

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
CLERK TO COUNCIL

AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION
Monday, July 22, 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 York Glover
3. **ADJOURN THE JUNE 24, 2019 COUNTY COUNCIL MEETING RETROACTIVELY AT APPROXIMATELY 8:30 P.M.**

[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]

4. **APPROVAL OF AGENDA**
5. **CITIZEN COMMENTS** *[See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes and comments must pertain to items on the Agenda.]*
6. **PROCLAMATIONS**
 - A. Gullah / Geechee Nation Appreciation Week, July 27 - August 4, 2019
 - B. Honor and Observe the Life of Arthur “David” Cook, Jr.
7. **RECOGNITIONS**
 - A. Beaufort Jasper Comprehensive Health’s Migrant Program – National Recognition
8. **CONSENT AGENDA**

A. Items Originating from the Natural Resources Committee – Councilwoman Howard

1. **Appointments and Reappointments to Boards and Commissions** (backup)
 1. Katherine Pringle to the Historic Preservation Board

B. Items Originating from the Governmental Committee – Councilman Sommerville

1. **Appointments and Reappointments to Boards and Commissions** (backup)



1. William McCullough and Philip Kiser to the Parks and Recreation Board
2. Richard Hamilton and Susan Zellman to the Lowcountry Regional Transport Authority

2. First Reading of an ordinance authorizing the execution of a lease for Agnes Major Community Center to the Boys and Girls Club of the Lowcountry (backup)

1. Consideration of approval of first reading on July 22, 2019
2. Public Hearing – Monday, August 26, 2019 beginning at 6:00 p.m., Large Meeting Room, Hilton Head Island Branch Library 11 Beach City Road, Hilton Head Island
3. Governmental Committee recommended approval on June 24, 2019 / Vote 9:0

C. Items Originating from the Finance Committee – Councilman Passiment

1. Rescission of a vote of County Council at the June 17, 2019 meeting-approving item 6.C.1. regarding an increase in the Technical College of the Lowcountry loan amount by \$500,000 for the expansion of their Culinary Training Kitchen

2. First Reading of an ordinance amending the County's 2019 General Bond ordinance (Ordinance No. 2019/21) to add \$500,000 to the bond amount for TCL training kitchen (backup)

1. Consideration of approval of first reading on July 22, 2019
2. Public Hearing – Monday, August 26, 2019 beginning at 6:00 p.m., Large Meeting Room, Hilton Head Island Branch Library 11 Beach City Road, Hilton Head Island
3. Finance Committee recommended approval on June 3, 2019 / Vote 9:0

9. NON-CONSENT

A. Adoption of an inducement resolution providing for a Fee in Lieu of Tax Agreement between Beaufort County and Project Burnt Church (backup)

1. Consideration of adoption on July 22, 2019

B. First Reading of an ordinance adopting an Intergovernmental Agreement with the City of Hardeeville for the collection of Public Facility Development Impact Fees (backup)

1. Consideration of first reading on July 22, 2019
2. Public Hearing – Monday, August 26, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. Finance Committee discussion occurred on June 24, 2019 / Vote 10:0

10. PUBLIC HEARINGS

A. Public Hearing and Second Reading of an ordinance authorizing the execution and delivery of a Fee Agreement by and between Beaufort County, South Carolina and Project Burnt Church Distillery providing for a payment of a Fee in Lieu of Taxes and other matters related thereto (backup)

1. Public Hearing on July 22, 2019
2. Consideration of second reading on July 22, 2019
3. First reading approved, by title only, on June 24, 2019 / Vote 10:0
4. Finance Committee discussion occurred on June 24, 2019 / (no vote was taken)

B. Public Hearing and Second Reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances for 19 Covenant Drive from S1 Industrial to T2 Rural (backup)

1. Public Hearing on July 22, 2019
2. Consideration of second reading on July 22, 2019
3. First reading approved on June 24, 2019 / Vote 10:0
4. Natural Resources Committee recommended approval on June 17, 2019 / Vote 4:0

C. Public Hearing and Third Reading of an ordinance amending the 2008 Osprey Point / Malind Bluff development agreement and PUD (backup) (Exhibit F)

1. Public Hearing on July 22, 2019
2. Consideration of third and final reading on July 22, 2019
3. Second reading approved on June 24, 2019 / Vote 10:0
4. First reading approved on May 28, 2019 / Vote 8:1

D. Public Hearing and Third Reading of an ordinance to authorize the Administrator to execute an amended a lease agreement for the Marshside Mama's building to include the adjacent General Store square footage and to also terminate the existing lease agreement for the General Store space (backup)

1. Public Hearing July 22, 2019
2. Consideration of third and final reading on July 22, 2019
3. Second reading approved on June 24, 2019 / Vote 10:0
4. First reading approved on June 10, 2019 / Vote 10:0

11. TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM JULY 22, 2019 GOVERNMENTAL COMMITTEE MEETING FOR COUNCIL CONSIDERATION

A. Resolution to commission animal service officer to enforce Beaufort County animal ordinances for Beaufort County pursuant to the authority granted in section 4-9-145 of the code of laws of South Carolina, 1976 as amended (backup)

1. Consideration of adoption on July 22, 2019
2. Governmental Committee to consider recommendation on July 22, 2019

B. Resolution to amend Beaufort County Personnel Handbook, Appendix A.9 - County Emergency Disaster Policy & Procedures (backup)

1. Consideration of adoption on July 22, 2019
2. Governmental Committee to consider recommendation on July 22, 2019

C. Appointments and Reappointments to Boards and Commissions (backup)

1. Stu Rodman, Ashley Feaster, and Michael Alsko to the Southern Carolina Alliance Board

12. MATTERS ARISING OUT OF EXECUTIVE SESSION

13. DISCUSSION AND ACTION ITEMS

A. Administrator's Report

B. Committee Reports

Prior Meetings

1. Governmental Committee (July 22, 2019)

Upcoming Meetings

1. Finance Committee (August 5, 2019)
2. Public Facilities Committee (August 5, 2019)
3. Executive Committee (August 12, 2019)
4. Community Services Committee (August 19, 2019)
5. Natural Resources Committee (August 19, 2019)
6. Governmental Committee (August 26, 2019)
7. County Council Meeting (August 26, 2019)

14. **CITIZEN COMMENTS** *[See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes.]*

15. **ADJOURNMENT**



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Appointment to Historic Preservation Board

Council Committee:

Meeting Date:

July 22, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Appointment of Katherine Pringle to the Historic Preservation Board

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Appoint Katherine Pringle to the Historic Preservation Board



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees

Received 4/25/2018



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to give Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- ☐ Accommodations Tax (2% State)
- ☐ Airports
- ☐ Alcohol and Drug Abuse
- ☐ Beaufort-Jasper Economic Opportunity
- ☐ Beaufort-Jasper Water and Sewer
- ☐ Beaufort Memorial Hospital
- ☐ Bluffton Township Fire
- ☐ Burton Fire
- ☐ Children's Foster Care Review
- ☐ Coastal Zone Management Appellate Panel
- ☐ Construction Adjustments and Appeals
- ☐ Daufuskie Island Fire
- ☐ Disabilities and Special Needs
- ☐ Forestry
- ☒ Historic Preservation Review
- ☐ Lady's Island / St. Helena Island Fire
- ☐ Library
- ☐ Lowcountry Area Transportation Study
- ☐ Lowcountry Council of Governments
- ☐ Lowcountry Economic Alliance
- ☐ Lowcountry Regional Transportation Authority
- ☐ Northern Corridor Review
- ☐ Parks and Leisure Services
- ☐ Planning *
- ☐ Rural and Critical Lands Preservation
- ☐ Sheldon Fire
- ☐ Social Services
- ☐ Solid Waste and Recycling
- ☐ Southern Beaufort County Corridor Beautification
- ☐ Southern Corridor Review
- ☐ Stormwater Management Utility
- ☐ Tax Equalization
- ☐ Zoning

DATE: 3/28/18 NAME: Katherine S. Pringle
VOTER REGISTRATION NUMBER: 071416002 OCCUPATION: Retired
TELEPHONE: (Home) 404 (Office) 886-6606 EMAIL: kspringle@yahoo.com
HOME ADDRESS: 32 Partridge Circle STATE: SC ZIP CODE: 29907
MAILING ADDRESS: Same STATE: _____ ZIP CODE: _____
COUNTY COUNCIL DISTRICT: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11

ETHNICITY: ☒ Caucasian ☐ African American ☐ Other

Are you presently serving on a Board, Agency, Commission, Authority or Committee? ☐ Yes ☒ No
No county board, etc

If "yes", when does term expire? _____

If recommended by a Council Member, indicate name: _____

Once completed, please return this form **and a brief resume'** to the Clerk to Council: You may mail it to Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901, email it to boardsandcommissions@bcgov.net, or fax it to 843-255-9401. Applications without a brief resume' cannot be considered. Applications will be held three (3) years for consideration. All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

***Anyone submitting an application for the Planning Commission must fill out the additional questionnaire on page 2.**

Applicant's Signature: [Signature] Date: 3/28/18

KATHERINE S. PRINGLE

32 Partridge Circle, Beaufort, SC 29907

404-886-6606

kspringle@yahoo.com

EXPERIENCE

1980 TO 1985

ARCHITECTURAL DRAFTSPERSON

CHARLESTON, SC AND ATLANTA, GEORGIA

Architectural drafting and presentation drawings for historic commercial and residential buildings

1986 TO 1992

DIRECTOR OF THE HISTORIC FAÇADE PROGRAM

CITY OF ATLANTA'S URBAN DESIGN COMMISSION

ATLANTA, GEORGIA

Program funded by HUD offered through the City of Atlanta's regulatory agency, the Urban Design Commission (AUDC), and the Atlanta Economic Development Corporation, to offer free designs and interest-free loans to renovate building facades in historic areas of downtown Atlanta. Including the Martin Luther King, Jr. Historic District, Southern Peachtree Street and the Castleberry Hill Warehouse District. All designs required to conform with the Secretary of the Interior's Standards for Rehabilitation. Responsible for promoting the program with property owners, creating the façade designs, obtaining design approval from the AUDC and the State Historic Preservation Office, choosing contractors and monitoring construction.

1992 TO 1995

QUALITY CONTROL AND WARRANTY DEPARTMENT MANAGER

JOHN WEILAND HOMES

ATLANTA, GEORGIA

Performed new home orientation inspections for subdivisions within the metropolitan Atlanta area. Responsible for quality control of product through inspections and warranty service work. Completed training as a home inspector for 1992 Building Code compliance.

1995 TO 2005

DIRECTOR OF NEW PRODUCT DEVELOPMENT

RICHPORT PROPERTIES

ATLANTA, GEORGIA

Performed new home orientations inspections. Managed warranty staff and service. Responsible for quality control of product. Redesigned product to meet Traditional Neighborhood Development elements. Managed the company's product participation and followed architectural design requirements for the Clark's Grove TND (Duany-inspired) in Covington, Georgia. Acted as the Home Owners Association and Architectural Control for all subdivisions. Chaired Warranty Task Force for the builders in the Greater Atlanta Home Building Association.

2005 TO 2007

PRINGLE DESIGN INCORPORATED

ATLANTA, GEORGIA

Offered architectural designs and construction monitoring service for residential remodeling and renovations with an emphasis on Historical Preservation.

EDUCATION

1975-1975

BACHELORS OF FINE ARTS

COLLEGE OF CHARLESTON, CHARLESTON, SOUTH CAROLINA

Degree concentration in architectural history. Received Governor's Internship with the National Trust for Historic Preservation at Drayton Hall Plantation.

1980-1981

COURSEWORK ARCHITECTURAL ENGINEERING AND CONSTRUCTION

TRIDENT TECHNICAL COLLEGE

CHARLESTON, SOUTH CAROLINA

1983-1985

COURSEWORK MASTERS OF ARCHITECTURE

GEORGIA INSTITUTE OF TECHNOLOGY

ATLANTA, GEORGIA

1985-1990

MASTERS OF HERITAGE PRESERVATION

GEORGIA STATE UNIVERSITY

ATLANTA, GEORGIA

CURRENT ACTIVITIES

- RETIRED
- MANAGE PROPERTIES HELD BY WYATT B. PRINGLE FAMILY ESTATE
- FOUND OBJECT ASSEMBLAGE ARTIST
- STEERING COMMITTEE MEMBER SEA ISLAND CORRIDOR COALITION
- ARCHITECTURAL CONTROL COMMITTEE FOR PARTRIDGE WOODS SUBDIVISION
- INFILL AND HOUSING THAT IS AFFORDABLE COMMITTEE MEMBER FOR CITY OF BEAUFORT REDEVELOPMENT COMMISSION



Received 1/31/2018

COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees

Rec. 1-31-18



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BOARDS AND COMMISSIONS

- ___ Accommodations Tax (2% State)
- ___ Airports
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- ___ Beaufort-Jasper Economic Opportunity
- ___ Beaufort-Jasper Water and Sewer
- ___ Beaufort Memorial Hospital
- ___ Bluffton Township Fire
- ___ Burton Fire
- ___ Coastal Zone Management Appellate Panel
- ___ Construction Adjustments and Appeals
- ___ County Transportation
- ___ Daufuskie Island Fire
- ___ Disabilities and Special Needs
- 1 Design Review
- ___ Economic Development Corporation
- ___ Forestry
- 2 Historic Preservation Review
- ___ Keep Beaufort County Beautiful
- ___ Lady's Island / St. Helena Island Fire
- ___ Library
- ___ Lowcountry Council of Governments
- ___ Lowcountry Regional Transportation Authority
- ___ Parks and Leisure Services
- ___ Planning *
- ___ Rural and Critical Lands Preservation
- ___ Sheldon Fire
- ___ Social Services
- ___ Solid Waste and Recycling
- 3 Southern Beaufort County Corridor Beautification
- ___ Stormwater Management Utility
- ___ Tax Equalization
- ___ Zoning

DATE: 1/25/18 NAME: KATHERINE S. PRINGLE

VOTER REGISTRATION NUMBER: 071416002 OCCUPATION: RETIRED

TELEPHONE: (Home) 404-886-6606 (Office) _____ EMAIL: kspringle@yahoo.com

HOME ADDRESS: 32 PARTRIDGE CIRCLE STATE: SC ZIP CODE: 29907

MAILING ADDRESS: SAME STATE: _____ ZIP CODE: _____

COUNTY COUNCIL DISTRICT: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11

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Applicant's Signature: [Signature] Date: 1/25/18

KATHERINE S. PRINGLE

32 Partridge Circle, Beaufort, SC 29907

404-886-6606

kspringle@yahoo.com

Beaufort County Design Review Board

EXPERIENCE

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ARCHITECTURAL DRAFTSPERSON

CHARLESTON, SC AND ATLANTA, GEORGIA

Architectural drafting and presentation drawings for historic commercial and residential buildings

1986 TO 1992

DIRECTOR OF THE HISTORIC FAÇADE PROGRAM

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ATLANTA, GEORGIA

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- MANAGE PROPERTIES HELD BY PRINGLE FAMILY ESTATE
- FOUND OBJECT ASSEMBLAGE ARTIST
- ARCHITECTURAL CONTROL COMMITTEE FOR PARTRIDGE WOODS SUBDIVISION

RE: Request for Verification of Council District and Voter Registration Number

Weitz, Kristina

Sent: Thursday, February 01, 2018 9:33 AM

To: Rainey, Sue

Ms. Sue,

I was off yesterday, but everything is accurate for Ms. Pringle.

Have a nice day!

Kris

From: Rainey, Sue

Sent: January 31, 2018 08:30

To: Weitz, Kristina

Subject: Request for Verification of Council District and Voter Registration Number

Good morning,

Katherine S. Pringle
32 Partridge Circle
Lady's island, SC 29907
Council Disrtric 2
071416002

Thank you, Sue

Bennett, Ashley

From: Bennett, Ashley
Sent: Wednesday, April 25, 2018 4:25 PM
To: #COUNCIL
Subject: Boards and Commissions / Application / Katherine Pringle
Attachments: pringle-katherine.pdf

Good afternoon,

Attached you will find an updated application from Ms. Katherine Pringle, who would like to serve on the Historic Preservation Review Board.

Thank you,
Ashley





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Appointment and Consideration of Parks Board Members

Council Committee:

Governmental Committee

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Philip Foot (Assistant County Administrator)

Issues for Consideration:

The Parks and Recreation Board currently has two vacancies.

Points to Consider:

We will like to consider William McCullough and Philip Kiser to be members of the Parks and Recreation Board.

Funding & Liability Factors:

N/A

Council Options:

To decide whether or not to appoint Mr. McCullough and Mr. Kiser to the Parks Board.

Recommendation:

We recommend them to this position.



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees

Received
4/10/19



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- ☐ Burton Fire
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- ☐ Keep Beaufort County Beautiful
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- ☐ Library
- ☐ Lowcountry Council of Governments
- ☐ Lowcountry Regional Transportation Authority
- ☒ Parks and Leisure Services
- ☐ Planning *
- ☐ Rural and Critical Lands Preservation
- ☐ Sheldon Fire
- ☐ Social Services
- ☐ Solid Waste and Recycling
- ☐ Southern Beaufort County Corridor Beautification
- ☐ Stormwater Management Utility
- ☐ Tax Equalization
- ☐ Zoning

DATE: 4/9/19 NAME: PHILIP J KISER
VOTER REGISTRATION NUMBER: 470266828 OCCUPATION: RETIRED
TELEPHONE: (Home) 843-842-6615 (Office) — EMAIL: PHILKISER9947@GMAIL.COM
HOME ADDRESS: 37 GROVEVIEW AVENUE STATE: SC ZIP CODE: 29910
MAILING ADDRESS: SAME STATE: — ZIP CODE: —
COUNTY COUNCIL DISTRICT: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☒ 8 ☐ 9 ☐ 10 ☐ 11
ETHNICITY: ☒ Caucasian ☐ African American ☐ Other
Are you presently serving on a Board, Agency, Commission, Authority or Committee? ☐ Yes ☒ No
If "yes", when does term expire? —
If recommended by a Council Member, indicate name: —

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***Anyone submitting an application for the Planning Commission must fill out the additional questionnaire on page 2.**

Submit by Email

Applicant's Signature: Philip J Kiser Date: 4/9/19

Background Information

For

Phil Kiser

Personal

Born in Youngstown, Ohio – 9/9/1947

Graduated High School – Lehman High School – Canton, OH-1966

Graduated College – Grove City College – Grove City, PA -1970

Graduated Graduate School – The Ohio State University-Columbus, OH-1985

Wife – Robyn (also a Kiwanian) – Married 1/24/1970

One Son – Pete – born 2/7/76

One Daughter – Beth – born 2/9/79

One Grandson – Austin – born 11/15/2000

Current home – 37 Groveview Avenue, Bluffton, SC 29910

Professional

Youth/Physical Director – South Side YMCA – Columbus, OH 6/15/1970 to 4/30/1971

Parks & Recreation Director – City of Reynoldsburg, OH 5/1/1970 to 3/1/2002 – Retired

Certified Recreation and Parks Professional – National Recreation and Parks Association

Athletic Director – Waggoner Road Junior High School- Reynoldsburg, OH 8/1/2007 to 6/15/2010

Assistant to Athletic Director – Bluffton High School – Bluffton, SC 11/15/2014 to present

Hobbies

Athletic Officiating – High School and College (Division III) for 42 years – Football, Basketball, Baseball and Fast Pitch Softball

Ordained Elder – Presbyterian Church of United States of America – Brookwood Presbyterian, Parkview Presbyterian and Low Country Presbyterian

Page Two

Master Mason – Masonic Blue Lodge-Raised 3/15/1980-Reynoldsburg, OH Lodge 340

Member Ohio High School Athletic Association Officials Hall of Fame – 7/23/2005

Member Reynoldsburg High School Athletic Wall of Fame – 8/20/1995

Member The Ohio State University Alumni Association – 6/15/1985

Kiwanis Experience

Joined Southern Kiwanis Club (later German Village Club) – Columbus, OH – 1970-2007

Club President of German Village Kiwanis Club – Columbus, OH – 1973-74

Club Secretary of German Village Kiwanis Club – Columbus, OH – 1980 to 2007

Lt. Governor – Division 10S – Ohio District – 1979-80

District Membership Chair – Ohio District – 1980-81 & 1981-82

Member Reynoldsburg Kiwanis Club – Reynoldsburg, OH – 2007-2013

Club Secretary of Reynoldsburg Kiwanis Club – Reynoldsburg, OH 2008-2013

Member Hilton Head-Palmetto Kiwanis Club – Hilton Head Island, SC 2012 to present

Club President Hilton Head-Palmetto Kiwanis Club – Hilton Head Island, SC 2013-15

Lt. Governor – Division 21 – Carolinas District – 3/15/2015 to present

Gadson, Princess

From: Weitz, Kristina
Sent: Wednesday, April 10, 2019 4:25 PM
To: Gadson, Princess
Subject: RE: Voter Registration & Council District

His is perfect!

From: Gadson, Princess <pgadson@bcgov.net>
Sent: Wednesday, April 10, 2019 16:20
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: RE: Voter Registration & Council District

I have one more application that just came in.

Could you also verify the VR# and council district for this gentleman as well?

Philip J. Kiser
37 Groveview Avenue
Bluffton, SC 29910

VR# 470266828
Council District - 9

Princess B. Gadson
Senior Administrative Assistant
Beaufort County Council
843.255.2182

Beaufort County Government Robert Smalls Complex
100 Ribaut Road | PO Drawer 1228 | Beaufort, SC 29902



From: Weitz, Kristina <kweitz@bcgov.net>
Sent: Wednesday, April 10, 2019 3:03 PM
To: Gadson, Princess <pgadson@bcgov.net>
Subject: RE: Voter Registration & Council District

Everything is perfect except his voter registration number starts with 07.

Respectfully,

Kristina Weitz
Voter Registration and Elections Coordinator
Board of Voter Registration and Elections of Beaufort County
15 John Galt Road – Post Office Drawer 1228



COUNTY COUNCIL OF BEAUFORT COUNTY

County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to give Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- Accommodations Tax (2% State)
- Airports
- Alcohol and Drug Abuse
- 3 Beaufort-Jasper Economic Opportunity
- Beaufort-Jasper Water and Sewer
- Beaufort Memorial Hospital
- Bluffton Township Fire
- Board of Assessment Appeals
- Burton Fire
- Coastal Zone Management Appellate Panel
- Construction Adjustments and Appeals
- County Transportation
- Daufuskie Island Fire
- Disabilities and Special Needs
- Design Review
- 2 Economic Development Corporation
- Forestry
- Historic Preservation Review
- Lady's Island / St. Helena Island Fire
- Library
- Lowcountry Council of Governments
- Lowcountry Regional Transportation Authority
- 1 Parks and Leisure Services
- Planning *
- Rural and Critical Lands Preservation
- Sheldon Fire
- Social Services
- Solid Waste and Recycling
- Southern Beaufort County Corridor Beautification
- Stormwater Management Utility
- Zoning

DATE: 04/20/2017 NAME: Will McCullough

VOTER REGISTRATION NUMBER: 074448391 OCCUPATION: Real Estate Broker/Business Owner

TELEPHONE: (Home) (843) 441-8286 (Office) (843) 441-8286 EMAIL: Will@EquitySafeRealty.com

HOME ADDRESS: 18 Rivers Ct, Beaufort STATE: SC ZIP CODE: 29907

MAILING ADDRESS: 18 Rivers Ct, Beaufort STATE: SC ZIP CODE: 29907

COUNTY COUNCIL DISTRICT: 1 2 3 4 5 6 7 8 9 10 11

ETHNICITY: ☒ Caucasian ☐ African American ☐ Other

Are you presently serving on a Board, Agency, Commission, Authority or Committee? ☒ Yes ☐ No

If "yes", when does term expire? 6/30/18 - Not a conflict

If recommended by a Council Member, indicate name: Paul Sommerville

Once completed, please return this form and a **brief resume** to the Clerk to Council: You may mail it to Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901, email it to boardandcommissions@bcgov.net, or fax it to 843-255-9401. Applications without a brief resume cannot be considered. Applications will be held three (3) years for consideration. All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME WITH THIS APPLICATION TO BE CONSIDERED

An incomplete application will be returned

***Anyone submitting an application for the Planning Commission must fill out the additional questionnaire on page 2.**

Applicant's Signature: Date: 4/20/17

William L McCullough

Will@EquitySafeRealty.com

1-843-441-8286

18 Rivers Ct, Beaufort SC, 29907

Objective:

To serve my local community via the Parks and Leisure Services board

Education:

Cranberry High School, Cranberry Pa, Class of 1988

USMC: Combat Engineer, Drill Instructor, Close Combat Instructor: 1988-1997

Various SC LLR real estate related courses : 2002 – present

Experience:

RE Crowther Construction, Laborer: 1986-1988

USMC: Engineer, Close Combat Instructor, Demolitions Instructor, Senior Drill Instructor: 1988-1997

McCullough Submission Fighting, LLC (now "Beaufort MMA"), Owner: 1996-2003

Titan Investments LLC, Co-Owner: 1999-2003

Ballenger Realty, Realtor: 2003-2006

ReMax Realty, Realtor: 2006-2009

Lowcountry Real Estate, Associate Broker: 2009-2015

McCullough Developmet, Inc, President: 2003-Present

EquitySafe Realty, LLC, Owner/Broker in Charge: 2016-Present

South Carolina State Athletic Commission, Dept of LLR, Chairman: 2014-Present

Family:

Wife: Deena J McCullough, Co-Owner - EquitySafe Realty, LLC

Daughter: Keara F McCullough, age 18 -Senior at Beaufort High School, attending USC in the fall

Son: Cooper R McCullough, age 11 – 5th Grader at Bridges Preparatory School and all around great kiddo

Bennett, Ashley

From: Weitz, Kristina
Sent: Thursday, April 20, 2017 1:17 PM
To: Bennett, Ashley
Subject: RE: application & short resume attached

*All of his information is correct **except** he is in County Council District 2.*

Have a good day!

Kris

From: Bennett, Ashley
Sent: April 20, 2017 13:03
To: Weitz, Kristina
Subject: FW: application & short resume attached

Please confirm the VR# and County Council District for the attached application. Thanks

Thank You,
Ashley Bennett

From: Will McCullough [<mailto:Will@equitysaferealty.com>]
Sent: Thursday, April 20, 2017 11:10 AM
To: boardsandcommissions <boardsandcommissions@bcgov.net>
Subject: application & short resume attached

To whom it may concern,

Attached for consideration please find a 2 page copy of my completed board/commission application and short resume.

If you would, please confirm receipt, thank you, have a great day!

Will McCullough
Owner/Broker in Charge - EquitySafe Realty, LLC
Chairman - SC State Athletic Commission, Dept of LLR

Mobile: 1-843-441-8286
Office: 1-843-YOU-LIST
We cut costs, not corners.™



This electronic communication and any files transmitted with it, or attached to it, are confidential and are intended solely for the use of the individual or entity to who it is addressed and may contain information that is confidential, legally privileged, protected by privacy laws, or otherwise restricted from disclosure to anyone else. If you are not the intended recipient or the person

Bennett, Ashley

From: Bennett, Ashley
Sent: Thursday, April 20, 2017 3:12 PM
To: #COUNCIL
Cc: Will McCullough
Subject: Application / Boards and Commissions
Attachments: mccullough.will.pdf

Good afternoon,

Mr. McCullough has submitted an application to serve as a member of one of the following Boards/Commissions: Parks and Leisure Services Board, Economic Development Corporation, or Beaufort-Jasper Economic Opportunity Authority. His application is attached.

Thank You,
Ashley



Ashley Bennett

Clerk to Council
COUNTY COUNCIL

(843) 255-2183 Work
abennett@bcgov.net

P.O. Drawer 1228
Beaufort, SC 29901



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Reappointments to the LRTA Board

Council Committee:

Governmental Committee

Meeting Date:

July 22, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Terms expired in February:
Need to reappoint Richard Hamilton and Susan Zellman to the LRTA Board

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Reappoint Richard Hamilton and Susan Zellman to the Lowcountry
Regional Transport Authority Board

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

Seeking Reappointment
Intent Unknown
Vacancy / Resignation

LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
1. Barbara Ann C. Childs 1010 Hodge Drive P.O. Box 4665, Beaufort 29903 Beaufort, SC 29906 barbarac@bcgov.net shine-n-joy@excite.com	(H)843-846-4270 (O)843-255-2140 (M)843-986-8385	11/28/2011	4/14/2014 3/12/2018	4	2/22	1	Other	North	Female
2. Richard H. Hamilton, Chairman 43 Farnsleigh Avenue Bluffton, SC 29910 rhamiltonz@aol.com	(H)843-815-2032 (O)843-540-9413	3/9/2015		4	2/19	7	Caucasian	South	Male
3. Susan M. Zellman, Vice Chairman 26 Wataugua Court Bluffton, SC 29909 susan@zellman.us	(H)843-226-1367 (M)862-266-7302	4/11/2016 (partial-term)		4	2/19	6	Caucasian	South	Female

Authorized Membership: 8

(Three - Beaufort)
(One - Allendale)
(Two - Colleton)
(One - Hampton)
(One - Jasper)

Vacancies: 0

Terms Expired: 2

Historical Background:

S.C. Act 417 of 1973

APPLICATION

COUNTY COUNCIL OF BEAUFORT COUNTY
Citizens Volunteer for Service
County Boards, Agencies, Commissions and Authorities

County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions and Authorities from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to give Council basic information about each volunteer.

DATE: October 19, 2011 NAME: Richard H Hamilton VOTER REGISTRATION NUMBER: 4 491 032
OCCUPATION: Retired (President-CSX Insurance Company) TELEPHONE: (Home) 843-815-2032 (Office) 843-540-9413 cell
HOME STREET ADDRESS: 43 Farnsleigh Avenue, Bluffton, SC 29910 MAILING ADDRESS: same

Are you presently serving on a Board, Agency, Commission or Authority? no If "yes," when does your term expire? _____
If recommended by a Council Member, indicate name: _____ ETHNICITY (Optional) Caucasian ☒ African American ☐ Other ☐

TOP THREE PRIORITIES: Please indicate by placing a "1", "2", or "3" alongside the Board, Agency, Commission or Authority which you choose.

BOARDS	AGENCIES	COMMISSIONS	AUTHORITIES
<input type="checkbox"/> Accommodations Tax <input type="checkbox"/> Airports <input type="checkbox"/> Alcohol and Drug Abuse <input type="checkbox"/> Construction Adjustments & Appeals <input type="checkbox"/> Disabilities and Special Needs <input type="checkbox"/> Historic Preservation Review <input type="checkbox"/> Library <input type="checkbox"/> Northern Corridor Review <input type="checkbox"/> Parks and Leisure Services <input type="checkbox"/> Planning * <input type="checkbox"/> Rural and Critical Lands Preservation <input type="checkbox"/> Solid Waste and Recycling <input type="checkbox"/> Southern Corridor Review <input type="checkbox"/> Stormwater Management Utility <input type="checkbox"/> Tax Equalization <input type="checkbox"/> Zoning Appeals	<input type="checkbox"/> Beaufort Memorial Hospital <input type="checkbox"/> Bluffton Township Fire <input type="checkbox"/> Daufuskie Island Fire <input type="checkbox"/> Sheldon Township Fire	<input type="checkbox"/> Burton Fire District <input type="checkbox"/> LI/St. Helena Island Fire District	<input type="checkbox"/> B/J Economic Opportunity Authority <input type="checkbox"/> B/J Water and Sewer Authority <input type="checkbox"/> Coastal Zone Management Appellate Panel <input type="checkbox"/> Forestry Commission <input type="checkbox"/> Foster Care Review Board <input type="checkbox"/> Lowcountry Council of Governments <input type="checkbox"/> Lowcountry Regional Transportation <input type="checkbox"/> Social Services

Application to remain active.
Date: 4/10/13
Time: 4:48 PM

COUNTY COUNCIL DISTRICT:

Please encircle your County Council District No.

[1] [2] [3] ☒ [4] [5] [6] [7] [8] [9] [10] [11]

CONFLICT OF INTEREST STATEMENT: I, Richard H Hamilton, as a voting member of the Lowcountry Regional Transportation Board,

Agency, Commission or Authority, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

Applicant's Signature: Richard H Hamilton

Once completed, please return this form and a brief resume* to the Clerk to Council: You may mail it to Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901, email it to boardsandcommissions@bcgov.net, (must save and attach file) or fax it to 843-255-9401. Applications without a brief resume* cannot be considered. Applications will be held three (3) years for consideration. All information contained on this application is subject to public disclosure.

*Anyone submitting an application for the Planning Commission must fill out an additional questionnaire. An incomplete application will be returned.

October 19, 2011

Richard H. Hamilton, ARM

Rick Hamilton retired on October 1, 2008, as President and General Manager of CSX Insurance Company, headquartered in Charleston, South Carolina. CSX Insurance is the captive insurance subsidiary of CSX Corporation, a surface transportation company with interests in railroads, trucking, real estate and resorts. Rick was responsible for captive insurance company management, including the development, implementation and control of programs involving insurance products, financial services, and contracted claims management for all CSX Corporation subsidiaries.

Rick has been with CSX and its predecessor companies since 1971, with a concentration in Risk Management since 1981. He was involved with the initial ERISA compliance for the company sponsored pension program. He has been involved in planning and implementation of programs and data systems in conjunction with several mergers and consolidations of diverse risk management functions.

Rick served as Chair of the Government Relations Committee for the South Carolina Captive Insurance Association, in addition to his responsibilities as Board member.

Rick is a past Board Chair for the Captive Insurance Companies Association and a past Board Chair of Vermont Captive Insurance Association. He is a Past Advisory Board Member for the Vermont Insurance Institute. He has served as President for both the Railroad Insurance Management Association and the North Florida Chapter of the Risk and Insurance Management Society.

Rick received an M.B.A. from Jacksonville University, a B.B.A. from the University of North Florida and an A.A.S., Accounting Major, from the University of Louisville. He also holds the designation of Associate in Risk Management awarded by the Insurance Institute of America.

Rick has served as a director for the Boards of Railroad Association Insurance, Ltd., (Bermuda), Transportation and Railroad Assurance Company, Ltd., (Bermuda), Tortuga Casualty Company, (Cayman) and General American Insurance Company (Vermont.)

Lowcountry Regional Transportation Authority

Post Office Box 2029
Bluffton, SC 29910
Phone: (843) 757-5782

January 23, 2015

Beaufort County Council Chairman Paul Sommerville
Post Office Box 1228
Beaufort SC 29901-1228

Re: Beaufort County Vacancies on the Lowcountry Regional Transportation Authority

Dear Chairman Sommerville:

The Executive Board of the Lowcountry Regional Transportation Authority (LRTA) respectfully requests that Beaufort County Council appoint two (2) members to fill their LRTA vacancies.

Having reviewed the resumes of candidates requesting consideration for appointment to LRTA by Beaufort County, the LRTA Executive Board highly recommends:

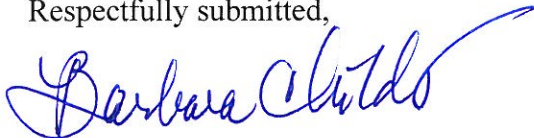
- Ms. Sarah Eliasoph, and
- Mr. Richard Hamilton.

Should either not accept the appointment, the LRTA Executive Board recommends Mr. Timothy Kitty as an alternate.

As we move into 2015, a full LRTA Board is needed meet their goals to serve the community.

Again, your consideration is respectfully requested in filling the two Beaufort County vacancies on the LRTA Board.

Respectfully submitted,



Barbara Childs
LRTA Board Vice Chairman
Beaufort County Representative

cc: Dave Blauch, LRTA Board Chairman

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

WM. WESTON J. NEWTON
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
HERBERT N. GLAZE
WILLIAM L. MCBRIDE
STEWART H. RODMAN
GERALD W. STEWART
LAURA VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

LADSON F. HOWELL
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

October 21, 2011

Mr. Richard H. Hamilton
43 Farnsleigh Avenue
Bluffton, SC 29910

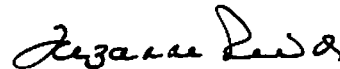
Dear Mr. Hamilton:

This letter acknowledges receipt of your application to serve the citizens of Beaufort County on one of our boards, agencies or commissions. On behalf of the County Council, please accept our sincere appreciation for your willingness to volunteer in this capacity.

Your application will remain on file for three (3) years from October 21, 2011, and whenever a vacancy occurs on the board, agency or commission you have indicated, your application will be submitted to the Council committee that reviews all applicants. Please understand that we receive many applications and it would be in your best interest to directly discuss a particular vacancy with the County Council member who represents your district.

Once again, thank you for your interest in Beaufort County.

Sincerely,



Suzanne M. Rainey
Clerk to Council

SMR/amm

APPOINTMENT

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
STEVEN G. FOBES
ALICE G. HOWARD
WILLIAM L. MCBRIDE
STUART H. RODMAN

GARY KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINY
CLERK TO COUNCIL

March 12, 2015

Mr. Richard Hamilton
43 Farnsleigh Avenue
Bluffton, SC 29906

Re: Lowcountry Regional Transportation Authority

Dear Mr. Hamilton:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Lowcountry Regional Transportation Authority.

This will be a four-year appointment, which expires February 2019 and, we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Lowcountry Regional Transportation Authority. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Lowcountry Regional Transportation Authority, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation

cc: Barbara Childs, Board Chairman

Mary Lou Franzoni, Board Administrator

REAPPOINTMENT

Rainey, Sue

From: Mary Lou Franzoni <mfranzoni@palmettobreezetransit.com>
Sent: Tuesday, November 13, 2018 9:40 AM
To: Rainey, Sue
Subject: RE: LRTA Board Members

Yes, they are.

From: Rainey, Sue <suer@bcgov.net>
Sent: Tuesday, November 13, 2018 9:30 AM
To: Franzoni, Mary <mfranzoni@palmettobreezetransit.com>
Subject: LRTA Board Members

Good morning,

Richard Hamilton's and Suzan Zellman's terms are expiring February 2019. Please let me know if they are seeking reappointment.

Thank you. sue

CONFLICT OF INTEREST

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) STATEMENT

The South Carolina Code of Laws, 1976, as amended, Section 8-13-700 provides that no member of a public board agency, commission or authority shall use his/her membership or position on such board, agency, commission or authority to obtain an economic interest for himself/herself, a member of his/her immediate family, an individual of whom he/she is associated, or business of which he/she is associated.

If during the course of discharging his/her responsibilities, a member finds himself/herself required to take an action or make a decision which affects the economic interest of himself/herself, a member of their immediate family or individuals with whom he/she is associated or business with whom he/she is associated, he/she shall prepare a written statement describing the potential conflict of interest and submit the same to the head of the board agency or commission or authority on which they sit.

Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

Family members include the following:

- (a) Your spouse.
- (b) Any parent or child of you or your current spouse.
- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Richard H Hamilton
(signed)

March 28, 2017
(date)

Richard H Hamilton
(print name)

Lowcountry Regional Transportation Authority
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) STATEMENT

The South Carolina Code of Laws, 1976, as amended, Section 8-13-700 provides that no member of a public board agency, commission or authority shall use his/her membership or position on such board, agency, commission or authority to obtain an economic interest for himself/herself, a member of his/her immediate family, an individual of whom he/she is associated, or business of which he/she is associated.

