & Liability Factors:

Remaining 2006 1 Cent Transportation Sales Tax Funds

#### Council Options:

Authorize the Expenditure of the remaining funds.

#### Recommendation:

**RESOLUTION 2019 / \_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF THE REMAINING 2006 ONE PERCENT TRANSPORTATION SALES TAX FUNDS ON CERTAIN PROJECTS**

**WHEREAS**, Beaufort County Council adopted a Sales Tax Ordinance on August 14, 2006 enumerating ten (10) projects to be funded for a total of One Hundred Fifty-Two Million Dollars (\$152,000,000); and

**WHEREAS**, a Referendum to approve the expenditure of One Hundred Fifty-Two Million Dollars (\$152,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 2006; and

**WHEREAS**, the construction of the projects has been completed and a remainder of \$2,272,000.00 exists which needs to be programmed and expended on approved projects; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that County Council authorizes the expenditure of the remaining 2006 One Percent Transportation Sales Tax Funds on the following projects:

1. Remaining SCDOT oversight charges 2006 Program-- \$50,000.00
2. US 278 Frontage Road—Buckwalter to St. Gregory signal (per SCDOT permit)-- \$1, 400,000.00
3. US 278 Frontage Road—Forby Tract--\$600,000.00Bluffton Parkway

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

Attest:

\_\_\_\_\_  
Clerk to Council



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

County/DNR North Williman and Buzzard Islands Management Agreement

#### Council Committee:

Public Facilities

#### Meeting Date:

May 6, 2019

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

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

A management agreement between the County and the SC Department of Natural Resources for the management of County/DNR co-owned North Williman and Buzzard Islands.

#### Points to Consider:

1) Properties are co-owned by the County (25%) and DNR (75%), 2) 20 year initial agreement term with two 10 year written/approved extensions, 3) Upon designation as a Wildlife Management Area, DNR will provide hunting opportunities and undertake land management activities (prescribed burning and invasive exotic plant and animal control), 4) open hours are dawn to dusk, 5) Any improvements will be mutually agreed upon.

#### Funding & Liability Factors:

None

#### Council Options:

1) Approve the agreement as written, 2) Approve the agreement with recommended revisions, 3) Do not approve the agreement

#### Recommendation:

Approve the agreement as written and authorize the County Administrator to execute the agreement.

**RESOLUTION 2019/\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A  
MANAGEMENT AGREEMENT FOR NORTH WILLIMAN AND BUZZARD ISLANDS WITH  
THE STATE OF SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES**

**WHEREAS** Beaufort County has been a frontrunner among local governments in land preservation since 1999 with the creation of the Rural and Critical Land Preservation Program; and

**WHEREAS** Beaufort County co-purchased the parcels comprising North Williman and Buzzard Islands in 2002 for a total of 1,150,000 through the County's Rural and Critical Lands Preservation Program; and

**WHEREAS** the South Carolina Department of Natural Resources utilized federal grant funds to co-purchase North Williman and Buzzard Islands; and

**WHEREAS** the purpose of the County's Rural and Critical Land Preservation Program is to preserve and manage its properties for the benefit, education, and enjoyment of the citizens and visitors of Beaufort County; and

**WHEREAS** Beaufort County and the South Carolina Department of Natural Resources desire to clarify the joint ownership relationship and management responsibilities of North Williman and Buzzard Islands.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** authorizes the County Administrator to execute the North Williman and Buzzard Islands Management Agreement with the South Carolina Department of Natural Resources, hereto and incorporated herein as fully as if repeated verbatim.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II  
Beaufort County Attorney

ATTEST:

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

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF BEAUFORT         )  
  )

NORTH WILLIMAN AND BUZZARD ISLANDS  
MANAGEMENT AGREEMENT

**Agreement No. 2019-\_\_\_\_\_**

This Management Agreement (hereinafter “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter the “County”), and the South Carolina Department of Natural Resources, an agency of the State of South Carolina (hereinafter the “Department”).

**WHEREAS**, the County (25%) and the Department (75%) jointly own 5,000 acres of real property in Beaufort County generally known as North Williman Island pursuant to deeds recorded in the office of the Beaufort County Register of Deeds in Deed Book 1582 at Page 1465 on April 17, 2002 and Book 2097 at Page 1260 on February 10, 2005; and

**WHEREAS**, the County (25%) and the Department (75%) jointly own 120 acres of real property in Beaufort County generally known as Buzzard Island pursuant to deeds recorded in the office of the Beaufort County Register of Deeds in Deed Book 1601 at Page 2118 on July 3, 2002 and Book 2097 at Page 1252 on February 10, 2005; and

**WHEREAS**, the County contributed \$1,000,000 towards the purchase of North Williman Island and \$150,000 towards the purchase of Buzzard Island from the Rural and Critical Land Preservation program; and

**WHEREAS**, the purpose of the County’s Rural and Critical Land Preservation program is to preserve and manage its passive parks properties for the benefit, education, and enjoyment of the citizens and visitors of Beaufort County; and

**WHEREAS**, the County desires to provide passive recreational opportunities, including limited hunting, and land management activities consistent with the Department's ownership and management needs; and

**WHEREAS**, the Department utilized federal grant funds in acquisition of both islands and holds them subject to certain restrictions commemorated in the Department's deeds; and

**WHEREAS**, the County adopted an ordinance related to passive parks (Ordinance 2018/53 - December 10, 2018) and developed a Work Plan (2018) for Passive Park Public Use; and

**WHEREAS**, the parties desire to clarify the relationship of the Ordinance, Work Plan, this Agreement, and the laws of South Carolina; and

**WHEREAS**, as co-owners of the subject property and pursuant to S.C. Code Ann. 11-35-4850 & -4860 the Department and the County deem it beneficial to enter into this Agreement for the management of the property.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, and covenants expressed herein, the County and the Department agree as follows:

1. AUTHORIZATION

As allowed in County Ordinance 2018/53 and the Work Plan, the County agrees that the foregoing instruments are amended pursuant to or otherwise will be implemented consistent with the terms of this Agreement and South Carolina law, including S.C. Code Ann. 50-11-2200 (1976 & Supp. 2018) and Regulations 123-200 *et seq.*

The parties agree the Department may provide public hunting opportunities and undertake land management activities on North Williman Island and Buzzard Island, consistent with the Department's laws, rules, regulations, policies and guidelines.

Furthermore, the parties will endeavor to keep each other informed of any changes in law adopted or proposed which may affect the subject property.

2. MANAGEMENT AND MAINTENANCE ACTIVITIES

The parties agree that management and maintenance activities include a) routine land management activities such as prescribed burning and invasive exotic plant and animal control and b) observational ecological research and monitoring activities. The Department will have primary responsibility for conducting or coordinating management and maintenance activities unless otherwise agreed on an activity-by-activity basis. Timber harvesting will not be conducted as a regular management activity. The parties will coordinate on the content, location, and installation of official signs of the parties. Any activity other than those authorized will require prior written consent between both parties.

3. IMPROVEMENTS AND ALTERATIONS

Improvements include any and all major capital and/or construction activities that may occur on the subject properties. Improvements and alterations such as trail development, boardwalks, boat/kayak access, docks, piers, observation platforms/towers, or any other structure will not be constructed without prior written consent and an implementation agreement between both parties. Any improvements or alterations must be consistent with the applicable laws, rules, regulations, policies, and guidelines of both parties.

4. WILDLIFE MANAGEMENT AREA STATUS

Until such time as the Department may designate North Williman Island and/or Buzzard Island as a Wildlife Management Area, there shall be no hunting, fishing, or taking of

wildlife upon the property. However, the Department may designate North Williman Island and/or Buzzard Island as Wildlife Management Area(s) which would be managed pursuant to relevant state law.

#### 5. PUBLIC ACCESS

Unless closed by special designation of SCDNR or the County, as allowed by law, all of North Williman Island and Buzzard Island may be accessed by the public during daylight (dawn to dusk) hours. No fees shall be charged for public use of the property with the exception of a Wildlife Management Area fee, if applicable.

#### 6. RESOURCE CONSERVATION

The natural, archeological, cultural, and similar resources of North Williman Island and Buzzard Island may not be disturbed, altered, or removed without the prior written consent of both parties.

#### 7. COMMERCIAL OR SPECIAL USE

No commercial or special use of the property shall occur without the prior written consent of both parties.

#### 8. TERM

The initial term of the Agreement shall be for a period of 20 years, beginning on the date of last signature by either party. The term of the Agreement may be extended for two successive periods of 10 years each, provided that such extensions are requested in writing by the County at least 30 days before the expiration of the term and affirmatively acknowledged in writing by the Department. If any term is not extended, the Agreement shall terminate upon the expiration of the term without the necessity of notice by either party. Furthermore, the Agreement may be terminated by either party and such termination will be effective 30 days following receipt of written notice by the non-terminating party.

#### 9. COMPENSATION

This Agreement does not obligate County or Department funds. Any endeavor involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures.

#### 10. ASSIGNMENT

No transfer or assignment of this Agreement in whole or in part shall be made unless approved in writing by each party.

## 11. INSURANCE

The County and the Department will each maintain full liability coverage with the South Carolina Insurance Reserve Fund and such insurance coverage shall be maintained and effective for the duration of the Agreement and as may be necessary to provide coverage for any period of risk under this Agreement.

## 12. NOTICES

Any and all notices permitted or required by this Agreement shall be served upon the respective parties by means of certified mail, return receipt at the addresses shown below:

South Carolina  
Department of Natural Resources  
Office of Chief Counsel  
P.O. Box 167  
Columbia, SC 29202

Beaufort County Administrator  
Beaufort County  
P.O. Drawer 1228  
Beaufort, SC 29901-1228

## 13. AUTHORITY

The parties herein represent and warrant each to the other that they have all the requisite power and authority to enter into this Agreement and perform their obligations under this Agreement.

## 14. ENTIRE AGREEMENT

This written Agreement expresses the entire Agreement between the parties. All prior communications between the parties, whether written or oral, are merged into this Agreement. No amendment shall be binding upon the parties unless made in writing subsequent to the execution of this Agreement. In the event that any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect.



WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BEAUFORT COUNTY

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

Name: Ashley Jacobs

Title: County Administrator

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

SOUTH CAROLINA  
DEPARTMENT OF NATURAL  
RESOURCES

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

Name: Alvin A. Taylor

Title: Director

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



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

EMS Projects: Shanklin Road and Station 31(co-locate with BTFD)

#### Council Committee:

Public Facilities

#### Meeting Date:

April 1, 2019

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

Rob McFee, Dir of Engineering

#### Issues for Consideration:

In Mar 2018, \$2.6M was budgeted to design/bid/build the Shanklin Road EMS station and Beaufort County's share of Station 31 Working with Fraser Construction on the EMS requirements and in tandem with Chief Thompson, BTFD, we have the following estimate

- Shanklin: \$1,619,989. \$190K increase primarily due to cost of labor & materials increase and Geotech results (earthquake drains)
- Station31: \$1,580,668. BC paying 46.85%, BTFD 46.85%, and Bluffton Township paying remaining (site work & permit applications)
- Est total cost to BC for the two projects: \$3,200,657 (versus the approved \$2.6M in 2018).

#### Points to Consider:

- Size of both apparatus bays have been increased to allow for next-generation vehicles (2 new firetrucks in BTFD received 3/19)
- Project Cost/sqft (\$458) is competitive between low-end (\$390) and high-end (\$511) of similar structures built within last 3 years
  - Note the \$390/sq ft fire station fit/finish was cut to minimum (concrete floors, no doors on rooms, no clinic, no exercise room, etc)
- Fraser Construction has been working with BC and BTFD to ensure quality standards are met while costs kept at a reasonable level
- Fraser Construction has an excellent record with construction for BC and is available to begin on both structures soon.

#### Funding & Liability Factors:

- BC will need to fund 100% of Shanklin Road but only 46.85% of current estimate for Station 31.

#### Council Options:

- Increase the budget for the project to \$3,200,657 and authorize Fraser Construction to move into build phase of project, or
- Put the current design and estimates forward for public bid

#### Recommendation:

Recommend Council approve the budget increase and approve Fraser Construction to move ahead as the design/bid/build selectee.