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YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

Family members include the following:

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- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Richard H. Hamilton
(signed)

April 26, 2017
(date)

Richard H. Hamilton
(print name)

Lowcountry Regional Transportation Auth.
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) STATEMENT

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Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

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- (a) Your spouse.
- (b) Any parent or child of you or your current spouse.
- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Richard H. Hamilton
(signed)

June 22, 2016
(date)

Richard H. Hamilton
(print name)

Lowcountry Regional Transportation Authority
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

RESIGNATION

APPLICATION



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to give Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- ___ Accommodations Tax (2% State)
- ___ Airports
- ___ Alcohol and Drug Abuse
- ___ Beaufort-Jasper Economic Opportunity
- ___ Beaufort-Jasper Water and Sewer
- ___ Beaufort Memorial Hospital
- ___ Bluffton Township Fire
- ___ Burton Fire
- ___ Children's Foster Care Review
- ___ Coastal Zone Management Appellate Panel
- ___ Construction Adjustments and Appeals
- ___ Daufuskie Island Fire
- ___ Disabilities and Special Needs
- ___ Forestry
- ___ Historic Preservation Review
- ___ Lady's Island / St. Helena Island Fire
- ___ Library
- ___ Lowcountry Area Transportation Study
- ___ Lowcountry Council of Governments
- ___ Lowcountry Economic Alliance
- 2 Lowcountry Regional Transportation Authority
- ___ Northern Corridor Review
- ___ Parks and Leisure Services
- 1 Planning *
- ___ Rural and Critical Lands Preservation
- ___ Sheldon Fire
- 3 Social Services
- ___ Solid Waste and Recycling
- ___ Southern Beaufort County Corridor Beautification
- ___ Southern Corridor Review
- ___ Stormwater Management Utility
- ___ Tax Equalization
- ___ Zoning

DATE: 3/25/14 NAME: Susan M. Zellman
VOTER REGISTRATION NUMBER: 4702739148 OCCUPATION: Retired
TELEPHONE: (Home) 226-1367 (Office) 8102-266-7302 MAIL: susan@zellman.us
HOME ADDRESS: 26 Watavugua Ct. Bluffton STATE: SC ZIP CODE: 29909
MAILING ADDRESS: same STATE: _____ ZIP CODE: _____
COUNTY COUNCIL DISTRICT: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11
ETHNICITY: ☒ Caucasian ☐ African American ☐ Other
Are you presently serving on a Board, Agency, Commission, Authority or Committee? ☐ Yes ☒ No
If "yes", when does term expire? _____
If recommended by a Council Member, indicate name: _____

Once completed, please return this form and a brief resume' to the Clerk to Council: You may mail it to Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901, email it to boardsandcommissions@bcgov.net, or fax it to 843-255-9401. Applications without a brief resume' cannot be considered. Applications will be held three (3) years for consideration. All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

*Anyone submitting an application for the Planning Commission must fill out the additional questionnaire on page 2.

Applicant's Signature: Susan M. Zellman Date: Mar. 25, 2014

Susan M. Zellman
26 Wataugua Court, Bluffton, SC 29909
Cell: 862-266-7302
Email: susan@zellman.us

COMMUNITY/GOVERNMENT ACTIVITIES

- **County Council (Freeholder) Sussex County, NJ** – 2001 – December 31, 2012 (retired)
Founder Six County Coalition – representing 2 million people
Founder Youth in County Government Day, Sussex County Planning Awards, Sussex County Veterans Monument Committee
Liaison: Water Quality 208 PAC, Human Services, Community Services, Youth Services, Social Services, Senior Services, Mental Health Board and Transit
- **Chairman, North Jersey Transportation Planning Authority**, 2008 – 2009;
- Trustee 2001 to December 31, 2012; Member of the Executive Committee, 2002 – 2009;
Established Regional Transportation Plan for 2035; Instrumental in a major revision of NJTPA's Strategic Business Plan; assisted in the development of a Regional Capital Investment Strategy; actively participated in the development and outreach of the first Regional Coordinated Human Services Transportation Plan for the NJTPA; enlisted bi-partisan support for policies and projects.
- Stanhope Borough Planning Board, 1994 – 2001; Chairman, 1995-2001
- Member, Sussex County Planning Board, 1995-2009
- Lake Musconetcong Regional Planning Board, 1990-December 31, 2012
- Roxbury Township Planning Board, 1982 - 1993
- New Jersey Future, Trustee
- TransOptions, Transportation Management Association, Trustee
- Friends of Waterloo Village, Chair and Founder, Board of Trustees

PROFESSIONAL EXPERIENCE

1992–March 2013 **Executive Director, Housing Partnership** for Morris County, Inc. (retired)

- Developed the Housing Partnership from its inception in 1992 into a non-profit organization that receives statewide recognition as a resource and role model for affordable housing guidance, land use and administration and home ownership education, savings clubs, housing counseling, serving over 1,000 households annually. A United Way Agency, NeighborWorks America Chartered Member and HUD certified counseling agency. Collaborates with 15 financial institutions.

1983-1992 Human Resources Development, Prudential Insurance Co. Group Operations, Parsippany, NJ.
Pre 1983 Manager, Johnson's Dept. Store, Netcong, NJ, a family-owned business.
Teacher, Mendham, NJ; Stanhope, NJ; Fairfax County, Va. – 8 years

EDUCATION

BS in Education, Bucknell University, Lewisburg, Pa.
MA in Communication and Education, Columbia University, New York, NY.

AFFILIATIONS/AWARDS

- Leadership New Jersey, Class of 1996
- Leadership Morris, Class of 1994
- Consumer Financial Services Advisory Board, NJ Department of Banking and Insurance; Appointed by Governor Whitman in 1995; Reappointed in 1999 and 2002.
- Governor's Housing Conference Award, Community Organization of the Year, 2000
- Lenni-Lenape Girl Scout 1999 Women of Distinction Award – World of People
- Outstanding Volunteer Community Service Award, Volunteers for Morris County
- Daily Record Businesswoman of the Year Award 1999
- Volunteer 2000 Award, Spanish American Federal Credit Union
- Community Recognition Award, COMHCO-NJ, (Mental Health Consumers) 2004
- Community Service Award, Morris County Hispanic Chamber of Commerce, 2006
- Patriots Path Boy Scouts of America Award, 2008
- Newark Regional Business Partnership 2010 Transportation Leadership Award 2011
- Leading Edge Trustee of the Year Award (Sussex County Homestead) 2011
- Greater Newton Chamber of Commerce Lifetime Achievement Award, 2012
- TransOptions Elected Official of the Year Award, 2012
- Habitat for Humanity Lifetime Achievement Award, 2013

Susan M. Zilman
26 Wataugua Ct.
Bluffton SC 29909
843-226-1367

Beaufort County Planning Commission
Supplemental Application Questionnaire

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

1. Please explain why you want to serve on the Planning Commission. I have over 30 years' experience on planning boards, local, regional and county, and have found that with sound planning one is able to make a difference in your community and region. If one is willing to put in the work, planning is interesting and rewarding.
2. What qualifications, experience and expertise make you a good candidate for the Planning Commission?
Over 20 years on local planning boards, 7 years as Chairman. 23 years on Lake Muscogee Regional Planning Board (2 counties, 4 towns) and over 10 years on Sussex Co. NJ planning board. 20 years experience with housing; trustee with NJ Future, which subscribes to a balanced approach to the environment and economic development.
3. What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?
There should be no new development or re-development without sound planning, which includes land use, transportation, circulation, economic development, housing and the environment. Beaufort County is growing rapidly and can continue to flourish with sound regional planning.
4. What do you believe are the most important planning issues facing the County during the next five years?
Economic Development · Transportation · Preserving the Environment = A balanced approach.

What previous experience have you had in serving on a Planning Commission? Give some examples of the items typically handled by the Planning Commission.

See #2 above. Also served on the North Jersey Transportation Planning Authority for 12 years.
Local: major and minor subdivisions; planning for malls; ordinances and master plan revisions
County: water quality, transportation, sight distance, County Master Plan, County Solid Waste Plan
LMRPP: lake rehabilitation and restoration, storm water management, water quality
NJTPA: Overseeing \$2B annually in federal transportation funding for 13 counties in NJ.
Regional Transportation Plans, Strategic Planning.

APPOINTMENT

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

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

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

March 26, 2014

Mrs. Susan M. Zellman
26 Wataugua Court
Bluffton, SC 29909

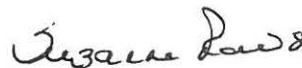
Dear Mrs. Zellman:

This letter acknowledges receipt of your application to serve the citizens of Beaufort County on one of our boards, agencies, commissions or committees. On behalf of the County Council, please accept our sincere appreciation for your willingness to volunteer in this capacity.

Your application will remain on file for three years from March 26, 2014, and whenever a vacancy occurs on the board, agency, commission or committee you have indicated, your application will be submitted to the Council committee that reviews all applicants. Please understand that we receive many applications and it would be in your best interest to discuss a particular vacancy with the County Council member who represents your district.

Once again, thank you for your interest in Beaufort County.

Sincerely,



Suzanne M. Rainey
Clerk to Council

CONFLICT OF INTEREST

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) STATEMENT

The South Carolina Code of Laws, 1976, as amended, Section 8-13-700 provides that no member of a public board agency, commission or authority shall use his/her membership or position on such board, agency, commission or authority to obtain an economic interest for himself/herself, a member of his/her immediate family, an individual of whom he/she is associated, or business of which he/she is associated.

If during the course of discharging his/her responsibilities, a member finds himself/herself required to take an action or make a decision which affects the economic interest of himself/herself, a member of their immediate family or individuals with whom he/she is associated or business with whom he/she is associated, he/she shall prepare a written statement describing the potential conflict of interest and submit the same to the head of the board agency or commission or authority on which they sit.

Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

Family members include the following:

- (a) Your spouse.
- (b) Any parent or child of you or your current spouse.
- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Susan Zeltman
(signed)
Susan Zeltman
(print name)

3/28/18
(date)
LCRA
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) STATEMENT

The South Carolina Code of Laws, 1976, as amended, Section 8-13-700 provides that no member of a public board agency, commission or authority shall use his/her membership or position on such board, agency, commission or authority to obtain an economic interest for himself/herself, a member of his/her immediate family, an individual of whom he/she is associated, or business of which he/she is associated.

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YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

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- (b) Any parent or child of you or your current spouse.
- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

NO

Susan Zellman
(signed)

4/26/17
(date)

Susan Zellman
(print name)

LRTA.
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) STATEMENT

The South Carolina Code of Laws, 1976, as amended, Section 8-13-700 provides that no member of a public board agency, commission or authority shall use his/her membership or position on such board, agency, commission or authority to obtain an economic interest for himself/herself, a member of his/her immediate family, an individual of whom he/she is associated, or business of which he/she is associated.

If during the course of discharging his/her responsibilities, a member finds himself/herself required to take an action or make a decision which affects the economic interest of himself/herself, a member of their immediate family or individuals with whom he/she is associated or business with whom he/she is associated, he/she shall prepare a written statement describing the potential conflict of interest and submit the same to the head of the board agency or commission or authority on which they sit.

Please explain an affirmative response to the following questions and included any relevant information.

1. Do you have a substantial interest in, personal contract or arrangements with any entity or individual doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

YES

NO

If yes, indicate with whom or with which entity(ies): _____

2. Have you received any payment, service, research grant or support, or gift from or provided the same to any entity or individual doing or seeking to do business with the Council?

YES

NO

If yes, please indicate with whom or with which entity(ies): _____

3. Do you have a business relationship with any family members doing or seeking to do business with the board agency, commission or authority in which you wish to sit or are now sitting?

Family members include the following:

- (a) Your spouse.
- (b) Any parent or child of you or your current spouse.
- (c) Any parent or child of your former spouse if the parent or child resided in your residence at any time.
- (d) Any relative of you or your current or former spouse, by blood or marriage, with whom you have regular contact and about whom you have information or belief regarding items covered in this questionnaire.

YES

Susan Zellman
(signed)
Susan Zellman
(print name)

NO

6/22/16
(date)
LRTA Board of Directors
Board/Agency/Commission Name

REAFFIRMATION

This conflict of interest questionnaire shall be updated on an annual basis. Please indicate below whether or not any of your responses to this questionnaire have changed.

YES

NO

If yes, please indicate the changes from your last execution of the Conflict of Interest Questionnaire. _____

REAPPOINTMENT

Rainey, Sue

From: Mary Lou Franzoni <mfranzoni@palmettobreezetransit.com>
Sent: Tuesday, November 13, 2018 9:40 AM
To: Rainey, Sue
Subject: RE: LRTA Board Members

Yes, they are.

From: Rainey, Sue <suer@bcgov.net>
Sent: Tuesday, November 13, 2018 9:30 AM
To: Franzoni, Mary <mfranzoni@palmettobreezetransit.com>
Subject: LRTA Board Members

Good morning,

Richard Hamilton's and Suzan Zellman's terms are expiring February 2019. Please let me know if they are seeking reappointment.

Thank you. sue

RESIGNATION



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Lease for Agnes Major Community Center to Boys and Girls Club of the LowCountry

Council Committee:

Governmental

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Philip Foot Assistant County Administrator Public Safety

Issues for Consideration:

None

Points to Consider:

Approval of leasing the Agnes Major Community Center to the Boys and Girls Club of the LowCountry for youth programming.

Funding & Liability Factors:

None

Council Options:

Approve or disapprove

Recommendation:

Staff recommend approval

ORDINANCE 2019 / __

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH BOYS AND GIRLS CLUB OF THE LOWCOUNTRY FOR THE AGNES MAJOR COMMUNITY CENTER.

WHEREAS, Beaufort County is the owner of Parcel Number R700 019 000 0132 0000 with a street address of 21 Agnes Major Road, Beaufort, SC 29901; and generally known as the Agnes Major Community Center (the “Center”); and

WHEREAS, Beaufort County operates the Center through the Beaufort County Parks and Recreation Services Department, and

WHEREAS, Boys and Girls Club of the LowCountry (the “Club”), a duly authorized South Carolina non-profit youth organization that provides youth programs for the community; and

WHEREAS, the Club desires to lease the Agnes Major Community Center for purposes of establishing youth programs in the community; and

WHEREAS, the County Administrator has negotiated a lease with the Club for the use of the agreed upon portions of the Center; and

WHEREAS, in accordance with Beaufort County Code of Ordinances Section 2-514, it is necessary for County Council to provide prior approval to the County Administrator to lease property owned by the County; and

WHEREAS, Beaufort County Council finds it is in the best interests of the community and Beaufort County to lease the Property to Boys and Girls Club of the LowCountry.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the County Administrator is hereby authorized to negotiate and enter into a lease agreement with the Boys and Girls Club of the LowCountry for use of the Agnes Major Community Center Building.

Adopted this ____ day of ____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stu Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

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 ____ day of _____, 2019, 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 Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Boys and Girls of the LowCountry, Inc** a mailing address of **17B Marshellen Drive, Beaufort, SC** with, hereinafter referred to as "Tenant".

1. DESCRIPTION OF LEASED PREMISES. Whereas Landlord leases to Tenant the following described premises (the "Premises"):

All that certain, piece, parcel or tracts of land, with improvements known as Agnes Major Activity Center, located in the Sheldon Township, County of Beaufort, State of South Carolina consisting of all that certain piece, parcel or tract of land, situate, lying and containing 4.16 acres, as shown on that certain plat prepared for the Heirs of B. Douglas Gatch by Rod C. Spann, R.L.S., dated May 2, 1978 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 25 at Page 133; and the one story building of approximately sixteen hundred thirty-two (1632) square feet, more or less, and property improvements consisting of playground equipment, all of which has a street address of 21 Agnes Major Road, Beaufort, South Carolina.

DMP: R700 019 000 0132 0000

2. TERM. The initial term of this Lease shall covered a period of twelve (12) months, commencing on the 1st day of _____, 2019, and terminating on the last day of _____ 2020, unless terminated sooner pursuant to the provisions of this Lease (the "Lease Term").

Upon the written approval of both the Landlord and Tenant the initial Lease Term may be extended for three (3) additional twelve (12) month periods thereby extending the possible termination date until _____, 2024.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of ONE AND NO/100 DOLLARS (\$1.00) per month, in exchange for considerations and obligations as outlined heretofore.

4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with this facility during the Lease Term.

5. COMPLIANCE WITH LAWS. Tenant shall not make or permit any use of the 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 Premises by Landlord.

6. CONDITION OF THE LEASED PREMISES. Tenant is fully familiar with the physical condition of the Premises. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

7. USE OF PREMISES. The demised Premises shall be used and occupied by Tenant exclusively as a Boys and Girls Club recreational facility 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 a Boys and Girls Club recreational facility. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised Premises, during the Lease Term.

8. HOURS OF OPERATION. Tenant shall be allowed the use of the demised Premises during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday for the term of this Lease. The general public, through the Beaufort County Parks and Recreation Services Program, shall have access and use of the facility for all other times not identified above, and for such other times that the Boys and Girls Club may not be in session.

9. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the Premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) 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; (6) 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; (7) 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; (8) dispel or cause to have dispelled from the Premises any individual(s) that do not have the express authorization or permission to occupy said Premises either from the Tenant or the Landlord; and (9) comply with this Agreement and any rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services

that may be necessary during those dates and times that Tenant shall enjoy possession and use of the Premises.

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 demised 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 Lease should Tenant fail to comply with the terms of this provision.

11. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the Lease Term and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Lease Term or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. Examples of maintenance for equipment and fixtures which shall be the responsibility of the Tenant include, but are not limited to, light bulbs, floor mats, and other items that would be considered minor in nature. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. It shall be the responsibility of the Landlord to repair and/or replace the structural components of the building, its plumbing, HVAC systems, pest control, electrical systems, and any and all other structural aspects of the facility that are not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such items. If, in the opinion of the Landlord, such repair or replacement is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

12. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the facility on the Premises, but shall not construct any other structures on the 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 Lease Term 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 Lease Term.

14. LOCKOUT. If Tenant becomes locked out of the Premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

15. 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.

16. RIGHT OF INSPECTION. Landlord and his or her agents shall have the unfettered right at all reasonable times during the Lease Term and any renewal thereof to enter the demised Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the Premises. No notice will be required in emergent situations or for access or entry upon the Premises.

17. 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.

18. 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 Tenant in or about the Premises.

19. 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.

20. 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.

21. 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.

22. 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 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.

23. 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 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.

24. TERMINATION. Tenant agrees to quit and deliver up the 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 22.

25. 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.

26. 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.

27. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the 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

Witness

By: _____
Ashley M. Jacobs, County Administrator

Witness

TENANT:

Boys and Girls Club of the LowCountry

Witness

By: _____
Name: _____
Its: _____

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.

3.3 *Compliance with Laws:* The Lessee shall at all times comply with any and all applicable statutes, ordinances and regulations governing the use and occupancy of Property and those which may be amended and made applicable from time to time.

3.4 *Quiet Enjoyment:* The County hereby covenants that the Lessee shall, during the term of this Lease and Agreement, peaceably and quietly have, hold and enjoy the Property without suit, trouble or hindrance from the County, Except as expressly required or permitted by this Lease. The County will not interfere with the quiet use and enjoyment of the Property by the Lessee during the term of this Lease and Agreement so long as the Lease is in effect and all obligations of the Lessee under the provisions of this Lease and Agreement are being fulfilled and Lessee is not in default of any of the provisions provided herein.

3.5 *Guests and Invitees:* Lessee has full and reasonable use of the Property and may lock and unlock the building at its discretion. However, during the times of day that the Lessee is providing and conducting Boys and Girls Club programs and/or activities, if the Lessee permits persons who are not enrolled members of the Boys and Girls Club program on or in the Property, the exterior areas, basketball court, and playground areas, Lessee shall be solely responsible and liable for the acts and/or omissions of such non-member invitees and guests. Lessee shall be solely responsible to provide adequate supervision of, and security for, any person allowed on the property, including any invitees and/or guests.

ARTICLE 4

4.1 *Required Property Insurance:* The Lessee shall keep the Property and fixtures fully insured against loss or damage by fire or any other natural cause to the extent of the full insurable value thereof. The Lessee hereby covenants, agrees and represents to the County that it has liability insurance providing coverage against all potential liability arising from and in any

manner relating to the Lessee's use and/or occupation of the Property. In addition to the property liability insurance required to be obtained and maintained by the Lessee for the use, occupation, damage and/or loss to the Property and fixtures provided under the terms of this Lease and Agreement, the Lessee shall be obligated to obtain and maintain at all times insurance against liability for personal injury and/or death as provided in Article 9 of this Lease and Agreement. Such insurance policies shall name the County as an additional insured and copies of such policies shall be furnished to the County at the time of the execution of this Lease.

ARTICLE 5

5.1 *Assignment Prohibited:* This Lease and Agreement is not subject to assignment and Lessee shall not assign this Lease and Agreement for any reason whatsoever. The Property is not subject to subletting and the Lessee shall not sublet this Lease and Agreement, in whole or in part to any person, organization or entity.

5.2 *Encumbrances Prohibited:* The Lessee shall not grant an easement, license or right-of-way or enter into any agreement which would in any way affect the title to the Property.

ARTICLE 6

6.1 *Independent Contractor Agreement:* Lessee covenants, agrees and represents to the County that it, its officers, agents, employees and volunteers are specially trained, experienced, and competent to perform the special services required and provided for in this Lease and Agreement. The provisions of this Lease and Agreement pertaining to Lessee conducting the operation known as a Boys and Girls Club shall be in the form of an independent contractor agreement between the Lessee and the County whereby Lessee shall operate as an independent contractor to the County for the purposes of operating a Boys and Girls Club.

ARTICLE 7

7.1 *Nature of Services Provided:* For purposes of this Lease and Agreement provisions pertaining to Lessee agreements and obligations to operate a Boys and Girls Club, the Boys and Girls Club of the Lowcountry, Incorporated may be referred to as "Lessee", provided, however, the term "Lessee", within the context intended in the provision pertaining to agreements and obligations to operate a Boys and Girls Club, shall mean "independent contractor" as that term is defined by the South Carolina common law. Lessee as an independent contractor under this Lease and Agreement covenants and agrees that for any and all purposes related to the operation of a Boys and Girls Club, it is an independent contractor regardless of the term or phrase used to refer to it.

Nothing provided herein shall alter in any way the intention of the parties to create a contractual relationship of independent contractor.

Lessee expressly covenants, agrees and represents to the County that at all times during the term of this Lease and Agreement neither it nor anyone acting on its behalf shall hold itself out as an employee, agent or servant of the County.

7.2 *Personnel:* Lessee shall furnish and provide properly qualified, trained and certified professional staff to provide the aforementioned programs. The Lessee shall notify the County of the identity and the number of employees engaged by the Lessee to provide the aforementioned programs.

7.3 *Background Checks:* Lessee shall select Lessee's personnel and volunteers with utmost care. Prior to retaining any employee or volunteer and prior to permitting an employee or volunteer to come in contact with minors on the Property, Lessee shall obtain, inspect, and maintain a background record for each employee and volunteer. Lessee shall prepare and keep,

during the entire term and any renewal of this Lease and Agreement, the background record check (and annual renewals thereof) of each employee and volunteer who offer to provide service to the Lessee. A background check (BCSO and SLED) shall consist of an initial current written criminal and civil background check of any person regardless of employment status with Lessees who Lessee permits to come into contact with a minor on the Property. Annual background checks shall be performed for every employee and volunteer.

Lessee shall use its judgment and discretion in reviewing the results of the criminal and civil background check and refuse the employment or offer of volunteer service of any person who, in the judgment of the Lessee, has a criminal record or a civil record which would create even an appearance of questionable character such that a person exercising due care in the child care industry would not permit contact between a minor and the person about whom the background check involves.

Lessee shall not engage as an employee or volunteer any person who has been convicted of a felony or a crime of moral turpitude, including driving under the influence of drugs or alcohol.

ARTICLE 8

8.1 *Insurance:* Before signing any of the services or work called for by any term of this Lease and Agreement, Lessee, at its sole cost and expense, shall obtain, carry and maintain insurance as provided herein for the duration of this Agreement. Lessee shall, before beginning any services provided herein, provide the County with proof of insurance that is acceptable to the County. Insurance shall be obtained from insurers authorized to transact business in the State of South Carolina and under forms of insurance satisfactory to the County. Lessee shall not allow

any subcontractor to commence work under an engagement with the Lessee until the same insurance which is required of the Lessee has been obtained from or for the subcontractor.

A. *Workers' Compensation and Employer's Liability:* Lessee shall obtain workers' compensation insurance for itself, its partners, employees, and subcontractors, if any, employed directly or indirectly by Lessee with statutory limits.

B. *Employer's Liability Insurance:* Lessee shall obtain employer's liability insurance with limits of liability in the amount of One Million Dollars (\$1,000,000.00). Lessee shall procure and maintain during the life of this Agreement and during performance of the services provided herein, a policy of insurance to protect the Lessee, including individuals in its employ, from and against all claims, damages, losses and expenses arising out of or resulting from the performance of these services with an insurance company or through sources approved by the State of South Carolina.

C. *Notice:* The insurance policies provided herein shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days' prior written notice has been delivered to the County through certified mail.

D. *Proof of Insurance:* Proof of insurance shall be filed with the County prior to execution of this Lease and Agreement.

E. *Effect of Failure to Comply:* Failure of Lessee to fully comply with the requirements set forth herein regarding insurance is a material breach of this Lease and Agreement and may constitute cause for immediate termination of this Lease and Agreement and termination of the Lease provided herein and any obligation owed by County to the Lessee under this Lease and Agreement. Approval of the insurance by the County shall not relieve or

decrease the liability of the Lessee for any damages arising from Lessee's performance of the services provided herein.

ARTICLE 9

9.1 *Indemnification:* In addition to the provisions of Article 2 herein, Lessee covenants and agrees that it shall indemnify, defend, and hold the County, its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or local law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of Lessee, its officers, agents, employees, volunteers and subcontractors or on account of the performance or character of the work provided herein.

ARTICLE 10

10.1 *Equipment, Licenses, Permits and Supplies:* Lessee shall provide all equipment, license, permits and supplies necessary and/or convenient to carry out the terms of this Lease and Agreement. If a license or permit of any kind, which term is intended to include evidence of registration, is required of Lessee, its officers, agents, employees, volunteers and subcontractors by federal, state or local law, Lessee warrants that such license or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

ARTICLE 11

11.1 *Acts of Default:* The County shall have the right to terminate this Lease and Agreement in its entirety in the event of a default as provided below:

- A. Abandonment of the Property;

- B. Any change in the use of the Property from the permitted;
- C. Any purported assignment of the rights of the Lessee under this Lease and Agreement;
- D. In carrying out the services provided herein, the failure of a program employee to conduct his or herself in a fashion that is acceptable to the County;
- E. An officer, employee, agent or volunteer of the Lessee directly or indirectly permits the presence and/or use of alcohol, drugs or gambling on the Property;
- F. Use any identifying information relating to Boys and Girls Club members and their families for purposes other than carrying out the performance of this Agreement. The use of a program participants' address, telephone number, and other personally identifying information for any purpose other than fulfillment of the terms of this Agreement is prohibited; and
- G. Failure to correct or revise any errors or deficiencies upon written or verbal notice to the Lessee.

11.2 *Remedies on Default:* Whenever any Default shall have happened and continue for a period of thirty (30) days after written notice to the Lessee, the County shall have the right to terminate this Lease and Agreement and shall give notice to the Lessee to vacate the Property immediately. The County may thereafter evict the Lessee from the Property and take possession thereof and also exercise all the rights and remedies provided herein. In no event shall enforcement by the County of its rights under this provision cause the Lessee to be relieved of any of its obligations set forth in this Lease.

11.3 *Surrender:* Upon expiration or earlier termination of the Lease, Lessee shall surrender the Property to the County in good order and condition, except for ordinary wear and tear,

permitted additions and improvements or alterations made by Lessee. Lessee shall promptly remove from the Property on or prior to such expiration or earlier termination all of its property situated therein. Keys shall be promptly delivered to the Officer of the Beaufort County Administration. The costs to repair damage and/or destruction to the Property shall be charged to the Lessee, who agrees that it shall pay, on demand, the costs of the repairs incurred by the County.

11.4 *No Remedy Exclusive:* No remedy conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder, now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient in the sole discretion of the County.

11.5 *Waiver:* In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

11.6 *Agreement to Pay Attorney's Fees and Expenses:* In the event that the Lessee shall default under any of the provisions of the Lease and Agreement and the County shall employ attorneys or incur other expenses for the enforcement of the performance or observance of any obligation or agreement on the part of the Lessee, the Lessee covenants and agrees that it shall pay, on demand, the fees of such attorneys and such other expenses so incurred by the County in the enforcement of its rights hereunder.

11.7 *Discontinuance of Proceedings:* In case the County shall have proceeded to enforce any right under this Lease and Agreement and such proceedings shall have been discontinued or

abandoned for any reason or shall have been determined adversely to the County, then and in every such case, the County and the Lessee shall be restored respectively to their several positions and rights hereunder and all rights, obligations, remedies and powers of the County, and the Lessee shall continue as though no such proceeding had been taken.

ARTICLE 12

12.1 *Termination Based on the Convenience of the County:* In addition to the grounds of default provided herein, this Lease and Agreement may be terminated based on the convenience of the County, upon thirty (30) days' notice to the Lessee. This Lease and Agreement is continuously contingent on the continued approval by the Beaufort County Council. The scope of services to be provided under this Lease and Agreement may be modified by mutual agreement of the parties and/or this Agreement may be terminated by the County upon thirty (30) days' notice due to Lessee.

ARTICLE 13

13.1 *Acknowledgement as Independent Contractor, Not Employee:* By signing this contract, the Lessee covenants, agrees and confirms that:

A. It is an independent contractor and its officers, agents, employees and volunteers shall not be deemed an employee of Beaufort County for any purpose whatsoever.

B. It is responsible for all employee related benefits and for complying with all payment and reporting obligations that relate to the taxes imposed on payment of compensation to the Lessee's employees.

C. Lessee, on behalf of itself and its officers, agents, employees and volunteers, is voluntarily waiving any benefit, including health benefits and insurance benefits, to which it, or they, may have been entitled were it, or they, employed by Beaufort County.

D. Lessee acknowledges that Beaufort County is not providing any employee benefit, compensation, vacation time, sick pay, or other welfare or retirement benefit normally associated with an employee-employer relationship. Lessee acknowledges on behalf of itself and its officers, agents, employees, and volunteers that Beaufort County excludes its, and their, participation in all health and welfare benefit plans, including vacation, sick leave, severance, life, accident, health and disability insurance, workers' compensation coverage, deferred compensation, retirement and grievance rights or privileges.

E. Lessee has had sufficient time to review this Acknowledgment and fully understands its contents. Lessee agrees that it is solely responsible for the direct supervision of all of its employees and volunteers providing services hereunder.

F. The Lessee's designated representative is: Douglas A. Barry, Executive Director.

G. The Lessee will exercise complete control over the persons providing services under this Lease and Agreement and it will pay all wages, expenses, social security taxes, federal and state unemployment insurance, and any similar taxes relating to the Lessee's employees. Lessee and the County intend that the relationship created between them by this Agreement is that of independent contractor and client. An agent, employee, or servant of contractor shall never be deemed to be the employee, agent or servant of the County.

ARTICLE 14

14.1 *Notices and Correspondence:* Notices and correspondence relating to this Lease and Agreement shall be submitted to the following address:

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

With a Copy to: Beaufort County PALS
 P. O. Drawer 1228
 Beaufort, SC 29901-1228

To Lessee: Mr. Douglas A. Barry, CAE
 Executive Director
 Boys and Girls Club of the Lowcountry
 17B Marshellen Drive
 Beaufort, SC 29902

A. Lessee shall promptly furnish such information related to this Lease and Agreement as requested by the County.

B. Lessee shall provide County prompt access to (and County shall have the right to examine, audit and copy) all of Lessee's books, documents, papers and records which are related to this Lease and the services provided under this Agreement. Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

ARTICLE 15

15.1 *Binding Effect:* This Lease shall inure to the benefit of and shall be binding upon the Lessee and the County.

15.2 *Amendments:* This Agreement is not subject to modification or amendment, except by a writing executed by both Lessee and County, which writing shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes

all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

15.3 *Waiver:* The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

15.4 *Severability:* Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, absent the unexcused portion, can be reasonably interpreted to give effect to the intentions of the parties.

15.5 *Captions:* The Captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease and Agreement.

15.6 *No Agency:* The parties hereto intend only to provide for a Lease of Real Property and Contract to engage an Independent Contractor as provided herein, and affirmatively state that no master/servant, principal/agent or employer/employee relationship is created by this Lease and Agreement. Nothing herein creates any relationship between the parties other than that which is expressly stated herein. No employee, volunteer or agent of the Lessee shall be considered an employee or agent of the County for any purpose whatsoever, and none shall have any status, right, or benefit with the County.

15.7 *Governing Law:* This Agreement shall be governed by, and construed in accordance with the laws of the State of South Carolina.

15.8 *Conflict of Interest:* Lessee warrants and covenants that Lessee presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Lessee shall promptly notify County of the existence of such conflict of interest so that the County may determine whether to terminate this Agreement.

15.9 *Time is of the Essence:* Lessee agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

15.10 *Multiple Copies of Agreement:* Multiple copies of this Agreement may be executed but the parties agree that the Lease and Agreement on file in the office of the County Administrator is the sole and only version of this Lease and Agreement in effect and that copy shall take precedence over any other copy should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, this Lease and Agreement is entered into by the County of Beaufort by and through its County Administrator and the Lessee by its duly authorized employee.


Witness:



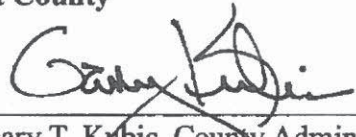
Dated: 5-13-10

Dated: _____

Boys and Girls Club of the Lowcountry, Inc.

By: 
Douglas A. Barry, Executive Director
17B Marshellen Drive
Beaufort, SC 29901
Tel. (843) 379-5430
Fax: (843) 379-5431

Beaufort County

By: 
Gary T. Kubic, County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228
Tel. (843) 255-2000
Fax (843) 470-2751



CERTIFICATE OF LIABILITY INSURANCE

OP ID KH
USCON-1

DATE (MM/DD/YYYY)

05/06/10

PRODUCER Sanford, Bruker & Banks, Inc. 931 Broad Street Augusta GA 30901-1291 Phone: 706-724-2452 Fax: 706-724-4097		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED U.S. Consulting Group Ramon Brown PO Box 238 Augusta GA 30903		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Penn America	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FEQMUS	05/01/10	05/01/11	EACH OCCURRENCE	\$ 1000000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100000	
		MED EXP (Any one person)				\$ 5000	
		PERSONAL & ADV INJURY				\$ 1000000	
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Beaufort County is named as additional insured in respects to the general liability policy as required by written contract.

CERTIFICATE HOLDER

BEAUF-1

Beaufort County
Purchasing Dept
Richard Himeline
P O Drawer 1228
Beaufort SC 29901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeffrey W. Banks

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

An Ordinance amending the County's 2019 General Bond ordinance (Ordinance No. 2019/21) to add \$500,000 to the bond amount for TCL training kitchen

Council Committee:

Finance Committee June 3, 2019

Meeting Date:

CC July 22, 2019

Committee Presenter (Name and Title):

Alicia Holland, CFO; Christopher Inglese, Deputy County Attorney

Issues for Consideration:

Decreases available portion of our 8% debt limit.

Points to Consider:

The intention is that these funds are a loan to TCL. However, the loan terms have yet to be memorialized. The record should reflect Council's intention to lend these funds and give some idea about what terms should be included in a promissory note.

Funding & Liability Factors:

There is no enforcement mechanism in the event TCL defaults on repayment of the loan.

Council Options:

Adopt the amended and restated ordinance. Or, amend. Or, deny.

Recommendation:

Approve with conditions. State for the record that the funds are a loan and provide preliminary discussion of what terms should be included in a promissory note.

AMENDED AND RESTATED 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 \$11,775,000; 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 \$11,775,000 principal amount general obligation bonds of the County to provide funds for the following purposes: (i) capital improvements; (ii) providing funds to the Technical College of the Lowcountry for the construction of a training kitchen facility at the May River Campus; (iii) paying costs of issuance of the Bonds (hereinafter defined); and (iv) 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 \$11,775,000 aggregate principal amount of general obligation bonds of the County to be designated “\$11,775,000 (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) capital improvements; (ii) providing funds to the Technical College of the Lowcountry for the construction of a training kitchen facility at the May River Campus;; (iii) paying costs of issuance of the Bonds (hereinafter defined); and (iv) 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) capital improvements; (ii) providing funds to the Technical College of the Lowcountry for the construction of a training kitchen facility at the May River Campus; (iii) paying costs of issuance of the Bonds (hereinafter defined); and (iv) 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, 2nd 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>
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*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. 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..

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 2020, 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: _____, 2019

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: _____, 2019

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:

INDUCEMENT RESOLUTION PROVIDING FOR A FEE IN LIEU OF TAX AGREEMENT BETWEEN BEAUFORT COUNTY AND PROJECT BURNT CHURCH

Council Committee:**Meeting Date:**

JULY 22, 2019

Committee Presenter (Name and Title):**Issues for Consideration:****Points to Consider:****Funding & Liability Factors:**

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

STATE OF SOUTH CAROLINA)
) RESOLUTION NO.: _____
COUNTY OF BEAUFORT)

**INDUCEMENT RESOLUTION PROVIDING FOR A
FEE IN LIEU OF TAX AGREEMENT
BETWEEN BEAUFORT COUNTY AND PROJECT BURNT CHURCH**

WHEREAS, Beaufort County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a fee in lieu of tax agreement (the “Fee Agreement”) with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, a company current identified as “Project Burnt Church” (referred to hereinafter as the “Company”) intends to invest in the establishment of a manufacturing facility in the County through the acquisition of land, a building, and improvements thereon (the “Land and Building”); the construction of improvements thereon and/or therein; and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be \$10,250,000, and which is anticipated to result in the creation of 27 new, full-time jobs in the County, over five years (the “Project”), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, the Company has requested that the County enter into a Fee Agreement, thereby providing for a fee in lieu of tax (“FILOT”) with respect to the Project; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the Act and that the Project would serve the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. The County Council hereby finds that: (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes and the inducement of the location of the Project within South Carolina is of paramount importance and the benefits of the Project to the public are greater than the cost (which latter finding has been

made using an appropriate cost-benefit analysis); and (iv) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

Section 2. The County hereby agrees to enter into a fee in lieu of tax arrangement with the Company under the Act. The County agrees to provide for a fee in lieu of *ad valorem* taxes (“FILOT”) for a period of 20 years for each component of the Project placed in service during the investment period (the “FILOT Term”) under the Act. The FILOT shall be calculated using a 6% assessment ratio and a fixed millage rate equal to the lowest millage rate allowable under the Act for a period of 20 years for each component of the Project placed in service during the investment period.

Section 3. The further details of the FILOT shall be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 4. This resolution shall constitute an inducement resolution for this Project within the meaning of the Act.

Section 5. This resolution shall constitute “preliminary approval” pursuant to Section 12-44-110(2) of the Act by which property may be placed in service prior to the execution of a FILOT agreement but still constitute economic development property under the Act.

Section 6. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Adopted this ____ day of _____, 2019.

BEAUFORT COUNTY, SOUTH CAROLINA

Signature: _____
Name: _____
Title: _____

(SEAL)
ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HARDEEVILLE FOR THE COLLECTION OF PUBLIC FACILITY DEVELOPMENT IMPACT FEES.

Council Committee:

Meeting Date:

JULY 22, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

ORDINANCE 2019/_____

AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HARDEEVILLE FOR THE COLLECTION OF PUBLIC FACILITY DEVELOPMENT IMPACT FEES.

NOW, THEREFORE, County Council of Beaufort County, South Carolina hereby authorizes the execution of an Intergovernmental Agreement with the City of Hardeeville to ensure that public facilities development impact fees are collected in accordance with the Beaufort County Impact Fee Procedure Ordinance, Library Facilities Ordinance, Parks and Recreation Facilities Ordinance, and Road Facilities Ordinance (Ordinance No. 2006/24) and any amendments thereto.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

ORDINANCE FOR THE DELIVERY OF A FEE AGREEMENT BETWEEN BEAUFORT COUNTY AND PROJECT BURNT CHURCH PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES

Council Committee:

Meeting Date:

JULY 22, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
ORDINANCE

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND PROJECT BURNT CHURCH PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County, South Carolina (the “County”) acting by and through its County Council (the “County Council”) is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the “State”) and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

WHEREAS, a company current identified as “Project Burnt Church” (referred to hereinafter as the “Company”) intends to invest in the establishment of a manufacturing facility in the County through the acquisition of land, a building, and improvements thereon (the “Land and Building”); the construction of improvements thereon and/or therein; and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be \$10,250,000, and which is anticipated to result in the creation of 27 new, full-time jobs in the County, over five years (the “Project”), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, pursuant to an Inducement Resolution dated as of June 24, 2019, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the “Fee Agreement”), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 20 years for the Project or each component thereof placed in service during the initial investment period; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in a meeting duly assembled as follows:

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official’s execution thereof to constitute conclusive evidence of

such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

(SIGNATURE PAGE TO FOLLOW)

Passed and approved this ____ day of _____, 2019.

**BEAUFORT COUNTY,
SOUTH CAROLINA**

Signature: _____

Name: _____

Title: _____

[illegible]

I, the undersigned, Clerk to County Council of Beaufort County, South Carolina (“County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on _____, _____, and _____. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____, and notice of the public hearing was published in the _____ on _____. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Beaufort County Council, South Carolina, as of this day of , 2019.