**Beaufort County EMS Station**  
**Schedule of Values**  
**March 6, 2019**

Item	Description	Preconstruction North	Construction North	Current Total	North EMS Station Estimate 3/20/2018	Variance from Budget	Notes
1	Preliminary Design - Fraser	\$ 6,909	\$ -	\$ 6,909	\$ 6,909	\$ -	
2	Preliminary Design - Civil Engineer	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	
3	Preliminary Design - Architect, MEP, Structural	\$ 9,556	\$ -	\$ 9,556	\$ 9,556	\$ -	
4	Schematic Design - Fraser	\$ 6,840	\$ -	\$ 6,840	\$ 6,835	\$ (5)	
5	Schematic Design - Civil Engineer	\$ 24,000	\$ -	\$ 24,000	\$ 24,000	\$ -	
6	Schematic Design - Architect, MEP, Structural	\$ 37,643	\$ -	\$ 37,643	\$ 37,643	\$ -	
7	Construction Documents - Fraser	\$ 6,358	\$ -	\$ 6,358	\$ 6,358	\$ -	
8	Construction Documents - Civil Engineer	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ -	
9	Construction Documents - Architect, MEP, Structural	\$ 60,491	\$ -	\$ 60,491	\$ 60,491	\$ -	
10	Construction Administration	\$ -	\$ 41,644	\$ 41,644	\$ 41,644	\$ -	
11	Testing	\$ -	\$ -	\$ -	\$ -	\$ -	By Owner
12	General Conditions	\$ -	\$ 151,576	\$ 151,576	\$ 151,413	\$ (163)	
13	Staging & Logistics	\$ -	\$ 47,314	\$ 47,314	\$ 46,636	\$ (678)	
14	Surveying	\$ -	\$ 10,000	\$ 10,000	\$ 5,100	\$ (4,900)	
15	Development Permit Fees	\$ -	\$ 2,495	\$ 2,495	\$ 2,495	\$ -	Allowance
16	BJWSA Capacity Fees & Meter Fee	\$ -	\$ -	\$ -	\$ -	\$ -	Use BJWSA Crdeits
17	Beaufort County Road Impact Fee	\$ 1,835	\$ -	\$ 1,835	\$ 1,835	\$ -	Bayyoud 3/20/18
18	Beaufort County Fire Fee	\$ 2,012	\$ -	\$ 2,012	\$ 2,012	\$ -	Bayyoud 3/20/18
19	Demolition	\$ -	\$ 5,740	\$ 5,740	\$ -	\$ (5,740)	Sitework Demo
20	Soil Poison	\$ -	\$ 1,107	\$ 1,107	\$ 941	\$ (166)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay
21	Concrete	\$ -	\$ 52,139	\$ 52,139	\$ 43,917	\$ (8,222)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay
22	Masonry	\$ -	\$ 2,406	\$ 2,406	\$ 2,293	\$ (113)	
23	Miscellaneous Steel	\$ -	\$ 4,966	\$ 4,966	\$ -	\$ (4,966)	Added Bollards Inside & Outside Apparatus Bay per Owner Request
24	Structural Steel	\$ -	\$ 5,337	\$ 5,337	\$ 5,337	\$ -	
25	Rough Carpentry	\$ -	\$ 85,471	\$ 85,471	\$ 51,938	\$ (33,533)	
26	Finish Carpentry	\$ -	\$ 3,856	\$ 3,856	\$ 3,849	\$ (7)	
27	Exterior Carpentry	\$ -	\$ 35,575	\$ 35,575	\$ 34,403	\$ (1,172)	Hardi Siding @ Crew Quarters
28	Building Insulation	\$ -	\$ 13,930	\$ 13,930	\$ 13,885	\$ (45)	
29	Asphalt Shingle Roofing	\$ -	\$ 7,962	\$ 7,962	\$ 7,531	\$ (431)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay
30	Flashing & Sheetmetal	\$ -	\$ 4,478	\$ 4,478	\$ 5,088	\$ 610	
31	Roof Specialties	\$ -	\$ 8,378	\$ 8,378	\$ 7,327	\$ (1,051)	
32	Caulking	\$ -	\$ 900	\$ 900	\$ 900	\$ -	
33	Hollow Metal Doors & Frames	\$ -	\$ 7,112	\$ 7,112	\$ 9,101	\$ 1,989	
34	Wood Doors	\$ -	\$ 5,566	\$ 5,566	\$ 8,639	\$ 3,073	
35	Access Doors	\$ -	\$ 671	\$ 671	\$ 666	\$ (5)	
36	Overhead Doors	\$ -	\$ 22,600	\$ 22,600	\$ 22,600	\$ -	
37	Windows	\$ -	\$ 8,828	\$ 8,828	\$ 7,155	\$ (1,673)	
38	Hardware	\$ -	\$ 7,721	\$ 7,721	\$ 7,319	\$ (402)	
39	Hurricane Panels	\$ -	\$ 7,776	\$ 7,776	\$ 1,924	\$ (5,852)	
40	Glass And Glazing	\$ -	\$ 2,120	\$ 2,120	\$ 2,120	\$ -	
41	Final Cleaning	\$ -	\$ 1,145	\$ 1,145	\$ 974	\$ (171)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay
42	Drywall	\$ -	\$ 22,766	\$ 22,766	\$ 20,581	\$ (2,185)	
43	FRP Wall Panels	\$ -	\$ 6,832	\$ 6,832	\$ 4,032	\$ (2,800)	Equipment Bay Interior Walls
44	Stucco	\$ -	\$ 15,650	\$ 15,650	\$ 9,100	\$ (6,550)	Increased Size of Apparatus Bay
45	Tile	\$ -	\$ 9,856	\$ 9,856	\$ 5,296	\$ (4,560)	
46	Acoustical Ceilings	\$ -	\$ -	\$ -	\$ -	\$ -	Deleted-Drywall ceilings
47	Resilient Flooring	\$ -	\$ 6,343	\$ 6,343	\$ 6,444	\$ 101	VCT
48	Polished Concrete	\$ -	\$ 5,310	\$ 5,310	\$ 4,545	\$ (765)	Equipment Bay
49	Painting	\$ -	\$ 13,929	\$ 13,929	\$ 11,848	\$ (2,081)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay

Item	Description	Preconstruction North	Construction North	Current Total	North EMS Station Estimate 3/20/2018	Variance from Budget	Notes
50	Building Signage	\$ -	\$ 1,600	\$ 1,600	\$ 1,600	\$ -	
51	KNOX Box	\$ -	\$ 615	\$ 615	\$ 610	\$ (5)	
52	Fire Protection Specialties	\$ -	\$ 1,616	\$ 1,616	\$ 1,430	\$ (186)	
53	Shelving	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
54	Toilet Accessories	\$ -	\$ 2,974	\$ 2,974	\$ 1,865	\$ (1,109)	
55	Lockers	\$ -	\$ 7,200	\$ 7,200	\$ 6,000	\$ (1,200)	
56	30 ft. Flag Pole	\$ -	\$ 3,000	\$ 3,000	\$ 1,827	\$ (1,173)	
57	Appliances	\$ -					Includes Hood Fire Suppression System - Washer & Dryer Costs Increased Sales Tax % Increase
			\$ 14,464	\$ 14,464	\$ 13,281	\$ (1,183)	
58	Window Treatments	\$ -	\$ 1,005	\$ 1,005	\$ 773	\$ (232)	
59	Cabinets	\$ -	\$ 13,729	\$ 13,729	\$ 7,965	\$ (5,764)	Added Cabinets in Laundry Room & Health Services
60	Countertops	\$ -	\$ 5,101	\$ 5,101	\$ 3,305	\$ (1,796)	Added Cabinets in Laundry Room & Health Services
61	Fire Protection	\$ -	\$ 31,675	\$ 31,675	\$ 26,942	\$ (4,733)	Increased Bldg Footprint 570 sq ft due to Owner needs in Apparatus Bay
62	Plumbing	\$ -	\$ 43,000	\$ 43,000	\$ 43,000	\$ -	
63	HVAC	\$ -	\$ 33,250	\$ 33,250	\$ 33,250	\$ -	
64	Electrical	\$ -	\$ 72,402	\$ 72,402	\$ 65,909	\$ (6,493)	No Generator - Increased Bldg Footprint by 570 sq ft due to Owner needs in Apparatus Bay
65	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	Phone, CATV, Data by Owner
66	Site Mobilization, Tree Protection & Erosion Control	\$ -	\$ 39,193	\$ 39,193	\$ 27,380	\$ (11,813)	
67	Arborist Report	\$ -	\$ 480	\$ 480	\$ -	\$ (480)	Required by SRT
68	Clearing & Earthwork	\$ -	\$ 43,200	\$ 43,200	\$ 55,591	\$ 12,391	
69	Concrete Curbs, Sidewalks and Paving	\$ -	\$ 8,950	\$ 8,950	\$ 31,400	\$ 22,450	
70	Asphalt Paving	\$ -	\$ 86,314	\$ 86,314	\$ 32,140	\$ (54,174)	
71	Pavement Markings & Wheel Stops	\$ -	\$ 3,345	\$ 3,345	\$ 3,060	\$ (285)	
72	Site Utilities	\$ -	\$ 82,206	\$ 82,206	\$ 85,033	\$ 2,827	\$15,000 Allowance for Septic
73	Earthquake Drains	\$ -	\$ 46,500	\$ 46,500	\$ -	\$ (46,500)	Added due to Soils Report
74	Site Signs	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ -	
75	Equipment Shed 30X40 & Fence	\$ -	\$ -	\$ -	\$ 34,720	\$ 34,720	Removed Added Shed- Allowance
76	Landscaping & Irrigation	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	Allowance
77	Subtotal	\$ 185,644	\$ 1,199,318	\$ 1,384,962	\$ 1,237,761	\$ (147,201)	
78	Builders Risk Insurance	\$ -	\$ 7,638	\$ 7,638	\$ 6,935	\$ (703)	By Owner
79	General & Umbrella Liability Insurance	\$ -	\$ 15,359	\$ 15,359	\$ 13,839	\$ (1,520)	
80	Project License Fees	\$ -	\$ 624	\$ 624	\$ 624	\$ -	Beaufort County Bus. Lic.
81	Payment And Performance Bond	\$ -	\$ 16,494	\$ 16,494	\$ 16,494	\$ -	
82	Building Permit	\$ -	\$ 25	\$ 25	\$ 25	\$ -	Building Permit by Owner
77	Subtotal	\$ 185,644	\$ 1,239,458	\$ 1,425,102	\$ 1,275,678	\$ (149,424)	
84	Overhead & Fee	\$ 12,067	\$ 80,565	\$ 92,632	\$ 82,919	\$ (9,713)	
85	Estimate Total	\$ 197,711	\$ 1,320,023	\$ 1,517,734	\$ 1,358,597	\$ (159,137)	
						\$ -	
	Contingency	\$ 9,886	\$ 66,001	\$ 75,887	\$ 67,930	\$ (7,957)	
	Additional Sitework Contingency	\$ -	\$ 26,369	\$ 26,369	\$ -	\$ (26,369)	
	Project Budget Total	\$ 207,596	\$ 1,412,393	\$ 1,619,989	\$ 1,426,527	\$ (193,462)	





# BTFD Station 31

## Schedule of Values

March 5, 2019

Item	Description	Design & Permitting Phase	Design & Permitting Shared Cost	BTFD/EMS Sitework	Bluffton BTFD Shared Sitework	Construction Phase	Current Total	Notes
1	Pre-Construction Project Management	\$ 18,679	\$ -	\$ -	\$ -	\$ -	\$ 18,679	
2	Architect Design Fees	\$ 126,500	\$ -	\$ -	\$ -	\$ -	\$ 126,500	
3	Landscape Architect Design Fees	\$ 11,500	\$ -	\$ -	\$ -	\$ -	\$ 11,500	
4	Civil Engineering Fees	\$ 42,280	\$ 18,078	\$ -	\$ 24,368	\$ 11,054	\$ 95,780	
5	Design Reimbursable	\$ 3,077	\$ 1,923	\$ -	\$ -	\$ -	\$ 5,000	
6	Geotechnical Report	\$ 6,990	\$ 2,330	\$ -	\$ -	\$ -	\$ 9,320	
7	Tree & Topo Survey	\$ 4,414	\$ 4,086	\$ -	\$ -	\$ -	\$ 8,500	
8	BJWSA Water, Sewer & Meter Fees	\$ 15,311	\$ -	\$ -	\$ -	\$ -	\$ 15,311	
9	Road Impact Fees	\$ 19,669	\$ -	\$ -	\$ -	\$ -	\$ 19,669	
10	Fire Impact Fees	\$ 10,160	\$ -	\$ -	\$ -	\$ -	\$ 10,160	
11	Bluffton Development Fees	\$ 5,235	\$ -	\$ -	\$ -	\$ -	\$ 5,235	
12	Blueprints	\$ 1,605	\$ -	\$ -	\$ -	\$ -	\$ 1,605	
13	General Conditions	\$ -	\$ -	\$ -	\$ -	\$ 283,097	\$ 283,097	
14	3rd Party Testing Allowance	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
15	Rubbish Removal & Clean-up	\$ -	\$ -	\$ -	\$ -	\$ 41,256	\$ 41,256	
16	Layout & As-built Survey	\$ -	\$ -	\$ -	\$ -	\$ 15,100	\$ 15,100	
17	Concrete	\$ -	\$ -	\$ -	\$ -	\$ 109,941	\$ 109,941	
18	Concrete Masonry Units	\$ -	\$ -	\$ -	\$ -	\$ 126,098	\$ 126,098	
19	Brick	\$ -	\$ -	\$ -	\$ -	\$ 24,930	\$ 24,930	Watertable Only
20	Structural Steel	\$ -	\$ -	\$ -	\$ -	\$ 42,696	\$ 42,696	
21	Metal Bollards	\$ -	\$ -	\$ -	\$ -	\$ 2,628	\$ 2,628	
22	Light Gauge Metal Framing	\$ -	\$ -	\$ -	\$ -	\$ 22,470	\$ 22,470	
23	Miscellaneous Steel	\$ -	\$ -	\$ -	\$ -	\$ 3,237	\$ 3,237	
24	Rough Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 153,696	\$ 153,696	
25	Millwork & Finish Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 6,773	\$ 6,773	
26	Exterior Carpentry	\$ -	\$ -	\$ -	\$ -	\$ 36,840	\$ 36,840	
27	Shutters	\$ -	\$ -	\$ -	\$ -	\$ 9,881	\$ 9,881	
28	Fences & Gates	\$ -	\$ -	\$ -	\$ -	\$ 9,800	\$ 9,800	
29	Warranty Reserve	\$ -	\$ -	\$ -	\$ -	\$ 3,251	\$ 3,251	
30	Cabinets & Tops	\$ -	\$ -	\$ -	\$ -	\$ 47,370	\$ 47,370	Includes lockers
31	Building Insulation	\$ -	\$ -	\$ -	\$ -	\$ 17,639	\$ 17,639	
32	Metal Roofing	\$ -	\$ -	\$ -	\$ -	\$ 80,472	\$ 80,472	
33	Flashing & Gutters	\$ -	\$ -	\$ -	\$ -	\$ 11,521	\$ 11,521	
34	Caulking	\$ -	\$ -	\$ -	\$ -	\$ 5,341	\$ 5,341	
35	Hollow Metal Doors & Frames	\$ -	\$ -	\$ -	\$ -	\$ 14,796	\$ 14,796	
36	Wood Doors	\$ -	\$ -	\$ -	\$ -	\$ 11,038	\$ 11,038	
37	Access Doors	\$ -	\$ -	\$ -	\$ -	\$ 669	\$ 669	
38	Overhead Doors	\$ -	\$ -	\$ -	\$ -	\$ 31,000	\$ 31,000	
39	Hurricane Protection for Overhead Doors	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	
40	Windows	\$ -	\$ -	\$ -	\$ -	\$ 10,005	\$ 10,005	
41	Hardware	\$ -	\$ -	\$ -	\$ -	\$ 11,515	\$ 11,515	
42	Glass And Glazing	\$ -	\$ -	\$ -	\$ -	\$ 2,913	\$ 2,913	
43	Final Cleaning	\$ -	\$ -	\$ -	\$ -	\$ 1,650	\$ 1,650	
44	Drywall	\$ -	\$ -	\$ -	\$ -	\$ 32,772	\$ 32,772	
45	FRP Wall Panels	\$ -	\$ -	\$ -	\$ -	\$ 4,758	\$ 4,758	
46	Stucco	\$ -	\$ -	\$ -	\$ -	\$ 16,884	\$ 16,884	App. Bay Front & Sides (see elevations)
47	Ceramic Tile	\$ -	\$ -	\$ -	\$ -	\$ 14,112	\$ 14,112	
48	Acoustical Ceilings	\$ -	\$ -	\$ -	\$ -	\$ 6,588	\$ 6,588	
49	Resilient Flooring	\$ -	\$ -	\$ -	\$ -	\$ 20,914	\$ 20,914	LVL to match Station 31
50	Exercise Room Flooring	\$ -	\$ -	\$ -	\$ -	\$ 2,790	\$ 2,790	
51	Sealed Concrete	\$ -	\$ -	\$ -	\$ -	\$ 13,441	\$ 13,441	
52	Painting	\$ -	\$ -	\$ -	\$ -	\$ 50,517	\$ 50,517	
53	Knox Box	\$ -	\$ -	\$ -	\$ -	\$ 535	\$ 535	
54	Fire Extinguishers	\$ -	\$ -	\$ -	\$ -	\$ 2,164	\$ 2,164	
55	Toilet Accessories	\$ -	\$ -	\$ -	\$ -	\$ 5,322	\$ 5,322	
56	Toilet Partitions	\$ -	\$ -	\$ -	\$ -	\$ 5,210	\$ 5,210	