Signature: _____

Name: _____

Title: Clerk to County Council

FEE AGREEMENT

Between

BEAUFORT COUNTY, SOUTH CAROLINA

and

PROJECT BURNT CHURCH

Dated as of _____, 2019

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2019 by and between BEAUFORT COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Beaufort County Council (the "County Council") as the governing body of the County, and PROJECT BURNT CHURCH (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(H)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the execution of this Fee Agreement (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean PROJECT BURNT CHURCH and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Beaufort County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Beaufort County Council, the governing body of the County.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2019 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.2 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is 234.3 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2019, as provided under Section 12-44-50(A)(1)(d) of the Act. **COUNTY, PLEASE CONFIRM MILLAGE RATE FOR 7/1/18-6/30/19 FISCAL YEAR.**

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of _____, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project as a manufacturing facility, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Manager, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including the calculation of the Clawback Minimum Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, if the Project is placed in a joint county industrial and business park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

(c) The Company agrees to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company in accordance with Section 3.3(a) or (b) above with respect to property placed in service as part of the Project.

(d) Whenever the County shall be required by any governmental or financing entity to file or produce any reports, notices, returns, or other documents related to this transaction while this Fee Agreement is in effect, the Company shall promptly furnish to the County through the County Administrator the completed form of such required documents, to the extent that the Company possesses the information necessary to complete the documents. In the event of a failure or refusal of the Company to comply with this provision, within 30 days after presentation of a statement by the County, the Company shall pay the attorney's fees the County incurs in producing and filing such documents and any fees, penalties, assessments, or damages that the law imposes upon the County by reason of its failure duly to file or produce such documents.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty

assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2019, which is 234.3 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments. **[COUNTY: PLEASE CONFIRM MILLAGE.]**

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum Payment in Lieu of Taxes applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development

Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code of Laws of South Carolina, 1976, as amended.

(d) In the event the Company should fail to make any of the payments that this Article IV requires, the item or installment so in default shall continue as an obligation of the Company until the Company shall have fully paid the amount, and the Company agrees to pay the same with interest thereon at a rate of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, subject to the penalties the law provides until payment.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code of Laws of South Carolina, 1976, as amended.

(c) In the event the Company should fail to make any of the payments that this Article IV requires, the item or installment so in default shall continue as an obligation of the

Company until the Company shall have fully paid the amount, and the Company agrees to pay the same with interest thereon at a rate of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, subject to the penalties the law provides until payment.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

- (i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and
- (ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the

incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a

portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such

disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses.

(a) The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorney's fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action; or

(f) A cessation of operations at the Project by the Company.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate the Fee Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as Section 12-44-90 of the Act provides. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code of Laws of South Carolina, 1976, as amended) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement;
- (2) terminate the Fee Agreement; or

- (3) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred. The Company further agrees to pay reasonable legal fees and expenses and other expenses of the County.

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Project Burnt Church

Attn: _____

IF TO THE COUNTY:

Beaufort County, South Carolina
Attn: County Administrator
P.O. Box 1228
Beaufort, SC 29901-1228

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
P.O. Box 11889
Columbia, SC 29211

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company with the benefits of such change in the Act or South Carolina laws.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following

business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

ARTICLE VII

INDEMNIFICATION, INDIVIDUAL LIABILITY

Section 7.1 Indemnification Covenants.

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County (i) the Company shall agree to indemnify and save the County, its members, officers, employees, servants, and agents (collectively, the “Indemnified Parties”), harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Fee Term, and, the Company further shall indemnify and save the Indemnified Parties harmless against and from all claims arising during the Fee Term from (A) any condition of the Project, (B) any breach or default on the part of the Company in the performance of any of its obligations under this Fee Agreement, (C) any act of negligence of the Company, or of any agents, contractors, servants, employees, or licensees, (D) except in such cases where the County has released the Company, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of Company, and/or (E) any environmental violation, condition, or effect. The Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Fee, by reason of the execution of this Fee Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers, or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding; provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to

(i) the gross negligent acts or omissions or willful misconduct of the County, its agents, officers, or employees, or (ii) any breach of this Fee Agreement by the County.

(c) The above-referenced indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the delivery of this Fee Agreement which the County is requested to sign on behalf of the Company with respect to the Project, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(d) No termination of this Fee Agreement pursuant to any provision elsewhere in this Fee Agreement shall relieve the Company of its liability and obligations to make the payments required by this Section 7.1, all of which shall survive any such termination.

Section 7.2 No Liability of County Personnel. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and shall be binding upon any member of the County Council or any officer, agent, servant, or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any officer, agent, servant, or employee of the County, and no recourse shall be had against any member of the County Council or any officer, agent, servant, or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**BEAUFORT COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council

PROJECT BURNT CHURCH

Signature: _____
Name: _____
Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

[COMPANY: PLEASE PROVIDE LEGAL DESCRIPTION.]



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

6-acre newly subdivided parcel where the applicant is interested in building a private residence- S1 Industrial does not permit single family houses.

Council Committee:

Natrual Resources Committee

Meeting Date:

June 17, 2019

Committee Presenter (Name and Title):

Rob Merchant

Issues for Consideration:

This property has a history of zoning amendments that have reflected the different uses past property owners have desired for the site. Historically, a portion of the property had a light industrial use on it located in an 8,000 square foot metal frame building. The property was originally zoned Light Industrial under the Zoning and Development Standards Ordinance (ZDSO). In 2006, the property was purchased by a church and the owner rezoned the parcel to Rural with Transitional Overlay since churches were not a permitted use in Light Industrial. In 2017, the new owner changed the zoning to S1-Industrial to locate a cabinet shop in the same building. Now the current owner has subdivided the property and is interested in building a single-family residence on the western half of the property.

Points to Consider:

1. Impact on Proposed Land Use on Adjoining Properties: The property is bordered on the west and north by parcels zoned S1- Industrial. South and east of the property are large undeveloped tracts that are zoned T2-Rural. The property is located approximately 500 feet south of the Beaufort Commerce Park. Along Bay Pines Road and Covenant Drive, there are six other light industrial and warehousing operations in addition to the Burton Fire District Pinewood Station. The proposed residential use for this property will have no adverse impact on the surrounding uses.
2. Impact on MCAS Airport Overlay District: The property is located in the MCAS Airport Overlay District Zone 2a which has a day-night average noise level of 65 to 70 decibels. While the MCAS-AO district discourages high density residential development, this proposed zoning amendment would only result in the maximum potential development of two houses on 6 acres.

Funding & Liability Factors:

None

Council Options:

Approve the rezoning.

Deny the rezoning.

Recommendation:

Staff recommends approval of the rezoning request for 6 acres at 19 Covenant Drive from S1 Industrial to T2 Rural. The Metro Planning Commission, at their May 20, 2019, meeting, unanimously supported the zoning amendment. The Beaufort County Planning Commission, at their June 3rd, 2019 meeting, unanimously supported the amendment.

NORTHERN BEAUFORT COUNTY MAP AMENDMENT / REZONING REQUEST FOR R100 024
000 078C 0000 (12.21 ACRES AT 19 COVENANT DRIVE, BEAUFORT, SC) FROM S1
INDUSTRIAL TO T2R RURAL

Adopted this 17th day of June, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stu Rodman, Chairman

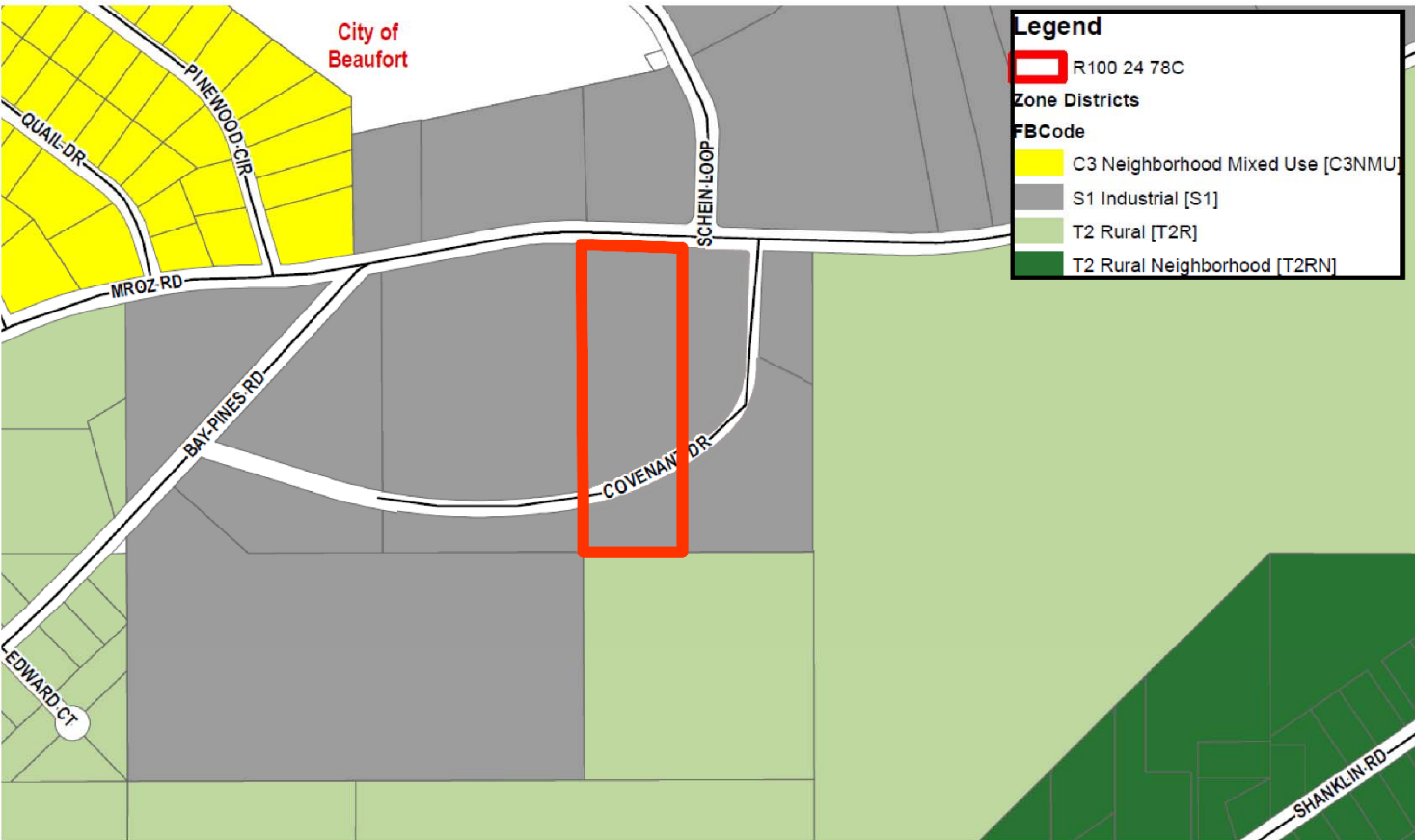
APPROVED AS TO FORM:

Thomas J. Keaveny II, County Attorney

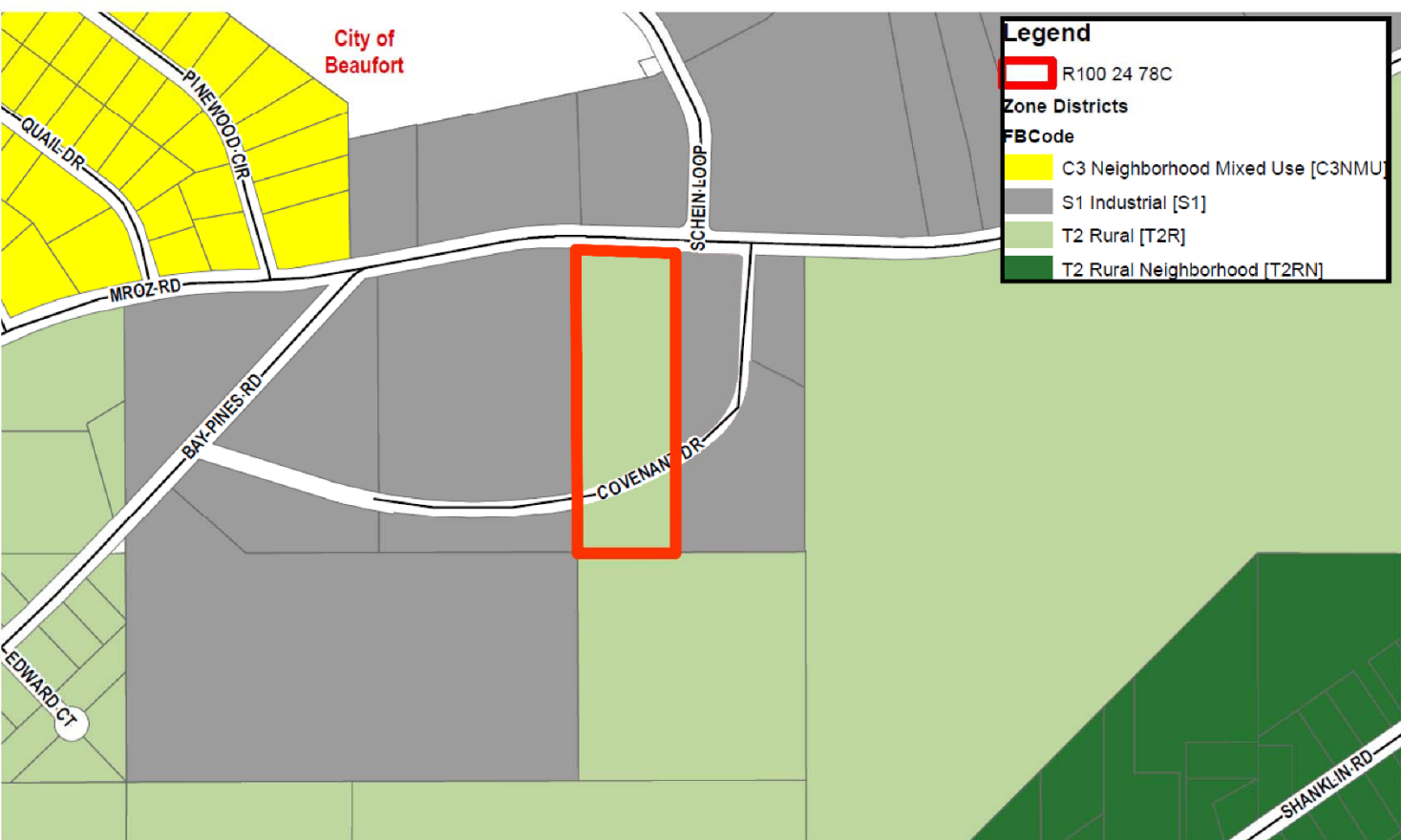
ATTEST:

Sarah W. Brock, Clerk to Council

Existing Zoning



Proposed Zoning





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

OSPREY POINT / MALIND BLUFF PUD

Council Committee:

Meeting Date:

JULY 22, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

2019/___

SOUTHERN BEAUFORT COUNTY PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT FOR OSPREY POINT (R603 013 000 0006 0000) (119.254 ACRES ALONG S.C. HIGHWAY 170, BLUFFTON).

BE IT ORDERED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, HEREBY AMENDS AND RESTATES THE OSPREY POINT PLANNED UNIT DEVELOPMENT (“PUD”) AND THE ORDINANCES AUTHORIZING THE SAME. THE SUMMARY AND FINDINGS OF THE COUNTY COUNCIL FOR THE AMENDMENT TO THE OSPREY POINT PUD IS ATTACHED HERETO AND ADOPTED BY THE COUNTY COUNCIL. THE COUNTY COUNCIL HEREBY ORDERS AS FOLLOWS:

1. The Planned Unit Development Amendment Ordinance enacted by the County Council by Ordinance 2014/31, following Third Reading on December 8, 2014, is hereby withdrawn and is of no further effect.

2. The original Osprey Point Planned Unit Development and Ordinance is hereby amended and restated to incorporate the document entitled Osprey Point (Malind Bluff) PUD Planned Unit Development Narrative Description and accompanying attachments, a copy of which is attached hereto as Attachment 1 and incorporated herein by reference, and is hereby further amended by the First Amendment to Osprey Point Development Agreement, a copy of which is attached hereto as Attachment 2 and incorporated herein by reference. A summary of the findings in support of this PUD Amendment Ordinance is attached hereto in the following pages and adopted by the County Council. Premised upon and following the due and lawful adoption of this PUD Amendment Ordinance, the original Osprey Point Planned Unit Development Ordinance is hereby replaced and is of no further force and effect.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Chairman

Approved as to form:

ATTEST:

Clerk to Council

First Reading: May 28, 2019
Second Reading: June 24, 2019
Public Hearing:
Third and Final Reading:

SUMMARY AND FINDINGS FOR AMENDMENT TO OSPREY POINT PUD

The Owner of the Osprey Point PUD has submitted a requested Malind Bluff PUD Planned Unit Development Amendment and accompanying narrative description and attachments and a requested First Amendment to Osprey Point Development Agreement, copies of which are attached to this Ordinance and incorporated herein by reference, containing the requested changes to both the Osprey Point Development Agreement and the Osprey Point PUD Zoning.

By way of background, the Osprey Point Development Agreement, with accompanying PUD Zoning, was made and entered between the Owner and Beaufort County for Osprey Point, recorded in Book 2888 at page 169, *et. seq.*, on September 3, 2009, following passage by the County Council and due execution by the parties. Osprey Point is a portion of a larger, coordinated development area, known as Okatie Village, which also included the Okatie Marsh PUD and the River Oaks PUD, with their respective Development Agreements, which were negotiated, adopted and recorded simultaneously with Osprey Point.

Significant changes have taken place in real estate market conditions and within the Okatie Village development area since the original approvals for Osprey Point, making it practically and economically unfeasible to develop Osprey Point under the exact terms of the original Osprey Point Development Agreement and PUD. The Owner seeks to amend the Osprey Point PUD in order to adjust the terms thereof to reflect current conditions, as provided below, while at the same time significantly reducing the density of Osprey Point and preserving the important protections to the environment and many other important features of the original Osprey Point PUD.

Osprey Point will continue as a mixed use PUD, with commercial uses adjacent to Highway 170, residential uses in the center of the Property, and a green space/community area on the eastern

boundary adjacent to the marshes of the Okatie River. Internal interconnectivity and all environmental standards are maintained. The internally integrated nature of the development, the interconnectivity to adjacent parcels, and other features justify the continuing PUD status for the Property.

Without limitation, the following changes are being made by way of the attached First Amendment:

The allowed commercial and residential densities for Osprey Point are set forth in Section IV(C) and IV(D) of the Development Agreement and are referenced in the attached First Amendment. The allowed density for commercial development remains 207,000 square feet. The new allowed residential density is 345 total residential units, rather than the original 527 residential units. The original Development Agreement and PUD allowed the Owner/Developer the discretion to determine the mix of single family detached, attached and multifamily units. Notwithstanding this general design flexibility, Owner hereby commits to a scheme of density and use allocation as set forth on the attached Osprey Point Amended Master Plan, which is hereby incorporated into this First Amendment and made binding upon the Property. As noted on the Amended Master Plan, a portion of the Property nearest to the marshes will be utilized for open space and a passive riverfront park, with no residential construction allowed. The residential zone adjoins the riverfront park and extends to the Connector Road. Any townhome or multifamily units will be located so as to be near and most accessible to the adjacent Commercial Area. The Commercial Area will continue to have the same standards, allowed uses and densities as set forth in the original PUD and Development Agreement. The commitment to a village scale commercial design, as provided under the original PUD and Design Guidelines, remains unchanged.

The Public Safety Site shall be located within the Commercial/Mixed Use area of the Amended Master Plan. The area to be donated for a Public Safety Site shall be 1/2 (.5) acre, sufficient for a Fire/EMS facility. Required drainage and open space for the Public Safety Site shall be provided on the adjacent Commercial Area so that the Public Safety Site shall be a buildable area footprint.

The amended Design Guidelines set forth in Section IV(M) of the First Amendment (and Exhibit F thereto) are established for Osprey Point. Subject to the same reservations and conditions provided under the original Development Agreement, the Development Schedule is hereby amended as set forth in Exhibit D to the First Amendment.

The foregoing is intended generally to describe the nature of the PUD amendment approved hereby.

EXHIBIT A

Property Description

The Osprey Point property consists of that certain piece and parcel of real property, and all improvements thereon, located in Beaufort County, South Carolina, containing 119.254 acres, more or less, and more particularly described on a plat prepared by Christensen Khalil Surveyors, Inc. date February 5, 2006, and last revised on June 15, 2007, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 120 at Page 103.

EXHIBIT B

Osprey Point Amended Master Plan

[Attached]

ATTACHMENT 1

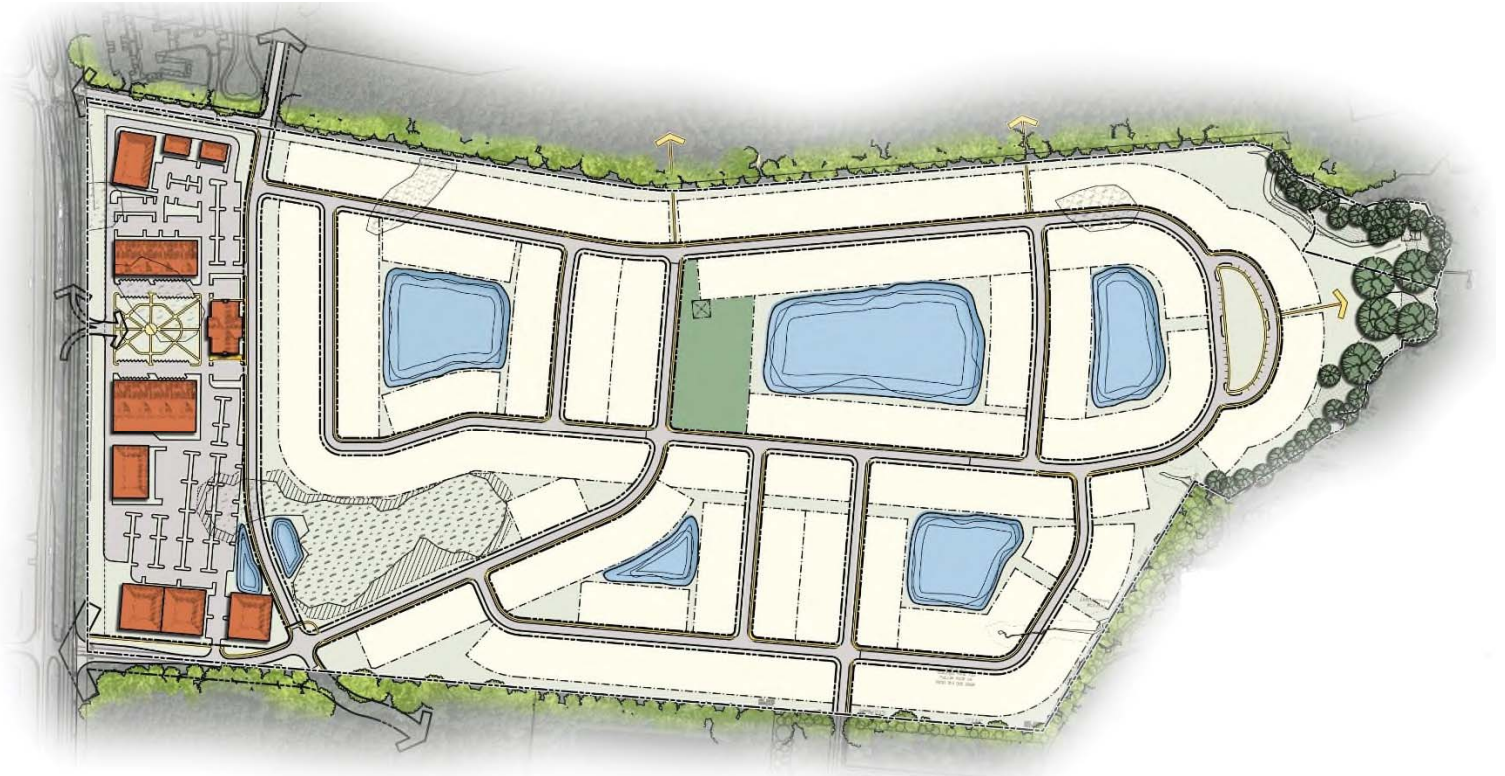
Malind Bluff PUD Planned Unit Development Narrative and Description

[Attached]

AMENDED PUD NARRATIVE DESCRIPTION
WITHOUT ITS EXHIBITS

OSPREY POINT at OKATIE VILLAGE (MALIND BLUFF)

Narrative Description



PREPARED FOR:

LPC III, LLC

SUBMITTED TO:

BEAUFORT COUNTY, SOUTH CAROLINA

May 5, 2019

PREPARED BY:

**J.K. TILLER ASSOCIATES, INC.
WARD EDWARDS ENGINEERING**

APPLICANT AND PLANNING TEAM

- Owner/Applicant _____ LCP III, LLC
Mr. Nathan Duggins, III
- Land Planner/Landscape Architect _____ J. K. Tiller Associates, Inc.
Mr. Josh K. Tiller, PLA, ASLA
- Civil Engineering _____ Ward Edwards Engineering
Mr. Heath Duncan, PE
Mr. Willy Powell, PE
- Legal Counsel _____ Walker Gressette Freeman Linton LLC
Mr. G. Trenholm Walker

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 - C. PUD Benefits
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 - F. Compatibility of Proposed Land Uses Within the PUD and the Surrounding Area
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4. Special Considerations
 - K. Preservation of Open Space, Natural and Cultural Areas
 - i. Exhibit C- Trails and Open Space Plan
 - L. Enhanced Landscaping Buffers
 - M. Roadways, Bike/Walking Paths and Walking Trails
 - i. Exhibit C- Trails and Open Space Plan
 - N. Public Benefits and Community Facilities
 - O. Perimeter Treatment
 - P. Underground Utilities
5. Permitted Uses
 - Q. ZDSO Table 106-1098 (General Use Table) (Statement and Score CD)
 - R. PUD Plan
 - i. Exhibit B- Master Plan
 - S. Units by Zoning Classification
 - T. Ownership of Community Amenities

MALIND BLUFF PUD

PLANNED UNIT DEVELOPMENT NARRATIVE DESCRIPTION

PROJECT LOCATION

Lowcountry Partners III LLC contracted to purchase the property from Suzanne Sheik in 2005. The property is located on a 119.254 acre parcel in Beaufort County to the East of Highway 170 N.

The property is located adjacent to Pritcher Point Rd and runs the entire length along the South side of Pritcher Point Road. Along Hwy 170 it is North of River Bend and South of Oldfield. "Short Cut" Road exits 170 opposite to Pritcher Point Rd. and cuts from Hwy 170 to Hwy 141.

The new development planned for this site will be named "Okatie Village" which will be the name of the commercial village while the residential will be known as "Osprey Point at Okatie Village".

PROPERTY ACCESS

The intersection of Short Cut Road and Pritcher Point Road is shown on the Hwy 170 development plan as a point of access and is designated for future signalization. This intersection is envisioned as the primary access to the proposed development.

The intersection with 170 will be a divided roadway designed in accordance with DOT requirements and will incorporate the recommendations of the project Traffic Engineer who is working with the County Traffic planner in developing the needs for this intersection.

The road off Hwy 170 will provide a perpendicular "Cross" intersection at the present intersection. The entry roadway will be landscaped and curved back approximately 400 feet to an intersection that will provide access to a new road that will provide access across the property to the property of the Beaufort County School District which lies to the South of the subject tract. The new Road will provide the primary access to non-residential sites to the West and access to the entrance for the Osprey Point residential community which will stretch from the access road, east to the Okatie River tidal basin. The tidal basin forms the Eastern boundary of the property.

PROPOSAL

The property is proposed to be zoned to a PUD development with 345 residential units. These units will be developed in the Residential Transect, east of the north/south Connector Road and the Urban Center Transect (See Exhibit H). Any units not utilized in the R1 Residential zone may be developed in the Urban Center Transect as Live Work or Residential Above Commercial. There will be 50' right-of-way provided for a Connector Road between the Residential and Urban Center Transect that runs parallel to Highway 170. The Connector Road will provide access to the School Board property at the Okatie Elementary School (to the south) and the Beaufort County Animal Shelter and future Passive Park (to the north).

Several community and environmental issues were defined by the planning team as significant to address through the planning process. These include:

- (1) Creation of a sustainable mixed-use community in the Okatie area of Beaufort County
- (2) Storm Water Detention provisions meeting Best Management requirements and

- sustainable community standards
- (3) Storm Water discharge quality
- (4) Detention pond water quality
- (5) Tree protection of specimen trees.
- (6) Provision for future public transit, with boarding points identified, and sufficient population and job densities to make them financially feasible

STORMWATER DETENTION

The stormwater detention system will be designed to conform to current state and Beaufort County regulations for stormwater quantity and quality control.

STORMWATER DISCHARGE QUALITY

The stormwater detention system will be designed to conform to current state and Beaufort County regulations for stormwater quantity and quality control.

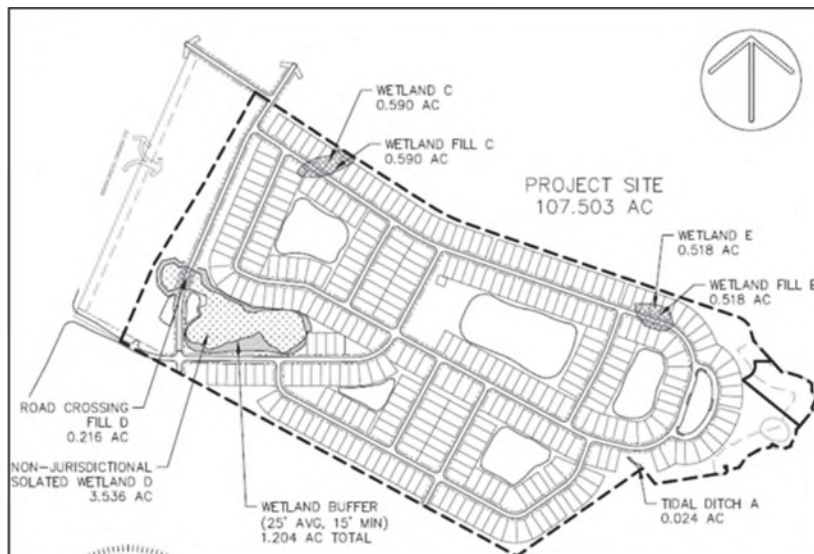
RETENTION POND WATER QUALITY

The stormwater detention system will be designed to conform to current state and Beaufort County regulations for stormwater quantity and quality control.

WETLAND PRESERVATION

There are 5.855 acres of wetlands located on the property, which were confirmed by the US Army Corps of Engineers on June 11, 2018 (AJD)(SAC-2014-01087). 1.132 acres of wetlands were deemed subject to the regulatory jurisdiction of the US Army Corps. The remaining 4.723 acres of wetlands were deemed non-jurisdictional. Those wetlands are not under the regulatory jurisdiction of the US Army Corps; however, they are subject to state and local regulations concerning wetlands.

The applicant has received a permit (SAC-2014-01087, May 13, 2019) from SCDHEC to fill 1.1 acres of jurisdictional and 0.216 acres of non-jurisdictional freshwater wetlands. Required mitigation includes the purchase of 13.8 credits from an approved wetland mitigation bank and the preservation of the



remaining 3.320 acres of non-jurisdictional freshwater wetlands and 1.204 acres of upland buffer through a recorded restrictive covenant/plat. The only wetland and critical line buffers imposed within the development shall be the mitigation buffers approved by SCDHEC and US Army Corps of Engineers illustrated below and on the masterplan. A special use permit will not be required by Beaufort County for the cited approved wetland impacts.

SPECIMEN TREE PROTECTION

Specimen trees as defined in the 1999 Zoning and Development Standards Ordinance will be identified and located by a certified arborist, professional urban forester, registered landscape architect, or registered land surveyor. Protection for and removal of specimen trees has been anticipated by the Plan (Exhibit B) and must (1) follow the 1999 Zoning and Development Standards Ordinance to the maximum extent practicable; and (2) follow Section VIII(N) of the parties' Development Agreement, as amended, at a minimum. In the event the Plan (Exhibit B) is in conflict with the 1999 Beaufort County Zoning and Development Ordinance, the Plan shall govern, provided that Section VIII (N) of the parties' Development Agreement must be followed at a minimum.

Necessary specimen tree removal to incorporate the plan has been modeled after existing tree protection standards in the county such that all trees identified for removal shall be labeled and tree protection zones established for all trees to be preserved within project areas as required by the 1999 Beaufort County Zoning and Development Standards Ordinance. In the event the Plan (Exhibit B) is in conflict with the 1999 Beaufort County Zoning and Development Ordinance, the Plan shall govern, provided that Section VIII (N) of the parties' Development Agreement must be followed at a minimum.

There are particularly fine specimen live oak, pecan and walnut trees in the area of the house that exists on the property. These trees are incorporated into the public area of the project so that they can be maintained and celebrated by all.

SOLID WASTE DISPOSAL

Solid waste pick-up will be negotiated by the POA with a limited number of carriers on an annual basis and may include recycling services as part of the programs offered. Solid Waste services will then be contracted by the individual owners with the selected Company or Companies at the negotiated rate.

DENSITY

Along with addressing environmental concerns and important part of the plan that makes the other issues possible is the overall density of the development. The average density of the Okatie Village region is between 3 and 5 units per acre per acre which is considered low to medium by most jurisdictions in this state and in this country. The density in Osprey Point (2.89Units/acre) falls in the middle of the PUD's that make up the Okatie Village Area. This density allows for a mix of housing types and provides space for amenities such as the lakes and ponds, the environmental buffers and natural areas and the amenity areas. It also provides for transects of decreasing density outward from the Urban Center.

Residential units will be "live/work" or "residential above commercial" units located in the Urban Center, but only if units go unutilized within the Residential transect. Up to 345 units will be single family within the Residential transect.

RECREATIONAL OPPORTUNITIES

Recreation opportunities in Osprey Point will be both active and passive. The facilities planned may include:

- (1) Lakes and ponds stocked with fish.
- (2) Lake access with canoes and or kayaks available.
- (3) Fishing piers and community observation points.
- (4) A Okatie River community area

- (5) Along the new road a community amenity area with swimming pool
- (6) Playground
- (7) Sidewalk Trails

As mentioned above the project will have a number of acres devoted to lakes and ponds. The lakes may be stocked with fish and have a management plan in place. Piers may be located at strategic points on the lakes that will be available to all. Individual owners who front on the lakes will have within prescribed limits the ability to build small piers so that they can access the lakes. Boats on the lake will be limited to canoes, kayaks and "john" boats under 12 feet. Motors will be restricted to electric only under 3 horsepower.

The existing house on the property will be retained for community use. The house and the immediate grounds will make an attractive setting for weddings, family gatherings and some community events. The existing dock down to Malind Creek will be retained to allow for crabbing, fishing and limited access to the river. There are no plans to expand the existing dock.

Throughout Osprey Point there will be a system of sidewalks for the use of the people who live in the community. This trail system will connect to the school site so that children can travel from this and other adjoining neighborhoods to the school.

INTERCONNECTIVITY

The Osprey Point planning team has been working with the planners for the adjacent properties to provide for interconnectivity of roads, open space and leisure trails. There is the road off Highway 170 and internal trails that will be shared with the Okatie Marsh property to the North. The new Connector road running north/south across the property to the School is planned to connect at each end to the roads on the adjacent properties.

Within the residential community there are interconnecting roads that tie together the properties to the North and to the South. These same provisions will accommodate sewer and water services as approved and coordinated with Beaufort Jasper Water Sewer Authority.

PROPOSED DEVELOPMENT SCHEDULE

The project is expected to be phased. (See Exhibit D)

LOCAL TEAM/LOCAL GOALS

Design Team:

It is the intent of the Owner and Purchaser to use local professionals to assist with the Planning and Development process to the Maximum extent possible. The following team members have been identified and are under contract or expected to go under contract at the appropriate time in the process.

Owner/Applicant	LPC III, LLC Mr. Nathan Duggins, III
Land Planning/Landscape Architecture	J.K. Tiller Associates, Inc. Bluffton, SC
Civil Engineering	Ward Edwards Bluffton, SC
Development Permitting	Walker Gressette Freeman Linton LLC Charleston, SC

A. INTERCONNECTIVITY

The plan provides inter-connectivity at several levels- Highways, Leisure Sidewalks, Utilities, and Recreation.

ROADS

The main entrance to the project is connected to Highway 170 at its intersection with Shortcut Road. From there, one road departs to Okatie Marsh to the north and another departs South across the property and connects to the Beaufort County School District. This road will allow people to get from Okatie Marsh to the BCSD without traveling on HWY 170. Further east, there is another road that connects to River Oaks.

BIKE AND LEISURE WALKS/TRAILS

There is a portion of the East Coast Greenway, a bike trail from Maine to Florida that passes adjacent to the property. Sidewalks will be concrete. These sidewalks will inter-connect within the development so that the residents of Osprey Point can get to school and to the Urban Center without depending on a vehicle. In addition, pedestrians will be able to connect to River Oaks and the Okatie Marsh Passive Park.

UTILITY SYSTEMS

Utility systems are planned to inter-connect with adjacent community services and will be served by Beaufort Jasper Water Sewer Authority and Palmetto Electric.

RECREATION (Active and Passive)

The property includes a 6.5 Acre Riverfront Passive Park that allows access for all homeowners to the Okatie River. In addition, this provides a 100' river buffer and protects the canopy of existing live oaks and other significant specimen trees. Other pocket parks and open areas will be assessable by homeowners. A +/- 2.1 Acre recreational park with amenities will also be located central to the plan and assessable to all homeowners.

B. THE SITE, EXISTING STRUCTURES, AND ADJACENT PROPERTIES

The Osprey Point site contains 119.28 Acres. It is located in Beaufort County to the east of Highway 170 and stretches eastward to the banks of Malind Creek and the marshes of the Okatie River. Malind Creek is part of the Okatie River basin and its waters eventually exit into the ocean through the Port Royal Sound via the Colleton River.

The property has over one thousand five hundred feet of frontage on Highway 170. It has approximately one thousand two hundred linear feet of shoreline on Malind Creek.

The property is approximately three quarters of a mile from Highway 170 eastward to Malind Creek. The deed and site map are included herewith.

The property is owned by LCP III, LLC. The property will be developed as an environmentally sensitive and sustainable community that is a celebration of all that makes the Lowcountry special.

There are three existing structures on the property. None qualifies as historic. These structures include a two-story vacation home, a pier with a floating dock, and a concrete boat ramp.

VACATION HOME: The vacation home appears to have been built in the late nineties. It is of sound construction. The lower floor includes a three bay garage, screened porch, rest room and laundry. The upper floor is the "living" floor with a kitchen, great room, two bedrooms with closets, and one bath.

The house contains approximately 3700 SF including garage and porches. It is the intent of the development team to keep the structure intact.

DOCK: The existing dock will remain but may need the addition of hand and guardrails on the ramp for safety.

BOAT RAMP: The existing boat ramp is on the South end of Malind Creek shoreline and is adequate for small boat launching. There are no improved roads to the ramp.

ADJACENT PROPERTIES

Adjacent property owners are identified on the Master Plan Exhibit. (SEE EXHIBIT B)

C. PUD BENEFITS

1. Urban Center: This area will provide diversity in tax base and will contribute to the developing commercial character of the HWY 170 corridor. I will also provide sites for convenience-type services for the area residents, and jobs for residents.

2. Interconnectivity with adjacent sites: There are 3 proposed access points into the development from HWY 170. These access points include a right-in/right-out at the Urban Center, a Full Signalized intersection at Pritcher Point Road, and a Full Access at Red Oaks Drive. A north/south Connector Road will connect Osprey Point to the River Marsh property to the north and the BCSD property to the south. In addition, there is a connection to the River Oaks development to the south, which will provide access from Cherry Point Road to the signalized intersection at HWY 170, the Urban Center, and the county's passive park at River Marsh. This interconnectivity will provide internal capture of vehicular traffic and quicker response times for emergency vehicles.

3. Provision of a commercial lot for public service use: The applicant intends to dedicate one commercial lot for public service use. The tenant of this lot has not been identified at this point and the applicant remains flexible in the final use of this parcel.

4. Preservation of freshwater wetlands: Freshwater wetlands and buffers will be placed under protective covenant in accordance with USACE Permit SAC-2014-01087.

5. Increased amount of open space to be preserved immediately adjacent to the protected river buffer: The benefits of this increased buffer include increased overland filtration of stormwater before it reaches the marsh, flexibility of land use as a passive recreational facility open to homeowner use, additional protection of river buffer from effects of development. This buffer consists of more than 6.5 Acres of pecan orchard and mixed woodland area. The area also includes the archeological sites identified on the property and the majority of the specimen trees.

6. Sanitary sewer system: The applicant will extend an easement to its southern property line for purposes of future extension to existing homes along Cherry Point Road.

7. Stormwater management system will conform to current state and local stormwater regulations.

8. Lakes to be stocked with fish- recreation/water quality: The stormwater lakes will be stocked with fish providing recreational opportunities as well as improving the water quality. The species of fish will be carefully selected according to their benefit to water quality.

9. Recreational opportunities provided: Walking trails/sidewalks, fishing, boating, amenity building, and pool will be part of the development's recreational/wellness plan.

10. Walk to School: Sidewalks make every home within Osprey Point accessible to Okatie Elementary School and any other schools built on the BCSD property in less than 10 minutes. By bike, the commute time is even less.

11. Public Transit: The plan as proposed will concentrate sufficient density in the Okatie Village area to make future public transit economically viable. The plan provides for the public Transit stops at the Okatie Village which is within a 10 minute walk of any house in the community. Transit stops are planned within other facilities in the Master Planned Okatie Village area.

12. Economic Benefit: The community real estate values at build out will generate taxes estimated to be ten times greater than the tax anticipated from the current zoning. An analysis is in process and will be provided. It is believed that the benefit to the county exceeds the cost to the county so that the long term effect should help to reduce existing County operating deficits.

D. ALLOWED LAND USES

Within the Residential Transect (R1), a total of 345 Single Family Residential are planned. Density will not exceed 3.43 units per acre. Other uses included passive and active recreational areas.

Within the Urban Center, the uses are as described for Suburban Commercial and Institutional in the ZDSO to include retail, assisted living and nursing care, offices (medical and professional), real estate sales, bank, child or adult day care, grocery or food store (up to 50,000 SF), pharmacy, restaurant, landscape and hardscape sales, furniture store, churches and associated buildings, gas sales, and fitness center.

The district may be sub-divided for different users.

The district is to be organized around a Village Green. Stores will front on the sidewalks and toward the Village Green and to the exterior of the property. Parking will be on the inside of the complex, screened from the buildings and green spaces.

Buildings are expected to be three stories or less, with retail on the lower level, offices or residences on the mid-level, and residential on the upper level. Office space is included in the Commercial cap of 207,700 gross square feet. Residential units not utilized in the R-1 transect may be used in the Urban Center as Live Work or Residential above Commercial.

Open Space: Total open space for the Malind Bluff PUD shall be calculated for the boundary of the Malind Bluff PUD and not on a site-specific basis for each phase of the Malind Bluff PUD, individual development or project. Open Space includes the following:

1. Landscaped areas including manicured village greens
2. 100% of lagoons, ponds, impoundments and lakes (detention, retention, or recreational).
3. 100% of freshwater wetlands
4. Wetland buffers
5. Forest, wildlife preserves/corridors, conservation areas and greenbelts
6. Community Garden Plots
7. Recreation areas including swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, etc.
8. Pedestrian/bicycle sidewalks
9. Perimeter buffers
10. Other non-buildable areas

Buffers for perimeter and wetlands: As shown on Exhibit B (Master Plan). The property perimeter is protected by buffers on all sides. These buffers are wooded with good understory in most areas. If necessary, walls or fences may be placed within the buffers to provide additional screening. Buffer sizes vary as noted on Exhibit B. Wetland buffers shall be limited to those required by SCDHEC and US Army Corps of Engineers for mitigation purposes.

E. PHASING

See Exhibit D

F. COMPATIBILITY OF PROPOSED LAND USES WITHIN THE PUD AND THE SURROUNDING AREA

The Urban Center property is adjacent to HWY 170. It is part of the Okatie Village Regional Plan. There are 3 proposed access points into the development from HWY 170. These access points include a right-in/right-out at the Urban Center, a Full Signalized intersection at Pritcher Point Road, and a Full Access at Red Oaks Drive. In addition, a 50 foot vegetative buffer along HWY 170 will provide visual screening.

Across HWY 170 in Jasper County, the property is zoned light industrial use.

Single-family homes are located along the boundary adjacent to Okatie Elementary School. Teachers and children living in Osprey Point will be able to walk to the school.

Sidewalks will allow children to walk or ride bikes to school. When the weather is inclement, students may be driven to and from school without driving on HWY 170.

Other adjacent properties in the area are or are being planned for residential use with similar densities to those proposed.

Years ago, the County Planning Staff did a planning analysis of the area and found that it was no longer rural in character. The recommendation from the analysis was that the area should be rezoned for Suburban Residential with an allowable Residential Density of 3 to 4 units per acre.

The Southern Beaufort County Comprehensive Plan shows the area as Residential, confirming that the property is no longer rural. The Comprehensive Plan also encourages the creation of areas of higher density and mixed use. The Okatie Village Master Plan envisions the location of this area as one of those pockets of mixed use due to its location adjacent to the Okatie Elementary School and the ability to accommodate denser residential development.

G. TECHNICAL REVIEW AND SERVICE LETTERS

Service and review letters have been requested from the entities listed below for the project as previously planned. These letters were requested for an earlier development on the same property and copies of the letters requesting service for this plan and copies of the letters previously provided are included. The service letters for the previous plan will be replaced as soon as the new letters arrive.

Electrical Service:	Palmetto Electric Cooperative, Inc.
Water and Sewer Service:	Beaufort-Jasper Water Sewer Authority; SCDHEC
Stormwater and Drainage:	SCDHEC
Telephone/Cable/Internet:	Hargray
Emergency Services:	Beaufort County Sheriff's Department

Electrical utility service lines to developed lots and buildings within the community will be installed underground. This includes the existing building. There are transmission lines that pass through the property. Every effort will be made to work with the Palmetto Electric to place these lines underground.

i. Exhibit E- Stormwater Drainage: The stormwater drainage exhibit illustrates the size and location of proposed stormwater lagoons, interconnectivity, and point(s) of discharge to the adjacent receiving water body.

ii. **Exhibit F Water Distribution:** The water distribution exhibit illustrates the proposed configuration of the water mains that will provide drinking water, irrigation, and fire protection to the proposed development. The exhibit has been reviewed and coordinated with Beaufort-Jasper Water & Sewer Authority to include planning considerations for future service to adjacent properties.

iii. **Exhibit G- Sanitary Sewer:** The sanitary sewer exhibit illustrates the proposed configuration of gravity sewer collection, pump stations, force mains, and points of connection to existing mains. The exhibit has been reviewed and coordinated with Beaufort-Jasper Water & Sewer Authority to include planning considerations for future service to adjacent properties.

H. EFFECTS UPON PUBLIC HEALTH, SAFETY, AND WELFARE

This development improves the overall public health, safety, and general welfare of the county in the surrounding Okatie area. Specific improvements include:

1. Retention of stormwater in accordance with current state and Beaufort County regulations for stormwater quality and quantity control.
2. Vegetation within stormwater BMPs will improve water quality.
3. Expanded river buffer along Malind Creek exceeds the current ordinance.
4. Enhanced buffers along wetlands in accordance with mitigation buffers approved by SCDHEC and US Army Corps of Engineers.
5. Interconnecting Connector Road parallel to HWY 170 relieves traffic and provides for internal capture within Okatie Village
6. Interconnecting sidewalks connect, amenities, the school, the commercial area and adjoining communities.
7. The applicant is willing to extend an easement for potential future use/extension of sanitary sewer service to the River Oaks property line for potential service to existing homes along the bluff.

I. PROPOSED DENSITIES

i. **Exhibit H- Transect Map:** (See Attached Exhibit H)

J. IMPACT ON LOCAL AND REGIONAL TRANSPORTATION

SEE TRAFFIC STUDY

K. PRESERVATION OF OPEN SPACE, NATURAL AND CULTURAL RESOURCES

The Open Space preserved on the property is approximately +/-48.05 Acres as shown on Exhibit B. These open space areas, including parks (both passive and active), wetlands, buffers, stormwater lagoons, and other non-buildable areas contribute to the collection of the 100 year flood waters- all of this contributes to the protection of the Okatie River headwaters. (SEE ATTACHED EXHIBIT B AND C)

Preservation of freshwater wetlands: Freshwater wetlands and buffers will be preserved as shown in Exhibit B. Where the wetlands would hinder the accomplishment of other sustainability goals, the wetlands will be filled and mitigated. The applicant will be placing buffers of varying dimensions near/around some of the wetlands which will be secured via restrictive covenants. A special use permit for wetland impacts will not be required by Beaufort County in this instance.

Existing trees will be protected throughout the community within the wetlands, passive and active

parks, buffers, and other non-buildable areas.

Newkirk Environmental prepared an Endangered Species report (ATTACHED) and a letter from the State Department of Natural Resources is also included.

RS Webb completed an investigation of the site and found sites which are outlined in the attached report. A MOU is being worked out with the State Historic Properties Office for the sites identified as having potential significance but cannot be finalized until a number is assigned by OCRM for Land Disturbance. The areas brought into question by the report are in areas undisturbed as shown on the Master Plan (Exhibit B).

RS Webb completed an archaeological study of the property several years ago. A copy of their report is included in this document. Three sites were found to contain artifacts. These are designated 38BU 2230, 2230, and 2232. Site 38BU 2230 and 2232 were located along Malind Creek. Both sites are in a later phase of the project and are in areas that are to remain undisturbed by the proposed development.

There is subterranean evidence on the site of pre Columbian occupation of the site for hunting, fishing, and camping. Additionally, there is evidence of a house that is no longer there.

Agreements are being worked out with the State Historic Properties Office. All areas found are in later Phases of the development plan and in areas that will be undisturbed by the development proposed. A copy of the RS Webb report is attached and a copy of the MOA will be provided as soon as it is in hand.

i. Exhibit C- Trails and Open Space Plan: The Trails and Open Space exhibit shows the proposed open spaces and trails/sidewalk locations and the summary for open space within each planning area.

L. ENHANCED LANDSCAPING BUFFERS

The plan calls for significantly increased buffers in locations where the development has the potential to impact the surrounding environment. Along Malind Creek, the buffers exceed 100' in order to protect the river basin.

Along Highway 170, the buffer is 50' and is to be planted with materials that complement the plan and help to accomplish its objectives and must comply with the 1999 Beaufort County Zoning and Development Standards Ordinance. The provisions of the Highway 170 buffer will be enforced at the time the highway frontage is presented for development plan approval.

Amongst the three PUDs that make up Okatie Village, there are buffers and open spaces that separate the PUDs. However, the buffers between PUDs have been minimized to make the communities flow together better as one larger community.

Landscape entry features are planned at several points through the development. The entry road off 170 at Pritcher Road will be the gateway for Okatie Village, the County's new Animal Shelter and the proposed Okatie Marsh Passive Park.

Street trees will be planted at a minimum of 50' OC on both sides of the streets. Measures will be taken to preserve specimen trees that can be saved within the ROWs throughout the community.

Covenants and restrictions will encourage preservation of existing trees and shrubs by homeowners and the established Homeowners' Association, and may require additional landscaping on the residential lots. All landscaping and tree provisions of the 1999 Beaufort County Zoning and Development Standards Ordinance shall apply to individual lots following receipt of Final Certification of Compliance issued by Beaufort County for the lot in question.

M. ROADWAYS, SIDEWALKS, ACCESS TRAILS

Osprey Point has approximately 1500' of frontage on HWY 170. This main County thoroughfare is divided lane highway with both grass median. There are two lanes headed north and two headed south. Acceleration and Deceleration Lanes are planned as recommended by the Traffic Study prepared by SRS Traffic Engineers.

Pritcher Road, the northern access point, provides a gateway to the County's new Animal Shelter, the County's proposed Okatie Marsh Passive Park, and Osprey Point. It will provide access to the Connector Road, and eventually the Urban Center and Residential District.

Further south along HWY 170, a right-in/right-out intersection provides access directly into the Urban Center. This gateway is enhanced by a public greenspace and walkable commercial village.

The southernmost access point provides access to the Urban Center, Beaufort County Schools properties, and the main gateway into the Residential District of Osprey Point. All entry designs and monument signage will be designed by J. K. Tiller Associates, Inc.

The Residential District has three proposed vehicular access points, including a direct vehicular access to River Oaks to the south. In addition, sidewalks and trails provide access to the Urban Center, the County's proposed Okatie Marsh Passive Park, Okatie Elementary, amenities, and parks.

i. Exhibit C- Trails and Opens Space Plan: See Exhibit C (Attached)

N. PUBLIC BENEFITS AND COMMUNITY FACILITIES

This development improves the overall public health, safety, and general welfare of the county in the surrounding Okatie area. Specific improvements include:

1. Retention of stormwater in accordance with current state and Beaufort County regulations for stormwater quality and quantity control.
2. Vegetation within stormwater BMPs will improve water quality.
3. Expanded river buffer along Malind Creek exceeds the current ordinance.
4. Enhanced buffers along wetlands in accordance with mitigation buffers approved by SCDHEC and US Army Corps of Engineers.
5. Interconnecting Connector Road parallel to HWY 170 relieves traffic and provides for internal capture within Okatie Village
6. Interconnecting sidewalks connect, amenities, the school, the commercial area and adjoining communities.
7. Sanitary sewer system: The applicant will extend an easement to its southern property line for purposes of future extension to existing homes along Cherry Point Road.

The project is located in a TIF district. The development, at build-out, will substantially raise the tax base for the county and for the schools.

Children and adults can walk or ride bikes to school and to the Urban Center for shopping. Teachers and workers can walk or ride to work.

The Urban Center serves Osprey Point and River Oaks. Potential uses include grocery, pharmacy, child care, adult day care, churches, government services, restaurants, convenience store, bakery Lowcountry confectionary store, furniture store, florist, fitness center, plant store, other retail, mercantile businesses and offices.

It is the goal of the plan to capture more than 15% of the trips generated within the three communities that make up Okatie Village.

O. PERIMETER TREATMENT

As presented earlier, the property perimeter is protected by buffers on all sides. These buffers are wooded with good under story plantings in most areas. The neighbors on either side are being planned concurrently and will include interconnectivity, both vehicular and pedestrian.

If it is necessary to add a fence to ensure screening, the fence will be treated as an urban wall or buffered with landscape, if not. Throughout the community, walls and fences are generally welcome.

Along Highway 170, the buffer is 50' and along the River, the buffer is a minimum of 100'.

P. UNDERGROUND UTILITIES

Electrical utility service lines to developed lots and buildings within the community will be installed underground. This includes the existing building. There are transmission lines that pass through the property. Every effort will be made to work with the Palmetto Electric to place these lines underground.

Q. ZDSO TABLE 106-1098

Within the Residential Transect (R1), a total of 345 Single Family Residential are planned. Density will not exceed 3.43 units per acre. Other uses included passive and active recreational areas.

Within the Urban Center, the uses are as described for Suburban Commercial and Institutional in the ZDSO to include retail, assisted living and nursing care, offices (medical and professional), real estate sales, bank, child or adult day care, grocery or food store (up to 50,000 SF), pharmacy, restaurant, landscape and hardscape sales, furniture store, churches and associated buildings, gas sales, and fitness center.

The district may be sub-divided for different users.

The district is to be organized around a Village Green. Stores will front on the sidewalks and toward the Village Green and to the exterior of the property. Parking will be on the inside of the complex, screened from the buildings and green spaces.

Buildings are expected to be three stories or less, with retail on the lower level, offices or residences on the mid-level, and residential on the upper level. Office space is included in the Commercial cap of 207,700 gross square feet. Residential units not utilized in the R-1 transect may be used in the Urban Center as Live Work or Residential above Commercial.

Open Space: Total open space for the Malind Bluff PUD shall be calculated for the boundary of the Malind Bluff PUD and not on a site-specific basis for each phase of the Malind Bluff PUD, individual development or project. Open Space includes the following:

1. Landscaped areas including manicured village greens
2. 100% of lagoons, ponds, impoundments and lakes (detention, retention, or recreational).
3. 100% of freshwater wetlands
4. Wetland buffers
5. Forest, wildlife preserves/corridors, conservation areas and greenbelts
6. Community Garden Plots
7. Recreation areas including swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, etc.

8. Pedestrian/bicycle trails
9. Perimeter buffers
10. Other non-buildable areas

Buffers for perimeter and wetlands: As shown on Exhibit B (Master Plan). The property perimeter is protected by buffers on all sides. These buffers are wooded with good understory in most areas. If necessary, walls or fences may be placed within the buffers to provide additional screening. Buffer sizes vary as noted on Exhibit B. Wetland buffers shall be limited to those required by SCDHEC and US Army Corps of Engineers for mitigation purposes.

R. MASTER PLAN- EXHIBIT B

The Master Plan illustrates the proposed development for Osprey Point. It outlines the overall development and allows for a basic understanding of the proposed components for the development.

The exhibit illustrates and delineates the location for lots, lakes and littoral shelves, and amenities (both passive and active). It also delineates areas for access, internal roadways, and interconnectivity. In addition, the plan depicts the areas of open space, wetland buffers, interconnected sidewalks/paths, and required buffers.

For detached single family residential (i) the minimum lot width shall be 50 feet with a minimum lot depth of 100 feet, (ii) the average lot size may vary as to specific area of the master plan, but the overall average lot size on the Property shall not be less than 5000 square feet and (iii) the minimum side setbacks shall be 5 feet on each side. As for dwelling units, a minimum front-yard setback of 20 feet shall be imposed on lots with attached front-loaded garages; a minimum setback of 15 feet for lots with side-loaded garages; a minimum setback of 10 feet from the back lot line; and a minimum setback of 3 feet from a pool, accessory structure, deck, or pool deck.

Roadways throughout the development shall have a minimum ROW width of 50'. Travel lanes shall have a minimum paved surface width of 24'. Sidewalks shall have a minimum offset from back of curb of 3.5' and minimum width of 5'.

Any and all street signage and marketing signage within the property of Malind Bluff PUD shall be governed by the Malind Bluff ARB. Entrance monumentation fronting public ROWs will be governed by the attached BC ordinance, but permanent monumentation at each entrance will be allowed at minimum. Allowable signage SF will be per the attached BC ordinance.

Any other size parameters not mentioned within this text will be governed by the attached Exhibits B and C or the Malind Bluff Development Agreement (in that order of hierarchy).

i. Exhibit B- Master Plan: The Master Plan exhibit shows the proposed development. It outlines the overall development and allows for a basic understanding of the development and its components. The Master Plan identifies areas of development, open space, roads, walks, lagoons, access/connectivity, buffers, and development summary.

S. UNITS BY ZONING CLASSIFICATION

Within the Residential Transect (R1), a total of 345 Single Family Residential are planned. Density will not exceed 3.43 units per acre. Other uses included passive and active recreational areas.

Within the Urban Center, the uses are as described for Suburban Commercial and Institutional in the ZDSO to include retail, assisted living and nursing care, offices (medical and professional), real estate sales, bank, child or adult day care, grocery or food store (up to 50,000 SF), pharmacy, restaurant, landscape and hardscape sales, furniture store, churches and associated buildings, gas sales, and fitness center.

The district may be sub-divided for different users.

The district is to be organized around a Village Green. Stores will front on the sidewalks and toward the Village Green and to the exterior of the property. Parking will be on the inside of the complex, screened from the buildings and green spaces.

Buildings are expected to be three stories or less, with retail on the lower level, offices or residences on the mid-level, and residential on the upper level. Office space is included in the Commercial cap of 207,700 gross square feet. Residential units not utilized in the R-1 transect may be used in the Urban Center as Live Work or Residential above Commercial.

Open Space: Total open space for the Malind Bluff PUD shall be calculated for the boundary of the Malind Bluff PUD and not on a site-specific basis for each phase of the Malind Bluff PUD, individual development or project. Open Space includes the following:

1. Landscaped areas including manicured village greens
2. 100% of lagoons, ponds, impoundments and lakes (detention, retention, or recreational).
3. 100% of freshwater wetlands
4. Wetland buffers
5. Forest, wildlife preserves/corridors, conservation areas and greenbelts
6. Community Garden Plots
7. Recreation areas including swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, etc.
8. Pedestrian/bicycle trails
9. Perimeter buffers
10. Other non-buildable areas

Buffers for perimeter and wetlands: As shown on Exhibit B (Master Plan). The property perimeter is protected by buffers on all sides. These buffers are wooded with good understory in most areas. If necessary, walls or fences may be placed within the buffers to provide additional screening. Buffer sizes vary as noted on Exhibit B. Wetland buffers shall be limited to those required by SCDHEC and US Army Corps of Engineers for mitigation purposes.

T. OWNERSHIP OF COMMUNITY AMENITIES

The Covenants for Osprey Point will establish a residential property owner's association (POA) and Business Owners Association (BOA) both of which will have an annual regime fee. The POA and BOA will own and manage the community support facilities, including roads, sidewalks, lakes and drainage structures, open spaces, and amenities. Percentage of responsibility will be determined based on anticipated use and benefit.

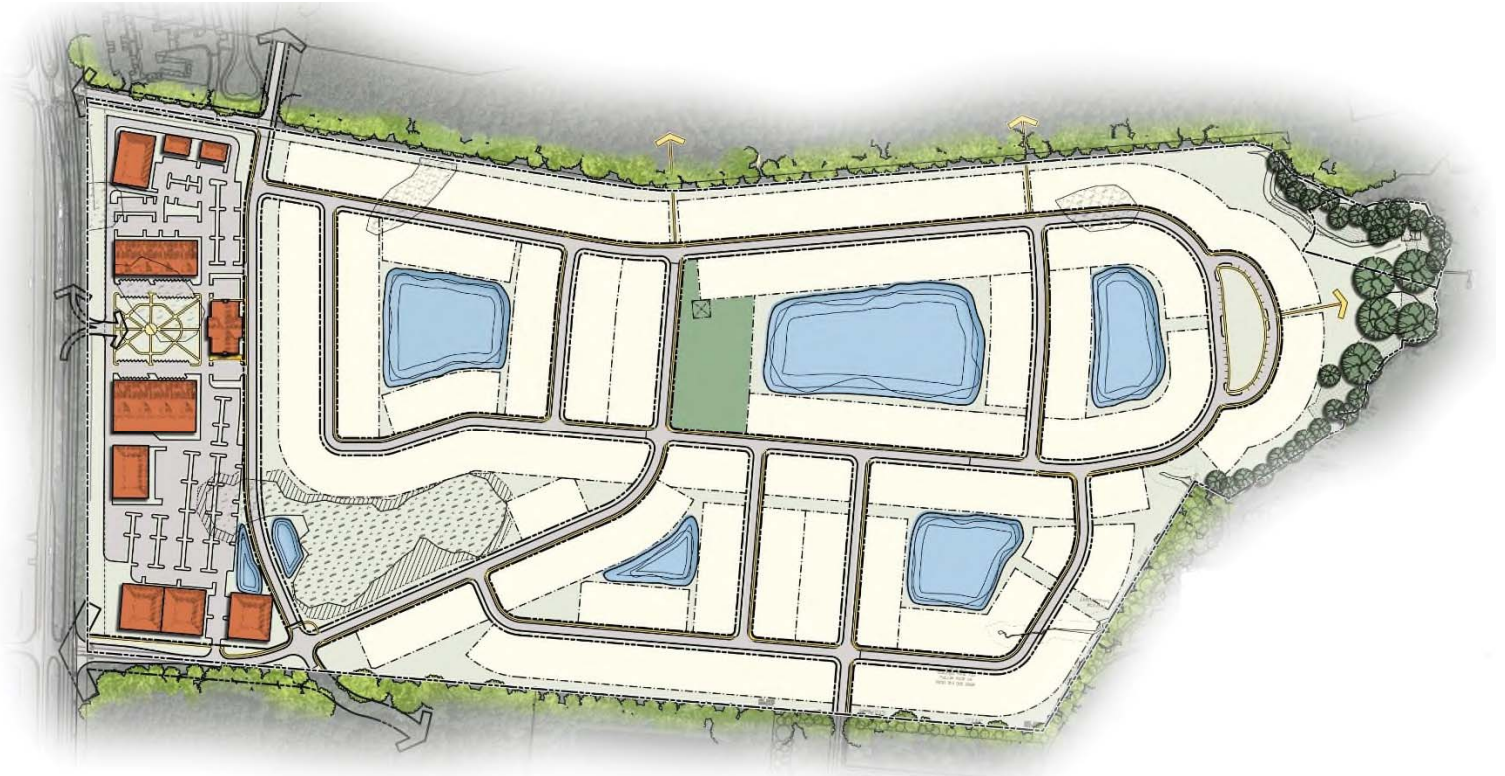
A regime fee will be established with a method of perpetuating itself. Collection methods, rate adjustment policies and administration of funds will be established in the covenants. Proceeds from the collection of fees will be used to defray the cost of all commonly owned facilities.

The Connector Road serves the school which in all likelihood will be used in case of a disaster. For this reason the roadway may be turned over to SCDOT, however, if the SCDOT is not in a position to take on responsibility, then that road will be owned and maintained by the POA/BOA.

AMENDED PUD NARRATIVE DESCRIPTION
COMBINED WITH ITS EXHIBITS

OSPREY POINT at OKATIE VILLAGE (MALIND BLUFF)

Narrative Description



PREPARED FOR:

LPC III, LLC

SUBMITTED TO:

BEAUFORT COUNTY, SOUTH CAROLINA

May 5, 2019

PREPARED BY:

**J.K. TILLER ASSOCIATES, INC.
WARD EDWARDS ENGINEERING**

APPLICANT AND PLANNING TEAM

- Owner/Applicant _____ LCP III, LLC
Mr. Nathan Duggins, III
- Land Planner/Landscape Architect _____ J. K. Tiller Associates, Inc.
Mr. Josh K. Tiller, PLA, ASLA
- Civil Engineering _____ Ward Edwards Engineering
Mr. Heath Duncan, PE
Mr. Willy Powell, PE
- Legal Counsel _____ Walker Gressette Freeman Linton LLC
Mr. G. Trenholm Walker

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MALIND BLUFF PUD

PLANNED UNIT DEVELOPMENT NARRATIVE DESCRIPTION

PROJECT LOCATION

Lowcountry Partners III LLC contracted to purchase the property from Suzanne Sheik in 2005. The property is located on a 119.254 acre parcel in Beaufort County to the East of Highway 170 N.

The property is located adjacent to Pritcher Point Rd and runs the entire length along the South side of Pritcher Point Road. Along Hwy 170 it is North of River Bend and South of Oldfield. "Short Cut" Road exits 170 opposite to Pritcher Point Rd. and cuts from Hwy 170 to Hwy 141.

The new development planned for this site will be named "Okatie Village" which will be the name of the commercial village while the residential will be known as "Osprey Point at Okatie Village".

PROPERTY ACCESS

The intersection of Short Cut Road and Pritcher Point Road is shown on the Hwy 170 development plan as a point of access and is designated for future signalization. This intersection is envisioned as the primary access to the proposed development.

The intersection with 170 will be a divided roadway designed in accordance with DOT requirements and will incorporate the recommendations of the project Traffic Engineer who is working with the County Traffic planner in developing the needs for this intersection.

The road off Hwy 170 will provide a perpendicular "Cross" intersection at the present intersection. The entry roadway will be landscaped and curved back approximately 400 feet to an intersection that will provide access to a new road that will provide access across the property to the property of the Beaufort County School District which lies to the South of the subject tract. The new Road will provide the primary access to non-residential sites to the West and access to the entrance for the Osprey Point residential community which will stretch from the access road, east to the Okatie River tidal basin. The tidal basin forms the Eastern boundary of the property.

PROPOSAL

The property is proposed to be zoned to a PUD development with 345 residential units. These units will be developed in the Residential Transect, east of the north/south Connector Road and the Urban Center Transect (See Exhibit H). Any units not utilized in the R1 Residential zone may be developed in the Urban Center Transect as Live Work or Residential Above Commercial. There will be 50' right-of-way provided for a Connector Road between the Residential and Urban Center Transect that runs parallel to Highway 170. The Connector Road will provide access to the School Board property at the Okatie Elementary School (to the south) and the Beaufort County Animal Shelter and future Passive Park (to the north).

Several community and environmental issues were defined by the planning team as significant to address through the planning process. These include:

- (1) Creation of a sustainable mixed-use community in the Okatie area of Beaufort County

- (2) Storm Water Detention provisions meeting Best Management requirements and sustainable community standards
- (3) Storm Water discharge quality
- (4) Detention pond water quality
- (5) Tree protection of specimen trees.
- (6) Provision for future public transit, with boarding points identified, and sufficient population and job densities to make them financially feasible

STORMWATER DETENTION

The stormwater detention system will be designed to conform to current state and Beaufort County regulations for stormwater quantity and quality control.

STORMWATER DISCHARGE QUALITY

The stormwater detention system will be designed to conform to current state and Beaufort County regulations for stormwater quantity and quality control.

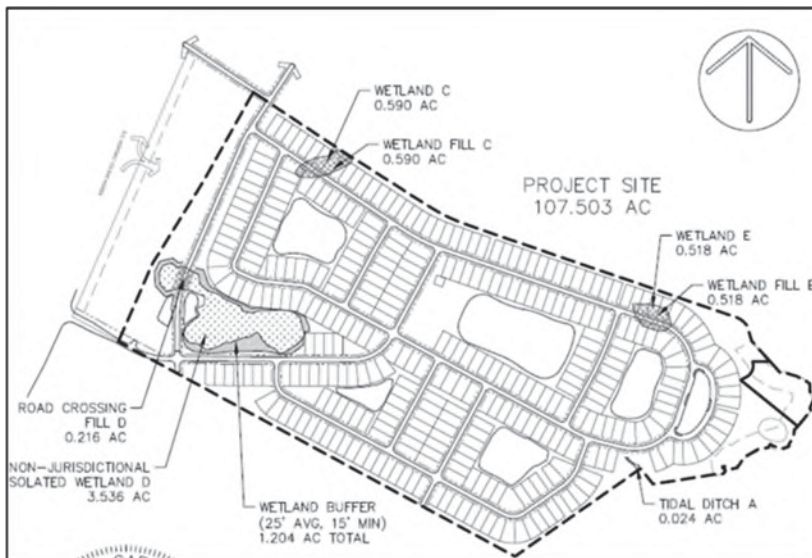
RETENTION POND WATER QUALITY

The stormwater detention system will be designed to conform to current state and Beaufort County regulations for stormwater quantity and quality control.

WETLAND PRESERVATION

There are 5.855 acres of wetlands located on the property, which were confirmed by the US Army Corps of Engineers on June 11, 2018 (AJD)(SAC-2014-01087). 1.132 acres of wetlands were deemed subject to the regulatory jurisdiction of the US Army Corps. The remaining 4.723 acres of wetlands were deemed non-jurisdictional. Those wetlands are not under the regulatory jurisdiction of the US Army Corps; however, they are subject to state and local regulations concerning wetlands.

The applicant has received a permit (SAC-2014-01087, May 13, 2019) from SCDHEC to fill 1.1 acres of jurisdictional and 0.216 acres of non-jurisdictional freshwater wetlands. Required mitigation includes the purchase of 13.8 credits from an approved wetland mitigation bank and the



preservation of the remaining 3.320 acres of non-jurisdictional freshwater wetlands and 1.204 acres of upland buffer through a recorded restrictive covenant/plat. The only wetland and critical line buffers imposed within the development shall be the mitigation buffers approved by SCDHEC and US Army Corps of Engineers illustrated below and on the masterplan. A special use permit will not be required by Beaufort County for the cited approved wetland impacts.

SPECIMEN TREE PROTECTION

Specimen trees as defined in the 1999 Zoning and Development Standards Ordinance will be identified and located by a certified arborist, professional urban forester, registered landscape architect, or registered land surveyor. Protection for and removal of specimen trees has been anticipated by the Plan (Exhibit B) and must (1) follow the 1999 Zoning and Development Standards Ordinance to the maximum extent practicable; and (2) follow Section VIII(N) of the parties' Development Agreement, as amended, at a minimum. In the event the Plan (Exhibit B) is in conflict with the 1999 Beaufort County Zoning and Development Ordinance, the Plan shall govern, provided that Section VIII (N) of the parties' Development Agreement must be followed at a minimum.

Necessary specimen tree removal to incorporate the plan has been modeled after existing tree protection standards in the county such that all trees identified for removal shall be labeled and tree protection zones established for all trees to be preserved within project areas as required by the 1999 Beaufort County Zoning and Development Standards Ordinance. In the event the Plan (Exhibit B) is in conflict with the 1999 Beaufort County Zoning and Development Ordinance, the Plan shall govern, provided that Section VIII (N) of the parties' Development Agreement must be followed at a minimum.

There are particularly fine specimen live oak, pecan and walnut trees in the area of the house that exists on the property. These trees are incorporated into the public area of the project so that they can be maintained and celebrated by all.

SOLID WASTE DISPOSAL

Solid waste pick-up will be negotiated by the POA with a limited number of carriers on an annual basis and may include recycling services as part of the programs offered. Solid Waste services will then be contracted by the individual owners with the selected Company or Companies at the negotiated rate.

DENSITY

Along with addressing environmental concerns and important part of the plan that makes the other issues possible is the overall density of the development. The average density of the Okatie Village region is between 3 and 5 units per acre per acre which is considered low to medium by most jurisdictions in this state and in this country. The density in Osprey Point (2.89Units/acre) falls in the middle of the PUD's that make up the Okatie Village Area. This density allows for a mix of housing types and provides space for amenities such as the lakes and ponds, the environmental buffers and natural areas and the amenity areas. It also provides for transects of decreasing density outward from the Urban Center.

Residential units will be "live/work" or "residential above commercial" units located in the Urban Center, but only if units go unutilized within the Residential transect. Up to 345 units will be single family within the Residential transect.

RECREATIONAL OPPORTUNITIES

Recreation opportunities in Osprey Point will be both active and passive. The facilities planned may include:

- (1) Lakes and ponds stocked with fish.
- (2) Lake access with canoes and or kayaks available.
- (3) Fishing piers and community observation points.
- (4) A Okatie River community area

- (5) Along the new road a community amenity area with swimming pool
- (6) Playground
- (7) Sidewalk Trails

As mentioned above the project will have a number of acres devoted to lakes and ponds. The lakes may be stocked with fish and have a management plan in place. Piers may be located at strategic points on the lakes that will be available to all. Individual owners who front on the lakes will have within prescribed limits the ability to build small piers so that they can access the lakes. Boats on the lake will be limited to canoes, kayaks and "john" boats under 12 feet. Motors will be restricted to electric only under 3 horsepower.

The existing house on the property will be retained for community use. The house and the immediate grounds will make an attractive setting for weddings, family gatherings and some community events. The existing dock down to Malind Creek will be retained to allow for crabbing, fishing and limited access to the river. There are no plans to expand the existing dock.

Throughout Osprey Point there will be a system of sidewalks for the use of the people who live in the community. This trail system will connect to the school site so that children can travel from this and other adjoining neighborhoods to the school.

INTERCONNECTIVITY

The Osprey Point planning team has been working with the planners for the adjacent properties to provide for interconnectivity of roads, open space and leisure trails. There is the road off Highway 170 and internal trails that will be shared with the Okatie Marsh property to the North. The new Connector road running north/south across the property to the School is planned to connect at each end to the roads on the adjacent properties.

Within the residential community there are interconnecting roads that tie together the properties to the North and to the South. These same provisions will accommodate sewer and water services as approved and coordinated with Beaufort Jasper Water Sewer Authority.

PROPOSED DEVELOPMENT SCHEDULE

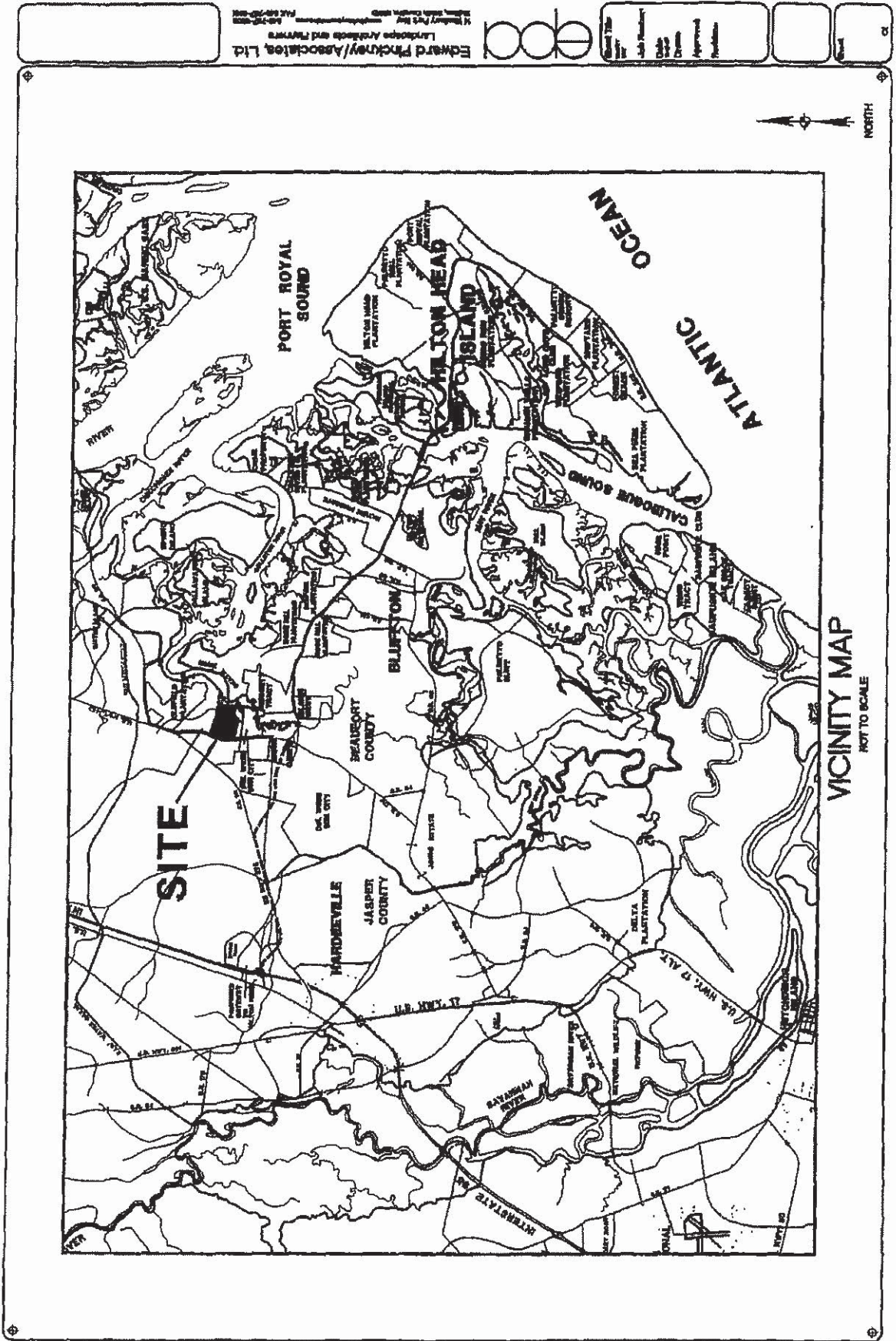
The project is expected to be phased. (See Exhibit D)

LOCAL TEAM/LOCAL GOALS

Design Team:

It is the intent of the Owner and Purchaser to use local professionals to assist with the Planning and Development process to the Maximum extent possible. The following team members have been identified and are under contract or expected to go under contract at the appropriate time in the process.

Owner/Applicant	LPC III, LLC Mr. Nathan Duggins, III
Land Planning/Landscape Architecture	J.K. Tiller Associates, Inc. Bluffton, SC
Civil Engineering	Ward Edwards Bluffton, SC
Development Permitting	Walker Gressette Freeman Linton LLC Charleston, SC



A. INTERCONNECTIVITY

The plan provides inter-connectivity at several levels- Highways, Leisure Sidewalks, Utilities, and Recreation.

ROADS

The main entrance to the project is connected to Highway 170 at its intersection with Shortcut Road. From there, one road departs to Okatie Marsh to the north and another departs South across the property and connects to the Beaufort County School District. This road will allow people to get from Okatie Marsh to the BCSD without traveling on HWY 170. Further east, there is another road that connects to River Oaks.

BIKE AND LEISURE WALKS/TRAILS

There is a portion of the East Coast Greenway, a bike trail from Maine to Florida that passes adjacent to the property. Sidewalks will be concrete. These sidewalks will inter-connect within the development so that the residents of Osprey Point can get to school and to the Urban Center without depending on a vehicle. In addition, pedestrians will be able to connect to River Oaks and the Okatie Marsh Passive Park.

UTILITY SYSTEMS

Utility systems are planned to inter-connect with adjacent community services and will be served by Beaufort Jasper Water Sewer Authority and Palmetto Electric.

RECREATION (Active and Passive)

The property includes a 6.5 Acre Riverfront Passive Park that allows access for all homeowners to the Okatie River. In addition, this provides a 100' river buffer and protects the canopy of existing live oaks and other significant specimen trees. Other pocket parks and open areas will be assessable by homeowners. A +/- 2.1 Acre recreational park with amenities will also be located central to the plan and assessable to all homeowners.