### BTFD Station 31

Schedule of Values  
March 5, 2019

Item	Description	Design & Permitting Phase	Design & Permitting Shared Cost	BTFD/EMS Sitework	Bluffton BTFD Shared Sitework	Construction Phase	Current Total	Notes
57	Window Treatments	\$ -	\$ -	\$ -	\$ -	\$ 4,250	\$ 4,250	
58	Interior Signs	\$ -	\$ -	\$ -	\$ -	\$ 1,768	\$ 1,768	Allowance
59	Monument Sign	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000	Allowance
60	Shelving	\$ -	\$ -	\$ -	\$ -	\$ 6,214	\$ 6,214	
61	Exercise Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	By BTFD/EMS
62	Flag Pole	\$ -	\$ -	\$ -	\$ -	\$ 3,538	\$ 3,538	Allowance
63	Appliances	\$ -	\$ -	\$ -	\$ -	\$ 22,009	\$ 22,009	
64	Ice Maker & Extractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	By BTFD/EMS
65	Fire Protection	\$ -	\$ -	\$ -	\$ -	\$ 47,760	\$ 47,760	
66	Plumbing	\$ -	\$ -	\$ -	\$ -	\$ 123,500	\$ 123,500	
67	HVAC	\$ -	\$ -	\$ -	\$ -	\$ 97,536	\$ 97,536	
68	Electrical	\$ -	\$ -	\$ -	\$ -	\$ 235,688	\$ 235,688	Includes Diesel Generator-Fuel NIC
69	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	By Owner
70	Fire Alarm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Included in Electrical
71	Site Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Leased
72	Clearing & Earthwork	\$ -	\$ -	\$ 121,448	\$ 105,943	\$ -	\$ 227,391	Ward Edwards Estimate
73	Soil Treatment	\$ -	\$ -	\$ -	\$ -	\$ 2,357	\$ 2,357	
74	Deep Foundations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	None Included
75	Asphalt Paving	\$ -	\$ -	\$ 17,665	\$ 29,250	\$ -	\$ 46,915	Ward Edwards Estimate
76	Concrete Curbs, Sidewalks and Paving	\$ -	\$ -	\$ 104,200	\$ 32,160	\$ -	\$ 136,360	Ward Edwards Estimate
77	Erosion Control	\$ -	\$ -	\$ 10,000	\$ 20,500	\$ -	\$ 30,500	Ward Edwards Estimate
78	Fine Grading	\$ -	\$ -	\$ 15,000	\$ 18,000	\$ -	\$ 33,000	Ward Edwards Estimate
79	Planting & Irrigation	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	Allowance
80	Site Utilities	\$ -	\$ -	\$ 33,200	\$ 80,900	\$ -	\$ 114,100	Ward Edwards Estimate
81	Sitework Contingency @ 10%	\$ -	\$ -	\$ 34,363	\$ 31,805	\$ -	\$ 66,168	
82	Subtotal	\$ 265,420	\$ 26,417	\$ 385,876	\$ 342,926	\$ 1,911,304	\$ 2,931,943	
83	Builders Risk Insurance	\$ 1,348	\$ 134	\$ 1,960	\$ 1,742	\$ 9,709	\$ 14,894	
84	General & Umbrella Liability Insurance	\$ 3,155	\$ 314	\$ 4,587	\$ 4,076	\$ 22,719	\$ 34,851	
85	Municipal Fees	\$ 304	\$ 30	\$ 442	\$ 393	\$ 2,190	\$ 3,359	
86	Payment And Performance Bond	\$ 2,897	\$ 288	\$ 4,212	\$ 3,743	\$ 20,861	\$ 32,001	
87	Building Permit	\$ 2	\$ -	\$ 3	\$ 3	\$ 16	\$ 25	By Owner
88	Subtotal	\$ 273,126	\$ 27,183	\$ 397,080	\$ 352,883	\$ 1,966,799	\$ 3,017,073	
89	Overhead & Fee	\$ 17,753	\$ 1,767	\$ 25,810	\$ 22,938	\$ 127,842	\$ 196,110	
90	Estimate Total	\$ 290,879	\$ 28,950	\$ 422,890	\$ 375,821	\$ 2,094,641	\$ 3,213,183	
	5% Contingency	\$ 14,544	\$ 1,448	\$ 21,145	\$ 18,791	\$ 104,732	\$ 160,659	
	Project Budget Total	\$ 305,423	\$ 30,398	\$ 444,035	\$ 394,612	\$ 2,199,373	\$ 3,373,842	

	BTFD	EMS	BLUFFTON	TOTAL
SHARED COST %	25%	25%	50%	100%
BTFD/EMS COST %	50%	50%		100%
Design & Permit. BTFD/EMS	\$ 152,712	\$ 152,712		\$ 305,423
Design & Permit Shared	\$ 7,600	\$ 7,600	\$ 15,199	\$ 30,398
BTFD/EMS Sitework	\$ 222,017.50	\$ 222,017.50		\$ 444,035
Bluffton/BTFD/EMS Shared Sitework	\$ 98,653	\$ 98,653	\$ 197,306	\$ 394,612
Construction Phase	\$ 1,099,687	\$ 1,099,687		\$ 2,199,373
Total	\$ 1,580,668	\$ 1,580,668	\$ 212,505	\$ 3,373,841



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Change of Scope to the Impact Fee Study/Update in order to add the study of Solid Waste and Public Safety/EMS to the existing contract.

#### Council Committee:

Finance

#### Meeting Date:

May 6, 2019

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

Eric Greenway/Dave Thomas

#### Issues for Consideration:

Adding these studies to the current contract will achieve cost of service efficiencies by adding this to the work already underway by Tischler Bise. Performing these studies through a new contract in the future will be more costly and will result in lost revenues that could be collected from current and pending developments.

#### Points to Consider:

Should the existing contract scope be changed to add the study of public safety/EMS and Solid Waste?

Should we proceed with current contract work and forgo additional studies.

#### Funding & Liability Factors:

This change of scope will add \$31,600 to the current contract.

#### Council Options:

Approve the change of scope for \$31,600.

Deny the change of scope and proceed with the current update on roads, parks and recreation, libraries and the school study.

#### Recommendation:

Approve the change of scope for an additional \$31,600.



# Letter of Transmittal

April 19, 2019

Eric Greenway, AICP, Community Development Director  
Beaufort County Council  
100 Ribaut Road. Room 115  
Beaufort County, SC 29901

## ***RE: Hourly Breakdown for Impact Fee Contract Add-On Services***

Dear Eric:

TischlerBise is pleased to submit the hourly breakout of the tasks required to add Solid Waste and Public Safety/EMS to our current contract.

<b>PROPOSED FEE SCHEDULE FOR BEAUFORT COUNTY, SOUTH CAROLINA - ADD ON</b>				
<b>Project Team Member:</b>	<b>Bise</b>	<b>Herlands</b>	<b>Total</b>	
<b>Job Title:</b>	<b>Project Manager</b>	<b>Project Analyst</b>	<b>Hours</b>	<b>Cost</b>
<b>Hourly Rate*</b>	<b>\$210</b>	<b>\$190</b>		
Task 1: Determine Capital Facility Needs and Service Levels	12	32	44	\$8,600
Task 2: Evaluate Different Allocation Methodologies	8	22	30	\$5,860
Task 3: Determine Need for "Credits"	8	16	24	\$4,720
Task 4: Conduct Cash Flow Analysis	0	8	8	\$1,520
Task 5: Prepare Impact Fee Reports, Public Presentation	8	28	36	\$7,000
<b>Subtotal:</b>	<b>36</b>	<b>106</b>	<b>142</b>	<b>\$27,700</b>
Expenses:				\$3,900
<b>Total Cost:</b>				<b>\$31,600</b>

Please let me know if you have any questions.

Sincerely,



L. Carson Bise, II, AICP, President  
TischlerBise, Inc.  
4701 Sangamore Road, Suite S240  
Bethesda, MD 20816  
Phone: (800) 424-4318 Ext. 12  
E-mail: carson@tischlerbise.com



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Contract Award: IFB # 032119 Bluffton Township Fire District Station 38 and Emergency Operations Center Construction Project

#### Council Committee:

Finance Committee

#### Meeting Date:

May 6, 2019

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

Dave Thomas, Purchasing Director and John Thompson, Fire Chief, Bluffton Township Fire District

#### Issues for Consideration:

1. On January 24, 2019, the Purchasing Department advertised the above project and schedule two separate mandatory pre-bid meetings for contractors to attend. Thirteen General contractors and numerous vendors attended the meetings.
2. On March 21, 2019, the Purchasing Department received four bid responses-see the attached memo for additional information.
3. Staff reviewed the bids to determine the lowest responsive/responsible bidder and determined that the Paul S. Akins Company from Savannah, Georgia is in compliance with all the bid requirements and recommends the company for the contract award.
4. The recommendation for contract award was approved by the Bluffton Fire District Board on April 16, 2019.

#### Points to Consider:

1. The Bid responses required each company to provide pricing in the following manner:
  - a. Base Bid (the cost to construct the Fire Station only).
  - b. Base Bid Phase 1 Fire Station and Phase 2 EOC (to build the Fire Station first and to build the Emergency Operation Center at a later date).
  - c. Alternate 1 (for building the two buildings at the same time).
2. Based on the attached pricing information and the amount of funds available, staff recommends to award the contract to Paul S. Akins Company, the lowest responsive/responsible bidder for the Base Bid (Fire Station \$38 only) contract price of \$2,656,520, plus a 10% contingency of \$265,652.

#### Funding & Liability Factors:

This project is one of three capital improvement projects that County Council approved. County Council approved Ordinance 2018/34 on October 8, 2018. This ordinance provided for Bluffton Township Fire District to issue \$6.0 million of limited general obligation bonds to fund three capital improvement projects. The bond proceeds will be held with the County in an agency fund. The Fire District will make warrant requests from the agency fund for vendor payments.

#### Council Options:

The Finance Committee may approve or disapprove the contract award. If the committee approves the contract award recommend to County Council for final approval.

#### Recommendation:

The Purchasing Department recommends that the Finance Committee approve and recommend to County Council to proceed with the contract with Paul S. Atkins Company to build Fire Station #38 for the Bluffton Township Fire District in the contract amount of \$2,656,520, plus a 10% contingency of \$265,652.