B. THE SITE, EXISTING STRUCTURES, AND ADJACENT PROPERTIES

The Osprey Point site contains 119.28 Acres. It is located in Beaufort County to the east of Highway 170 and stretches eastward to the banks of Malind Creek and the marshes of the Okatie River. Malind Creek is part of the Okatie River basin and its waters eventually exit into the ocean through the Port Royal Sound via the Colleton River.

The property has over one thousand five hundred feet of frontage on Highway 170. It has approximately one thousand two hundred linear feet of shoreline on Malind Creek.

The property is approximately three quarters of a mile from Highway 170 eastward to Malind Creek. The deed and site map are included herewith.

The property is owned by LCP III, LLC. The property will be developed as an environmentally sensitive and sustainable community that is a celebration of all that makes the Lowcountry special.

There are three existing structures on the property. None qualifies as historic. These structures include a two-story vacation home, a pier with a floating dock, and a concrete boat ramp.

VACATION HOME: The vacation home appears to have been built in the late nineties. It is of sound construction. The lower floor includes a three bay garage, screened porch, rest room and laundry. The upper floor is the "living" floor with a kitchen, great room, two bedrooms with closets, and one bath.

The house contains approximately 3700 SF including garage and porches. It is the intent of the development team to keep the structure intact.

DOCK: The existing dock will remain but may need the addition of hand and guardrails on the ramp for safety.

BOAT RAMP: The existing boat ramp is on the South end of Malind Creek shoreline and is adequate for small boat launching. There are no improved roads to the ramp.

ADJACENT PROPERTIES

Adjacent property owners are identified on the Master Plan Exhibit. (SEE EXHIBIT B)

GRAPHIC SCALE

NORTH

0 200' 400' 600'

EXPLANATION: DIMENSIONS AND LOCATIONS ARE FOR GRAPHIC REPRESENTATION ONLY. ALL DIMENSIONS MAY BE BASED ON THIS INFORMATION.



Ward
Edwards
ENGINEERING

REF ID: A61111



Legal Description of Sheik Tract

ALL that certain tract of land containing 122.021 acres located in Beaufort County, South Carolina, shown and described on a survey entitled "Property of Sonnie Sheik, James W. Pritchard Land, Cherry Point, Blinton Township, Beaufort County", prepared by Nells Christensen IV, RLS 13162, dated April 9, 1994, recorded in the R.M.C. Office for Beaufort County, South Carolina in Plat Book 50 at Page 5, and without warranties of title, also all the land between the South Carolina Coastal Council Critical Line as shown on said survey and mean high water of the Okechie River.

Said conveyance is made subject to the restriction that should the grantee herein desire to sell the above-described land or any portion of the land, the land (or the portion being sold) must be offered to the grantor herein, as long as the grantor is living, at the same price and under the same terms and conditions at which a bona fide offer accepted by the grantee has been made for the land, and the grantor shall have thirty (30) days after receipt of written notice of the price and terms within which to purchase the land at the offered price and terms. This right of first refusal is personal to the grantor and is not transferable and shall terminate upon the death of the grantor.

This being a portion of the property conveyed to the Grantor herein by Deeds recorded in Deed Book 156 at Page 24 and Deed Book 166 at Page 250 and Deed Book 166 at Page 252 in the RMC Office for Beaufort County, South Carolina.

This Deed was prepared in the Law Offices of J. Simon Fraser, P.A., Post Office Box 5098, Hilton Head Island, South Carolina 29928-5098 by J. Simon Fraser, Esquire.

716

This Deed was prepared in the Law Offices of J. Simon Fraser, P.A., Post Office Box 5098, Hilton Head Island, South Carolina 29938-5098 by J. Simon Fraser, Esquire.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said SUZANNE T. SHEIK, her heirs and assigns, forever.

AND the said JAMES W. PRITCHER, does hereby bind himself and his heirs and assigns, to warrant and forever defend, all and singular, the said Premises unto the said SUZANNE T. SHEIK, her heirs and assigns, forever, against him and his heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, JAMES W. PRITCHER, has caused these presents to be executed as of the 26th day of June, 1994.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Henrietta Soori
(Witness)

James W. Pritchard
James W. Pritchard

[Signature]
(Notary)

717

STATE OF WASHINGTON

COUNTY OF

Walla Walla

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named, JAMES W. PRITCHER, sign, seal and, as his act and deed, deliver the within written Deed, and that (s)he, with the other undersigned witness, witnessed the execution thereof.

James W. Pritchard
Witness
 (Witness)

SWORN to and subscribed before me this 15 day of June, 1994.

W. Scott Lowry
 Notary Public for Washington
 My Commission Expires: 12/1/95

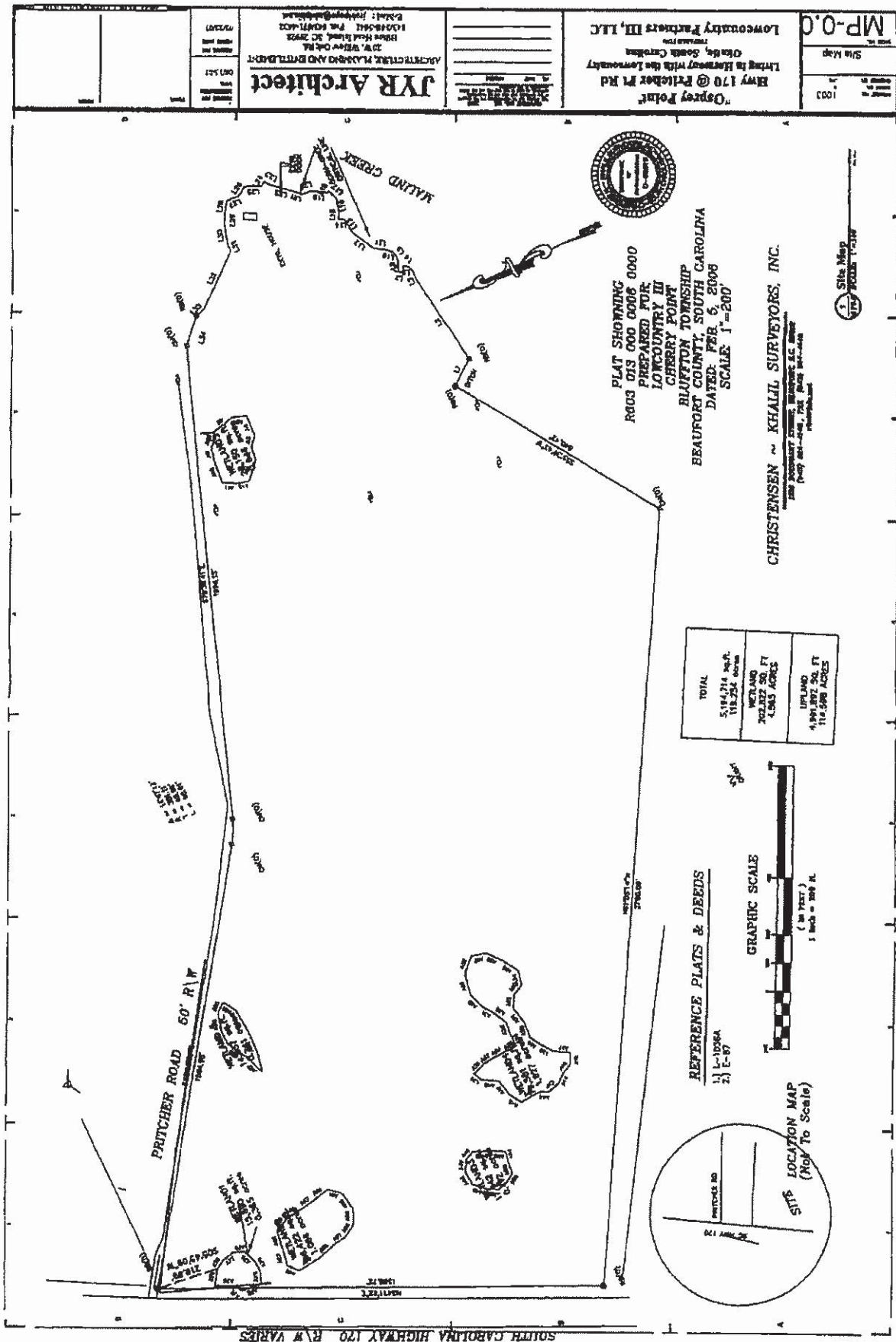


Trace
FILED - *12/26/86*
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.
54 JUN 29 AM 9:42 *MLL*
BK 715 PG 715
FOLDER #

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RECORDED THIS 26 DAY
OF July 19 86
IN BOOK RA PAGE 648
John A. Sullivan, Jr.
CLERK, BEAUFORT COUNTY, S.C.





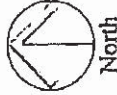
Oyster Point

A Residential Planned Community

Highway 170 @ Cherry Point
Bluffton Township, SC

PERCULATED 2004

Lowcountry Partners III



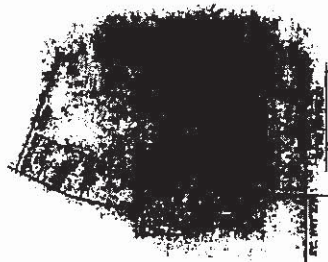
PROCTOR ROAD 50' R/W

SOUTH CAROLINA HIGHWAY 170 R/W VARIES

WALTON CREEK

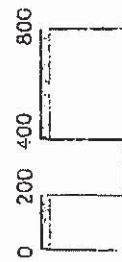
Existing Properties
Exhibit G

86.3% 01 - 263 FT - 100' - 100'



Vicinity Map No Scale

TOTAL	5,194,714 sq. ft.
	119,254 acres
WETLAND	202,822 SQ. FT.
	4,585 ACRES
UPLAND	4,991,892 SQ. FT.
	114,598 ACRES



SCALE: 1"=400'

WARD EDWARDS, INC.
Engineering • Planning • Science • Surveying
1000 North Main Street, Suite 200
Bluffton, SC 29910
(843) 881-1111

C. PUD BENEFITS

1. Urban Center: This area will provide diversity in tax base and will contribute to the developing commercial character of the HWY 170 corridor. I will also provide sites for convenience-type services for the area residents, and jobs for residents.

2. Interconnectivity with adjacent sites: There are 3 proposed access points into the development from HWY 170. These access points include a right-in/right-out at the Urban Center, a Full Signalized intersection at Pritcher Point Road, and a Full Access at Red Oaks Drive. A north/south Connector Road will connect Osprey Point to the River Marsh property to the north and the BCSD property to the south. In addition, there is a connection to the River Oaks development to the south, which will provide access from Cherry Point Road to the signalized intersection at HWY 170, the Urban Center, and the county's passive park at River Marsh. This interconnectivity will provide internal capture of vehicular traffic and quicker response times for emergency vehicles.

3. Provision of a commercial lot for public service use: The applicant intends to dedicate one commercial lot for public service use. The tenant of this lot has not been identified at this point and the applicant remains flexible in the final use of this parcel.

4. Preservation of freshwater wetlands: Freshwater wetlands and buffers will be placed under protective covenant in accordance with USACE Permit SAC-2014-01087.

5. Increased amount of open space to be preserved immediately adjacent to the protected river buffer: The benefits of this increased buffer include increased overland filtration of stormwater before it reaches the marsh, flexibility of land use as a passive recreational facility open to homeowner use, additional protection of river buffer from effects of development. This buffer consists of more than 6.5 Acres of pecan orchard and mixed woodland area. The area also includes the archeological sites identified on the property and the majority of the specimen trees.

6. Sanitary sewer system: The applicant will extend an easement to its southern property line for purposes of future extension to existing homes along Cherry Point Road.

7. Stormwater management system will conform to current state and local stormwater regulations.

8. Lakes to be stocked with fish- recreation/water quality: The stormwater lakes will be stocked with fish providing recreational opportunities as well as improving the water quality. The species of fish will be carefully selected according to their benefit to water quality.

9. Recreational opportunities provided: Walking trails/sidewalks, fishing, boating, amenity building, and pool will be part of the development's recreational/wellness plan.

10. Walk to School: Sidewalks make every home within Osprey Point accessible to Okatie Elementary School and any other schools built on the BCSD property in less than 10 minutes. By bike, the commute time is even less.

11. Public Transit: The plan as proposed will concentrate sufficient density in the Okatie Village area to make future public transit economically viable. The plan provides for the public Transit stops at the Okatie Village which is within a 10 minute walk of any house in the community. Transit stops are planned within other facilities in the Master Planned Okatie Village area.

12. Economic Benefit: The community real estate values at build out will generate taxes estimated to be ten times greater than the tax anticipated from the current zoning. An analysis is in process and will be provided. It is believed that the benefit to the county exceeds the cost to the county so that the long term effect should help to reduce existing County operating deficits.

D. ALLOWED LAND USES

Within the Residential Transect (R1), a total of 345 Single Family Residential are planned. Density will not exceed 3.43 units per acre. Other uses included passive and active recreational areas.

Within the Urban Center, the uses are as described for Suburban Commercial and Institutional in the ZDSO to include retail, assisted living and nursing care, offices (medical and professional), real estate sales, bank, child or adult day care, grocery or food store (up to 50,000 SF), pharmacy, restaurant, landscape and hardscape sales, furniture store, churches and associated buildings, gas sales, and fitness center.

The district may be sub-divided for different users.

The district is to be organized around a Village Green. Stores will front on the sidewalks and toward the Village Green and to the exterior of the property. Parking will be on the inside of the complex, screened from the buildings and green spaces.

Buildings are expected to be three stories or less, with retail on the lower level, offices or residences on the mid-level, and residential on the upper level. Office space is included in the Commercial cap of 207,700 gross square feet. Residential units not utilized in the R-1 transect may be used in the Urban Center as Live Work or Residential above Commercial.

Open Space: Total open space for the Malind Bluff PUD shall be calculated for the boundary of the Malind Bluff PUD and not on a site-specific basis for each phase of the Malind Bluff PUD, individual development or project. Open Space includes the following:

1. Landscaped areas including manicured village greens
2. 100% of lagoons, ponds, impoundments and lakes (detention, retention, or recreational).
3. 100% of freshwater wetlands
4. Wetland buffers
5. Forest, wildlife preserves/corridors, conservation areas and greenbelts
6. Community Garden Plots
7. Recreation areas including swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, etc.
8. Pedestrian/bicycle sidewalks
9. Perimeter buffers
10. Other non-buildable areas

Buffers for perimeter and wetlands: As shown on Exhibit B (Master Plan). The property perimeter is protected by buffers on all sides. These buffers are wooded with good understory in most areas. If necessary, walls or fences may be placed within the buffers to provide additional screening. Buffer sizes vary as noted on Exhibit B. Wetland buffers shall be limited to those required by SCDHEC and US Army Corps of Engineers for mitigation purposes.

E. PHASING

See Exhibit D

Exhibit D

DEVELOPMENT SCHEDULE

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

Year(s) of Commencement / Completion

<u>Type of Development</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Commercial (Sq. Ft.)					207,000
Residential, Single Family			75	75	75
Public Safety Site Transfer					100%

- 120 single family units are forecast to remain to be built at the end of five years.

As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

F. COMPATIBILITY OF PROPOSED LAND USES WITHIN THE PUD AND THE SURROUNDING AREA

The Urban Center property is adjacent to HWY 170. It is part of the Okatie Village Regional Plan. There are 3 proposed access points into the development from HWY 170. These access points include a right-in/right-out at the Urban Center, a Full Signalized intersection at Pritcher Point Road, and a Full Access at Red Oaks Drive. In addition, a 50 foot vegetative buffer along HWY 170 will provide visual screening.

Across HWY 170 in Jasper County, the property is zoned light industrial use.

Single-family homes are located along the boundary adjacent to Okatie Elementary School. Teachers and children living in Osprey Point will be able to walk to the school.

Sidewalks will allow children to walk or ride bikes to school. When the weather is inclement, students may be driven to and from school without driving on HWY 170.

Other adjacent properties in the area are or are being planned for residential use with similar densities to those proposed.

Years ago, the County Planning Staff did a planning analysis of the area and found that it was no longer rural in character. The recommendation from the analysis was that the area should be rezoned for Suburban Residential with an allowable Residential Density of 3 to 4 units per acre.

The Southern Beaufort County Comprehensive Plan shows the area as Residential, confirming that the property is no longer rural. The Comprehensive Plan also encourages the creation of areas of higher density and mixed use. The Okatie Village Master Plan envisions the location of this area as one of those pockets of mixed use due to its location adjacent to the Okatie Elementary School and the ability to accommodate denser residential development.

G. TECHNICAL REVIEW AND SERVICE LETTERS

Service and review letters have been requested from the entities listed below for the project as previously planned. These letters were requested for an earlier development on the same property and copies of the letters requesting service for this plan and copies of the letters previously provided are included. The service letters for the previous plan will be replaced as soon as the new letters arrive.

Electrical Service:	Palmetto Electric Cooperative, Inc.
Water and Sewer Service:	Beaufort-Jasper Water Sewer Authority; SCDHEC
Stormwater and Drainage:	SCDHEC
Telephone/Cable/Internet:	Hargray
Emergency Services:	Beaufort County Sheriff's Department

Electrical utility service lines to developed lots and buildings within the community will be installed underground. This includes the existing building. There are transmission lines that pass through the property. Every effort will be made to work with the Palmetto Electric to place these lines underground.

RECEIVED NOV 13 2006



One Cooperative Way

Hardeeville, SC 29927-5123

843-208-5551

November 8, 2006

Willy Powell, P.E.
Ward Edwards
P. O. Box 381
Bluffton, SC 29910-0381

Re: Osprey Point PUD
Your Project No.: 060121

Dear Willy:

Palmetto Electric Cooperative, Inc. ("PECI") has ample power available to serve the above-referenced project. A redline drawing will be provided when the electrical load requirements and a detailed drawing have been received.

Thank you for your assistance and cooperation in this matter. If you have any questions or if I may be of further assistance, please do not hesitate to contact me at (843) 208-5508.

Sincerely,

PALMETTO ELECTRIC COOPERATIVE, INC.

A handwritten signature in black ink that reads "Bob Bishop".

Bob Bishop
Manager, Engineering Services

RB:sdr

c: Mr. Bob Casavant, PECI
Mr. Parks Moss, PECI

Your Touchstone Energy* Partner The logo for Touchstone Energy, which is a stylized sun or star shape.





6 SNAKE ROAD, OKATIE, SC 29909-3937
843.987.9292 FAX 843.987.9293
Customer Service 843.987.9200
Operations & Maintenance 843.987.9220
Engineering 843.987.9250
www.bjwsa.org

DEAN MOSS, General Manager

November 21, 2006

RECEIVED NOV 27 2006

Willy Powell
Ward Edwards
P.O. Box 381
Bluffton, SC 29910

Subject: Water & Sewer Availability – Osprey Point

Dear Mr. Powell:

This letter shall serve as confirmation that water and sewer is available to the subject property. You will need to submit plans, specifications, and loading calculations to BJWSA for approval. Once the design package is approved, capacity fees will be quoted. Please note that all fees must be paid in full before a capacity commitment is issued by this office and the construction permit application is submitted to SC DHEC. Construction cannot begin until the SC DHEC construction permit has been issued.

Should you have any questions, please do not hesitate to contact me at 843-987-9247.

Sincerely,

Merry A. Barton, P.E.
Senior Design Manager

Copy: file

MARK C. SNYDER
CHAIRMAN

JIM CARLEN
JOHN R. PHILIPS

MICHAEL L. BELL
VICE CHAIRMAN

BRANDY GRAY
JOHN D. ROGERS

DAVID M. TAUB
SECRETARY/TREASURER

JAMES P. "PAT" O'NEAL
CHARLIE H. WHITE

RECEIVED NOV - 8 2006



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment

November 3, 2006

Mr. Willy Powell
Ward Edwards
Post Office Box 381
Bluffton, SC 29910

RE: Osprey Point PUD
Beaufort County

Dear Mr. Powell:

I am in receipt of your request for preliminary comments on the referenced project. As stated in your letter, Osprey Point is a proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County.

Provided that the Beaufort Jasper Water & Sewer Authority has the capacity and is willing to provide water and sewer service, preliminary approval could be given. As you know, appropriate permits would have to be issued prior to the initiation of any construction of water or sewer lines. This preliminary approval does not mean that construction permits would be issued. Also, the developer is encouraged to provide buffers in conjunction with stormwater controls to minimize the impact from non-point source run-off.

Should have any questions or require any additional information, please feel free to call me at 843-846-1030.

Sincerely,

Penny Cornett
Water Program Manager
Environmental Quality Control
Beaufort EQC

cc: Russell Berry

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

Region 8

Serving Beaufort, Colleton, Hampton and Jasper Counties

Beaufort EQC Office • 104 Parker Drive • Burton, SC 29906 • Phone: (843) 846-1030 • Fax: (843) 846-0604 • www.scdhec.gov



C. Earl Hunter, Commissioner
Promoting and protecting the health of the public and the environment

November 29, 2006

RECEIVED DEC 04 2006

Willy Powell, P.E.
Ward Edwards, Inc.
Post Office Box 381
Bluffton, SC 29910

Re: Osprey Point Planned Unit Development
Conceptual Storm Drainage Master Plan
Beaufort County

Dear Mr. Powell:

The staff of DHEC-OCRM has reviewed the conceptual stormwater master drainage plan for the above referenced project and the submitted plan appears amenable to the existing regulatory constraints. Prior to any actual land disturbance activities on the site, DHEC-OCRM must issue, but not limited to, a NPDES Construction General Permit.

I am available to review more detailed plans of the project as it progresses. Presently, it appears you are aware of the various requirements relating to DHEC-OCRM approval of the project.

Sincerely,

Tara C. Maddock
Project Manager
Regulatory Programs Division

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

Ocean and Coastal Resource Management

Charleston Office • 1362 McMillan Avenue • Suite 400 • Charleston, SC 29405

Phone: (843) 744-5838 • Fax: (843) 744-5847 • www.scdhec.gov



Frankie Denmark
Developer Relations Manager

December 18, 2006

Jim Robinson
Lowcountry Partners III
204 Meadowbrook Terrace
Greensboro, NC 27408

Dear Mr. Robinson:

SUBJ: Letter of Intent to Provide Service for: **Osprey Point, Hwy 170 @ Cherry Point, Bluffton, SC**

As introduction, my name is Frankie Denmark. I am the Developer Relations Manager for Hargray Communications. I am in receipt of your request for a "Letter of Intent" and I will be responding to your request as quickly as possible. I wish to take this opportunity to provide some information about Hargray and the services we provide. Enclosed you will find a folder detailing some of the services we provide.

Hargray Communications, a locally owned and operated corporation, has been a leading telecommunications provider in the South Carolina Low Country for 57 years. We are committed to providing excellent customer service, delivering state of the art technology, and we are deeply involved in community activities and community service in the areas we serve.

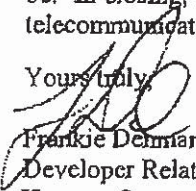
Briefly the services we provide include:

- Voice: Wire line, Wireless, VOIP, Centrex, Long Distance, Wide Area Calling.
- Video: Analog, Digital, HDTV, VOD, DVR
- Data: High Speed Internet, Metro Ethernet, VPN, Wi-Fi 3G Wireless Data T-1, Network Consulting
- ISP: Web, DNS, E-Mail Hosting, Web Site Development and E-Commerce Services
- Community Channel
- Security Monitoring (Camera at the gate)
- LAN, WLAN
- Mapping and Electronic Design services

In addition, we are capable of providing assistance in the planning, implementation and construction of in home wiring, engineering a complete communications solution, WEB hosting, e-commerce, and in house communications.

Even though we are locally owned and operated we take pride in the full scope of services we are capable of providing. My responsibility is to assist you with your telecommunications needs, whatever they may be. In closing, I would like to call on you at your convenience to explore how Hargray can service your telecommunication needs. I will be calling in the next few days.

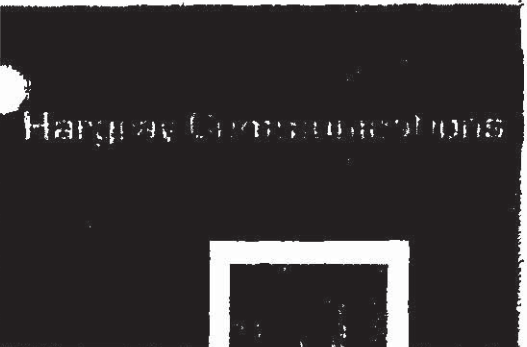
Yours truly,


Frankie Denmark
Developer Relations Manager
Hargray Communications
843-815-1694 or 843-683-1682

7 Arley Way, Suite 200 • P.O. Box 3380 • Bluffton, SC 29910
Office: 843.815.1694 • Cell: 843.683.1682 • Fax: 843.815.6201 • Email: frankie.denmark@htc.hargray.com

PROVIDER OF CHOICE





Hargray Communications



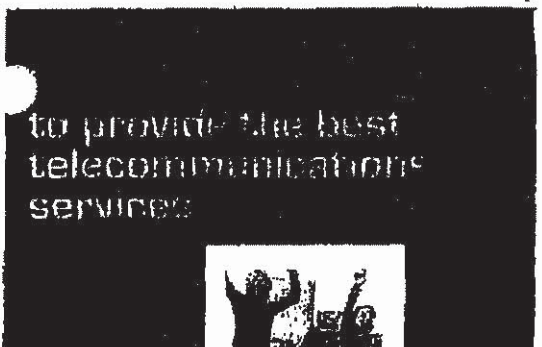
Welcome to Hargray Communications

Hargray Communications, a locally owned and operated corporation, has been a leading telecommunications provider in the South Carolina Low Country for 57 years. Hargray is committed to providing excellent customer service, state of the art technology, and telecommunications for today's technologically advanced consumers.

Hargray began operations in 1949 serving the area of Hardeeville, SC. Since that time we have continuously expanded our area of operations and made investments to maintain state of the art technology. Hargray currently serves more than 100,000 subscribers in South Carolina and Georgia and is the communications provider of choice throughout the Lowcountry.

Your Lowcountry Provider of Choice!





to provide the best
telecommunications
services



Hargray Technology Community Advantage

Hargray's commitment to stay up-to-date with state of the art technology is evident in the products and network capabilities available for homeowners. This commitment means that homeowners can take advantage of a fiber optic network capable of providing all your communications and entertainment needs. Hargray provides competitively affordable packages of services that can include the following:

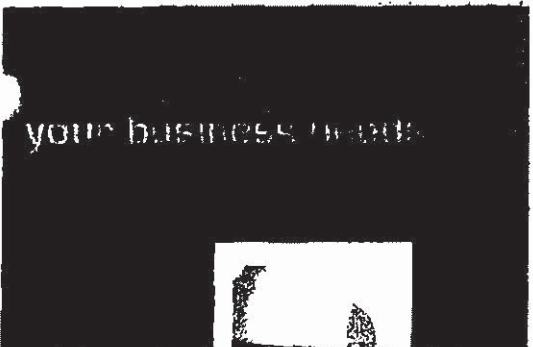
- **Residential Telephone Service**
Unlimited Long Distance and Wide Area Calling Plans
- **Wireless Phone Service**
Unlimited Long Distance and Wide Area Calling Plans
- **Digital TV**
HD, Movie on Demand, Pay-per-view, and Digital Video Recorders
- **High Speed Internet Services**
- **Home Network Consulting**
- **PC Support**
- **Web Hosting**

Hargray also has the ability to provide enhanced services for the community and the developer, such as:

- **Security monitoring**
- **Web Cams** - for monitoring development via web site
- **WiFi hotspots** - within the development
- **Community web site**

Your Lowcountry Provider of Choice!





Hargray Technology for Business

Hargray provides quality networking services and support. Hargray's migration, integration, upgrade and administration services include: planning and system design, installation and deployment, relocation and business expansion, project management and documentation, on-site and remote technical support and troubleshooting, and expert security consulting.

Hargray Integrated Services combine years of networking expertise with industry "best practices" to build, expand or enhance any corporate network. Hargray's networking services employ the latest technology and provide the best value for IT investments.

For business, Hargray has a wide variety of customized services to support today's business needs including:

- **Centrex Services**
- **Mapping and Electronic Design Services**
- **Metro Ethernet**
- **Business Network Consulting**
- **Security Analysis and Firewall Installation**
- **Virtual Private Networks (VPN)**
- **T-1's and DS-3's**
- **Web and Email Hosting**
- **Website Development**
- **Wireless Networking**

We are committed to providing the most advanced products and services as well as the best customer care possible. Our knowledgeable and experienced team of professionals are also members of your community and take pride in serving area residents.

Your Lowcountry Provider of Choice!







P. J. Tanner
Sheriff

**OFFICE OF SHERIFF
BEAUFORT COUNTY**
POST OFFICE BOX 1758
BEAUFORT, SOUTH CAROLINA 29901

AREA CODE (843)

SHERIFF	470-3200
CHIEF DEPUTY	470-3192
CRIMINAL RECORDS	470-3186
CIVIL RECORDS	470-3188
JUDGMENTS	470-3189
FAX #	470-3187

November 22, 2006

RECEIVED NOV 29 2006

Mr. Willy Powell, P.E.
WARD EDWARDS
Post Office Box 381
Bluffton, South Carolina 29910

Dear Mr. Powell:

Reference is made to your October 31, 2006 letter requesting information concerning our ability to respond to the planned mixed-use development acreage known as Osprey Point in the Cherry Point area of Beaufort County.

Records on file with this Office generated from our Computer Aided Dispatch (CAD) indicate that our average response time to the area immediately North of the Okatie Elementary School and just South of Rivers End Subdivision, or collectively known as grid 4404, is 25 minutes, 13 seconds. This response time has been estimated as a result of there being no requests for addressing for this parcel, making it necessary to use the entire area 4404. Attached is supporting documentation verifying same.

If I may be of any further assistance, please feel free to contact me at anytime.

Sincerely,

Michael M. Hatfield
Chief Deputy

cc: P.J. Tanner, Sheriff

Memo

To: M. Hatfield – Chief Deputy, Beaufort County S. O.
From: Gwen Duhon – Emer. Comm. Coord., Comm. Center *JD*
Via: Todd Ferguson – Deputy Director, Comm. Center *TF*
Date: November 17, 2006
Re: Request for Response Service times by Ward Edwards for Grid area 4404

Ward Edwards requested the Response Service times for the area immediately North of the Okatie Elementary School and just South of the Rivers End Subdivision. Presently, there have been no requests for any addresses on this parcel, so it was necessary to use the grid for the entire area, which is 4404.

With that said, the following time was found as a response time for a six month time frame (May – October 2006)

25 minutes and 13 seconds.

If I can be of further assistance, please let me know.

PS22

C A P S

RESPONSE TIME REPORT

AGENCY: 00

05/01/2006 THRU 05/31/2006

21.19

21.33

25.13 per

Event Number: 200605090346 Date: 05/09/2006 Activity: LOST PROPERTY
id: 4404 Patrol: 04B Priority: 3 Dispo: NO PAPER
Address: 0000053 CHERRY POINT RD
Dispatcher: GRENILLION, JC
Unit: 00B73 Crew: KLEIN, J

Additional Units: 0B73

Received Time: 13:07:08	Dispatched Time: 13:08:25	Difference: 00:01:17
Dispatched Time: 13:08:25	Responding Time: 13:10:10	Difference: 00:01:45
Responding Time: 13:10:10	On Scene Time: 13:10:10	Difference: 00:00:00
Received Time: 13:07:08	On Scene Time: 13:10:10	Difference: 00:03:02
On-Scene Time: 13:10:10	Clear Time: 13:10:10	Difference: 00:00:00

3.05

Event Number: 200605190386 Date: 05/19/2006 Activity: DISTURBANCE
id: 4404 Patrol: 04B Priority: 1 Dispo: NO PAPER
Address: 0000053 CHERRY POINT RD
Dispatcher: MIDDLETON, PEGGY
Unit: 00B32 Crew: ALBERTIN, LAUREL
GAYLE, CALVIN

Additional Units: 0B32 0B53

Received Time: 13:50:20	Dispatched Time: 13:53:03	Difference: 00:02:43
Dispatched Time: 13:53:03	Responding Time: 13:53:45	Difference: 00:00:42
Responding Time: 13:53:45	On Scene Time: 13:53:45	Difference: 00:00:00
Received Time: 13:50:20	On Scene Time: 13:53:45	Difference: 00:03:25
On-Scene Time: 13:53:45	Clear Time: 13:53:45	Difference: 00:00:00

3.42

'S22

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C A P S

RESPONSE TIME REPORT

AGENCY: 00

05/01/2006 THRU 05/31/2006

Event Number: 200605250121 Date: 05/25/2006 Activity: DISTURBANCE
Incident: 4404 Patrol: 04B Priority: 1 Dispo: REPORT
Address: 0000053 CHERRY POINT RD
Dispatcher: NZONGOLA, CHERYLANN
Unit: 00B24 Crew: BRIGMAN, ANDRE K

Additional Units: 0B71 0B24

Received Time:	07:47:39	Dispatched Time:	07:51:44	Difference:	00:04:05
Dispatched Time:	07:51:44	Responding Time:	08:02:31	Difference:	00:10:47
Responding Time:	08:02:31	On Scene Time:	08:02:31	Difference:	00:00:00
Received Time:	07:47:39	On Scene Time:	08:02:31	Difference:	00:14:52
On-Scene Time:	08:02:31	Clear Time:	08:34:07	Difference:	00:31:36

14, 54

7822

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C A P S

RESPONSE TIME REPORT

Unit: 00

06/01/2006 THRU 06/30/2006

Event Number: 200606190505 Date: 06/19/2006 Activity: PROACTIVE BUSINESS
Unit: 4404 Patrol: 04B Priority: 5 Dispo: NO PAPER
Address: 0000053 CHERRY POINT RD
Dispatcher: SMALLS, DAVE
Unit: 00B30 Crew: PATRILLA, RICHARD FRANKLIN

Additional Units: 00B30

Received Time: 19:58:27 Dispatched Time: 19:58:44 Difference: 00:00:17
Dispatched Time: 19:58:44 Responding Time: 19:58:44 Difference: 00:00:00
Responding Time: 19:58:44 On Scene Time: 19:58:44 Difference: 00:00:00
Received Time: 19:58:27 On Scene Time: 19:58:44 Difference: 00:00:17
On-Scene Time: 19:58:44 Clear Time: 20:01:59 Difference: 00:03:15

Event Number: 200606200341 Date: 06/20/2006 Activity: PROACTIVE RESIDENCE
Unit: 4404 Patrol: 04B Priority: 4 Dispo: NO PAPER
Address: 0000000 OKATIE ELEM
Dispatcher: GROOVER, BETH
Unit: 00B86 Crew: COOLER, BRANDON

Additional Units: 00B86

Received Time: 11:09:10 Dispatched Time: 11:09:10 Difference: 00:00:00
Dispatched Time: 11:09:10 Responding Time: 11:09:10 Difference: 00:00:00
Responding Time: 11:09:10 On Scene Time: 11:09:10 Difference: 00:00:00
Received Time: 11:09:10 On Scene Time: 11:09:10 Difference: 00:00:00
On-Scene Time: 11:09:10 Clear Time: 11:12:34 Difference: 00:03:24

822

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C A P S

RESPONSE TIME REPORT

AGENCY: 00

06/01/2006 THRU 06/30/2006

Event Number: 200606200345 Date: 06/20/2006 Activity: PROACTIVE BUSINESS
Incident: 4404 Patrol: 042 Priority: 5 Dispo: NO PAPER
Address: 0000000 PANTRY CHERRY POINT
Dispatcher: GROOVER, BETH
Unit: 00886 Crew: COOLER, BRANDON

Additional Units: 00886

Received Time:	11:13:47	Dispatched Time:	11:13:47	Difference:	00:00:00
Dispatched Time:	11:13:47	Responding Time:	11:13:47	Difference:	00:00:00
Responding Time:	11:13:47	On Scene Time:	11:13:47	Difference:	00:00:00
Received Time:	11:13:47	On Scene Time:	11:13:47	Difference:	00:00:00
On-Scene Time:	11:13:47	Clear Time:	11:17:25	Difference:	00:03:38

PS22

C A P S

RESPONSE TIME REPORT

ALERT: 00

07/01/2006 THRU 07/31/2006

77.58
72.35
1.17.35

Event Number: 200607060524 Date: 07/06/2006 Activity: SHOTS FIRED
Unit: 4404 Patrol: 04B Priority: 2 Dispo: REPORT
Address: 0000000 CHERRY POINT RD
Dispatcher: HONRICH, GREG
Unit: 00B57 Crew: SNYDER, RYAN GAYLE, CALVIN

Additional Units: 0B62 0B53 0B57

Received Time: 20:52:10 Dispatched Time: 20:53:47 Difference: 00:01:37
Dispatched Time: 20:53:47 Responding Time: 21:09:16 Difference: 00:15:29
Responding Time: 21:09:16 On Scene Time: 21:09:16 Difference: 00:00:00
Received Time: 20:52:10 On Scene Time: 21:09:16 Difference: 00:17:06
On-Scene Time: 21:09:16 Clear Time: 21:27:23 Difference: 00:18:07

17.10

Event Number: 200607120432 Date: 07/12/2006 Activity: TRAFFIC HAZARD
Unit: 4404 Patrol: 04B Priority: 4 Dispo: NO PAPER
Address: 0000053 CHERRY POINT RD
Dispatcher: MIDDLETON, PEGGY
Unit: 00B84 Crew: PULLICINO, VINCENT

Additional Units: 0B28 0B84

Received Time: 15:44:31 Dispatched Time: 15:46:38 Difference: 00:02:07
Dispatched Time: 15:46:38 Responding Time: 16:08:17 Difference: 00:21:39
Responding Time: 16:08:17 On Scene Time: 16:08:17 Difference: 00:00:00
Received Time: 15:44:31 On Scene Time: 16:08:17 Difference: 00:23:46
On-Scene Time: 16:08:17 Clear Time: 16:08:17 Difference: 00:00:00

21.10

23.70

PS22

* * * * *

C A P S

RESPONSE TIME REPORT

GENCY: 00

07/01/2006 THRU 07/31/2006

Event Number: 200607260440 Date: 07/26/2006 Activity: CAR STOP
Incident: 4404 Patrol: 04B Priority: 2 Dispo: REPORT
Address: 0000000 170/RED OAK PLAZA BLUFFTON
Dispatcher: METCALF, BARBARA
Unit: 00S30 Crew: BLACKMON, RANDOLPH MACPHEE, NEAL

Additional Units: 0S30 0S34 0B76

Received Time: 14:51:07 Dispatched Time: 14:51:31 Difference: 00:00:24
Dispatched Time: 14:51:31 Responding Time: 14:51:31 Difference: 00:00:00
Responding Time: 14:51:31 On Scene Time: 14:51:31 Difference: 00:00:00
Received Time: 14:51:07 On Scene Time: 14:51:31 Difference: 00:00:24
On-Scene Time: 14:51:31 Clear Time: 15:27:39 Difference: 00:36:08

40

PS22

C A P S

RESPONSE TIME REPORT

ALERT: 00

09/01/2006 THRU 09/30/2006

5155/5.33

Event Number: 200609060139 Date: 09/06/2006 Activity: DRAG RACING
rid: 4404 Patrol: 04B Priority: 4 Dispo: NO PAPER
Address: 0000053 CHERRY POINT RD
Dispatcher:
Unit: Crew:

Received Time: 07:52:57 Dispatched Time: 07:58:21 Difference: 00:05:24
Dispatched Time: 07:58:21 Responding Time: 07:58:21 Difference: 00:00:00
Responding Time: 07:58:21 On Scene Time: 07:58:21 Difference: 00:00:00
Received Time: 07:52:57 On Scene Time: 07:58:21 Difference: 00:05:24
On-Scene Time: 07:58:21 Clear Time: 07:58:21 Difference: 00:00:00

6.40

Number: 200609080182 Date: 09/08/2006 Activity: PROACTIVE BUSINESS
4404 Patrol: 04B Priority: 5 Dispo: NO PAPER
Address: 0000004 CHERRY POINT RD
Dispatcher: PAUGH, ALEXA
Unit: 00B67 Crew: JUNKIN, THOMAS

0

Additional Units: 0B67

Received Time: 06:12:10 Dispatched Time: 06:12:19 Difference: 00:00:09
Dispatched Time: 06:12:19 Responding Time: 06:12:19 Difference: 00:00:00
Responding Time: 06:12:19 On Scene Time: 06:12:19 Difference: 00:00:00
Received Time: 06:12:10 On Scene Time: 06:12:19 Difference: 00:00:09
On-Scene Time: 06:12:19 Clear Time: 06:18:12 Difference: 00:05:53

1.5

C A P S

RESPONSE TIME REPORT

JURY: 00

07/01/2006 THRU 07/31/2006

rent Number: 200607200150 Date: 07/20/2006 Activity: STOLEN PROPERTY
rid: 4404 Patrol: 04B Priority: 4 Dispo: REPORT
Address: 0000053 CHERRY POINT RD OKATIE
Dispatcher: PHILLIPS, NANCY
Unit: 00B53 Crew: GAYLE, CALVIN

Additional Units: 0B71 0B27 0B53

Received Time: 08:11:42 Dispatched Time: 08:13:58 Difference: 00:02:16
Dispatched Time: 08:13:58 Responding Time: 08:33:20 Difference: 00:19:22
Responding Time: 08:33:20 On Scene Time: 08:33:20 Difference: 00:00:00
Received Time: 08:11:42 On Scene Time: 08:33:20 Difference: 00:21:38
On-Scene Time: 08:33:20 Clear Time: 09:12:45 Difference: 00:39:25

21.64

Number: 200607250628 Date: 07/25/2006 Activity: ALARM BUSINESS
Unit: 4404 Patrol: 04B Priority: 1 Dispo: REPORT
Address: 0000053 CHERRY POINT RD BLUFFTON
Dispatcher: PUCHALA, LYNN
Unit: 00B10 Crew: TUTEN, ROBERT ALBERTIN, LAUREL

Additional Units: 0B53 0B32 0B10

Received Time: 23:08:23 Dispatched Time: 23:09:55 Difference: 00:01:32
Dispatched Time: 23:09:55 Responding Time: 23:23:04 Difference: 00:13:09
Responding Time: 23:23:04 On Scene Time: 23:23:04 Difference: 00:00:00
Received Time: 23:08:23 On Scene Time: 23:23:04 Difference: 00:14:41
On-Scene Time: 23:23:04 Clear Time: 23:41:19 Difference: 00:18:15

14.68

PS22

C A P S

RESPONSE TIME REPORT

AGENCY: 00

10/01/2006 THRU 10/31/2006

44.06 / 46.04

Event Number: 200610080148 Date: 10/08/2006 Activity: PROACTIVE BUSINESS
rid: 4404 Patrol: 04B Priority: 5 Dispo: REPORT
Address: 0000042 CHERRY PT RD BLUFFTON
Dispatcher: BUKOFFSKY, YVETTE
Unit: 00B53 Crew: GAYLE, CALVIN STUCKEY, JASON

Additional Units: 0B53 0B78 0B24

Received Time: 08:14:23 Dispatched Time: 08:14:23 Difference: 00:00:00
Dispatched Time: 08:14:23 Responding Time: 08:14:23 Difference: 00:00:00
Responding Time: 08:14:23 On Scene Time: 08:14:23 Difference: 00:00:00
Received Time: 08:14:23 On Scene Time: 08:14:23 Difference: 00:00:00
On-Scene Time: 08:14:23 Clear Time: 09:11:26 Difference: 00:57:03

Event Number: 200610300408 Date: 10/30/2006 Activity: DISTURBANCE
rid: 4404 Patrol: 04B Priority: 1 Dispo: REPORT
Address: 0000053 CHERRY POINT RD
Dispatcher: DAVIS, FELISA
Unit: 00B32 Crew: ALBERTIN, LAUREL GAYLE, CALVIN

Additional Units: 0B32 0B53

Received Time: 12:25:15 Dispatched Time: 12:28:36 Difference: 00:03:21
Dispatched Time: 12:28:36 Responding Time: 12:44:21 Difference: 00:15:45
Responding Time: 12:44:21 On Scene Time: 12:44:21 Difference: 00:00:00
Received Time: 12:25:15 On Scene Time: 12:44:21 Difference: 00:19:06
On-Scene Time: 12:44:21 Clear Time: 14:20:28 Difference: 01:36:07

9

19.10

1522

* * * * *

C A P S

RESPONSE TIME REPORT

DATE: 10/01/2006

THRU 10/31/2006

Event Number: 200610310356 Date: 10/31/2006 Activity: SUSPICIOUS PERSON
Unit: 4404 Patrol: 04B Priority: 2 Dispo: NO PAPER
Address: 0000053 CHERRY POINT RD
Dispatcher: MIDDLETON, PEGGY
Unit: 00B32 Crew: ALBERTIN, LAUREL GAYLE, CALVIN

Additional Units: 0B32 0B53

Received Time: 13:29:07 Dispatched Time: 13:36:38 Difference: 00:07:31
Dispatched Time: 13:36:38 Responding Time: 13:56:05 Difference: 00:19:27
Responding Time: 13:56:05 On Scene Time: 13:56:05 Difference: 00:00:00
Received Time: 13:29:07 On Scene Time: 13:56:05 Difference: 00:26:58
On-Scene Time: 13:56:05 Clear Time: 14:11:04 Difference: 00:14:59

26-96

October 15, 2007

Fire Marshall David Williamson
Bluffton Fire Department
PO Box 970
Bluffton, SC 29910
Fax: (843) 757-7305

Subject: Osprey Point Planned Unit Development Approval
Beaufort County Tax ID No.: R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Fire Marshall Williamson:

Enclosed please find two copies of the proposed plan, vicinity map, and use summary for Osprey Point. Osprey Point is a proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County that is to be submitted to Beaufort County for a Planned Unit Development approval. The property is located on the eastern side of Highway 170, immediately north of Okatie Elementary School and just south of Rivers End Subdivision.

We respectfully request your review of the plan. To comply with Beaufort County's submittal requirements, we need an approval letter from you. For your convenience we have enclosed suggested content language for the approval letter. Assuming you find the language acceptable, it will address Beaufort County's requirements.

If you have questions, or require additional information, please let me know.

Sincerely,
WARD EDWARDS

Pat Rushing, P.E.
Project Engineer

Enclosure (as stated)

Mr. Pat Rushing
Ward Edwards, Inc.
PO Box 381
Bluffton, SC 29910

Subject: Osprey Point Planned Unit Development Approval
Beaufort County Tax ID No.: R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Mr. Rushing:

We have reviewed the preliminary plan for the subject project. Subject to our approval of detailed design plans, we find the preliminary plans acceptable.

Bluffton Fire District has the capability and commits to provide fire protection service to the subject project.

Sincerely,

David Williamson
Fire Marshal

October 15, 2007

Mr. Bob Bishop
Palmetto Electric Cooperative, Inc.
1 Cooperative Way
Hardeeville, SC 29927-5123

Subject: Osprey Point Planned Unit Development Approval
Beaufort County Tax ID No.: R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Mr. Bishop:

Enclosed please find two copies of the proposed plan, vicinity map, and use summary for Osprey Point. Osprey Point proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County that is to be submitted to Beaufort County for a Planned Unit Development approval. The property is located on the eastern side of Highway 170, immediately north of Okatie Elementary School and just south of Rivers End Subdivision.

The PUD submittal requires a letter from you stating Palmetto Electric's capability and intent to supply electric service to the project. We would appreciate your furnishing us such a letter at your earliest convenience.

If you have questions or need additional information, please let me know.

Sincerely,
WARD EDWARDS

Pat Rushing, P.E.
Project Engineer

Enclosures (as stated)

October 15, 2007

Sheriff P. J. Tanner
Beaufort County Sheriff Dept.
2001 Duke St. 2nd Fl.
Beaufort, SC 29901
Fax: (843) 470-3100

Subject: Osprey Point Planned Unit Development Approval
Beaufort County Tax ID No. R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Sheriff Tanner:

Enclosed please find two copies of the proposed plan and a vicinity map for Osprey Point. Osprey Point is a proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County that is to be submitted to Beaufort County for a Planned Unit Development approval. The property is located on the eastern side of Highway 170, immediately north of Okatie Elementary School and just south of Rivers End Subdivision.

We respectfully request your review of the plan. To comply with Beaufort County's submittal requirements, we need a preliminary approval letter from the Beaufort County Sheriff's Department.

If you have questions, or require additional information, please let me know.

Sincerely,
WARD EDWARDS

Pat Rushing, P.E.
Project Engineer

Enclosure (as stated)

October 15, 2007

Ms. Penny Cornett
District Engineer
SCDHEC – Low Country District
Environmental Quality Control
104 Parker Drive
Burton, SC 29906

Subject: **Osprey Point Planned Unit Development Approval**
Beaufort County Tax ID No.: R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Ms. Cornett:

Enclosed please find two copies of the proposed plan and a vicinity map for Osprey Point. Osprey Point is a proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County that is to be submitted to Beaufort County for a Planned Unit Development approval. The property is located on the eastern side of Highway 170, immediately north of Okatie Elementary School and just south of Rivers End Subdivision.

We respectfully request your review and preliminary approval of the Planned Unit Development along with the Preliminary Water and Sewer Master Plans. The project is located within the Beaufort Jasper Water & Sewer Authority jurisdiction and we are currently awaiting their commitment to serve. To comply with Beaufort County's PUD submittal requirements, we need a preliminary approval letter from the South Carolina Department of Health & Environmental Control.

If you have questions, or require additional information, please do not hesitate to call us at 837-5250.

Sincerely,
WARD EDWARDS

Pat Rushing, P.E.
Project Engineer

Enclosures (as stated)

October 15, 2007

Mr. Kevin Brabham
Hargray Communications Engineering
7 Arley Way, Suite 200
P.O. Box 3380
Bluffton, SC 29910

Subject: Osprey Point Planned Unit Development Approval
Beaufort County Tax ID No.: R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Mr. Brabham:

Enclosed please find two copies of the proposed plan, vicinity map, and use summary for Osprey Point. Osprey Point is a proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County that is to be submitted to Beaufort County for a Planned Unit Development approval. The property is located on the eastern side of Highway 170, immediately north of Okatie Elementary School and just south of Rivers End Subdivision.

For the Planned Unit Development review, Beaufort County requires a letter from you stating Hargray's capability and intent to supply telephone and cable television service to the project. We would appreciate your furnishing us such a letter at your earliest convenience.

If you have questions or need additional information, please let me know.

Sincerely,
WARD EDWARDS

Pat Rushing, P.E.
Project Engineer

Enclosures (as stated)

October 18, 2007

Mr. Robert Klink, PE
Beaufort County Engineering
PO Box 1228
Beaufort, SC 29901

Subject: **Osprey Point Planned Unit Development Approval**
Beaufort County Tax ID No.: R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Mr. Klink:

Enclosed please find two copies of the proposed plan, vicinity map, use summary, and preliminary master drainage plan for Osprey Point. Osprey Point is a proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County that is to be submitted to Beaufort County for a Planned Unit Development approval. The property is located on the eastern side of Highway 170, immediately north of Okatie Elementary School and just south of Rivers End Subdivision.

We respectfully request your review of these documents, as Beaufort County's designated engineer for the project. We enclose, for your use, suggested content language for the approval letter. Assuming you find the language acceptable, it will address Beaufort County's requirements.

If you have questions, or require additional information, please let me know.

Sincerely,
WARD EDWARDS

Pat Rushing, P.E.
Project Engineer

Enclosures (as stated)

Mr. Pat Rushing
Ward Edwards, Inc.
PO Box 381
Bluffton, SC 29910

Subject: **Osprey Point Planned Unit Development Approval**
Beaufort County Tax ID No.: R600 013 000 00206 0000
Ward Edwards Project No. 060121

Dear Mr. Rushing:

We have reviewed the preliminary plan for the subject project. Subject to our approval of detailed design plans, we find the preliminary plans acceptable.

Sincerely,

Mr. Robert Klink, PE
Beaufort County Engineering

October 15, 2007

Dr. Valerie Truesdale
Superintendent
Beaufort County School District
1300 King St
Beaufort, SC 29901

Subject: **Osprey Point Planned Unit Development Approval**
Beaufort County Tax ID No. R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Dr. Truesdale:

Enclosed please find two copies of the proposed plan with vicinity map, and use summary for Osprey Point. Osprey Point is a proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County that is to be submitted to Beaufort County for a Planned Unit Development approval. The property is located on the eastern side of Highway 170, immediately north of Okatie Elementary School and just south of Rivers End Subdivision.

We respectfully request your review of the plan with regard to long term impact of school district facility planning. To comply with Beaufort County's submittal requirements, we need an approval letter from the Beaufort County School District.

If you have questions or require additional information, please contact us at 837-5250.

Sincerely,
WARD EDWARDS

Pat Rushing, P.E.
Project Engineer

Enclosures (as stated)

October 15, 2007

Mr. J. Edward Allen, Director
Beaufort County Emergency Medical Services
PO Drawer 1228
Beaufort, SC 29901

Subject: Osprey Point Planned Unit Development Approval
Beaufort County Tax ID No.: R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Mr. Allen:

Enclosed please find two copies of the proposed plan, vicinity map, and use summary for Osprey Point. Osprey Point is a proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County that is to be submitted to Beaufort County for a Planned Unit Development approval. The property is located on the eastern side of Highway 170, immediately north of Okatie Elementary School and just south of Rivers End Subdivision.

We respectfully request your review of the plan. To comply with Beaufort County's submittal requirements, we need a preliminary approval letter from you. For your convenience we have enclosed suggested content language for the approval letter. Assuming you find the language acceptable, it will address Beaufort County's requirements.

If you have questions, or require additional information, please let me know.

Sincerely,
WARD EDWARDS

Pat Rushing, P.E.
Project Engineer

Enclosure (as stated)

Mr. Pat Rushing
Ward Edwards, Inc.
PO Box 381
Bluffton, SC 29910

Subject: Osprey Point Planned Unit Development Approval
Beaufort County Tax ID No.: R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Mr. Rushing:

We have reviewed the preliminary plan for the subject project. Subject to our approval of detailed design plans, we find the preliminary plans acceptable.

Sincerely,

J. Edward Allen, Director
Director EMS

October 18, 2007

Mr. Richard Deuel
Beaufort-Jasper Water & Sewer Authority
6 Snake Road
Okatie, SC 29909

**Subject: Osprey Point Planned Unit Development Approval
Beaufort County Tax ID No. R600 013 000 0006 0000
Ward Edwards Project No. 060121**

Dear Mr. Deuel:

Enclosed please find two copies of the preliminary water and sewer master plan and a use summary for the above referenced project. Osprey Point is a proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County that is to be submitted to Beaufort County for a Planned Unit Development approval. The property is located on the eastern side of Highway 170, immediately north of Okatie Elementary School and just south of Rivers End Subdivision.

For the Planned Unit Development review, Beaufort County requires a letter stating BJWSA's capability and intent to supply water and sewer service to the project and approval of the preliminary water and sewer master plans. We would appreciate your furnishing us such a letter at your earliest convenience along with any other comments you may have regarding the enclosed plan.

If you have questions or need additional information, please let me know.

Sincerely,
WARD EDWARDS

Pat Rushing, P.E.
Project Engineer

Enclosures (as stated)

October 18, 2007

Ms. Tara Maddock
SCDHEC-OCRM
1362 McMillan Ave, Suite 400
Charleston, SC 29405
Fax: (843) 744-5847

Subject: Osprey Point Planned Unit Development Approval
Beaufort County Tax ID No.: R600 013 000 0006 0000
Ward Edwards Project No. 060121

Dear Tara:

Enclosed please find one copy of the proposed plan, vicinity map, and preliminary drainage master plan for Osprey Point. Osprey Point is a proposed mixed-use development on 119.3 acres fronting Highway 170 in the Cherry Point area of Beaufort County that is to be submitted to Beaufort County for a Planned Unit Development approval. The property is located on the eastern side of Highway 170, immediately north of Okatie Elementary School and just south of Rivers End Subdivision.

We respectfully request your review of these documents. To comply with Beaufort County's submittal requirements, we need a letter from you granting approval of the preliminary master drainage plan at your earliest convenience. We enclose, for your use, suggested content language for the approval letter. Assuming you find the language acceptable, it will address Beaufort County's requirements.

If you have questions, or require additional information, please let me know.

Sincerely,
WARD EDWARDS

Pat Rushing, P.E.
Project Engineer

Enclosures (as stated)

October 15, 2007

Nichole Breton
Beaufort County 911 Addressing Center
P. O. Drawer 1228
Beaufort, SC 29901

**Subject: Osprey Point Planned Unit Development Approval
Beaufort County Tax ID No. R600 013 000 0006 0000
Ward Edwards Project No. 060121**

Dear Nichole:

Enclosed please find two copies of the proposed plan with vicinity map to be prepared for submittal to Beaufort County for a Planned Unit Development.

We respectfully request your review of the plan. To comply with Beaufort County's submittal requirements, we need an approval letter from E-911 Addressing.

If you have questions, or require additional information, please let me know.

Sincerely,
Ward Edwards

Pat Rushing, P.E.
Project Engineer

Enclosures (as stated)

i. **Exhibit E- Stormwater Drainage:** The stormwater drainage exhibit illustrates the size and location of proposed stormwater lagoons, interconnectivity, and point(s) of discharge to the adjacent receiving water body.

EXHIBIT E



STORMWATER SYSTEM SHALL BE DESIGNED
TO MEET BEAUFORT COUNTY AND SOUTH
CAROLINA (SCDHEC-OCRM) STORMWATER
REGULATIONS

PROPOSED DRAINAGE SYSTEM

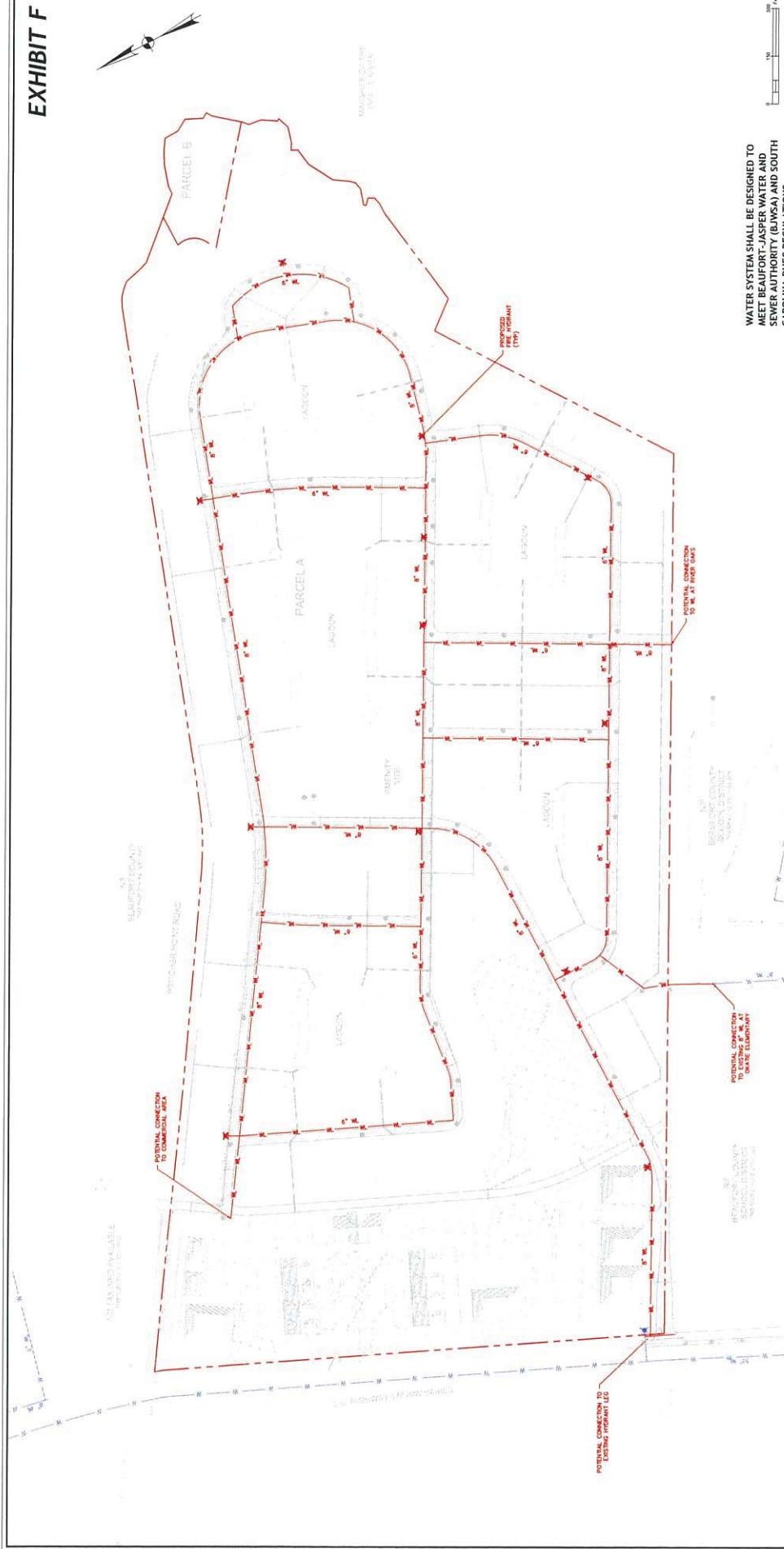


MALIND BLUFF
BEAUFORT COUNTY, SOUTH CAROLINA
DATE: 06-13-19
PROJECT NO.: 19022
SCALE: 1"=150'

EXISTING WATER LEGEND EXISTING WATER MAIN EXISTING FIRE HYDRANT EXISTING VALVE EXISTING METER	EXISTING SEWER LEGEND EXISTING GRAVITY SEWER LINE EXISTING GRAVITY SEWER MANHOLE EXISTING FORCE MAIN	EXISTING DRAINAGE LEGEND EXISTING STORM DRAIN (SOLID WALL) EXISTING STORM DRAIN (PERFORATED CMP) EXISTING STORM STRUCTURE EXISTING WATERSHED DELINEATION
PROPOSED WATER LEGEND PROPOSED WATER MAIN PROPOSED FIRE HYDRANT PROPOSED VALVE PROPOSED METER	PROPOSED SEWER LEGEND PROPOSED GRAVITY SEWER LINE PROPOSED GRAVITY SEWER MANHOLE PROPOSED FORCE MAIN PROPOSED SERVICE LATERAL	PROPOSED DRAINAGE LEGEND PROPOSED STORM DRAIN (SOLID WALL) PROPOSED STORM DRAIN (PERFORATED CMP) PROPOSED STORM STRUCTURE SPOT ELEVATION

LAND PLAN REFERENCE:
J. K. TILLER ASSOCIATES, INC.
SURVEILLANCE:
ATLAS SURVEYING, INC.
MILWAUKEE RESIDENCE:
HENRIK ENVIRONMENTAL, INC.

ii. Exhibit F Water Distribution: The water distribution exhibit illustrates the proposed configuration of the water mains that will provide drinking water, irrigation, and fire protection to the proposed development. The exhibit has been reviewed and coordinated with Beaufort-Jasper Water & Sewer Authority to include planning considerations for future service to adjacent properties.









WATER SYSTEM SHALL BE DESIGNED TO MEET BEAUFORT-JASPER WATER AND SEWER AUTHORITY (BJWSA) AND SOUTH CAROLINA DHEC REGULATIONS

PROPOSED WATER DISTRIBUTION SYSTEM

MALIND BLUFF
BEAUFORT COUNTY, SOUTH CAROLINA

DATE: 06-13-19
PROJECT NO.: 170152
SCALE: 1"=150'



 <p>EXISTING WATER LEeward</p> <p>PROPOSED WATER MAIN</p> <p>EXISTING FIRE HYDRANT</p> <p>PROPOSED VALVE</p> <p>EXISTING METER</p>	 <p>EXISTING SERVICE LEeward</p> <p>EXISTING GRAVITY SEWER LINE</p> <p>PROPOSED GRAVITY SEWER MANHOLE</p> <p>EXISTING FORCE MAIN</p>	 <p>EXISTING DRAINAGE LEeward</p> <p>EXISTING STORM DRAIN (SOLID WALL)</p> <p>EXISTING STORM DRAIN (PERFORATED CMP)</p> <p>EXISTING STORM STRUCTURE</p> <p>EXISTING INTERSECT DRAINAGE</p>
 <p>PROPOSED WATER LEeward</p> <p>PROPOSED WATER MAIN</p> <p>PROPOSED FIRE HYDRANT</p> <p>PROPOSED VALVE</p> <p>PROPOSED METER</p>	 <p>PROPOSED SERVICE LEeward</p> <p>PROPOSED GRAVITY SEWER LINE</p> <p>PROPOSED GRAVITY SEWER MANHOLE</p> <p>PROPOSED FORCE MAIN</p> <p>PROPOSED SERVICE LATERAL</p>	 <p>PROPOSED DRAINAGE LEeward</p> <p>PROPOSED STORM DRAIN (SOLID WALL)</p> <p>PROPOSED STORM DRAIN (PERFORATED CMP)</p> <p>PROPOSED STORM STRUCTURE</p> <p>PROPOSED SPOT ELEVATION</p>

LAND PLAN REFERENCE:
J. K. TILLER ASSOCIATES, INC.

SURVEY REFERENCE:
ATLAS SURVEYING, INC.

WETLANDS REFERENCE:
NEWBY ENVIRONMENTAL INC.

iii. Exhibit G- Sanitary Sewer: The sanitary sewer exhibit illustrates the proposed configuration of gravity sewer collection, pump stations, force mains, and points of connection to existing mains. The exhibit has been reviewed and coordinated with Beaufort-Jasper Water & Sewer Authority to include planning considerations for future service to adjacent properties.



SANITARY SEWER SYSTEM SHALL BE DESIGNED TO MEET BEAUFORT-JASPER WATER AND SEWER AUTHORITY (BJWSA) AND SOUTH CAROLINA DHEC REGULATIONS

PROPOSED SANITARY SEWER SYSTEM

WALIND BLUFF
BEAUFORT COUNTY, SOUTH CAROLINA

**Ward
Edwards**
ENGINEERING

P.O. BOX 381, BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-2550 / FAX (843) 837-2558
WWW.WARDEDWARDS.COM

THIS SHEET IS LEGAL PAPER 22" X 36" IT IS A REPRODUCED PRINT. SCALE 1:100000000

EXISTING WATER LEGEND

EXISTING WATER MAIN
EXISTING FIRE HYDRANT
EXISTING VALVE
EXISTING METER

EXISTING SEWER LEGEND

EXISTING GRAVITY SEWER LINE
EXISTING GRAVITY SEWER MANHOLE
EXISTING FORCE MAIN

EXISTING DRAINAGE LEGEND

EXISTING STORM DRAIN (SOLID WALL)
EXISTING STORM DRAIN (PERFORATED CAP)
EXISTING STORM STRUCTURE

COMPOSED WATER LEADER

PROPOSED WATER MAIN
PROPOSED FIRE HYDRANT
PROPOSED VALVE
PROPOSED METER

PROPOSED SENIOR LEGISLATOR

PROPOSED GRAVITY SEWER LINE
PROPOSED GRAVITY SEWER MANHOLE
PROPOSED FORCE MAIN
PROPOSED SERVICE LATERAL

PROPOSED DEANARE LEGEND

PROPOSED STORM DRAIN (SOLID WALL)
PROPOSED STORM DRAIN (PERFORATED CUP)
PROPOSED STORM STRUCTURE

LAND PLAN REFERENCE
J. K. MILLER ASSOCIATES, INC.

SURVEY RESPONSE.

WETLANDS REFERENCE.

NEWYORK ENVIRONMENTAL INC.

H. EFFECTS UPON PUBLIC HEALTH, SAFETY, AND WELFARE

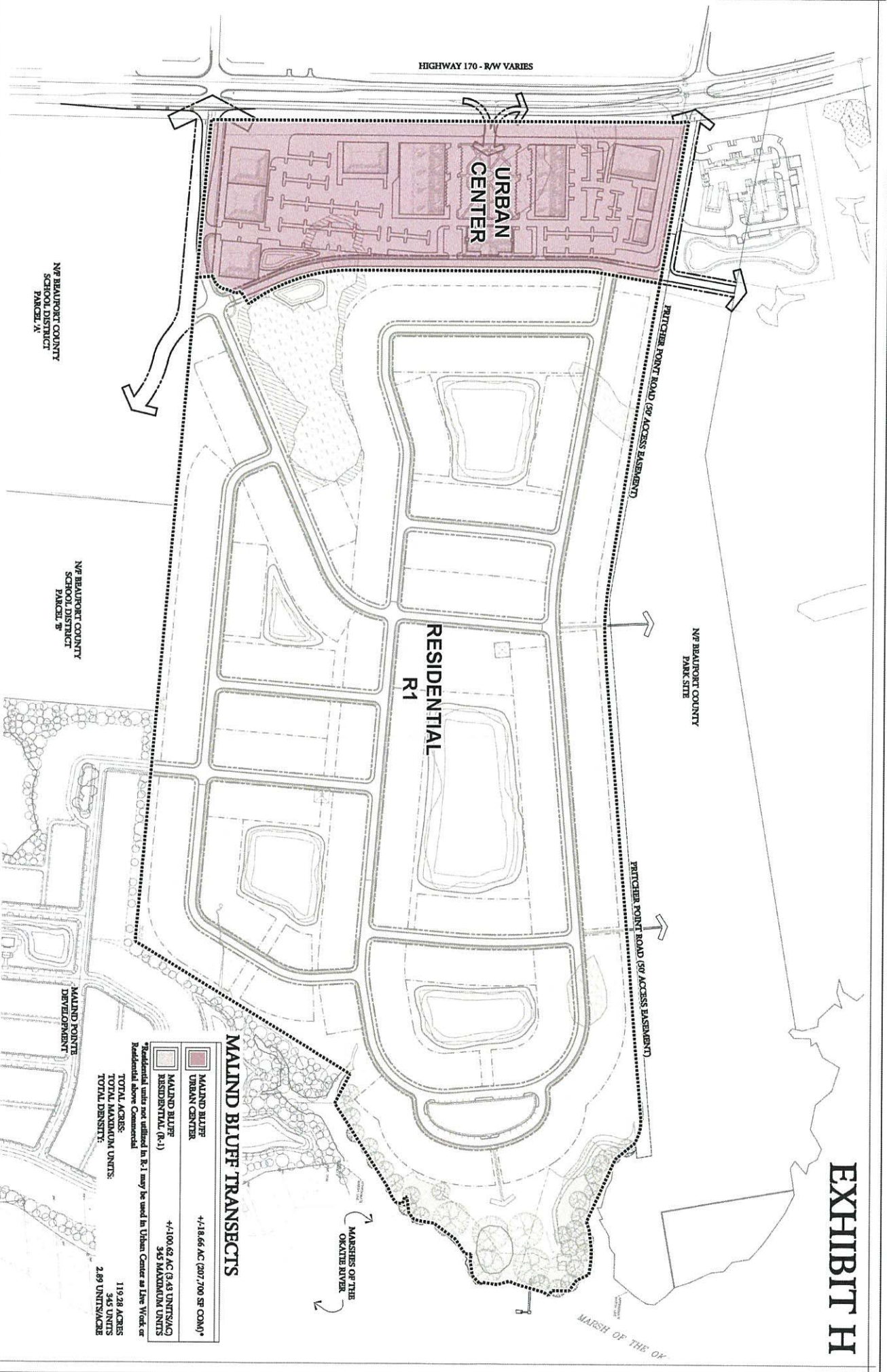
This development improves the overall public health, safety, and general welfare of the county in the surrounding Okatie area. Specific improvements include:

1. Retention of stormwater in accordance with current state and Beaufort County regulations for stormwater quality and quantity control.
2. Vegetation within stormwater BMPs will improve water quality.
3. Expanded river buffer along Malind Creek exceeds the current ordinance.
4. Enhanced buffers along wetlands in accordance with mitigation buffers approved by SCDHEC and US Army Corps of Engineers.
5. Interconnecting Connector Road parallel to HWY 170 relieves traffic and provides for internal capture within Okatie Village
6. Interconnecting sidewalks connect, amenities, the school, the commercial area and adjoining communities.
7. The applicant is willing to extend an easement for potential future use/extension of sanitary sewer service to the River Oaks property line for potential service to existing homes along the bluff.

I. PROPOSED DENSITIES

- i. **Exhibit H- Transect Map:** (See Attached Exhibit H)

EXHIBIT H



HIGHWAY 170 - R/W VARIES

URBAN
CENTER

FITCHER POINT ROAD (50' ACCESS EASEMENT)

N.E. BEAUFORT COUNTY
PARK SITE

FITCHER POINT ROAD (50' ACCESS EASEMENT)

RESIDENTIAL
R1

N.E. BEAUFORT COUNTY
SCHOOL DISTRICT
PARCEL A

N.E. BEAUFORT COUNTY
SCHOOL DISTRICT
PARCEL B

MARSHES OF THE
OKATIE RIVER

MARSH OF THE OK

MALIND BLUFF TRANSECTS

	MALIND BLUFF URBAN CENTER	+/-18.66 AC (207,700 SF COM)*
	MALIND BLUFF RESIDENTIAL (R1)	+/-100.62 AC (3,43 UNITS/AC) 345 MAXIMUM UNITS
*Residential units not utilized in R-1 may be used in Urban Center as Live Work or Residential above Commercial		
TOTAL ACRES:		119.28 ACRES
TOTAL MAXIMUM UNITS:		345 UNITS
TOTAL DENSITY:		2.89 UNITS/ACRE

MALIND BLUFF
DEVELOPMENT

PREPARED FOR:
LCP III, LLC

PREPARED BY:



OSPREY POINT (MALIND BLUFF) TRANSECT MAP

BEAUFORT COUNTY, SOUTH CAROLINA
JUNE 5, 2019



GRAPHIC SCALE



THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SHOWN INFORMATION AND SITE REPRESENTATIONS ARE FOR CLARIFICATION ONLY. AS AN AD TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS. J.K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION. OR FOR ANY DISCREPANCIES (INCLUDING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION. JKT Pa Number: 201713.01

J. IMPACT ON LOCAL AND REGIONAL TRANSPORTATION

SEE TRAFFIC STUDY

MEMORANDUM

TO: Mr. Jim Robinson, Emerson Partners, LLC

FROM: Todd E. Salvagin, SRS Engineering, LLC

DATE: September 12, 2007

RE: Traffic Impact & Access Study
Proposed Okatie PUD Projects
Beaufort, South Carolina

SRS Engineering, LLC (SRS) has completed an assessment of the traffic impacts associated with the proposed development of the Okatie Planned Unit Development (PUD) which is comprised of five development pods (PODS), each of which are located on the east side of SC 170, west of Malind Creek in the vicinity and between Cherry Point Road and Pritcher Point Road in Beaufort County, SC.

PROJECT DESCRIPTION

The Okatie PUD site is located on the east side of SC 170 extending to the Malind Creek and includes the roadways of Pritcher Point Road to the north and Cherry Point Road to the south. The PUD has been broken down into five distinct development sites (PODS) which are described below:

1. KB Homes POD- 95 town homes, 229 single-family units, 33,000 square-feet (sf) of retail space and 11,000 sf of office space;
2. Sheik/Osprey Point POD- 165 town homes, 184 single-family units, 180 apartment units, 150,000 sf of retail space and 50,000 sf of office space;
3. CCRC POD- 330 Room CCRC (Continued Care Retirement Community);
4. Preacher Property POD- Estimated at 152 town homes, 171 single-family units and 164 apartment units; and
5. Beaufort County School POD- Anticipated as a 22-acre recreational park/green space per Beaufort County Planning staff.

As shown, the Okatie PUD plans a total of 1,340 residential units, 330 CCRC units, 244,000 sf of commercial space and a 22-acre recreational/green space/park. Access will be provided for the entire PUD to/from SC 170 via a total of five access drives. Three of these access drives will provide for full-movement and are Pritcher Point Road, Cherry Point Road and an undefined dirt road located between

Pritcher Point Road and Cherry Point Road. Each of these drives are proposed full-movement access locations. The remaining two drives are planned as limited movement unsignalized intersections, one located to the north of Cherry Point Road and the other located to the south of Cherry Point Road. Internal of the PUD, a collector roadway system is planned which will allow cross-access/inter-connectivity between the PODS. As such, a north/south collector roadway is planned within the property to the east of SC 170. As planned, the development is anticipated to be constructed and fully-operational by 2015. Figure 1 illustrates the Okatie PUD project which includes the five previously referenced PODS.

EXISTING CONDITIONS

A comprehensive field inventory of the project study area was conducted in June 2006 and September 2007. The field inventory included a collection of geometric data, traffic volumes, and traffic control within the study area. The following sections detail the current traffic conditions and include a description of roadways/intersections serving the site and traffic flow in close proximity to the project site.

Study Area Roadway

SC 170- is a north/south major arterial which provides a four-lane divided cross-section where directional through traffic is separated by a grassed median. This roadway has a posted speed limit of 55 miles-per-hour (mph) and is under the jurisdiction of the SCDOT.

Study Area Intersections

SC 170 at Cherry Point Road- is a four-legged signalized intersection where SC 170 makes up the northbound and southbound approaches and Cherry Point Road make up the eastbound and westbound approaches. The northbound and southbound approaches of SC 170 provide a separate left-turn lane and two through lanes in each direction. The northbound approach provides a separate right-turn lane while right-turns on the southbound approach are made from the outside through lane. The eastbound approach provides a single-lane from which all turning movements are made. The westbound approach provides a shared left/through lane and a separate right-turn lane. This intersection operates under multi-phased traffic signal control where the northbound and southbound left-turn movements are provided protected/permissive phasing.

SC 170 at Pritcher Point Road/Short Cut Drive- is a four-legged unsignalized intersection where SC 170 makes up the northbound and southbound approaches, Pritcher Point Road make up the eastbound and Short Cut Drive makes up the westbound approach. The northbound approach of SC 170 provides a separate left-turn lane and two through lanes where right-turns are made from the outside through lane. The southbound approach provides two through lanes where left and right-turns are made from the respective inside/outside through lanes. The eastbound and westbound approaches each provide a single-lane from which all turning movements are made. It should be noted that the westbound approach (Short Cut Drive) is an unimproved/dirt roadway. This intersection operates under STOP sign control where vehicles entering the intersection from the eastbound and westbound approaches are required to stop.

SC 170 at SC 141- is a three-legged unsignalized intersection where SC 170 makes up the northbound and southbound approaches and SC 141 make up the eastbound approach. The northbound approach of SC 170 provides a separate left-turn lane and two through lanes. The southbound approach provides two through lanes and a separate right-turn lane. The eastbound approach provides a separate left-turn lane

and a separate right-turn lane. This intersection operates under STOP sign control where vehicles entering the intersection from SC 141 are required to stop.

SC 141 at Jasper Station Road/Short Cut Drive- is a four-legged off-set unsignalized intersection where SC 141 makes up the northbound and southbound approaches, Jasper Station Road makes up the eastbound approach and Short Cut Drive makes up the westbound approach. All approaches to this intersection provide a single-lane approach from which all turning movements are made with exception of the southbound approach of SC 141 which provides a separate right-turn lane. This intersection operates under STOP sign control where vehicles entering the intersection from the eastbound and westbound approaches (Jasper Station Road and Short Cut Drive and respectively) are required to stop.

Traffic Volumes

In order to determine the existing traffic volume flow patterns within the study area, manual turning movement counts were collected for the four above referenced intersections which make up the study area as defined by County staff. This information reflected weekday morning (7:00-9:00 AM) and evening (4:00-6:00 PM) peak period turning movement specific counts and has been used to determine the flow of traffic in the vicinity of the site. Figures 2 & 3, located at the end of this report, graphically depict the respective Existing AM and PM peak-hour traffic volumes at the study area intersections. Summarized count sheets for the study area intersections are included in the appendix of this report.

FUTURE CONDITIONS

Traffic analyses for future conditions have been conducted for two separate scenarios: first, 2015 No-Build conditions, which include an annual normal growth in traffic, all pertinent background development traffic, and any pertinent planned roadway/intersection improvements; and secondly, 2015 Build conditions, which account for all No-Build conditions PLUS traffic generated by the proposed development.

No-Build Traffic Conditions

Annual Growth Rate

An annual growth rate of 5-percent per year was developed and approved by County staff for use in this report which is consistent with other prepared reports for projects in the vicinity of this site. This 5-percent annual growth, which would account for all unspecified traffic growth, was applied to the Existing traffic volumes.

Background Development

In accordance with gathered information, there are no background development projects in the area of the project which are currently approved and/or permitted that will cause an increase in traffic volume (in excess of normal traffic volume growth) within the study area.

The anticipated 2015 No-Build AM and PM peak-hour traffic volumes, which include the 5-percent annual growth rate, are shown in Figures 4 & 5, which follow this report.