## Small and Minority Business Participation Bid Compliance Review of Good Faith Efforts

Bluffton Fire District Station #38 and  
Emergency Operations Center Construction Project (IFB #032119)

Prime Bidder/Proposer		Akins
1.	Included Completed Good Faith Efforts Checklist Form	1
2.	Requested Beaufort County SDBE Vendor List	1
3.	Included Copy of Written Notice to SDBE	1
4.	Provided Proof of Sending Written Notice to SDBE	1
5.	Sent Bid Notice to SDBE 10 Days in Advance	1
6.	Included Copy of Written Notice to Good Faith Agencies	1
7.	Provided Proof of Sending Written Notice to Good Faith Agencies	1
8.	Signed Non-Discrimination Statement Form (Exhibit 1)	1
9.	Included Completed Outreach Documentation Log (Exhibit 2)	1
10.	Included Completed Proposed Utilization Plan (Exhibit 3)	1
<b>Total</b>		<b>10</b>

Total of 10 Possible Points

Scoring:

0 = No | 1 = Yes

### Proposed Subcontractor Utilization

Firm Name	City	State	Trade/Commodity	Estimated Contract
All Seasons Comfort	Savannah	GA	HVAC	\$150,000
Caraway Construction	Richmond Hill	GA	Concrete	\$ 95,500
Coastal Interiors	Savannah	GA	Drywall, Framing, Gypsum	\$162,000
Jake Patrick & Sons Plumbing	Guyton	GA	Plumbing	\$ 89,000
MT Price Construction	Chapin	SC	Roofing	<u>\$158,000</u>
<b>Total</b>				<b>\$654,500</b>



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

**TO:** Councilman Joseph Passiment, Chairman, Finance Committee

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

**SUBJ:** **IFB #032119 Bluffton Township Fire District Station 38 and Emergency Operations Center Construction Project**

**DATE:** April 29, 2019

**BACKGROUND:** The Bidding for the Fire Station #38 and EOC Project began with an advertised Invitation for Bid followed by two subsequent mandatory Pre-Bid Meetings conducted by Beaufort County Purchasing, which was attended by 13 General Contractors and numerous vendors. Four General Contractors submitted bids, which were publicly opened and read at the Bid Opening on March 21, 2019. The following are the bidding results of the **Base Bid** (*the cost to construct separately a Phase 1 Fire Station Bldg and a Phase 2 EOC Bldg*) and of the **Alternate #1 Bid** (*cost to construct the Fire Station and the EOC buildings as one project*). The recommendation for contract award was approved by the Bluffton Fire District Board on April 16, 2019.

**BIDDER INFORMATION AND COST:**

The (4) General Contractor Bids received for the **Base Bid Phase 1 Fire Station only:**

- 1. Paul S. Akins Company, Statesboro, GA - Phase 1 Bid of \$2,656,520.00**
2. Pioneer Construction, Savannah, GA - Phase 1 Bid of \$2,745,293.00
3. Fraser Construction Co, Bluffton, SC - Phase 1 Bid of \$2,799,280.00
4. Brantley Construction, Charleston, SC- Phase 1 Bid of \$2,904,631.00

The (4) General Contractor Bids received for **Base Bid Phase 1 Fire Station & Phase 2 EOC:**

- 1. Paul S. Akins Company - Phase 1&2 Bid of \$3,605,856.00**
2. Pioneer Construction - Phase 1&2 Bid of \$3,699,200.00
3. Fraser Construction Co - Phase 1&2 Bid of \$3,635,999.00
4. Brantley Construction - Phase 1&2 Bid of \$3,812,217.00

The (4) General Contractor Bids received for **Alternate 1 Bid:**

1. Paul S. Akins Company - Alternate Bid of \$3,529,856.00
2. Pioneer Construction - Alternate Bid of \$3,604,994.00
- 3. Fraser Construction Co - Alternate Bid of \$3,497,289.00**
4. Brantley Construction - Alternate Bid of \$3,751,803.00

For subcontractor participation, see the attachment. Staff reviewed the bid and determined that it was responsive to the bid requirements, compliant with our Small and Minority Business Participation requirements, and was a fair and reasonable offer.

The new facility will be located approximately 1/8 of a mile from the intersection of Bluffton Parkway and Hampton Parkway on a three (3) acre tract of property owned by the Fire District. The property is located adjacent to the Beaufort County School District's River Ridge Academy. The station, once constructed, will serve neighborhoods and businesses including Sun City, Lawton Station, Hampton Lake, Buckwalter Place, Sandy Pointe, Shell Hall, Hampton Hall, The Farm, Pine Ridge, and Pine Crest. The station will also serve as the primary responding unit for the Buckwalter school complex in addition

to the River Ridge School complex. The station will also serve the Highway 170 corridor north to Sun City and South to Cypress Ridge.

**FUNDING:** This project is one of three capital improvement projects that County Council approved. County Council approved Ordinance 2018/34 on October 8, 2018. This ordinance provided for Bluffton Township Fire District to issue \$6.0 million of limited general obligation bonds to fund three capital improvement projects. The bond proceeds will be held with the County in an agency fund. The Fire District will make warrant requests from the agency fund for vendor payments.

**PROPOSED COST:** \$2,656,520.00 plus a 10% contingency of \$265,652.

**FOR ACTION:** Finance Committee Meeting on May 6, 2019.

**RECOMMENDATION:** The Purchasing Department recommends that the Finance Committee approve and recommend to County Council to proceed with the contract with Paul S. Atkins Company to build Fire Station #38 for the Bluffton Township Fire District in the contract amount of \$2,656,520, plus a 10% contingency of \$265,652.

CC: Ashley Jacobs, County Administrator  
Alicia Holland, Asst. Co. Administrator, Finance  
John Thompson, Fire Chief, Bluffton Township Fire District

Att: Bid Tab, Subcontractor Participation Tab  
SMB Review and Utilization Plan

2019/\_\_\_\_

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCES 2018/20 AND 2018/24, FOR FISCAL YEAR 2019 BEAUFORT COUNTY BUDGET TO PROVIDE CLARIFYING AMENDMENTS IDENTIFYING THE APPROPRIATED DOLLAR AMOUNT FOR INDIGENT HEALTH CARE, HIGHER EDUCATION, AND ECONOMIC DEVELOPMENT AND TO ACKNOWLEDGE THE TRANSFERS BETWEEN COUNTY DEPARTMENTS AND THE ADJUSTMENTS FOR THE COUNTY'S EMPLOYEE COMPENSATION PLAN.**

**WHEREAS**, on June 11, 2018, Beaufort County Council adopted Ordinance No. 2018/20 which sets the County's FY 2018-2019 budget and associated expenditures; and

**WHEREAS**, on June 11, 2018, Beaufort County Council adopted Ordinance No. 2018/20 dedicating particular millage amounts to be dedicated to higher education, economic development and indigent health care; and

**WHEREAS**, in the interest of good accounting practices and transparency in the budget process it is necessary to amend the budget to reflect newly available details; and

**WHEREAS**, Beaufort County Council has determined it to be in the best interests of its citizens to regularly review and update as needed the County's approved budget and expenditures.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the FY 2018-2019 Beaufort County Budget Ordinance (Ordinance 2018/20 and 2018/24) are hereby amended as shown on the attached "**Exhibit A**" and incorporated herein by reference.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

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

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



	FY 2019 Millage Rates (ORD 2018/20 and 2018/24)	FY 2019 APPROPRIATION AMOUNTS (ORD 2018/24)	Department Detail	Proposed FY 2019 Budget Amendment Part 1	Proposed FY 2019 Budget Amendment Part 2	Proposed FY 2019 Budget Amendment Part 3	Revised FY 2019 Appropriation	Revised Department Detail
<b>TOTAL COUNTY GENERAL FUND (OPERATIONS) MILLAGE RATE</b>	<b>48.96</b>							
<b>SECTION 4. COUNTY OPERATIONS APPROPRIATION</b>								
I. <u>Elected Officials and State Appropriations:</u>								
A. Sheriff	\$ 23,661,223	\$ 24,315,733	\$ -	\$ -	\$ -	\$ 23,661,223		
Emergency Management	\$ 7,748,824	\$ 7,094,314	\$ -	\$ -	\$ -	\$ 7,748,824		
B. Magistrate	\$ 2,063,293	\$ 2,063,293	\$ -	\$ -	\$ -	\$ 2,063,293		
C. Solicitor	\$ 1,245,000	\$ 1,245,000	\$ -	\$ -	\$ -	\$ 1,245,000		
D. Clerk of Court	\$ 1,150,605	\$ 1,150,605	\$ -	\$ -	\$ 25,726	\$ 1,176,331		
E. Treasurer	\$ 1,578,217	\$ 1,578,217	\$ -	\$ -	\$ 28,700	\$ 1,606,917		
F. Auditor	\$ 891,578	\$ 891,578	\$ -	\$ -	\$ 20,608	\$ 912,186		
G. Public Defender	\$ 849,809	\$ 849,809	\$ -	\$ -	\$ -	\$ 849,809		
H. Probate Court	\$ 790,257	\$ 790,257	\$ -	\$ -	\$ 21,668	\$ 811,925		
I. County Council	\$ 631,397	\$ 681,397	\$ 50,000	\$ -	\$ -	\$ 681,397		
J. Coroner	\$ 546,321	\$ 546,321	\$ -	\$ -	\$ 8,636	\$ 554,957		
K. Master-in-Equity	\$ 321,892	\$ 321,892	\$ -	\$ -	\$ 7,477	\$ 329,369		
L. Social Services	\$ 147,349	\$ 147,349	\$ -	\$ -	\$ -	\$ 147,349		
M. Legislative Delegation	\$ 65,760	\$ 65,760	\$ -	\$ -	\$ -	\$ 65,760		
<b>Total Elected Officials and State Appropriations</b>	<b>\$ 41,691,525</b>	<b>\$ 41,741,525</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 112,815</b>	<b>\$ 41,854,340</b>		
II. <u>County Administration Operations:</u>								
A. Public Works	\$ 17,706,098		\$ 1,500	\$ -	\$ -	\$ 16,964,781		
Director of Public Services		\$ 135,953	\$ -	\$ -	\$ 6,009	\$ 141,962		
Public Works General Support		\$ 681,941	\$ -	\$ -	\$ 6,085	\$ 688,026		
Public Works Administration		\$ 366,745	\$ -	\$ -	\$ 20,952	\$ 387,697		
Facilities Management		\$ 3,604,297	\$ -	\$ 25,000	\$ 6,274	\$ 3,635,571		
Buildings Maintenance		\$ 1,245,313	\$ -	\$ -	\$ 31,039	\$ 1,276,352		
Grounds Maintenance		\$ 1,993,515	\$ -	\$ (941,620)	\$ 18,009	\$ 1,069,904		
Roads/Drainage - North		\$ 1,190,243	\$ -	\$ -	\$ 13,036	\$ 1,203,279		
Roads/Drainage - South		\$ 541,450	\$ -	\$ -	\$ 4,939	\$ 546,389		
Engineering		\$ 290,488	\$ -	\$ 32,000	\$ 3,758	\$ 326,246		
Solid Waste & Recycling		\$ 7,657,653	\$ -	\$ -	\$ 31,702	\$ 7,689,355		
B. Administration	\$ 8,551,614		\$ 52,000	\$ -	\$ -	\$ 8,694,971		
County Administrator		\$ 772,692	\$ -	\$ -	\$ 2,320	\$ 775,012		
Communications & Accountability		\$ 578,342	\$ -	\$ -	\$ 7,848	\$ 586,190		
Broadcast Services		\$ 323,416	\$ -	\$ -	\$ 7,385	\$ 330,801		
County Attorney/Legal		\$ 383,653	\$ -	\$ -	\$ 6,121	\$ 389,774		
Finance Department		\$ 767,708	\$ -	\$ -	\$ 11,626	\$ 779,334		
Risk Management		\$ 197,125	\$ -	\$ -	\$ 5,044	\$ 202,169		
Purchasing		\$ 188,903	\$ -	\$ -	\$ 2,063	\$ 190,966		
Business Licenses		\$ 67,884	\$ -	\$ -	\$ 4,716	\$ 72,600		
Information Technology		\$ 3,457,027	\$ -	\$ -	\$ 15,802	\$ 3,472,829		
Mapping & Applications		\$ 1,244,756	\$ -	\$ -	\$ 17,325	\$ 1,262,081		
Records Management		\$ 622,108	\$ -	\$ -	\$ 11,107	\$ 633,215		
C. Emergency Medical Services	\$ 7,085,599	\$ 7,120,599	\$ 35,000	\$ -	\$ 172,281	\$ 7,292,880		
D. Detention Center	\$ 6,124,214	\$ 6,124,214	\$ -	\$ -	\$ 109,764	\$ 6,233,978		