Planned Roadway Improvements

Currently there are no funded roadway projects planned within the immediate area of the site that will result in an increase in either roadway or intersection capacity. However, SC 170 has been extensively studied by the County in order to plan access and signal locations. According to the current plan for SC 170, the intersections of SC 141, Cherry Point Road and Pritchard Point Road are each planned to be signalized at some point in the future pending development trends and funding sources. A copy of the County's plan which illustrates the signalization of these intersections is provided in the appendix of this report.

Site-Generated Traffic

Traffic volumes expected to be generated by the proposed project were forecasted using the Seventh Edition of the ITE *Trip Generation* manual, as published by the Institute of Transportation Engineers. To estimate the traffic generated by each POD within the PUD, land-uses specific to each POD has been obtained/provided and each estimated individually. Table 1 depicts the anticipated site-generated traffic for each specific POD within the Okatie PUD.

Table 1
PROJECT TRIP-GENERATION SUMMARY¹
SPECIFIC POD GENERATIONS
Okatie PUD

Time Period	Beaufort School POD	K&B Hardware POD					CCRC POD	Sherry/Dorothy Point POD					Pritchard Property POD (Excluded Land-Uses)				
		55 Yearbook/Office	279 Single Family Units	33,000 sq Retail	11,000 sq Office	Total K&B Hardware POD (Trips/d)		165 Townhome/Condo Units	122 Single Family Units	180 Apartments	150,000 sq Retail	50,000 sq Office	Total Sherry/Dorothy Point POD (Trips/d)	364 Apartments	172 Townhome/Condo	273 Single Family Units	Total Pritchard Property POD (Trips/d)
Weekday Daily	0	618	2,230	1,810	249	4,907	930	930	1,130	1,240	6,250	780	13,070	1,100	930	1,700	3,730
AM Peak-Hour	0	9	43	21	28	101	38	70	35	19	93	93	257	17	12	32	61
PM Peak-Hour	0	8	42	22	3	115	22	68	102	23	69	13	215	12	10	20	42
Total	0	50	170	34	31	285	59	77	738	94	135	108	572	84	72	129	283
PM Peak-Hour	0	39	142	81	3	265	46	61	117	74	347	15	432	70	57	110	237
PM Peak-Hour	0	12	34	22	13	201	20	32	62	40	308	62	392	28	28	64	120
Total	0	51	216	168	16	468	96	91	176	114	763	75	1,231	108	85	174	367

¹ Source: ITE *Trip Generation* manual, Seventh Edition (see Table 7.18 (K&B), 7.19 (Townhome/Condo), 7.20 (Single-Family Residential Units), 7.21 (Shopping Center), 7.22 (CCRC) and 7.23 (Apartment)).
² Trips generated by regional park or school listed as not applicable.

Secondly, since the sum of the POD's makes up the Okatie PUD and the entire PUD proposes a mix of land-uses (i.e. residential, commercial, existing school, etc.) and an internal roadway network connecting each POD, an internal attraction/multi-purpose trip reduction has been assumed. For this project, a 15-percent internal capture has been calculated.

Total vehicle trips generated by the proposed development include: 1) those motorists with an ultimate destination to the development, commonly referred to as primary purpose trips, that is, *new* trips, and 2) motorists attracted to the site from the traffic passing the adjacent street, referred to as *pass-by* or *impulse* trips.

Pass-by trips are trips made to the proposed development as intermediate stops on the way from an origin to a primary trip destination. It is important to note that pass-by trips do not reduce the amount of traffic generated by the site, and the "total trips" generated are expected to enter and exit the site no matter what percentage of pass-by trips are used. Pass-by trips are simply that portion of the site-generated traffic that are not a function of the land uses in the area, but are only a function of the type of use proposed on the site and the volume of traffic on the adjacent roadways. For this particular project, a *pass-by* reduction of only 25-percent has been utilized for the retail land uses only.

Table 2 illustrates the entire project while accounting for the pass-by reduction and internal trip capture percentage.

Table 2
PROJECT TRIP-GENERATION SUMMARY¹
PROJECT TOTALS
Okatie PUD

Project POD Totals- Okatie PUD									
Time Period	Beaufort School POD	Total KB Homes POD	330 CCRC POD	Total Sheik/Osprey Pt POD	Total Preacher Property POD	Total Trips Okatie PUD	15% Internal Capture ¹	25% Pass-By ²	Total New Trips Okatie PUD
	(a)	$\Sigma(b \text{ to } e)$	(f)	$\Sigma(g \text{ to } k)$	$\Sigma(l \text{ to } n)$	$a + \Sigma(b \text{ to } e) + f + \Sigma(g \text{ to } k) + \Sigma(l \text{ to } n)$	(o)	(p)	$a + \Sigma(b \text{ to } e) + f + \Sigma(g \text{ to } k) + \Sigma(l \text{ to } n) - o - p$
Weekday Daily	0	4,890	930	13,070	3,720	22,610	3,392	2,138	17,081
AM Peak-Hour									
Enter	0	101	38	257	61	457	69	16	372
Exit	0	185	21	215	224	745	69	16	660
Total	0	286	59	572	285	1,202	138	32	1,033
PM Peak-Hour									
Enter	0	265	46	632	237	1,180	147	95	938
Exit	0	203	50	599	130	982	147	95	740
Total	0	468	96	1,231	367	2,162	294	190	1,678

¹ Internal capture assumed between retail, office and residential uses on-site.

² Pass-by percentage of 25% assumed based on information contained in the ITE Handbook

As shown, in total, the proposed Okatie PUD can be expected to generate 17,081 new external trips on a weekday daily basis, of which a total of 1,033 new external trips (372 entering, 660 exiting) can be expected during the AM peak-hour. During the PM peak-hour, a total of 1,678 new external trips (938 entering, 740 exiting) can be expected.

Distribution Pattern

The directional distribution of site-generated traffic on the study area roadways has been based on an evaluation of existing and future projected travel patterns within the study area. Based on this information, an anticipated arrival/departure pattern for the residential and non-residential uses has been developed and is shown in Table 3.

Table 3
TRIP DISTRIBUTION PATTERN
Okatie PUD

Roadways	Direction To/From	Percent of Trips Enter/Exit	
		Residential	Commercial/Other
SC 170	North	30	50
	South	50	35
SC 141	West	10	15
Beaufort County School Connectivity	South	10	-
	Total	100	100

Note: Based on existing traffic flow.

This distribution pattern has been applied to the site-generated traffic volumes from Table 2 to develop the site-generated specific volumes for the study area as illustrated in Figures 6 & 7, which follow this report.

Build Traffic Conditions

The site-generated traffic, as depicted in Figures 6 & 7, have been added to the respective 2015 No-Build traffic volumes shown in Figures 4 & 5. This results in the peak-hour Build traffic volumes, which are graphically depicted in Figures 8 & 9 for the respective AM and PM peak hours. These volumes were used as the basis to determine potential improvement measures necessary to mitigate traffic impacts caused by the project.

TRAFFIC OPERATIONS

Analysis Methodology

A primary result of capacity analysis is the assignment of Level-of-Service (LOS) to traffic facilities under various traffic flow conditions. The concept of Level-of-Service is defined as a qualitative measure describing operational conditions within a traffic stream and their perception by motorists and/or passengers. A Level-of-Service designation provides an index to the quality of traffic flow in terms of such factors as speed, travel time, freedom to maneuver, traffic interruptions, comfort, convenience, and safety.

Six Levels-of-Service are defined for each type of facility (signalized and unsignalized intersections). They are given letter designations from A to F, with LOS A representing the best operating conditions and LOS F the worst.

Since the Level-of-Service of a traffic facility is a function of the traffic flows placed upon it, such a facility may operate at a wide range of Levels-of-Service depending on the time of day, day of week, or period of a year.

Analysis Results

As part of this traffic study, capacity analyses have been performed at the study area intersections under both Existing and Future (No-Build & Build) conditions. The results of these analyses are summarized in Table 4.

Table 4
LEVEL-OF-SERVICE SUMMARY¹
Okatie PUD

Signalized Intersection	Peak Hour	Existing			2015 No-Build			2015 Build		
		Delay ²	V/C ³	LOS ⁴	Delay	V/C	LOS	Delay	V/C	LOS
SC 170 at Cherry Point Road	AM	11.8	0.60	B	28.2	0.93	C	62.0	1.13	E
	PM	5.5	0.51	A	10.6	0.80	B	54.0	1.04	D
Unsignalized Intersections										
SC 170 at SC 141	AM	154.5	-	F	>500.0	-	F	>500.0	-	F
	PM	219.4	-	F	>500.0	-	F	>500.0	-	F
SC 170 at Pritcher Point Road	AM	43.6	-	E	>500.0	-	F	>500.0	-	F
	PM	20.7	-	C	93.5	-	F	>500.0	-	F
SC 141 at Jasper Station Road/Short Cut Drive	AM	18.6	-	C	52.6	-	F	113.3	-	F
	PM	17.8	-	C	47.8	-	E	270.2	-	F
SC 170 at Full-Movement Access	AM	To be Constructed by Development			To be Constructed by Development			93.4	-	F
	PM	To be Constructed by Development			To be Constructed by Development			>500.0	-	F
SC 170 at Northern RIRO Access	AM	To be Constructed by Development			To be Constructed by Development			17.4	-	C
	PM	To be Constructed by Development			To be Constructed by Development			38.9	-	E
SC 170 at Southern RIRO Access	AM	To be Constructed by Development			To be Constructed by Development			19.5	-	C
	PM	To be Constructed by Development			To be Constructed by Development			35.9	-	E

1. Calculations completed using the 2000 HCM methodology.

2. Delay in seconds-per-vehicle

3. V/C = Volume-to-capacity ratio

4. Level-of-Service

GENERAL NOTES:

1. For unsignalized intersections, delay is representative of the minor street approach

2. For signalized intersections, delay is representative of the over-all intersection

As shown in Table 4, under Existing conditions, the signalized intersection of SC 170 at Cherry Point Road and the unsignalized intersection of SC 141 at Jasper Station Road/Short Cut Drive each operate at acceptable service levels. The remaining two unsignalized study area intersections along SC 170 which include the SC 141 and Pritcher Point Road intersections currently operate poorly. These poor service levels are due the minor street left-turn movements from the minor street approach which must wait for a gap in through traffic on SC 170

Under the future 2015 No-Build condition, which does not include traffic generated by the project, operating conditions are expected to be unacceptable at each of the unsignalized study area intersections and acceptable at the signalized intersection of SC 170 at Cherry Point Road. As under the Existing condition, the reasoning for the poor service levels at the unsignalized intersections is due to the minor street approaches; typically the left-turn movement.

Under Build conditions, each of the study area intersections, two of which will now provide access to/from the site, are expected to operate poorly during one or more of the peak hours evaluated. In addition, the three proposed site access drives; two of which are limited to right-turn in/right-turn out movements only (RIRO); are also expected to operate with some delay.

MITIGATION

The final phase of the analysis process is to identify mitigating measures which may either minimize the impact of the project on the transportation system or tend to alleviate poor service levels not caused by the project. The following describes measures necessary to mitigate the project's impact:

Site Access Intersections-

Access to/from the site will be provided via five access drives, two via existing roadway alignments (Pritcher Point Drive and Cherry Point Drive) and three via new curb-cuts two of which will be limited to right-turn in/right-turn out movements only. The following describe the suggested geometry and traffic control for each of the site access intersections:

SC 170 at Pritcher Point Road/Short Cut Drive

This intersection will serve as one of the primary/direct access drives to/from the site. To accommodate the expected site-generated traffic, the following geometrics and traffic control are suggested:

- Widen northbound SC 170 to provide a separate right-turn lane entering Pritcher Point Road. This lane should provide a taper length of 200-feet and a full storage length of 250-feet;
- Widen southbound SC 170 to provide a separate left-turn lane entering Pritcher Point Road. This lane should provide a taper length of 200-feet and a full storage length of 250-feet;
- Widen Pritcher Point Road (westbound approach) to provide dual left-turn lanes, a through lane and a separate right-turn lane;
- Reconstruct the eastbound approach of Short Cut Drive to provide adequate geometry to align/provide safe traffic flow at this intersection. For the purposes of this report, a minimum of a separate left-turn lane and a shared through/right-turn lane has been suggested. The geometry of this approach must not induce the need for split phased operations; and
- In accordance with the County's plan for SC 170, monitor intersection for the need for traffic signal control. When needed, install traffic signal control. It should be noted that the peak-hour traffic volumes as well as the suggested intersection geometry are sufficient to require traffic signal control criteria.

SC 170 at Cherry Point Road/Pearlstone Drive

This intersection is currently signalized and serves as the primary/direct access for the adjacent Beaufort County School. The development will impact this intersection resulting in the need for the following improvements:

- Widen Cherry Point Road (westbound approach) to provide dual left-turn lanes, a through lane and a separate right-turn lane exiting the site; and
- Reconstruct the eastbound approach of Pearlstone Drive to provide adequate geometry to align/provide safe traffic flow at this intersection. For the purposes of this report, a minimum of a separate left-turn lane and a shared through/right-turn lane has been suggested. The geometry of this approach must not induce the need for split phased operations.

SC 170 at Full-Movement Center Access

This intersection will serve as a secondary access drive for the site. To accommodate the expected site-generated traffic, the following geometrics and traffic control are suggested:

- Widen northbound SC 170 to provide a separate right-turn lane entering the site. This lane should provide a taper length of 200-feet and a full storage lane length of 250-feet;
- Widen southbound SC 170 to provide a separate left-turn lane entering the site. This lane should provide a taper length of 200-feet and a full storage lane length of 250-feet;
- Construct the site access to provide a three lane cross-section; one lane entering the site and two lanes exiting the site designated as a separate left-turn lane and a separate right-turn lane; and
- Place intersection under STOP sign control where vehicles exiting the site are required to stop.

SC 170 at Limited Access Drives (Two Locations)

These two intersections are to be located on either side of the Cherry Point Drive intersection. Sufficient separation will be needed in order to provide good operations as well as the allowance for separate turning lanes entering each access. To accommodate the expected site-generated traffic, the following geometrics and traffic control are suggested at each access:

- Widen northbound SC 170 to provide a separate right-turn lane entering the site. This lane should provide a taper length of 200-feet and a full storage lane length of 250-feet;
- Construct the site access to provide a two lane cross-section; one lane entering the site and one lane exiting the site designated as a right-turn only lane. Directional traffic entering and exiting the site will be separate by a raised delta median; and
- Place intersection under STOP sign control where vehicles exiting the site are required to stop.

It should be noted that the prohibition of no left-turns at these intersections will also be enforced by the exiting median within SC 170.

Off-Site Intersections

SC 170 at SC 141

This intersection currently operates poorly and is expected to continue to operate poorly without improvements. This intersection is anticipated to be placed under traffic signal control in accordance with the County's plan for SC 170. Review of the current traffic flow in the area indicates that signalization is likely warranted under current conditions. Based on the County plan and the current operating conditions at this intersection, signalization should be installed by the County/SCDOT prior to the development of the Okatie PUD project.

In addition to the signalization of this intersection, the construction of eastbound dual left-turn lanes should be considered. The current volume is approaching 300 vehicles during the PM peak-hour which is expected to increase under the future conditions network. It is suggested that these dual turning lanes be implemented when signalization of this intersection is installed.

SC 141 at Jasper Station Road/Short Cut Drive (Jasper County)

This intersection is anticipated to operate poorly under both future No-Build and Build conditions. To mitigate the impact that the development is expected to have on this intersection, the following improvements are recommended:

- Widen westbound Short Cut Drive to provide a two lane approach designated as a separate left-turn lane and a shared through/right-turn lane. The lane should provide a storage length of 200-feet with a taper of 180-feet; and
- Widen northbound SC 141 to provide a separate right-turn lane entering Short Cut Drive. This lane should provide a taper length of 180-feet and a full storage length of 200-feet.

It should be noted that the suggested widening of Short Cut Drive should help alleviate the existing offset/skew of this intersection. The resultant service levels depicting the mitigation strategies identified above are shown in **Table 5**.

Table 5
MITIGATED LEVEL-OF-SERVICE SUMMARY¹
Okatie PUD

Signalized Intersections	Peak Hour	2015 No-Build			2015 Build			2015 Build Mitigated		
		Delay	V/C	LOS	Delay	V/C	LOS	Delay	V/C	LOS
SC 170 at Cherry Point Road	AM	28.2	0.93	C	62.0	1.13	E	55.4	0.98	E
	PM	10.6	0.80	B	54.0	1.04	D	47.3	0.99	D
SC 170 at SC 141	AM	See Unsignalized Below			See Unsignalized Below			16.5	1.40	B
	PM							12.8	0.94	B
SC 170 at Pritchard Point Road	AM	See Unsignalized Below			See Unsignalized Below			49.2	1.00	D
	PM							72.7	1.14	E
Unsignalized Intersections										
SC 170 at SC 141	AM	>500.0	-	F	>500.0	-	F	See Signalized Above		
	PM	>500.0	-	F	>500.0	-	F			
SC 170 at Pritchard Point Road	AM	>500.0	-	F	>500.0	-	F	See Signalized Above		
	PM	93.5	-	F	>500.0	-	F			
SC 141 at Jasper Station Road/Short Cut Drive	AM	52.6	-	F	183.3	-	F	86.8	-	F
	PM	47.8	-	E	170.2	-	F	141.4	-	F

1. Calculations completed using the 2000 HCM methodology.

2. Delay in seconds-per-vehicle.

3. V/C = Volume-to-capacity ratio.

4. Level-of-Service.

GENERAL NOTES:

1. For unsignalized intersections, delay is representative of the minor street approach.

2. For signalized intersections, delay is representative of the over-all intersection.

As shown, assuming the implementation of the recommended improvements, service levels at each of the study area intersections are expected to improve as compared to the Build condition and in most cases the No-Build condition.

CONCLUSIONS/RECOMMENDATIONS

SRS Engineering, LLC (SRS) has completed an assessment of the traffic impacts associated with the development of the Okatie PUD which is comprised of five individual/specific developments. In its entirety, the development proposes a mix of land-uses including commercial and residential which includes the existing Beaufort County School which is in operation.

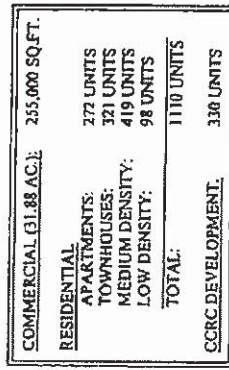
The Okatie PUD plans a total of 1,340 residential units, 330 CCRC units, and 244,000 sf of commercial space which will be provided access via five access drives along SC 170. As planned, the development is anticipated to be constructed and fully-operational by 2015.

As shown by this report, the PUD in its entirety will have an impact on SC 170 and at the SC 141 at Short Cut Drive/Jasper Station Road intersection located in Jasper County. Recommendations to improve operations at the impacted intersections have been made which include the addition of separate turning lanes and installation of traffic signal control. In total, three intersections are suggested to be signalized which is consistent with Beaufort County access management recommendations for SC 170.

As has been shown in this report, traffic volumes anticipated along SC 170 are expected to be significant such that operations at unsignalized intersections (including right-in/right-out movement only intersections) are expected to operate with delays. Further detailed long-term analyses using the County's transportation model should be completed which includes the revision of model input data to reflect the land-uses specified in this report (TAZ's #72 & 74). This will enable the County to continue planning the SC 170 corridor and allow planning to keep up with development trends.

If you have any questions or comments regarding any information contained within this report, please contact me at (803) 252-1488.

Attachments



CONCEPTUAL DIAGRAM
AUGUST 16, 2007



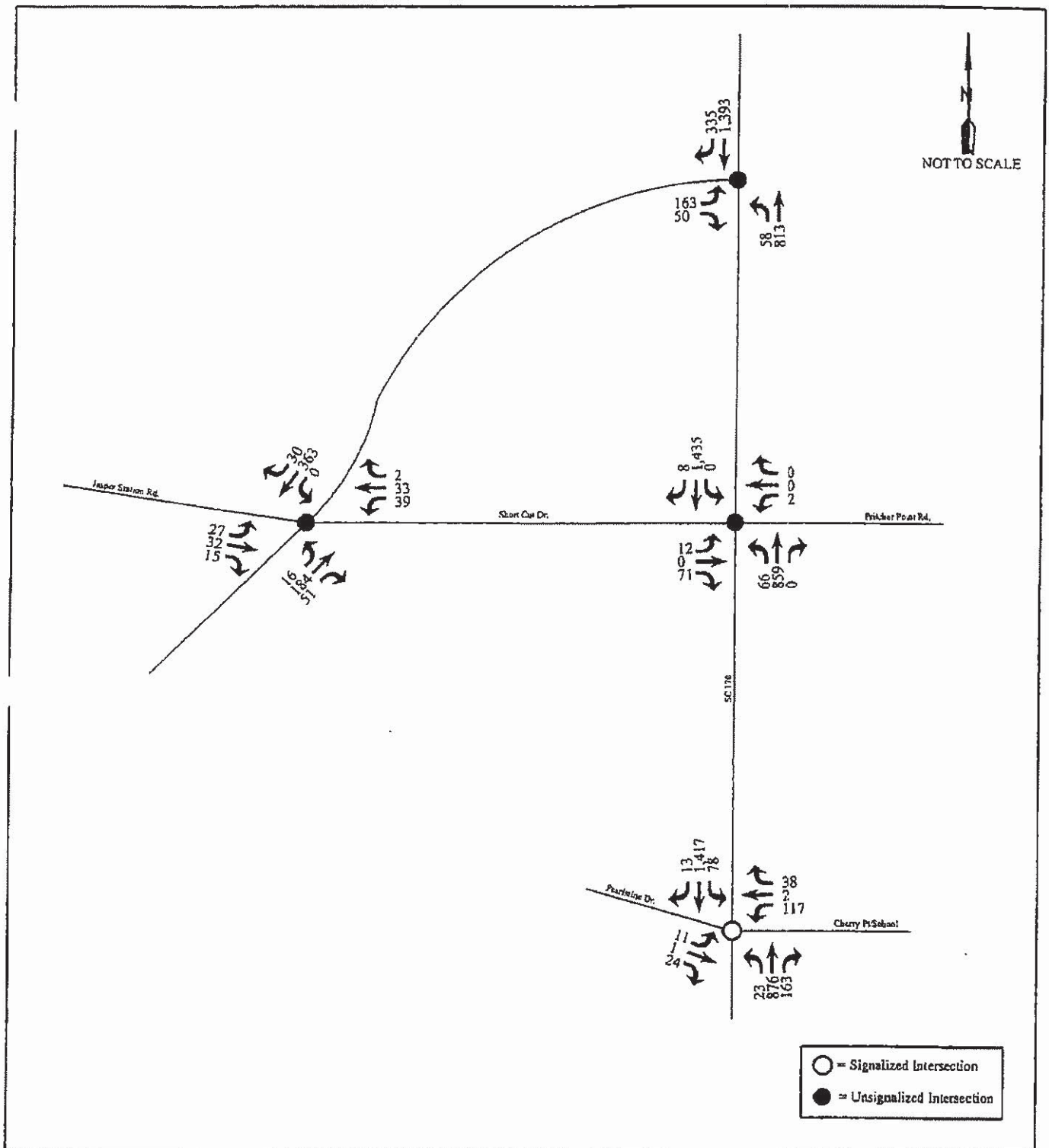
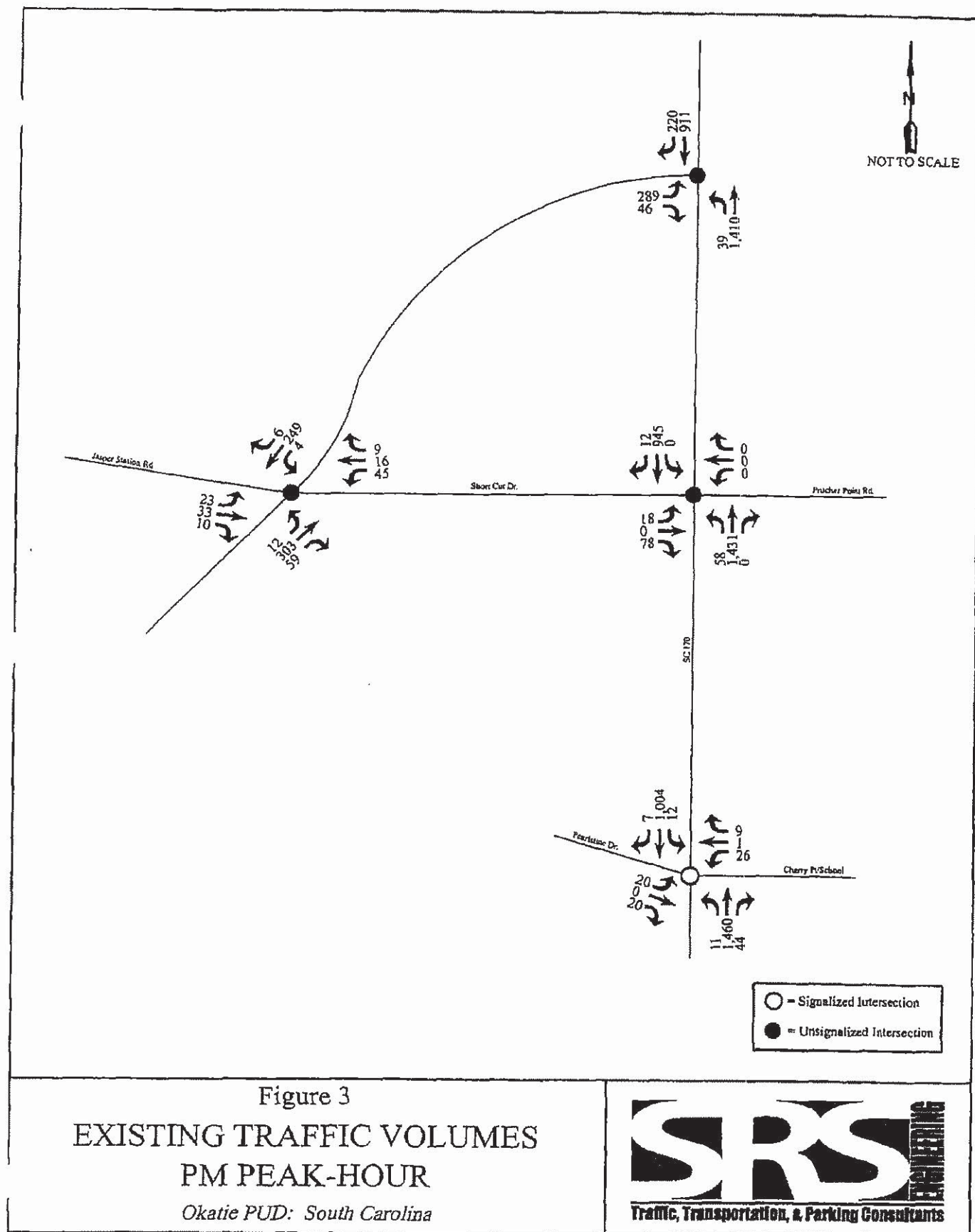
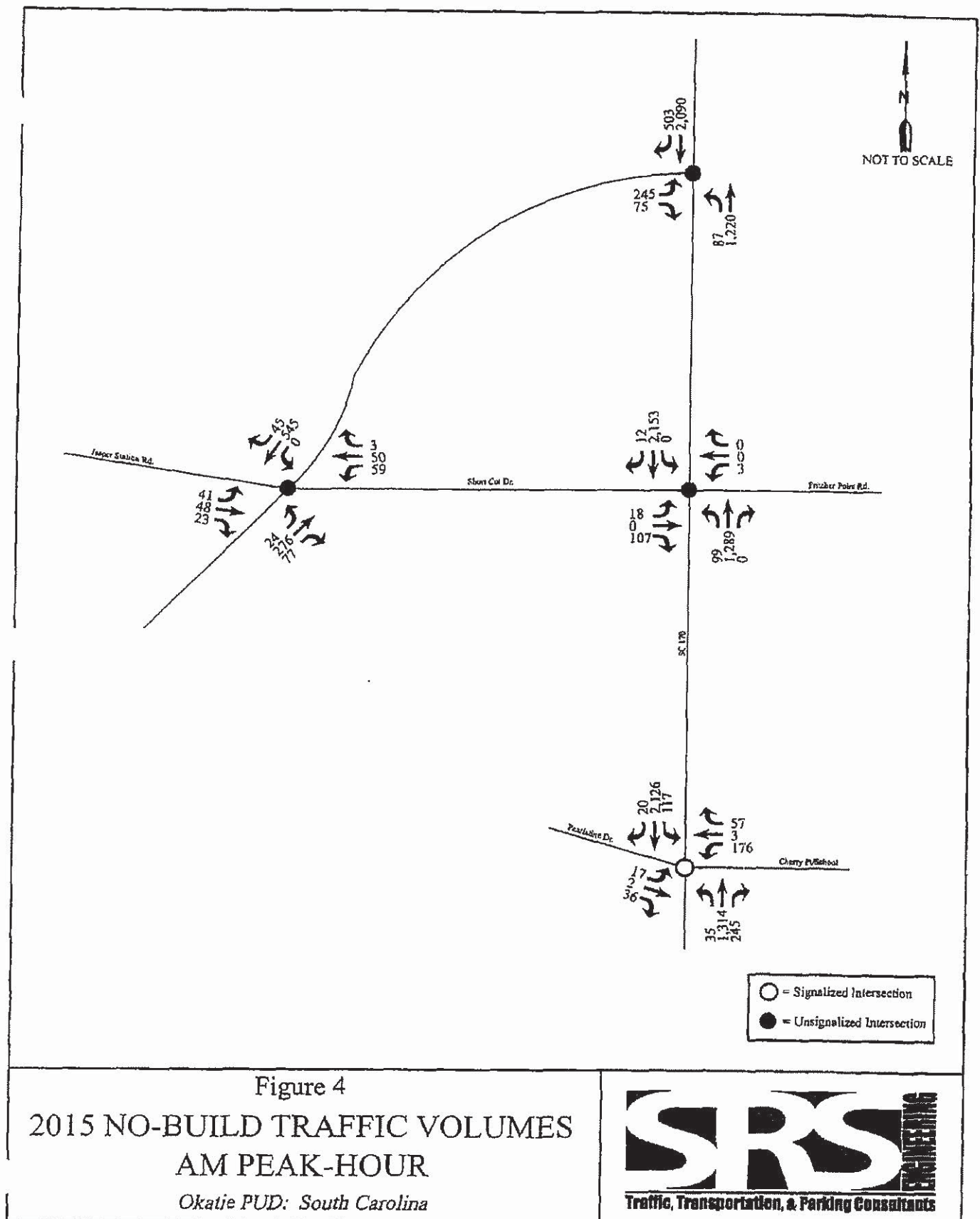


Figure 2
 EXISTING TRAFFIC VOLUMES
 AM PEAK-HOUR
 Okatie PUD: South Carolina







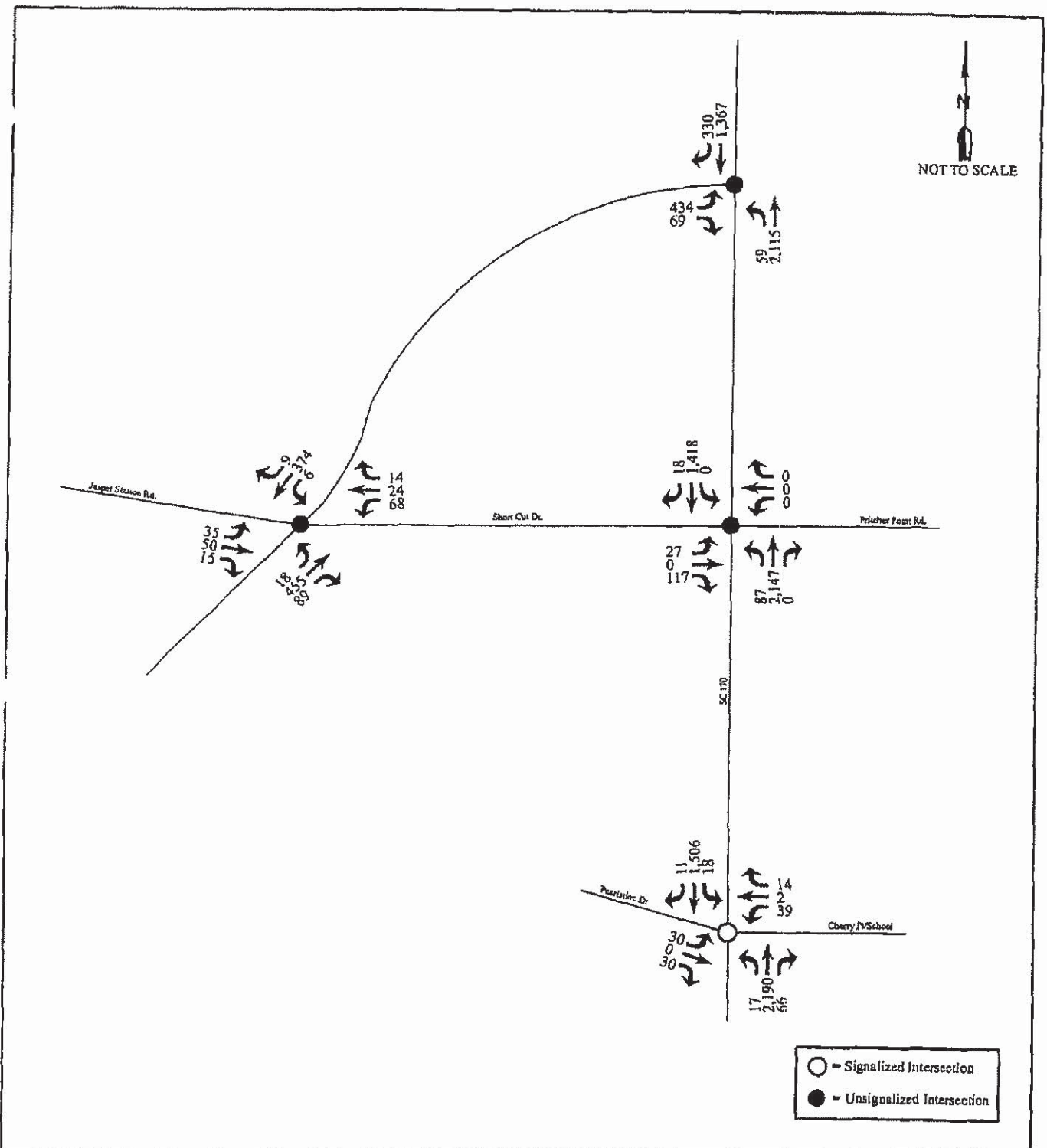


Figure 5
 2015 NO-BUILD TRAFFIC VOLUMES
 PM PEAK-HOUR
 Okatie PUD: South Carolina



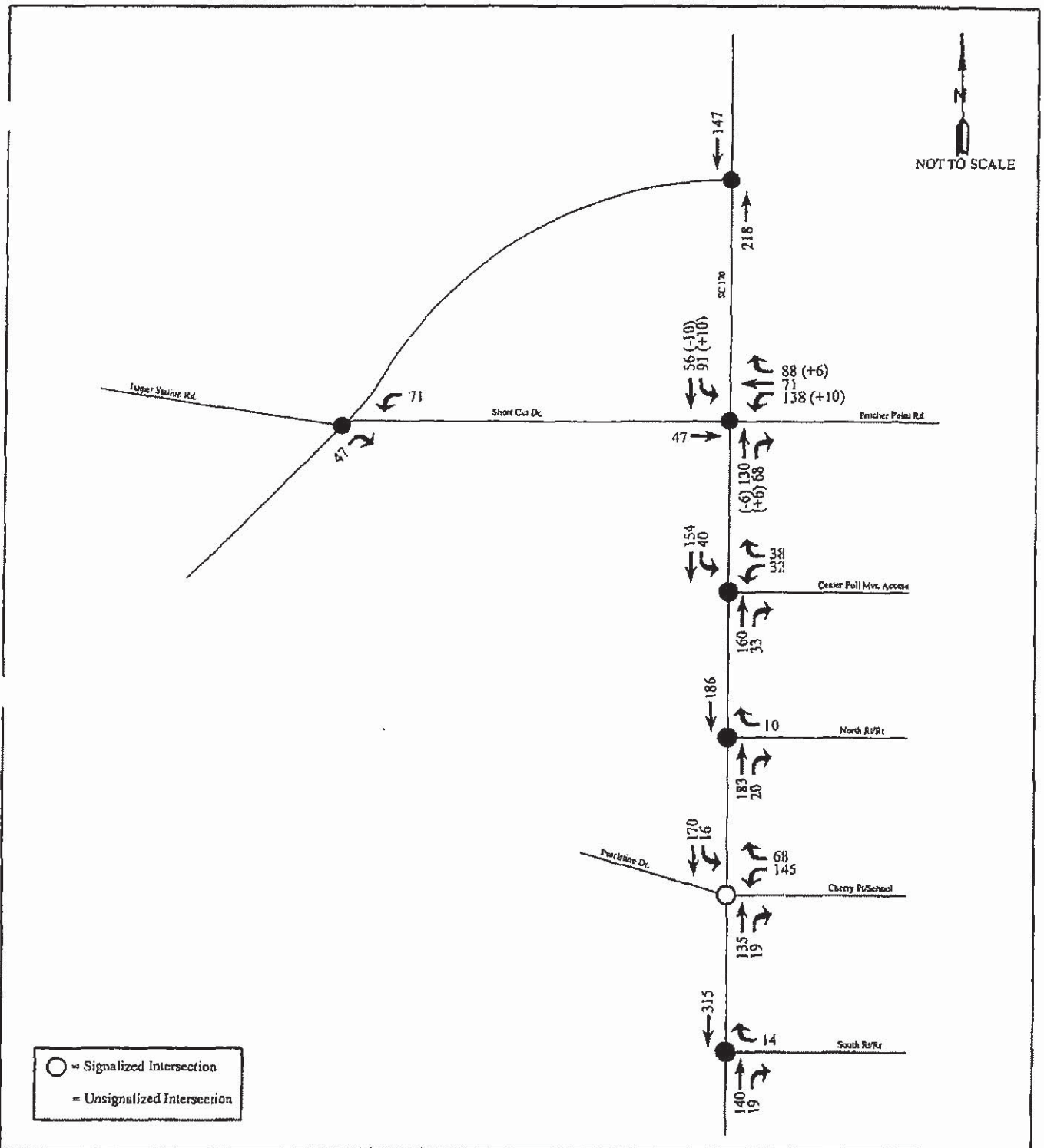


Figure 6
 SITE-GENERATED TRAFFIC VOLUMES
 AM PEAK-HOUR
 Okatie PUD: South Carolina

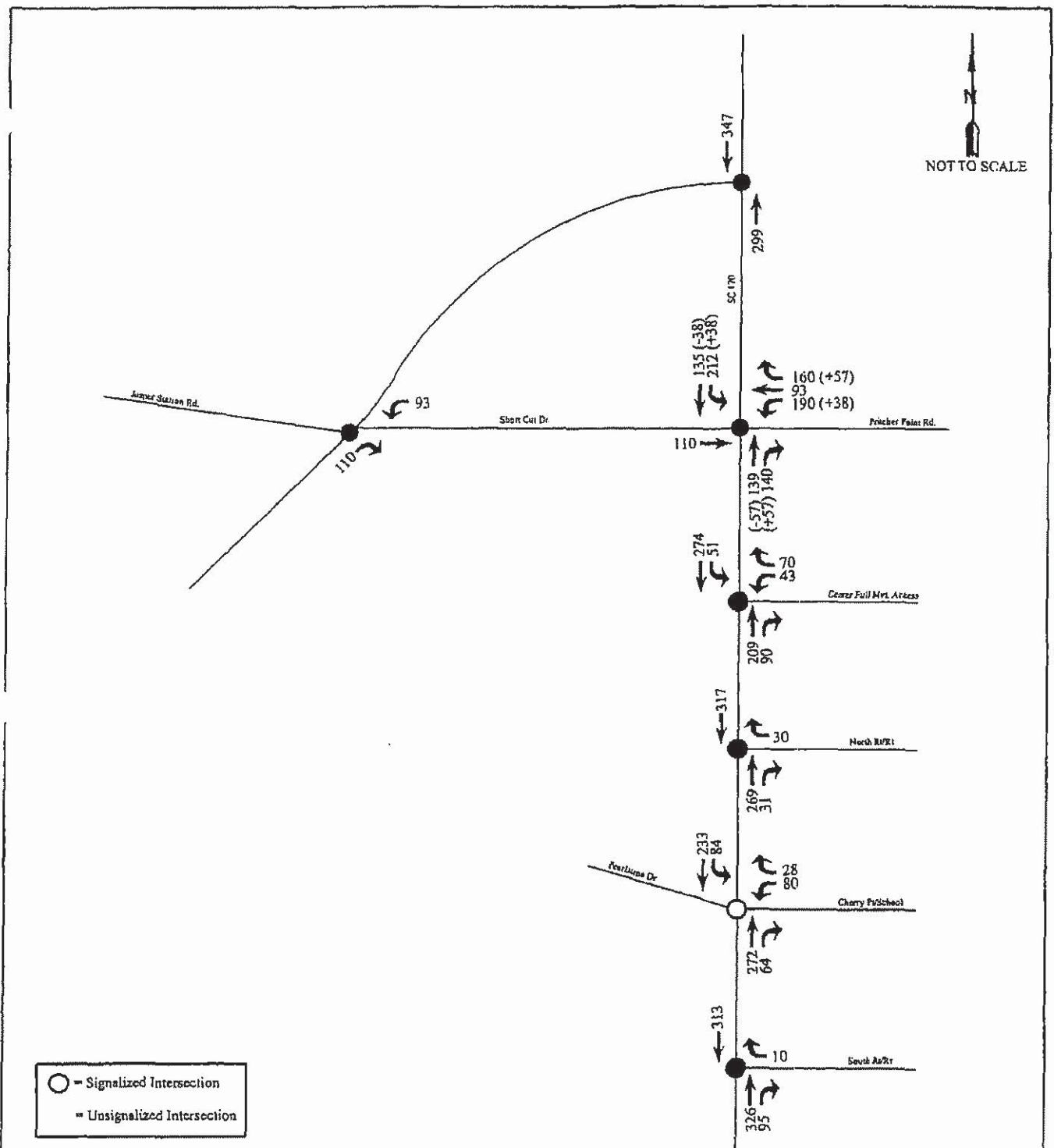


Figure 7
 SITE-GENERATED TRAFFIC VOLUMES
 PM PEAK-HOUR
 Okatie PUD; South Carolina