	<b>FY 2019 Millage Rates (ORD 2018/20 and 2018/24)</b>	<b>FY 2019 APPROPRIATION AMOUNTS (ORD 2018/24)</b>	<b>Department Detail</b>	<b>Proposed FY 2019 Budget Amendment Part 1</b>	<b>Proposed FY 2019 Budget Amendment Part 2</b>	<b>Proposed FY 2019 Budget Amendment Part 3</b>	<b>Revised FY 2019 Appropriation</b>	<b>Revised Department Detail</b>
<b>TOTAL COUNTY GENERAL FUND (OPERATIONS) MILLAGE RATE</b>	<b>48.96</b>							
E. Community Services		\$ 5,428,199		\$ (737,000)	\$ -	\$ -	\$ 4,808,055	
Veterans Affairs		\$ 173,162		\$ -	\$ -	\$ 1,610	\$ 174,772	
Public Welfare Subsidies (Together for Beaufort)		\$ 441,000		\$ (43,000)	\$ -	\$ -	\$ 398,000	
Disabilities & Special Needs		\$ 3,036,453		\$ -	\$ -	\$ 124,147	\$ 3,160,600	
Alcohol & Drug Abuse		\$ 596,533		\$ -	\$ -	\$ 30,072	\$ 626,605	
COSY		\$ 181,976		\$ -	\$ -	\$ 4,027	\$ 186,003	
Daufuskie Ferry		\$ 262,075		\$ -	\$ -	\$ -	\$ 262,075	
F. Library		\$ 4,158,473	\$ 4,158,473	\$ -	\$ -	\$ 116,723	\$ 4,275,196	
G. Parks and Leisure Services		\$ 3,518,127	\$ 3,518,127	\$ -	\$ 916,620	\$ 42,006	\$ 4,261,753	
Hilton Head Island Recreation Association							\$ 215,000	
H. Assessor		\$ 2,421,600	\$ 2,421,600	\$ -	\$ -	\$ 43,143	\$ 2,464,743	
I. Mosquito Control		\$ 1,777,559	\$ 1,819,559	\$ 42,000	\$ -	\$ 20,168	\$ 1,839,727	
J. Building Codes and Enforcement		\$ 1,192,242		\$ -	\$ -	\$ -	\$ 1,222,640	
Building Codes		\$ 884,401		\$ -	\$ -	\$ 24,135	\$ 908,536	
Codes Enforcement		\$ 307,841		\$ -	\$ -	\$ 6,263	\$ 314,104	
K. Public Health		\$ 1,081,000		\$ 550,000	\$ -	\$ -	\$ 81,000	
Ronald McDonald House		\$ 81,000		\$ -	\$ -	\$ -	\$ 81,000	
Beaufort Jasper Hampton Comprehensive Health Services		\$ 900,000		\$ (900,000)	\$ -	\$ -	\$ -	
Beaufort Memorial Hospital		\$ 650,000		\$ (650,000)	\$ -	\$ -	\$ -	
L. Animal Services		\$ 979,217	\$ 979,217	\$ -	\$ -	\$ 20,018	\$ 999,235	
M. Employee Services		\$ 849,179	\$ 849,179	\$ -	\$ -	\$ 10,929	\$ 860,108	
N. Voter Registration		\$ 749,789	\$ 749,789	\$ -	\$ -	\$ 8,618	\$ 758,407	
O. Planning (Community Development)		\$ 735,799	\$ 917,200	\$ -	\$ 181,401	\$ 16,445	\$ 933,645	
P. General Government Subsidies		\$ 1,185,579		\$ 37,482	\$ -	\$ -	\$ 723,061	
Economic Development		\$ 770,000		\$ (500,000)	\$ -	\$ -	\$ 270,000	
LRTA/Palmetto Breeze		\$ 228,844		\$ -	\$ -	\$ -	\$ 228,844	
Military Enhancement Committee (MEC)		\$ -		\$ -	\$ -	\$ -	\$ -	
Beaufort Soil and Water Conservation District		\$ -		\$ -	\$ -	\$ -	\$ -	
LCOG - per capita		\$ 121,675		\$ -	\$ -	\$ -	\$ 121,675	
LCOG - HOME Consortium		\$ 56,000		\$ -	\$ -	\$ -	\$ 56,000	
LCOG - Metro Planning Org		\$ 21,542		\$ -	\$ -	\$ -	\$ 21,542	
Small Business Development		\$ 25,000		\$ -	\$ -	\$ -	\$ 25,000	
Q. Traffic Engineering		\$ 595,323	\$ 595,323	\$ -	\$ (32,000)	\$ 9,793	\$ 573,116	
R. Register of Deeds		\$ 545,224	\$ 545,224	\$ -	\$ -	\$ 11,975	\$ 557,199	
S. Zoning		\$ 181,401		\$ -	\$ (181,401)	\$ -	\$ -	
T. Employer Provided Benefits		\$ 15,708,440	\$ 15,677,458	\$ 12,018	\$ -	\$ (1,118,092)	\$ 14,602,366	
<b>Total County Administration Operations</b>		<b>\$ 80,574,676</b>	<b>\$ 80,524,676</b>	<b>\$ (2,100,000)</b>	<b>\$ -</b>	<b>\$ (112,815)</b>	<b>\$ 78,361,861</b>	

	<b>FY 2019 Millage Rates (ORD 2018/20 and 2018/24)</b>	<b>FY 2019 APPROPRIATION AMOUNTS (ORD 2018/24)</b>	<i>Department Detail</i>	<i>Proposed FY 2019 Budget Amendment Part 1</i>	<i>Proposed FY 2019 Budget Amendment Part 2</i>	<i>Proposed FY 2019 Budget Amendment Part 3</i>	<b>Revised FY 2019 Appropriation</b>	<i>Revised Department Detail</i>
<b>TOTAL COUNTY GENERAL FUND (OPERATIONS) MILLAGE RATE</b>	<b>48.96</b>							
<b>SECTION 5. HIGHER EDUCATION ALLOCATION</b>								
A. The Technical College of the Lowcountry	<b>1.185</b>	\$ 2,254,645	\$ 2,254,645	\$ -	\$ -	\$ -	\$ 2,254,645	
B. University of South Carolina - Beaufort	<b>1.185</b>	\$ 2,254,645	\$ 2,254,645	\$ -	\$ -	\$ -	\$ 2,254,645	
<b>Total Higher Education Allocation</b>	<b>2.37</b>	<b>\$ 4,509,290</b>	<b>\$ 4,509,290</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,509,290</b>	
<b>Separately Identified Appropriations and Millage Rates (Ordinance 2018/20)</b>								
Economic Development	<b>0.26</b>			\$ 500,000	\$ -	\$ -	\$ 500,000	
Beaufort Memorial Hospital (Indigent Care)	<b>0.34</b>			\$ 650,000	\$ -	\$ -	\$ 650,000	
Beaufort Jasper Hampton Comprehensive Health Services (Indigent Care)	<b>0.47</b>			\$ 900,000	\$ -	\$ -	\$ 900,000	
<b>Total separate identified appropriations &amp; millage rates</b>	<b>1.07</b>			<b>\$ 2,050,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,050,000</b>	
<b>Grand Total of Expenditures</b>		<b>\$ 126,775,491</b>	<b>\$ 126,775,491</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 126,775,491</b>	
<b>SECTION 6. COUNTY OPERATIONS REVENUES</b>								
A. Ad Valorem Tax Collections		\$ 99,699,070		\$ (6,559,290)	\$ -	\$ -	\$ 93,139,780	
A.1. Ad Valorem Tax Collections (separately stated millage)		\$ -		\$ 6,559,290	\$ -	\$ -	\$ 6,559,290	
B. Charges for Services		\$ 12,287,085		\$ -	\$ -	\$ -	\$ 12,287,085	
C. Intergovernmental Revenue Sources		\$ 9,197,645		\$ -	\$ -	\$ -	\$ 9,197,645	
D. Licenses and Permits		\$ 2,579,000		\$ -	\$ -	\$ -	\$ 2,579,000	
E. Interfund Transfers		\$ 1,568,750		\$ -	\$ -	\$ -	\$ 1,568,750	
F. Fines and Forfeitures' collections		\$ 750,000		\$ -	\$ -	\$ -	\$ 750,000	
G. Interest on investments		\$ 442,805		\$ -	\$ -	\$ -	\$ 442,805	
H. Miscellaneous revenue sources		\$ 251,136		\$ -	\$ -	\$ -	\$ 251,136	
<b>Total County Operations Revenues</b>		<b>\$ 126,775,491</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 126,775,491</b>	

**Notes:**

Proposed FY 2019 Budget Amendment Part 1 includes adjustments within the budget line items as well as adjustments for the ordinance that established separately stated millage rates without identifying appropriation amounts.

Proposed FY 2019 Budget Amendment Part 2 includes transfers between county departments. Grounds Maintenance transferred \$25,000 to Facilities Management for capital equipment, Grounds Maintenance transferred \$916,620 to Parks and Leisure Services to establish a dedicated Parks and Leisure Services grounds maintenance crew, Traffic and Transportation Engineering transferred \$32,000 to Engineering for a vehicle purchase, and Zoning was combined with Planning and renamed to Community Development.

Proposed FY 2019 Budget Amendment Part 3 includes adjustments within the budget line items for the County's compensation plan/merit increases that occurred as a result of performance evaluations.



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

County-City Whitehall Lease Agreement

#### Council Committee:

Public Facilities

#### Meeting Date:

April 1, 2019

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

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

A lease agreement between the County and City of Beaufort for the use, maintenance, and management of Whitehall Park.

#### Points to Consider:

1) City of Beaufort approved the lease in September 2018. 2) The property was acquired by the County in December 2018. 3) The City will maintain the property.

#### Funding & Liability Factors:

None.

#### Council Options:

1) Approve the lease agreement as written, 2) Approve the lease agreement with edits, or 3) Do not approve the lease agreement.

#### Recommendation:

Approve the lease agreement as written.

**ORDINANCE 2019 / \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE  
A THIRTY (30) YEAR LEASE AGREEMENT WITH THE CITY OF BEAUFORT FOR  
WHITEHALL PARK**

**WHEREAS**, Beaufort County (“County”) owns property located in the City of Beaufort, South Carolina known as Whitehall Park (“Property”); and

**WHEREAS**, on September 19, 2018 the City of Beaufort (“City”) approved the lease agreement for Whitehall Park; and

**WHEREAS**, on September 24, 2018 the County Council unanimously approved the purchase for Whitehall Park and to lease the Property to the City of Beaufort; and

**WHEREAS**, The County and the City will enter into a lease agreement for the use, management, and maintenance of the Property for an initial term of thirty (30) years, with automatic annual renewals, beginning June 1, 2019; and

**WHEREAS**, Beaufort County Council believes that it is in the best interests of its citizens to enter into the lease of Whitehall Park upon such terms and conditions and amendments expressed and incorporated herein.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council that the County Administrator is hereby authorized to execute a thirty (30) year lease agreement with the City of Beaufort for the use, management, and maintenance of Whitehall Park, hereto and incorporated herein as fully as if repeated verbatim.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny II, County Attorney

ATTEST:

---

Sarah Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



LEASE AGREEMENT  
WHITEHALL PARK

This Lease Agreement is entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2019, by and between Beaufort County ("Lessor") and the City of Beaufort, a South Carolina Municipal Corporation ("Lessee");

WHEREAS, Lessor acquired the Whitehall property ("Property") located in the City of Beaufort, and more fully described on Exhibit A attached hereto, by deed recorded in the Office of the RMC for Beaufort County in Deed Book 3709 at Page 1708; and

WHEREAS, Lessor entered into a long-term Conservation Easement ("Easement") on the Property with the Beaufort County Open Land Trust (BCOLT) on October 23, 2018; and

WHEREAS, the Lessor and Lessee wish to enter into this Agreement, which is subject to all terms and conditions of the Easement set forth herein, to provide for the management, maintenance, and operation of the Property; and

WHEREAS, restrictions and limitations imposed by the Property's Easement require the Lessor to have a perpetual interest and control over the Property and that the Property be used for passive park and conservation purposes; and

WHEREAS, Lessor and Lessee agree on the definition of passive recreation as recreation requiring little or no physical exertion focusing on the enjoyment of one's natural surroundings, and that the promotion and development of natural resource-based activities such as fishing, hiking, walking, bicycling, nature studies, etc., shall be the predominate measure for passive park utilization. Lessor and Lessee will mutually agree on the conceptual planning, design, location, and implementation of passive park recreational activities and opportunities on the Property. Lessee agrees to maintain the condition of the Property, and any assets and facilities (including custodial services) that are agreed to be placed in the park, in the condition that they are in at the time the park is open to the public. All other improvements will need to have a funding source provided, that may or may not come from the Lessee and will be based on the planned improvement plan as described in Section 4.

NOW THEREFORE, for and in consideration of the annual payment of One Dollar (\$1.00), the sufficiency of which consideration is hereby acknowledged and approved, LESSOR does hereby lease to LESSEE, the Property, more particularly described in Exhibit A attached hereto, under the terms and conditions set forth below:

1. TERM: The initial term of this lease shall be thirty (30) years commencing from the date of execution of this Lease Agreement. Thereafter, this Lease Agreement will automatically renew annually, unless terminated as described in Section 8 or by mutual agreement of the parties.
2. ASSIGNMENT OR SUB-LEASE: Lessee shall not assign or sublet the leased

premises without the prior written approval of Lessor. This will not prevent Lessee from renting some or all of the Property for special events as discussed in Section 5.

3. ACCESSIBILITY: The Property shall be available and open to the public upon completion of installation of infrastructure as mutually agreed to by the parties. Thereafter, the park hours of operation shall be from dawn to dusk Monday through Sunday. Exceptions may be approved by the Lessee. There will be no fees for access or for parking and parking shall be limited to park users only during park open hours.
4. IMPROVEMENTS: Lessor and Lessee shall participate in the development of a conceptual master plan. The process will include at least one public workshop hosted by the Lessor and the Lessee. Lessor and Lessee shall, thereafter, agree upon an improvement plan for the Property and the necessary funding of said plan. The improvement plan may be phased. The plan may be amended by mutual agreement of the parties. Lessee shall not build, erect or construct any permanent improvement upon the leased premises without the prior written approval of the Lessor. All improvements shall become the property of Lessor upon termination of lease.
5. USE: Lessee shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain (other than tree maintenance as set forth below) manage, and use the leased premises as a public passive park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the leased premises to provide, promote or otherwise facilitate the use of the leased premises for non-passive park purposes (i.e. special events) without providing advanced notice to the Lessor. Any special event fee, charge, assessment, or admission cost which is required for access or attendance shall be for park maintenance, management, and operations purposes only (including costs incurred by hosting the event). Lessee shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the entire leased premises without the prior written approval of Lessor. It is clearly understood by the Lessee and the Lessor that events like weddings, birthday parties, and other normal events similar to the events held in the Henry Chambers Park, excluding major community festivals, will be handled by the Lessee without advising or obtaining approval from the Lessor and will be properly managed to protect the assets of the park.

Lessor agrees to provide consulting services of the staff arborist (Natural Resource Planner). These services are limited to tree inspection, recommendation of regularly planned tree maintenance/removal and recommendation on needed maintenance to preserve diseased trees or resolve safety issues. This does not include tree trimming and pruning services.

BCOLT agrees to provide tree maintenance services on the Property, as per the recommendations of the Beaufort County Natural Resource Planner and in accordance with generally recognized standards of the profession.

6. UTILITIES: The cost of all utilities, equipment, maintenance for grounds and facilities, assessments and fees shall be the sole responsibility of the Lessee, unless otherwise agreed to by Lessor by an amended lease.
7. INSURANCE: The Lessee shall carry and pay the premium for premises liability insurance in the same amount, and of the same nature and type as if it carries and pays for on all other public parks and recreational facilities which it leases or has an ownership interest in.
8. DEFAULT: Failure of Lessee to maintain and use the Property as a public passive park shall constitute default of this Agreement. Upon default has occurred, Lessor shall give Lessee written notice of default, delivered by hand delivery or certified mail, to the City Manager. Lessee shall have thirty (30) days from the date of receipt of the notice of default to cure the default. The failure by Lessee to cure the default within said period shall give Lessor the right to terminate this Agreement, and the Property shall revert to the Lessor.

In the event of termination, Lessor shall have the right to any funds, improvements, or other non-fixtures on or related to the Property which is not otherwise titled to the Lessee.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SIGNED AND SEALED IN THE  
PRESENCE OF:

BEAUFORT COUNTY

\_\_\_\_\_  
1<sup>ST</sup> Witness

BY: \_\_\_\_\_  
Name: John L. Weaver  
Title: Interim County Administrator

\_\_\_\_\_  
2<sup>nd</sup> Witness

THE CITY OF BEAUFORT

\_\_\_\_\_  
1<sup>st</sup> Witness

BY: \_\_\_\_\_  
Name: Bill Prokop  
Title: City Manager

\_\_\_\_\_  
2<sup>nd</sup> Witness

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF BEAUFORT                    )       PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named \_\_\_\_\_, appearing and acting as the \_\_\_\_\_ of **Beaufort County**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2019

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF BEAUFORT                    )       PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named \_\_\_\_\_, appearing and acting as the \_\_\_\_\_ of the **City of Beaufort**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2019

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_



---

## BEAUFORT COUNTY COUNCIL

---

### Agenda Item Summary

#### Item Title:

Duncan Farms Access Easement

#### Council Committee:

Public Facilities

#### Meeting Date: April

April 1, 2019

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

Eric Larson, Director, Environmental Engineering & Land Management; Dave Wilhelm, Public Works Director; Stefanie Nagid, Passive Parks Manager

#### Issues for Consideration:

Granting of a 30' access easement to Duncan Farms L.P.

#### Points to Consider:

Beaufort County purchased a +/- 77 acre parcel located on the south side of Washington Farm Road in 2015 from Duncan Farms L.P. The original plan for this property was for a shooting range. Included as part of the agreement with Duncan Farms was for the County to build a new dirt road to provide access to a parcel owned by Duncan Farms that is located behind the front parcel purchased by the County. The plan for the shooting range was abandoned and the County is now considering a lease agreement for the property. Rather than build a new road, Duncan Farms has agreed to continue to use the existing dirt road to access their property. This proposed access easement will save the County money by eliminating the need to build a new road using County resources.

#### Funding & Liability Factors:

No funding necessary.

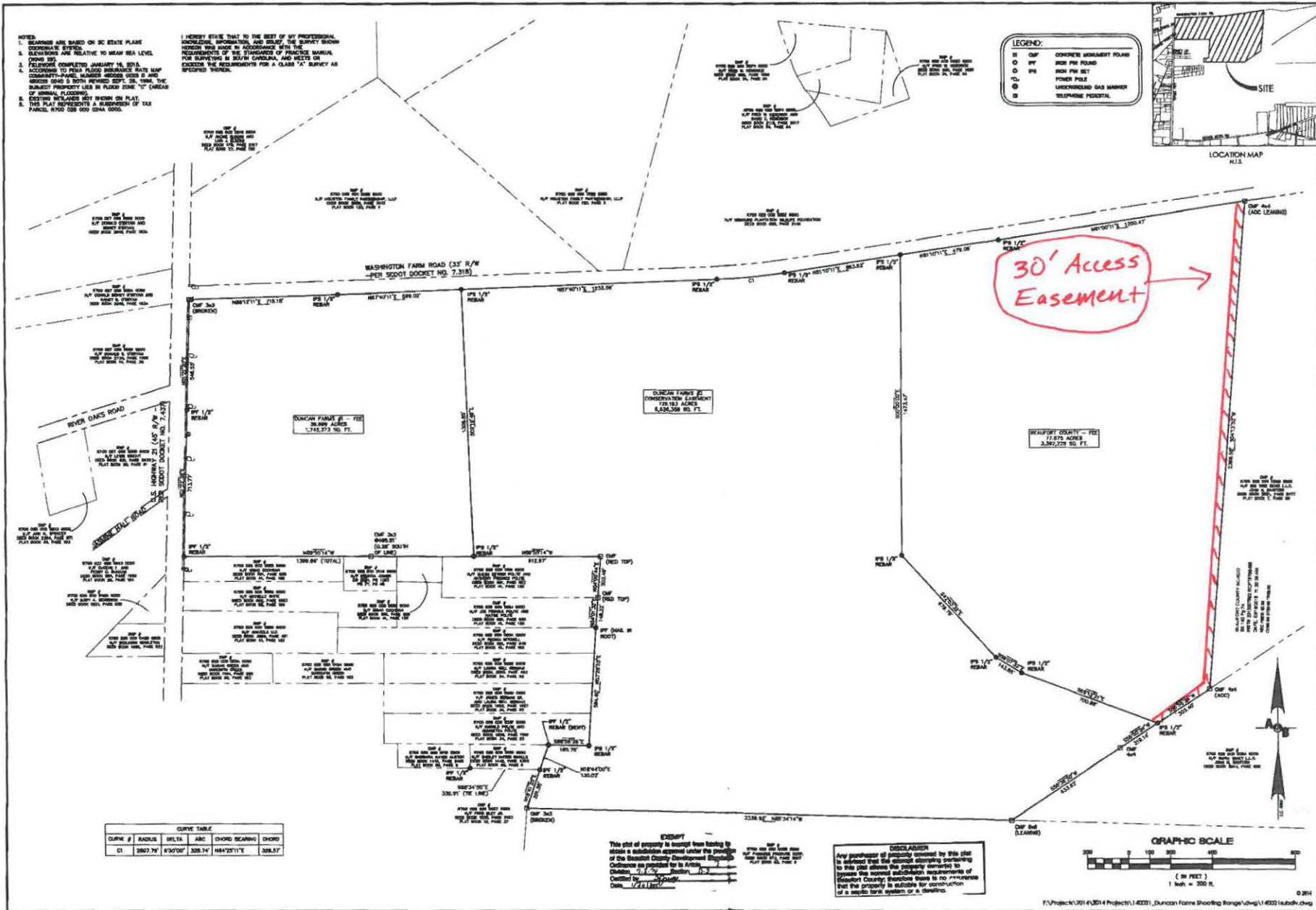
#### Council Options:

Grant an access easement or direct Public Works to build a new access road.

#### Recommendation:

Grant the access easement





**PLAN REVISIONS**

NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



**Andrews & Burgess Inc.**  
Engineering & Surveying

2712 2nd Street, Suite A  
Beaufort, SC 29906  
843.739.2222  
843.739.2223  
Fax 843.739.2223

SUBDIVISION PLAT  
Prepared for  
BEAUFORT COUNTY

Duncan Farms  
Shooting Range  
Lobeco  
Beaufort County  
South Carolina

Date Drawn: 07/08/14  
Last Revised: 01/01/15  
Drawn By: H. Odey  
Engineer: G. Burgess

SHEET #:  
**1**

JOB: 140021

**ORDINANCE 2019 / \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS A PORTION OF DUNCAN FARMS**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No R700 028 000 0134 0000 located on the south side of Washington Farm Road and being more particularly shown as 77.875 acres on a plat prepared by Andrews & Burgess Inc., PLS No. 15229, dated July 18, 2014, and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on February 16, 2015, in Book 140 Page 74; and

**WHEREAS**, Beaufort County purchased the aforementioned property with an existing roadway historically used by the seller Duncan Farms L.P.; and

**WHEREAS**, the parties never formalized the preservation of an access easement for use by Duncan Farms L.P. and wish now to do so for the purpose of ensuring Duncan Farms L.P. and its successors and assigns, right of ingress and egress; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Access Easement attached hereto and incorporated by reference and shown on the attached “Access Easement” prepared by Howell, Gibson & Hughes, PA; and

**WHEREAS**, Duncan Farms L.P. shall not have exclusivity to the Access Easement and Beaufort County Public Works shall maintain the existing dirt road through routine grading; and

**WHEREAS**, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** to authorize the Interim County Administrator to execute the Access Easement referenced herein and which is shown on the attached “Access Easement” prepared by Howell, Gibson & Hughes, PA.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

---

Thomas J. Keaveny, II, County Attorney

ATTEST:

---

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

DRAFT

---

*(Please do not write above this line – Reserved for Register of Deeds Office)*

Prepared by: Howell, Gibson & Hughes, PA  
PO Box 40, Beaufort, SC 29901

STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF BEAUFORT            )

ACCESS EASEMENT

THIS AGREEMENT is entered into and made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **BEAUFORT COUNTY, a Political Subdivision of the State of South Carolina** ("Grantor") and **DUNCAN FARMS, LP** ("Grantee").

WITNESSETH

WHEREAS, the Grantor acquired a parcel of land containing 77.875 acres from the Grantee that was subdivided out of a larger parcel owned by the Grantee;

WHEREAS, currently, and at the time of the conveyance, there exists a dirt road that runs from Washington Farm Road through the Grantor's property and terminates along the Grantee's property;

WHEREAS, pursuant to an agreement between the parties, and in consideration of the conveyance of the 77.875 acre tract, the Grantor agrees to grant a non-exclusive easement for vehicular and pedestrian access, ingress and egress, that services the Grantee's 129.163 acre parcel known as 1611 Trask Parkway, DMP: R700 028 000 024A 0000.

WHEREAS, the parties hereto have a desire to enter this Agreement to memorialize the terms of the Grantee's access easement, and more particularly described below and in the attached "Exhibit A."

NOW, THEREFORE, mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The recitals herein contained are true and correct and are incorporated herein by reference.

2. Grant of Access Easement. Grantor has granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto Grantee, its successors and assigns, for the benefit of Grantee's Property, a non-exclusive perpetual easement (a) over, upon and across a portion of the Grantor's Property constituting a thirty foot (30') wide easement area depicted as an existing dirt drive extending to the south from Washington Farm Road and eventually to the southwest along the Grantor's property line for purposes of vehicular and pedestrian ingress and egress to and from Grantee's Property over the easement area which shall run with the land and bind the interest of the Grantor, its successors and assigns. The rights granted herein shall be non-exclusive but shall be for the benefit of Grantee and for the benefit of its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to vehicular and pedestrian access, ingress and egress.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantee's use of the Easement Area.

Grantor further reserves unto itself the exclusive right to install a fence or gate at or along the entrance of Washington Farms for purposes of security during non-operating hours. Each party to this Agreement shall be provided access codes and/or keys to any locks that would secure said gates or fences to ensure unimpeded access. Grantee shall not distribute access codes and/or keys without the express written approval of the Grantor. Grantor reserves the right to change access codes and/or locks for the security of Grantor's property. In the event Grantor changes access codes and/or locks, Grantor will provide advance notice and arrange for the transfer of the new codes and/or locks to the Grantee and Grantee promises not to distribute the new codes or keys without the express written approval of the Grantor. Upon request of the Grantor, Grantee shall provide a list identifying anyone with an Access Code or key.

Grantor further reserves unto itself the exclusive rights to maintain, repair or improve the easement area that is contained within the Grantor's property whereby the subject easement area exists, including, but not limited to, performing routine grading services to ensure safe passage for ingress and egress.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the land and be appurtenant to Grantee's Property. This Agreement shall run with the title to and burden the easement area of Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their heirs and assigns.

7. Termination and Relocation. Should both parties to this Agreement agree to the termination of the easement granted herein, said termination shall be placed in writing and in recordable form.



8. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.

10. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and this Agreement may not be amended, modified, altered or terminated except by written agreement signed by Grantor and Grantee.

11. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Beaufort County, its successors and assigns, and Duncan Farms, LP, its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this within Access Easement Agreement to be executed, by their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

GRANTOR: Beaufort County

WITNESSES:

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

\_\_\_\_\_  
By: John Weaver  
Its: Interim Administrator

State of South Carolina     )  
  )  
County of Beaufort         )

Acknowledgement

I, \_\_\_\_\_, do hereby certify that John Weaver, Interim County Administrator, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

WITNESSES:

GRANTEE: Duncan Farms, LP

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

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

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF BEAUFORT         )

Acknowledgement

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

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

**EXHIBIT A**  
**EASEMENT DESCRIPTION**

A Non-Exclusive, Perpetual Access Easement over and across a portion of property owned by Grantor being described as:

All that certain piece parcel or lot of land situate, lying and being near Lobeco in Beaufort County, South Carolina and being shown and drawn as a "30' Access Easement" on that certain drawing dated July 8, 2014 and revised on January 21, 2015 by Gary Blair Burgess with Andrews & Burgess, Inc., Engineering & Surveying and being attached hereto as Exhibit B. Said 30' Access Easement runs south from Washington Farm Road, a 33' Right of Way, along the eastern boundary line of the Grantor's property and then along the southwest boundary line of the Grantor's property as shown on the attached drawing. For a more complete description as to courses, metes, bounds and distances referenced may be had to the attached drawing.

A portion of: TMP: R700 028 000 0134 0000

This document was prepared by the Law Office of Howell, Gibson & Hughes, P.A., P.O. Box 40, Beaufort, South Carolina, 29901 without the benefit of a title examination or certifications.



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

**Item Title:**

2019B General Obligation Bonds, \$11.275 million

**Council Committee:**

Finance Committee

**Meeting Date:**

April 1, 2019

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

Alicia Holland, Assistant County Administrator, Finance

**Issues for Consideration:**

2019A GO Bonds were issued in the amount of \$11.25 million in Feb/Mar 2019. These bonds are funding the following projects: 1) Administration Building re-skin \$5.5 million, 2) Arthur Horne building replacement Phase I \$3.5 million, 3) Detention Center security upgrades \$1 million, 4) Parks and Recreation pool facility renovations \$540 thousand, 5) Voter Registration building renovations \$250 thousand and 6) Hilton Head Island Airport Atax match \$200 thousand.

**Points to Consider:**

The proposed 2019B GO Bonds in the amount not to exceed \$11.275 million are intended to fund the following projects: 1) Arthur Horne building replacement Phase II \$3.5 million, 2) Public Facilities relocation/renovation \$3.5 million, 3) Information Technology infrastructure \$3 million and 4) Detention Center security upgrades \$1 million.

**Funding & Liability Factors:**

See debt service and millage information attached.

**Council Options:**

Committee can approve, modify or not approve the 2019B GO Bonds.

**Recommendation:**

It is recommended that committee approve the 2019B GO Bonds and forward to full council for three readings and public hearing.

CURRENT DEBT SERVICE FOR 8% GO BONDS				POTENTIAL DEBT SERVICE				ESTIMATED COMBINED DEBT SERVICE	ESTIMATED AD VALOREM TAX REVENUE	Revenue Less Debt Service
FY 2019 DEBT MILLAGE RATE 5.58				Bond Debt Service						
FY 2019 VALUE OF A MIL \$ 1,902,654				Beaufort County, SC						
FY 2020 ESTIMATED VALUE OF A MIL \$ 1,940,000				General Obligation Bonds, Series 2019B						
				** Preliminary Numbers **						
				Rates based on 2019A Bonds plus 0.50%						
Period Ending	Principal	Interest	Debt Service	Period Ending	Principal	Coupon	Interest	Debt Service		
6/30/2020	7,626,429	3,682,271	11,308,700	6/30/2020			213,200	213,200	\$ 11,521,900	\$ 10,825,200 \$ (696,700)
6/30/2021	7,388,772	3,344,656	10,733,428	6/30/2021	365,000	5.000%	426,400	791,400	\$ 11,524,828	\$ 11,041,704 \$ (483,124)
6/30/2022	7,533,797	3,034,810	10,568,607	6/30/2022	385,000	5.000%	408,150	793,150	\$ 11,361,757	\$ 11,262,538 \$ (99,219)
6/30/2023	7,048,002	2,715,039	9,763,041	6/30/2023	400,000	5.000%	388,900	788,900	\$ 10,551,941	\$ 11,487,789 \$ 935,848
6/30/2024	7,141,930	2,419,658	9,561,588	6/30/2024	420,000	5.000%	368,900	788,900	\$ 10,350,488	\$ 11,717,545 \$ 1,367,057
6/30/2025	6,962,430	2,132,899	9,095,329	6/30/2025	445,000	5.000%	347,900	792,900	\$ 9,888,229	\$ 11,951,896 \$ 2,063,667
6/30/2026	3,498,958	1,876,926	5,375,884	6/30/2026	465,000	5.000%	325,650	790,650	\$ 6,166,534	\$ 12,190,933 \$ 6,024,400
6/30/2027	4,015,275	1,745,740	5,761,015	6/30/2027	490,000	5.000%	302,400	792,400	\$ 6,553,415	\$ 12,434,752 \$ 5,881,337
6/30/2028	4,939,667	1,570,100	6,509,767	6/30/2028	515,000	5.000%	277,900	792,900	\$ 7,302,667	\$ 12,683,447 \$ 5,380,780
6/30/2029	5,133,230	1,368,763	6,501,993	6/30/2029	540,000	5.000%	252,150	792,150	\$ 7,294,143	\$ 12,937,116 \$ 5,642,973
6/30/2030	4,023,884	1,175,477	5,199,361	6/30/2030	565,000	3.000%	225,150	790,150	\$ 5,989,511	\$ 13,195,858 \$ 7,206,347
6/30/2031	4,168,213	1,033,880	5,202,093	6/30/2031	585,000	3.000%	208,200	793,200	\$ 5,995,293	\$ 13,459,776 \$ 7,464,482
6/30/2032	4,312,791	887,541	5,200,332	6/30/2032	600,000	2.750%	190,650	790,650	\$ 5,990,982	\$ 13,728,971 \$ 7,737,989
6/30/2033	4,471,337	755,414	5,226,751	6/30/2033	615,000	2.875%	174,150	789,150	\$ 6,015,901	\$ 14,003,550 \$ 7,987,650
6/30/2034	4,131,308	617,645	4,748,953	6/30/2034	635,000	3.000%	156,469	791,469	\$ 5,540,422	\$ 14,283,622 \$ 8,743,199
6/30/2035	3,286,080	489,764	3,775,844	6/30/2035	655,000	3.125%	137,419	792,419	\$ 4,568,262	\$ 14,569,294 \$ 10,001,032
6/30/2036	3,385,119	386,525	3,771,644	6/30/2036	675,000	3.125%	116,950	791,950	\$ 4,563,594	\$ 14,860,680 \$ 10,297,086
6/30/2037	3,489,434	279,304	3,768,738	6/30/2037	695,000	3.250%	95,856	790,856	\$ 4,559,594	\$ 15,157,893 \$ 10,598,299
6/30/2038	902,071	168,778	1,070,849	6/30/2038	720,000	3.250%	73,269	793,269	\$ 1,864,118	\$ 15,461,051 \$ 13,596,934
6/30/2039	932,743	139,056	1,071,799	6/30/2039	740,000	3.250%	49,869	789,869	\$ 1,861,668	\$ 15,770,272 \$ 13,908,605
6/30/2040	173,614	107,366	280,980	6/30/2040	765,000	3.375%	25,819	790,819	\$ 1,071,799	\$ 16,085,678 \$ 15,013,879
	94,565,084	29,931,611	124,496,695		11,275,000		4,765,350	16,040,350		

Note: Estimated ad valorem tax revenue is based on holding the millage rate at 5.58 and assuming 2% growth each fiscal year.



ORDINANCE NO. 2019/\_\_\_

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2019B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,275,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Beaufort County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "Code"), and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not to exceed eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State of South Carolina (the "State") may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not to exceed its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code ("Title 11, Chapter 27"), provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) Pursuant to Ordinance No. 2012/10 adopted on August 13, 2012, the County Council adopted Written Procedures related to Tax-Exempt Debt.

(f) The assessed value of all the taxable property in the County as of June 30, 2018, is \$1,813,283,219. Eight percent of the assessed value is \$145,062,657. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$97,748,931. Thus, the County may incur \$47,313,726 of additional general obligation debt within its applicable debt limitation.

(g) It is now in the best interest of the County for County Council to provide for the issuance and sale of not to exceed \$11,275,000 principal amount general obligation bonds of the County to provide funds for the following purposes: (i) capital improvements; (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not to exceed \$11,275,000 aggregate principal amount of general obligation bonds of the County to be designated “\$11,275,000 (or such lesser amount issued) General Obligation Bonds, (appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”), for the purposes set forth in Section 1(g) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the Interim County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the Interim County Administrator and/or his lawfully-authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Regions Bank, Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the Interim County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Bonds; (b) determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the Bonds; (d) determine the redemption provisions, if any, for the Bonds; (e) determine the date and time of sale of the Bonds; (f) receive bids on behalf of the County Council; and (g) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the Interim County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same

aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Series Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there

shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds including the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the Interim County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the Interim County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County, in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Federal Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 14. Declaration of Intent to Reimburse Certain Expenditures. This Resolution shall constitute the County's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the County from a portion of the proceeds of the Bonds for expenditures it anticipates incurring (the "Expenditures") with respect to the Projects prior to the issuance of the Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the IRC) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the IRC. The source of funds for the Expenditures with respect to the Projects will be the County's reserve funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such Projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 15. Eligible Securities. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the



County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth on Exhibit A attached to this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 16. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Interim County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 17. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Interim County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Interim County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Interim County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 18. Filings with Central Repository. In compliance with Section 11-1-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 19. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 20. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 21. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 22. Miscellaneous. The County Council hereby authorizes the Administrator and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The County Council hereby retains Burr & Forman LLP (Burr Forman McNair), as Bond Counsel and Hilltop Securities as Financial Advisor, in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

[Signatures follow]

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2019.

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, County Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

**FORM OF BOND**

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 COUNTY OF BEAUFORT  
 GENERAL OBLIGATION BOND, SERIES 2019B

No. R-

<u>INTEREST</u>	<u>MATURITY</u>	<u>ORIGINAL</u>	
<u>RATE</u>	<u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of \_\_\_\_\_ in \_\_\_\_\_ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable \_\_\_\_\_ 1, 20\_\_\_\_, and semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently \_\_\_\_\_ in \_\_\_\_\_ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the securities depository nominee, is being issued and required to be deposited with the securities depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the securities depository's participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the securities depository and its participants pursuant to rules and procedures established by the securities depository and its participants. The County and the Registrar/Paying Agent will recognize the securities depository nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to participants of the securities depository will be the responsibility of the securities depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by participants of the securities depository will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the securities depository, the securities depository nominee, its participants or persons acting through such participants. While the securities depository nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the securities depository.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. \_\_\_\_\_ duly enacted by the County Council on \_\_\_\_\_, 2019.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.



It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair of County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Beaufort County, South Carolina.

\_\_\_\_\_  
as Registrar

By: \_\_\_\_\_  
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the  
entireties

\_\_\_\_\_  
Custodian  
(Cust.) (Minor)

JT TEN - As joint tenants  
with right of  
survivorship and  
not as tenants in  
common

under Uniform Gifts to Minors

\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
(Authorizing Officer)

\_\_\_\_\_  
Signature(s) must be guaranteed  
by an institution which is a  
participant in the Securities  
Transfer Agents Medallion  
Program ("STAMP") or similar  
program.

\_\_\_\_\_  
NOTICE: The signature to this agreement  
this agreement must correspond with the  
name of the registered holder as it appears  
upon the face of the within Bond in every  
particular, without alteration or enlargement  
or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of Burr & Forman LLP, Columbia, South Carolina, approving the issue of Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk of County Council

**FORM OF NOTICE OF PUBLIC HEARING**

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:30 p.m. on \_\_\_\_\_, 2019.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Beaufort County, South Carolina, in the principal amount of not to exceed \$\_\_\_\_\_ (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) funding capital improvements; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA

**FORM OF NOTICE**

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on \_\_\_\_\_, 2019, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. \_\_\_\_\_ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2019B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$\_\_\_\_\_; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and sale of not to exceed \$\_\_\_\_\_ General Obligation Bonds, Series 2019B (the "Bonds") of the County.

The proceeds of the Bonds will be used for the following purposes: (i) funding capital improvements; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA

**FORM OF NOTICE OF SALE**

## OFFICIAL NOTICE OF SALE

\$ \_\_\_\_\_ GENERAL OBLIGATION BONDS, SERIES 2019B,  
OF BEAUFORT COUNTY, SOUTH CAROLINA

Time of Sale: NOTICE IS HEREBY GIVEN that bids will be received on behalf of Beaufort County, South Carolina (the "County"), until 11:00 a.m, South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2019, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ General Obligation Bonds, Series 2019B, of the County (the "Bonds").

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2<sup>nd</sup> Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2019; will be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on \_\_\_\_\_ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
-------------	--------------------------	-------------	--------------------------

\*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.



In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank will serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2019, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request to Burr & Forman LLP, Attention: Francenia B. Heizer, telephone (803) 799-9800, e-mail: [fheizer@burr.com](mailto:fheizer@burr.com). The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with the County's Financial Advisor, Jeff Minch, Vice President, Hilltop Securities, 5925 Carnegie Boulevard, Suite 380, Charlotte, North Carolina 28209, telephone (704) 654-3451, e-mail: [jeff.minch@hilltopsecurities.com](mailto:jeff.minch@hilltopsecurities.com).

BEAUFORT COUNTY, SOUTH CAROLINA

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Beaufort County, South Carolina (the “County”) in connection with the issuance of \$\_\_\_\_\_ General Obligation Bonds, Series 2019B, Beaufort County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

**SECTION 2. Definitions.** The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Bonds**” shall mean the \$\_\_\_\_\_ General Obligation Bonds, Series 2019B, Beaufort County, South Carolina, dated \_\_\_\_\_, 2019.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean \_\_\_\_\_ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

### SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2019, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population;
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the County;
- (d) Market Value/Assessment Summary of taxable property in County;
- (e) Tax rates for County;
- (f) Tax collections for County; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission.

If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders; and
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or



performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Interim County Administrator

Dated: \_\_\_\_\_, 2018

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina

Name of Issue: \$\_\_\_\_\_ General Obligation Bonds, Series 2019B,  
Beaufort County, South Carolina

Date of Issuance: \_\_\_\_\_, 2018

NOTICE IS HEREBY GIVEN that Beaufort County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

BEAUFORT COUNTY, SOUTH CAROLINA



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Campground Ordinance Revisions

2nd Reading

#### Council Committee:

County Council - Previously Approved by the Natural Resources Committee

#### Meeting Date:

May 13, 2019

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

Melissa Peagler, Long Range Senior Planner

#### Issues for Consideration:

The Planning Commission and Staff reviewed the existing campground ordinance regulations and proposed to make changes that included identifying 3 types of campgrounds suitable for various zoning designations, limiting the length of stay, number of campsites and size/type of accessory uses. After being put on the County Council Agenda for first reading, it was requested that we hold the item until staff could receive additional comments.

#### Points to Consider:

Comments submitted by Attorney Barry Johnson are attached. Staff reviewed the comments and responded as follows:

1. Length of Stay - Requested to allow successive periods of 30 days maximum length of stay. The limit was included to prevent campgrounds from becoming a permanent housing option as has been trending in comparable jurisdictions. The ordinance does not state that two successive 30 day length of stays could not be allowed.
2. Maximum number of campsites - A ratio density has been suggested and was considered initially by staff and the Planning Commission. The Planning Commission determined to put a cap in place in order to limit the overall size of campgrounds in an effort to maintain the character of the area.
3. Accessory Uses - The suggested changes in the language of the ordinance were made as they clarified the existing purpose as indicated by the Planning Commission.

#### Funding & Liability Factors:

#### Council Options:

Approve the attached Ordinance Revisions, Make additional changes to the proposed revisions, Send the revisions back to the Planning Commission for further review or deny the proposed revisions

#### Recommendation:

Approve the Proposed Ordinance with the Revisions



**4.1.190 Recreation Facility: Campgrounds**

Campgrounds shall be defined as the following:

**Primitive Campground** – A campground accessible by walk-in, equestrian, motorized trail vehicles or vehicular traffic where basic facilities may be provided for the comfort and convenience of the campers. Primitive Campgrounds shall comply with the following:

A. Length of Stay. All campers are limited to a 14-day length of stay.

B. Zones – Primitive Campgrounds are allowed in the T1 Natural Preserve zone and all T2 Rural zones.

C. Buffers. Any tent sites shall be located no less than 30 feet from any property line.

D. No RV's ~~or~~ motorized camping trailers, or camping trailers over 20 feet in length shall be allowed.

E. Tree Requirement. Existing Trees shall be left on site, when practical. If there are no trees between campsites at least two trees shall be planted between each campsite

F. Accessory Uses. Facilities for the comfort and convenience of the camper may be provided such as bathing facilities, flushing toilets, grills, tables, fire pits, fire circles, and refuse collection.

**Semi- Developed Campground** - A campground, with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular traffic. Semi-Developed Campgrounds shall comply with the following:

A. Length of Stay. All camping units are limited to a 30-day length of stay.

B. Zones. Semi-Developed Campgrounds can be located within T2 Rural Zones (neighborhood and Rural Center).

C. Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.

D. Minimum RV Pad Size. If RV pads are provided they shall be a minimum of 1,600 square feet. This does not include tent only sites. A maximum number of 200 camp sites.

E. Tree Requirement. Existing trees shall be left between all campsites and/or RV Pads, to the maximum extent practicable. If there are no trees between campsites, tent sites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.

F. Accessory Uses. Recreational facilities and amenities shall be for the purpose of the camper enjoyment including sports facilities, equipment for amusement, playground facilities, swimming pools and a camp store/office. These amenities shall not be for general public use and shall not exceed 3,000 square feet.

**Developed Campground** – A campground with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular traffic. Sites may be substantially developed with tables, refuse containers, flush toilets, bathing facilities, and one or more service buildings. These campsites may have individual water, sewer, and electrical connections. Developed Campgrounds shall comply with the following:

A. Length of Stay. All Camping units are limited to a 30-day length of stay.



B. Zones. Developed Campgrounds can be located within T2 (only Rural Center Zone), ~~C3 Neighborhood Mixed Use Zone~~, C4 Community Center Mixed Use and C5 Regional Center Mixed Use.

C. Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.

D. Minimum RV Pad Size. If RV pads are provided they shall be a minimum of 1,600 square feet. A maximum number of 400 camp sites.

E. Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practical. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.

F. Accessory Uses. Recreational facilities and rural recreation businesses including, but not limited to such as zip lines, horse riding trails, arcades, camp stores, small cafes, small offices, or a club house. ~~Such businesses are intended to be of smaller size, intensity and scale than commercial uses, which would be more commonly found in commercial zoning districts.~~ The size, intensity and scale of such accessory uses should be reasonably related to the particular campground of which such accessory uses are associated. The amenities shall not be for public use.

~~comply with the following:~~

~~A. Buffers. This use shall be screened with a 100 ft. wide, opaque, visual buffer next to all property lines.~~

~~B. Minimum RV Pad Size. RV pads that shall be a minimum of 1,600 square feet.~~

~~C. Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practicable. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite or RV pad.~~

~~D. Accessory Uses. A camp store and entertainment area are allowed as accessory uses to a campground provided they do not exceed 3,000 square feet for every 200 camping spaces or RV pads, and are not advertised off site.~~

~~E. Pumpout Station. A pumpout station meeting SCDHEC requirements shall be provided for camping trailers and recreational vehicles.~~

Table 3.1.60. Consolidated Use Table (continued)

Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI
<b>RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY</b>																		
1. Community Oriented Cultural Facility (Less than 15,000 SF)	--	--	--	--	--	P	--	--	--	--	P	P	P	P	ICP	P	P	--
2. Community Oriented Cultural Facility (15,000 SF or greater)	--	--	--	--	--	S	--	--	--	--	--	S	P	P	--	P	P	--
3. Community Public Safety Facility	--	P	P	P	P	P	--	--	P	P	P	P	P	P	P	P	P	P
4. Institutional Care Facility	--	S	--	--	--	S	--	--	--	--	--	--	P	P	--	P	P	--
5. Detention Facility	--	S	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S
6. Meeting Facility/Place of Worship (Less than 15,000 SF)	--	C	--	C	C	C	C	C	C	C	C	C	C	C	C	C	C	--



### Division 4.3: Temporary Uses and Structures

7. Meeting Facility/Place of Worship (15,000 or greater)	--	S	--	--	--	C	--	--	--	C	C	C	C	C	C	C	C	--
8. Park, Playground, Outdoor Recreation Areas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
9. Recreation Facility: Commercial Indoor	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	P	--
10. Recreation Facility: Commercial Outdoor	--	S	--	--	--	--	--	--	--	--	--	C	C	--	--	C	C	--
11. Recreation Facility: Community-Based	--	--	--	--	--	P	--	--	--	--	--	P	P	P	--	P	P	--
12. Recreation Facility: Golf Course	--	P	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--
13. Recreation Facility: Primitive Campground	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--
14. Recreation Facility: Semi-Developed Campground	--	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--
15. Recreation Facility: Developed Campground	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	P	P	--
16. Ecotourism	S	C	--	C	C	C	--	--	--	--	--	--	--	--	--	--	--	--
17. School: Public or Private	--	--	--	--	--	S	--	--	--	S	P	P	P	P	P	P	--	--
18. School: Specialized Training/Studio	--	--	--	--	--	S	--	--	--	P	P	P	P	P	P	P	P	P
19. School: College or University	--	--	--	--	--	S	--	--	--	--	S	--	S	S	S	S	S	--
<b>INFRASTRUCTURE, TRANSPORTATION, COMMUNICATIONS</b>																		
1. Airport, Aviation Services	--	S	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S
2. Infrastructure and Utilities: Regional (Major) Utility	--	C	C	C	C	C	S	S	S	C	C	C	C	C	C	C	C	C
3. Parking Facility: Public or Commercial	--	--	--	--	--	P	--	--	--	--	--	P	P	P	--	P	P	P
4. Transportation Terminal	--	--	--	--	--	S	--	--	--	--	--	P	P	P	--	P	P	P
5. Waste Management: Community Waste Collection & Recycling	--	C	--	--	--	C	--	--	--	--	--	--	--	--	--	C	C	C
6. Waste Management: Regional Waste Transfer & Recycling	--	S	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C
7. Waste Management: Regional Waste Disposal & Resource Recovery	--	S	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	S
8. Wireless Communications Facility	--	S	S	S	S	S	--	--	--	--	S	S	S	S	S	C	C	C
<b>Land Use Type</b>	<b>T1 N</b>	<b>T2R</b>	<b>T2 RL</b>	<b>T2 RN</b>	<b>T2 RNQ</b>	<b>T2 RC</b>	<b>T3E</b>	<b>T3 HN</b>	<b>T3 N</b>	<b>T3 NO</b>	<b>T4 HC</b>	<b>T4 VC</b>	<b>T4 HCO</b>	<b>T4 NC</b>	<b>C3</b>	<b>C4</b>	<b>C5</b>	<b>SI</b>

"P" indicates a Use that is Permitted By Right.

"C" indicates a Use that is Permitted with Conditions.

"S" indicates a Use that is Permitted as a Special Use.

"TCP" indicates a Use that is permitted only as part of a Traditional Community Plan under the requirements in Division 2.3

"--" indicates a Use that is not permitted.

# JOHNSON & DAVIS, PA

## ATTORNEYS AND COUNSELORS AT LAW

BARRY L. JOHNSON\*  
HUTSON S. DAVIS, JR. \*\*  
S. HARRISON WILLIAMS

\* Certified S.C. Mediator and Arbitrator  
\*\* Certified S.C. Mediator

THE VICTORIA BUILDING  
SUITE 200  
10 PINCKNEY COLONY ROAD  
BLUFFTON, SC 29909

TELEPHONE (843) 815-7121  
TELEFAX (843) 815-7122

BARRY L. JOHNSON  
BARRY@JD-PA.COM

November 28, 2018

Via Hand-Delivery

Eric L. Greenway, AICP  
Community Development Director  
Beaufort County Council  
PO Box 1228  
Beaufort, SC 29901

Re: HHN Comments Regarding CDC Campground Amendments  
J&D, PA File No.L: S17-6559

Dear Eric:

On behalf of HHN, I offer these comments on the draft CDC Amendments regarding RV Parks, campgrounds, etc.

1. Length of Stay. We think the ordinance ought to allow, specifically for successive periods of stay of 30 days max. length. It seems impractical and burdensome, and fictional, to require a couple or family wintering or summering here, for example, to un-hook utilities, etc., and drive out of the park, and then drive right back into a park with a new 30 days and back into and re-hookup in the same spot. Records could be required to satisfy any 30-day Accommodations Tax requirements. This should be made applicable to owned and rented/leased sites. Note, as I understand, the RV Park (said to be on the north end of HHI, but really not in the Town limits, but on Jenkins Island, I think) includes mostly, if not completely, individually, privately owned sites with no 30-day limits.
2. Maximum Number of Camp Sites. We don't think these should be limited to 400 overall, but should be limited to a max of 4 or more per gross park acre.
3. Accessory Uses. If the language in the preamble paragraph for Developed Campground is only about individual RV or campground sites, and not about the park as a whole, then I think we are okay there. But, in the subparagraph 6, regarding Accessory Uses for the park as a whole, we think the language in the first sentence should be broadened to "include, but not be limited to" the presently-drafted, following



JOHNSON & DAVIS, PA

---

Eric L. Greenway, AICP

November 28, 2018

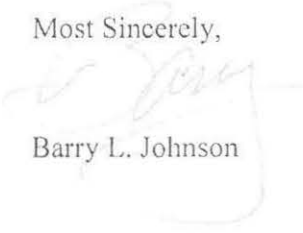
Page Two

list of specifics. Then, we also think that the list of specifics should be broadened to include but not be limited to the list you already have, plus pools, fitness facilities, dog parks, kayak storage and rental, restaurants, entertainment areas, tennis courts, pickle ball courts, etc., and with all of that expanded list of specifics to be on an "and/or" basis, not an "or" basis as presently drafted.

4. Accessory Uses, further comment. The last sentence of the current draft has some very ambiguous language about size, intensity and scale of the accessory uses. I don't think this is well-drafted, nor that it is legally enforceable. More importantly, I don't think it accomplishes what is desired to be accomplished. Understanding that campsites can vary from 2 camp sites to 400 (or even more in my opinion), I would suggest the language be revised to something along these lines: "The size, intensity and scale of such accessory uses should be reasonably related to the particular campground of which such accessory uses are associated." By that definition, I think we all – the public and the campgrounds – are reasonably protected.

Thanking you, and with best wishes, I am

Most Sincerely,



Barry L. Johnson

BLJ:ger

cc: Scratch Golf, LLC

F:\WP\Scratch Golf, LLC\Corresp\20181128\_Ltr to E. Greenway re CDC Campground Amendments.docx