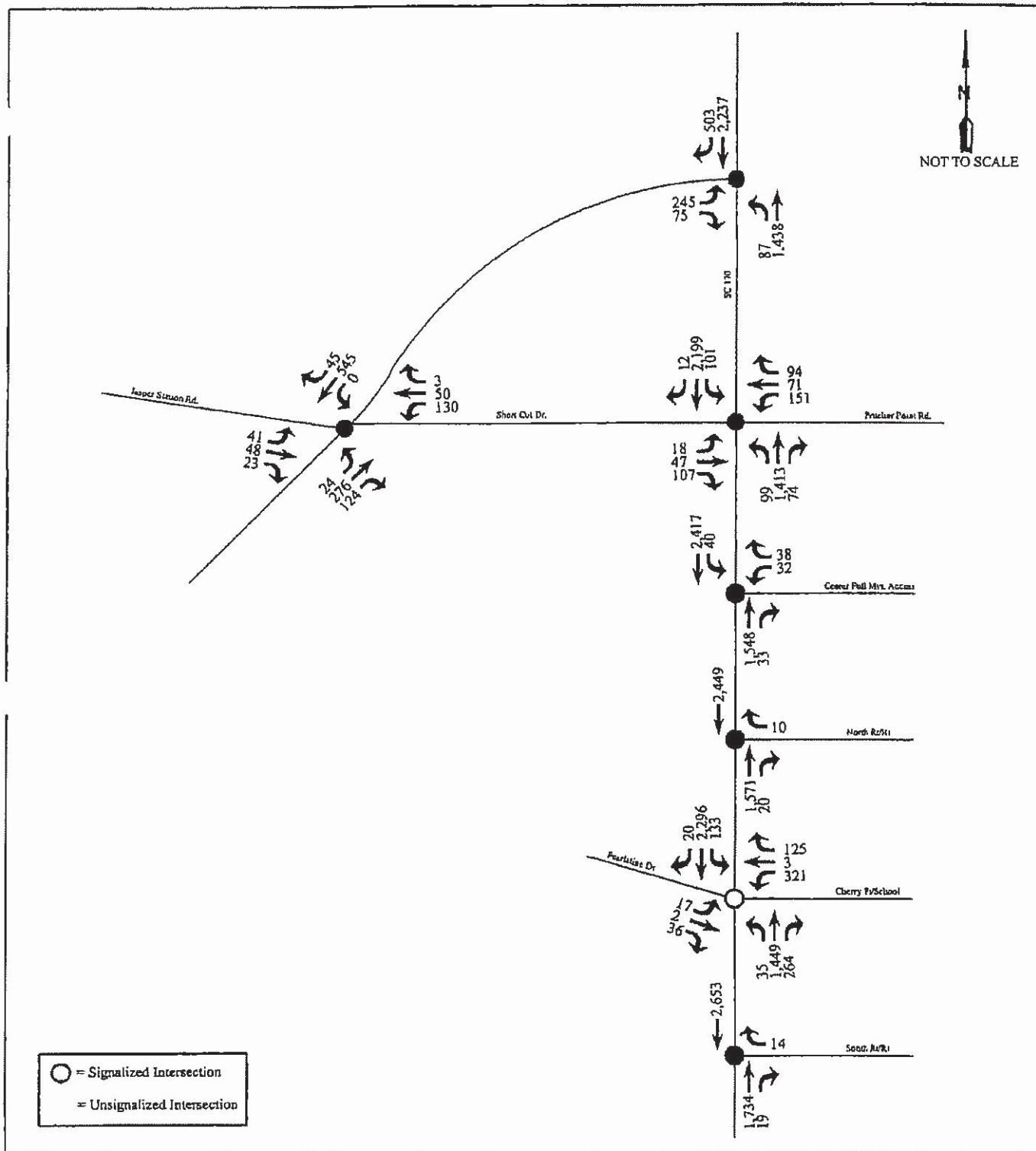


Figure 8
 2015 BUILD TRAFFIC VOLUMES
 AM PEAK-HOUR
 Okatie PUD: South Carolina



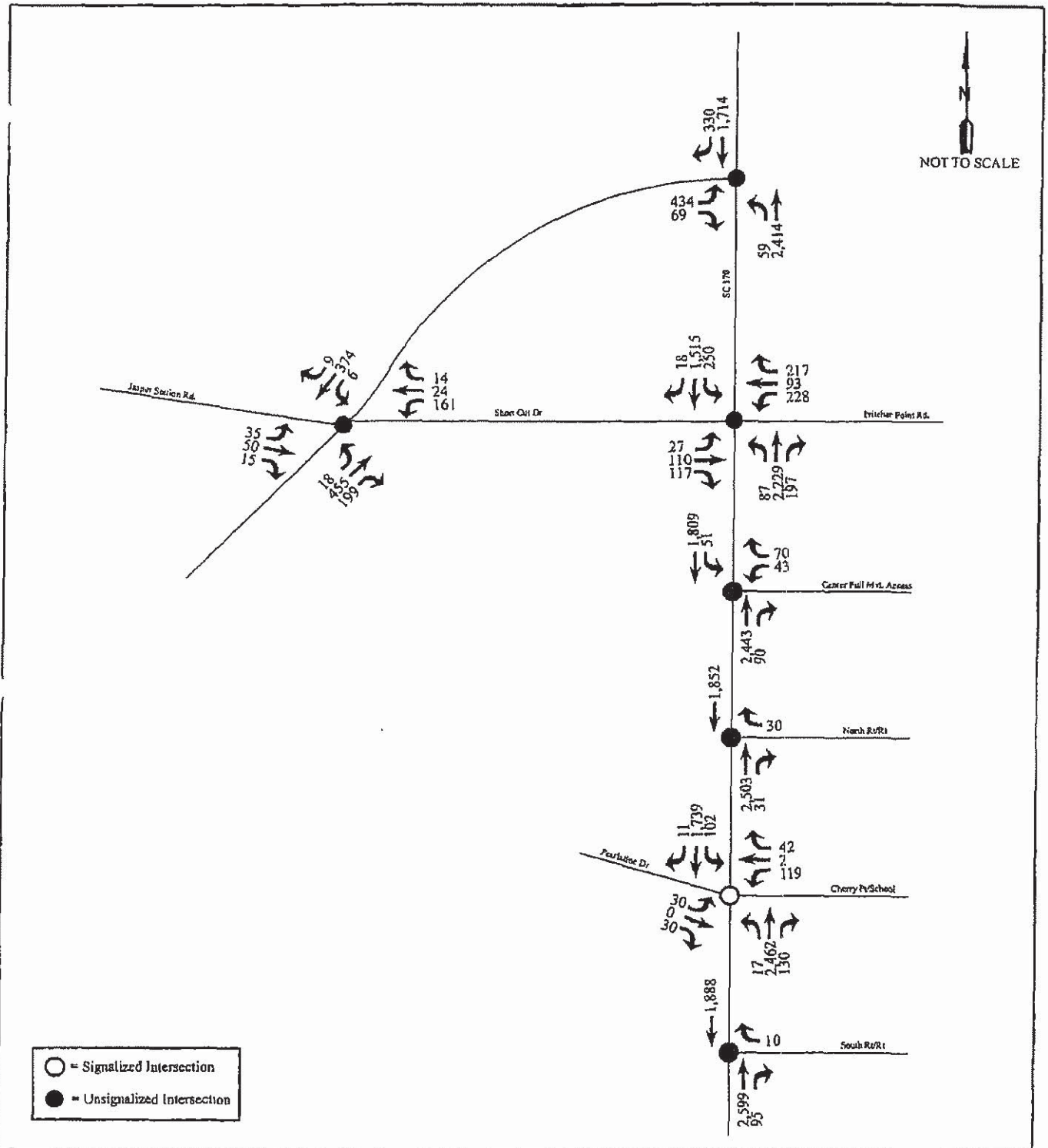


Figure 9
 2015 BUILD TRAFFIC VOLUMES
 PM PEAK-HOUR
 Okatie PUD: South Carolina



APPENDIX

Count Data

SC 170 Access Plan

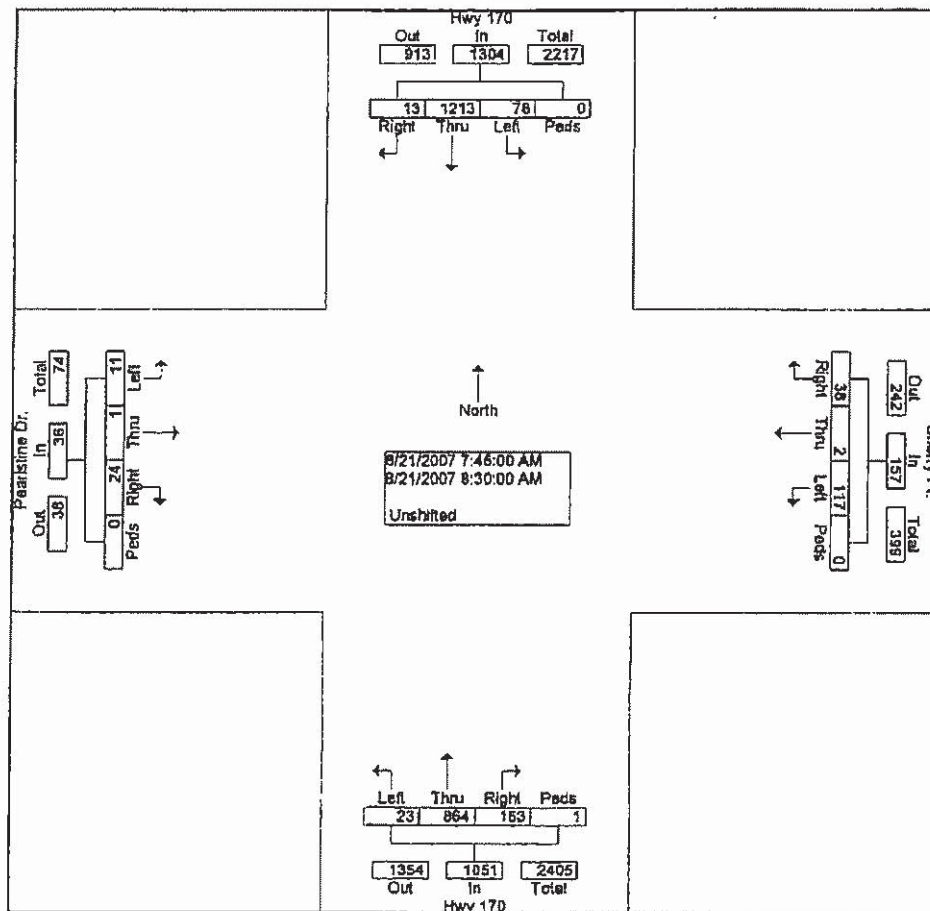
Capacity Analysis

COUNT DATA

SRS Engineering, LLC
801 Mohawk Drive
West Columbia, SC 29169
803-252-1799

File Name : Hwy 170 @ Cherry Pt.
Site Code : 00082107
Start Date : 8/21/2007
Page No : 2

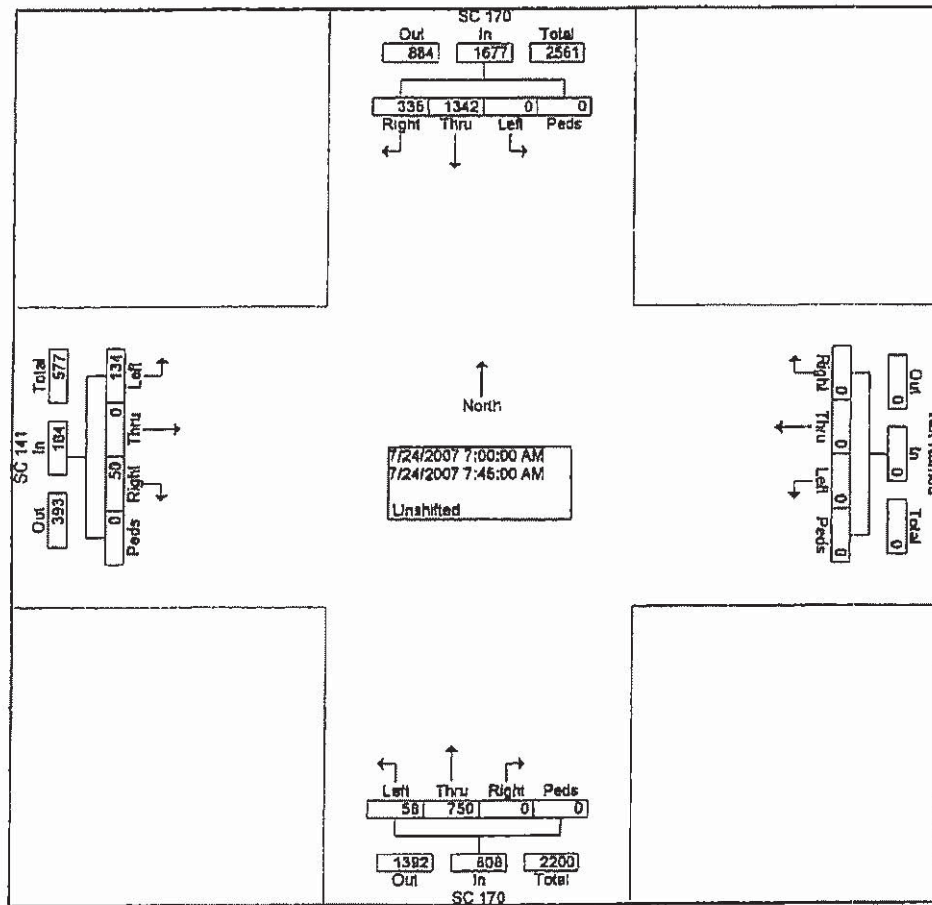
	Hwy 170 Southbound					Cherry Pl. Westbound					Hwy 170 Northbound					Pearlstone Dr. Eastbound					
Start Time	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Int. Total
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Intersection	07:45 AM																				
Volume	13	121	78	0	1304	38	2	117	0	157	163	864	23	1	1051	24	1	11	0	36	2548
Percent	1.0	93.0	6.0	0.0		24.2	1.3	74.5	0.0		15.5	82.2	2.2	0.1		66.7	2.8	30.6	0.0		
08:30																					
Volume	2	279	22	0	303	18	2	56	0	76	60	198	10	0	268	5	0	3	0	8	655
Peak Factor																					0.973
High Int.	08:00 AM					08:30 AM					07:45 AM					07:45 AM					
Volume	6	334	20	0	360	18	2	56	0	76	23	259	4	0	286	11	0	3	0	14	
Peak Factor	0.906					0.516					0.919					0.643					



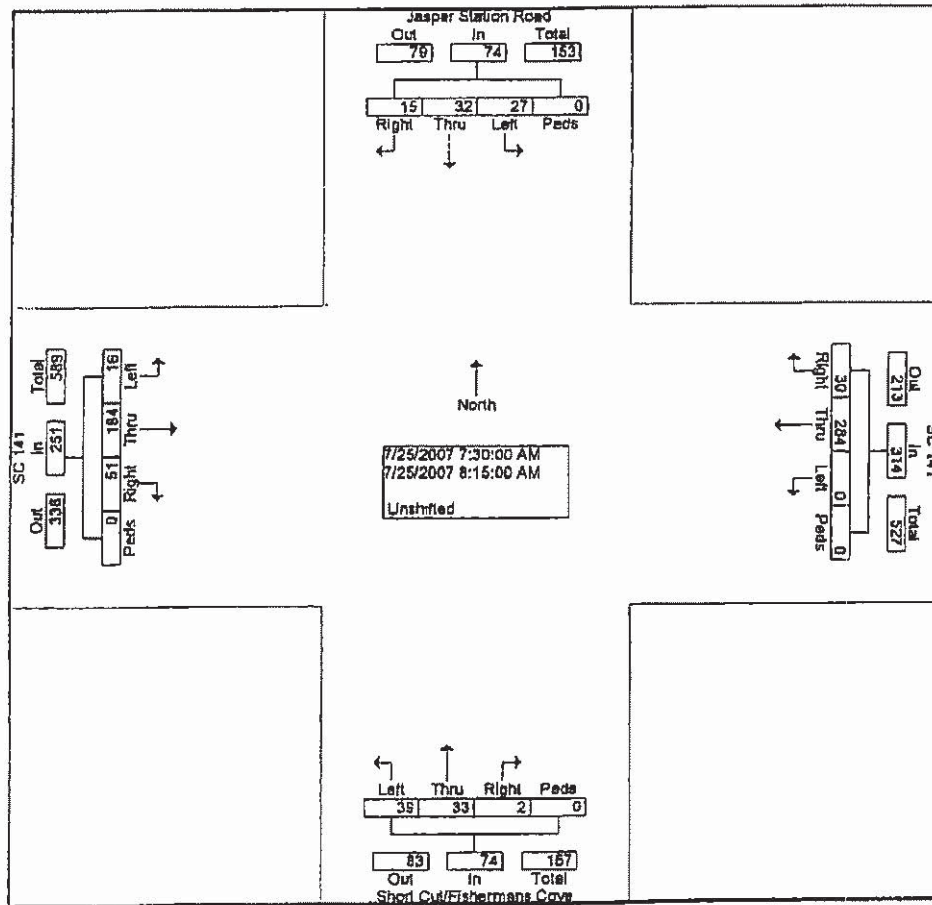
SRS Engineering, LLC
801 Mohawk Drive
West Columbia, SC 29169
803-252-1799

File Name : SC 141 at SC 170
Site Code : 00000000
Start Date : 7/24/2007
Page No : 2

	SC 170 Southbound					Westbound					SC 170 Northbound					SC 141 Eastbound					Int. Total
Start Time	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Int. Total
Peak Hour From 07:00 AM to 12:30 PM - Peak 1 of 1																					
Intersection	07:00 AM																				
Volume	335	134	0	0	1677	0	0	0	0	0	0	750	58	0	808	50	0	134	0	184	2669
Percent	20.0	80.0	0.0	0.0		0.0	0.0	0.0	0.0		0.0	92.8	7.2	0.0		27.2	0.0	72.8	0.0		
07:30 Volume	99	369	0	0	468	0	0	0	0	0	0	230	12	0	242	6	0	27	0	33	743
Peak Factor																					0.898
High Int.	07:30 AM					6:45:00 AM					07:30 AM					07:15 AM					
Volume	99	369	0	0	468	0	0	0	0	0	0	230	12	0	242	20	0	43	0	63	
Peak Factor					0.896										0.835					0.730	



	Jasper Station Road Southbound					SC 141 Westbound					Short Cut/Fishermans Cove Northbound					SC 141 Eastbound					InL Total
Start Time	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	Rig ht	Thr u	Left	Ped s	App. Total	
Peak Hour From 07:00 AM to 12:30 PM - Peak 1 of 1																					
Intersection	07:30 AM																				
Volume	15	32	27	0	74	30	284	0	0	314	2	33	39	0	74	51	184	16	0	251	713
Percent	20.3	43.2	36.5	0.0		9.6	90.4	0.0	0.0		2.7	44.6	52.7	0.0		20.3	73.3	6.4	0.0		
07:45																					
Volume	0	3	2	0	5	8	91	0	0	99	1	6	12	0	19	18	53	6	0	77	200
Peak																					0.891
Factor																					
High Int.	08:00 AM					07:45 AM					07:45 AM					07:45 AM					
Volume	7	9	14	0	30	8	91	0	0	99	1	6	12	0	19	18	53	6	0	77	
Peak																					
Factor	0.617					0.793					0.974					0.815					



SC 170 ACCESS PLAN



LEGEND



EXISTING SIGNAL



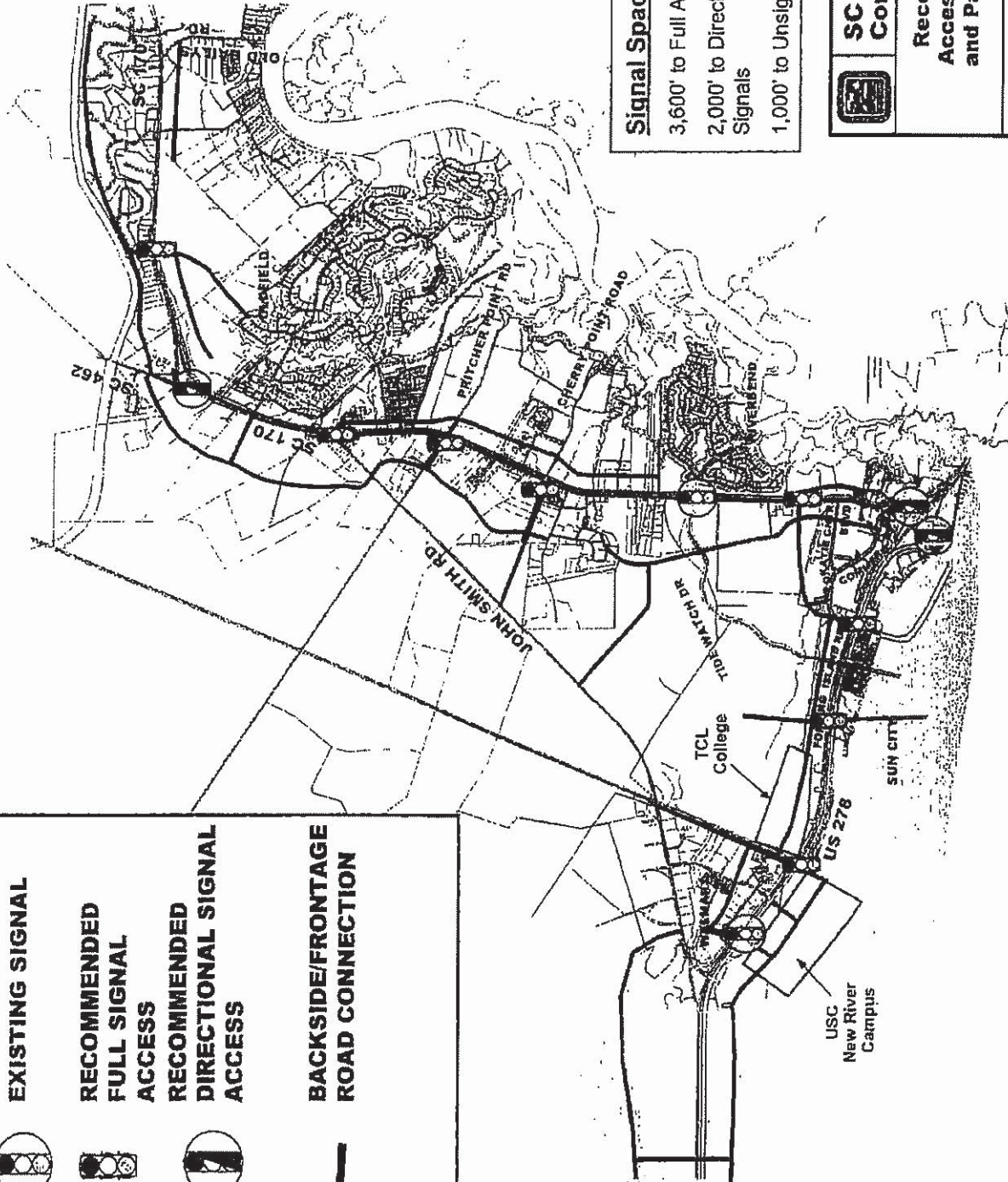
RECOMMENDED
FULL SIGNAL
ACCESS



RECOMMENDED
DIRECTIONAL SIGNAL
ACCESS



BACKSIDE/FRONTAGE
ROAD CONNECTION



Signal Spacing

3,600' to Full Access Signals

2,000' to Directional Access
Signals

1,000' to Unsignalized Access



SC 170/US 278 Corridor Analysis

**Recommended
Access Locations
and Parallel Roads**

April 22, 2005

CAPACITY ANALYSIS

- **2007 Existing**
- **2015 No-Build**
- **2015 Build/Mitigated**

EXISTING

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔	↔	↔	↔	↔	↔	↔
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor		1.00			1.00	1.00	1.00	0.95	1.00	1.00	0.95	
Frt		0.91			1.00	0.85	1.00	1.00	0.85	1.00	1.00	
Flt Protected		0.98			0.95	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)		1669			1775	1583	1770	3539	1583	1770	3534	
Flt Permitted		0.90			0.76	1.00	0.12	1.00	1.00	0.26	1.00	
Satd. Flow (perm)		1525			1418	1583	222	3539	1583	480	3534	
Volume (vph)	11	1	24	117	2	38	23	876	163	78	1417	13
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	12	1	26	127	2	41	25	952	177	85	1540	14
RTOR Reduction (vph)	0	22	0	0	0	35	0	0	54	0	0	0
Lane Group Flow (vph)	0	17	0	0	129	6	25	952	123	85	1554	0
Turn Type	Perm			Perm			Perm pm+pt			Perm pm+pt		
Protected Phases	4			8			5			1		
Permitted Phases	4			8			2			6		
Actuated Green, G (s)	15.9			15.9			85.6			89.6		
Effective Green, g (s)	17.4			17.4			88.6			92.6		
Actuated g/C Ratio	0.14			0.14			0.74			0.77		
Clearance Time (s)	5.5			5.5			5.5			5.5		
Vehicle Extension (s)	3.0			3.0			3.0			3.0		
Lane Grp Cap (vph)	221			206			231			448		
v/s Ratio Prot							0.00			c0.01		
v/s Ratio Perm	0.03			c0.09			0.08			0.11		
v/c Ratio	0.08			0.63			0.11			0.19		
Uniform Delay, d1	44.3			48.2			6.5			6.1		
Progression Factor	1.00			1.00			1.00			1.00		
Incremental Delay, d2	0.1			5.8			0.0			0.2		
Delay (s)	44.5			54.1			6.7			6.3		
Level of Service	D			D			A			A		
Approach Delay (s)	44.5			51.7			7.8			9.7		
Approach LOS	D			D			A			A		

Intersection Summary			
HCM Average Control Delay	11.8	HCM Level of Service	B
HCM Volume to Capacity ratio	0.60		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	66.2%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔				↔	↔	↔	↔	↔	↔	↔	↔
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lane Util. Factor		1.00			1.00	1.00	1.00	0.95	1.00	1.00	0.95	
Frt		0.93			1.00	0.85	1.00	1.00	0.85	1.00	1.00	
Flt Protected		0.98			0.95	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)		1696			1777	1583	1770	3539	1583	1770	3535	
Flt Permitted		0.83			0.78	1.00	0.25	1.00	1.00	0.13	1.00	
Satd. Flow (perm)		1436			1446	1583	458	3539	1583	245	3535	
Volume (vph)	20	0	20	26	1	9	11	1460	44	12	1004	7
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	22	0	22	28	1	10	12	1587	48	13	1091	8
RTOR Reduction (vph)	0	21	0	0	0	9	0	0	9	0	0	0
Lane Group Flow (vph)	0	23	0	0	29	1	12	1587	39	13	1099	0
Turn Type	Perm			Perm		Perm pm+pt		Perm pm+pt		Perm pm+pt		
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8		8	2		2	6		
Actuated Green, G (s)		5.4			5.4	5.4	97.0	95.8	95.8	99.2	96.9	
Effective Green, g (s)		6.9			6.9	6.9	100.0	97.3	97.3	102.2	98.4	
Actuated g/C Ratio		0.06			0.06	0.06	0.83	0.81	0.81	0.85	0.82	
Clearance Time (s)		5.5			5.5	5.5	5.5	5.5	5.5	5.5	5.5	
Vehicle Extension (s)		3.0			3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)		83			83	91	411	2870	1284	257	2899	
v/s Ratio Prot							0.00	c0.45		c0.00	0.31	
v/s Ratio Perm		c0.03			0.02	0.01	0.02		0.03	0.04		
v/c Ratio		0.28			0.35	0.01	0.03	0.55	0.03	0.05	0.38	
Uniform Delay, d1		54.2			54.4	53.3	1.8	3.9	2.2	2.6	2.8	
Progression Factor		1.00			1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2		1.8			2.5	0.0	0.0	0.8	0.0	0.1	0.4	
Delay (s)		56.0			56.9	53.3	1.8	4.7	2.2	2.6	3.2	
Level of Service		E			E	D	A	A	A	A	A	
Approach Delay (s)		56.0			56.0			4.6			3.2	
Approach LOS		E			E			A			A	
Intersection Summary												
HCM Average Control Delay		5.5			HCM Level of Service			A				
HCM Volume to Capacity ratio		0.53										
Actuated Cycle Length (s)		120.0			Sum of lost time (s)			12.0				
Intersection Capacity Utilization		57.0%			ICU Level of Service			B				
Analysis Period (min)		15										
c Critical Lane Group												

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Volume (veh/h)	163	50	58	813	1393	335
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	177	54	63	884	1514	364
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)		10				
Median type	Raised					
Median storage (veh)	2					
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	2082	757	1514			
vC1, stage 1 conf vol	1514					
vC2, stage 2 conf vol	568					
vCu, unblocked vol	2082	757	1514			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3	2.2			
p0 queue free %	0	84	86			
cM capacity (veh/h)	155	350	437			


















Direction, Lane #	EB 1	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3
Volume Total	232	63	442	442	757	757	364
Volume Left	177	63	0	0	0	0	0
Volume Right	54	0	0	0	0	0	364
cSH	203	437	1700	1700	1700	1700	1700
Volume to Capacity	1.14	0.14	0.26	0.26	0.45	0.45	0.21
Queue Length (ft)	281	12	0	0	0	0	0
Control Delay (s)	154.5	14.6	0.0	0.0	0.0	0.0	0.0
Lane LOS	F	B					
Approach Delay (s)	154.5	1.0			0.0		
Approach LOS	F						

Intersection Summary							
Average Delay		12.0					
Intersection Capacity Utilization		60.9%		ICU Level of Service		B	
Analysis Period (min)		15					

	EBL	EBR	NBL	NBT	SBT	SBR
Movement	↖	↗	↖	↑	↓	↗
Lane Configurations	↖	↗	↖	↑↑	↑↑	↗
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Volume (veh/h)	289	46	39	1410	911	220
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	314	50	42	1533	990	239
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)		10				
Median type	TWLT					
Median storage (veh)	2					
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1841	495	990			
vC1, stage 1 conf vol	990					
vC2, stage 2 conf vol	851					
vCu, unblocked vol	1841	495	990			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3	2.2			
p0 queue free %	0	90	94			
cM capacity (veh/h)	239	520	694			

Direction, Lane #	EB 1	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3
Volume Total	364	42	766	766	495	495	239
Volume Left	314	42	0	0	0	0	0
Volume Right	50	0	0	0	0	0	239
cSH	268	694	1700	1700	1700	1700	1700
Volume to Capacity	1.36	0.06	0.45	0.45	0.29	0.29	0.14
Queue Length (ft)	478	5	0	0	0	0	0
Control Delay (s)	219.4	10.5	0.0	0.0	0.0	0.0	0.0
Lane LOS	F	B					
Approach Delay (s)	219.4	0.3			0.0		
Approach LOS	F						

Intersection Summary							
Average Delay		25.4					
Intersection Capacity Utilization		61.7%		ICU Level of Service		B	
Analysis Period (min)		15					

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control	Stop			Stop				Free		Free		
Grade	0%			0%				0%		0%		
Volume (veh/h)	12	0	71	2	0	0	66	859	0	0	1435	8
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	13	0	77	2	0	0	72	934	0	0	1560	9
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	Raised			Raised								
Median storage (veh)	1			1								
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	2174	2641	784	1934	2646	467	1568			934		
vC1, stage 1 conf vol	1564	1564		1077	1077							
vC2, stage 2 conf vol	610	1077		857	1568							
vCu, unblocked vol	2174	2641	784	1934	2646	467	1568			934		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)	6.5	5.5		6.5	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	85	100	77	98	100	100	83			100		
cM capacity (veh/h)	88	100	336	96	71	543	417			729		

















Direction Lane #	EB 1	WB 1	NB 1	NB 2	NB 3	SB 1	SB 2
Volume Total	90	2	72	622	311	780	789
Volume Left	13	2	72	0	0	0	0
Volume Right	77	0	0	0	0	0	9
cSH	239	96	417	1700	1700	729	1700
Volume to Capacity	0.38	0.02	0.17	0.37	0.18	0.00	0.46
Queue Length (ft)	42	2	15	0	0	0	0
Control Delay (s)	28.9	43.6	15.4	0.0	0.0	0.0	0.0
Lane LOS	D	E	C				
Approach Delay (s)	28.9	43.6	1.1			0.0	
Approach LOS	D	E					

Intersection Summary			
Average Delay	1.4		
Intersection Capacity Utilization	66.3%	ICU Level of Service	C
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔			↔			↑	↑↑			↑↑	
Sign Control	Stop			Stop				Free			Free	
Grade	0%			0%				0%			0%	
Volume (veh/h)	18	0	78	0	0	0	58	1431	0	0	945	12
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	20	0	85	0	0	0	63	1555	0	0	1027	13
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	Raised			Raised								
Median storage (veh)	1			1								
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1938	2715	520	2280	2722	778	1040			1555		
vC1, stage 1 conf vol	1034	1034		1682	1682							
vC2, stage 2 conf vol	904	1682		598	1040							
vCu, unblocked vol	1938	2715	520	2280	2722	778	1040			1555		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)	6.5	5.5		6.5	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	85	100	83	100	100	100	91			100		
cM capacity (veh/h)	135	93	501	68	87	339	664			422		

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	NB 3	SB 1	SB 2
Volume Total	104	0	63	1037	518	514	527
Volume Left	20	0	63	0	0	0	0
Volume Right	85	0	0	0	0	0	13
cSH	332	1700	664	1700	1700	422	1700
Volume to Capacity	0.31	0.00	0.09	0.61	0.30	0.00	0.31
Queue Length (ft)	33	0	8	0	0	0	0
Control Delay (s)	20.7	0.0	11.0	0.0	0.0	0.0	0.0
Lane LOS	C	A	B				
Approach Delay (s)	20.7	0.0	0.4			0.0	
Approach LOS	C	A					

Intersection Summary			
Average Delay	1.0		
Intersection Capacity Utilization	60.7%	ICU Level of Service	B
Analysis Period (min)	15		

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Sign Control	Stop			Stop			Free			Free		
Grade	0%			0%			0%			0%		
Volume (veh/h)	27	32	15	39	33	2	16	184	51	0	363	30
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	29	35	16	42	36	2	17	200	55	0	395	33
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None								
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	677	685	395	691	690	228	427				255	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	677	685	395	691	690	228	427				255	
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1				4.1	
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	91	90	98	87	90	100	98				100	
cM capacity (veh/h)	334	365	655	321	363	812	1132				1310	

Direction, Lane #	EB 1	WB 1	NE 1	SW 1	SW 2
Volume Total	80	80	273	395	33
Volume Left	29	42	17	0	0
Volume Right	16	2	55	0	33
cSH	387	344	1132	1310	1700
Volume to Capacity	0.21	0.23	0.02	0.00	0.02
Queue Length (ft)	19	22	1	0	0
Control Delay (s)	16.7	18.6	0.7	0.0	0.0
Lane LOS	C	C	A		
Approach Delay (s)	16.7	18.6	0.7	0.0	
Approach LOS	C	C			

Intersection Summary				
Average Delay	3.5			
Intersection Capacity Utilization	39.1%		ICU Level of Service	A
Analysis Period (min)	15			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NE	NET	NER	SWL	SWT	SWR
Lane Configurations		↔			↔			↔			↔	↔
Sign Control		Stop			Stop			Free			Free	↔
Grade		0%			0%			0%			0%	
Volume (veh/h)	23	33	10	45	16	9	12	303	59	4	249	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	25	36	11	49	17	10	13	329	64	4	271	7
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	685	699	271	696	673	361	277			393		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	685	699	271	696	673	361	277			393		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	93	90	99	85	95	99	99			100		
cM capacity (veh/h)	340	359	768	321	371	683	1286			1165		

Direction, Lane #	EB 1	WB 1	NE 1	SW 1	SW 2
Volume Total	72	76	407	275	7
Volume Left	25	49	13	4	0
Volume Right	11	10	64	0	7
cSH	383	356	1286	1165	1700
Volume to Capacity	0.19	0.21	0.01	0.00	0.00
Queue Length (ft)	17	20	1	0	0
Control Delay (s)	16.6	17.8	0.4	0.2	0.0
Lane LOS	C	C	A	A	
Approach Delay (s)	16.6	17.8	0.4	0.2	
Approach LOS	C	C			

Intersection Summary

Average Delay	3.3			
Intersection Capacity Utilization	43.0%	ICU Level of Service	A	
Analysis Period (min)	15			




















2015 NO-BUILD



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔	↔	↔	↔	↔	↔	↔
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor		1.00			1.00	1.00	1.00	0.95	1.00	1.00	0.95	
Frt		0.91			1.00	0.85	1.00	1.00	0.85	1.00	1.00	
Flt Protected		0.98			0.95	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)		1671			1775	1583	1770	3539	1583	1770	3534	
Flt Permitted		0.86			0.70	1.00	0.05	1.00	1.00	0.11	1.00	
Satd. Flow (perm)		1460			1303	1583	98	3539	1583	210	3534	
Volume (vph)	11	1	24	117	2	38	23	876	163	78	1417	13
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor (vph)	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%
Adj. Flow (vph)	18	2	39	191	3	62	38	1428	266	127	2310	21
RTOR Reduction (vph)	0	32	0	0	0	50	0	0	98	0	0	0
Lane Group Flow (vph)	0	27	0	0	194	12	38	1428	168	127	2331	0
Turn Type	Perm			Perm		Perm pm+pt		Perm pm+pt		Perm pm+pt		
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8		8	2		2	6		
Actuated Green, G (s)		20.9			20.9	20.9	78.5	74.5	74.5	86.7	78.6	
Effective Green, g (s)		22.4			22.4	22.4	81.5	76.0	76.0	89.6	80.1	
Actuated g/C Ratio		0.19			0.19	0.19	0.68	0.63	0.63	0.75	0.67	
Clearance Time (s)		5.5			5.5	5.5	5.5	5.5	5.5	5.5	5.5	
Vehicle Extension (s)		3.0			3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)		273			243	295	143	2241	1003	282	2359	
v/s Ratio Prot							0.01	0.40		c0.04	c0.66	
v/s Ratio Perm		0.04			c0.15	0.04	0.17		0.17	0.30		
v/c Ratio		0.10			0.80	0.04	0.27	0.64	0.17	0.45	0.99	
Uniform Delay, d1		40.4			46.6	40.0	55.8	13.5	9.0	10.7	19.5	
Progression Factor		1.00			1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2		0.2			16.5	0.1	1.0	1.4	0.4	1.1	15.9	
Delay (s)		40.6			63.2	40.0	56.8	14.9	9.4	11.8	35.4	
Level of Service		D			E	D	E	B	A	B	D	
Approach Delay (s)		40.6			57.6			15.0			34.2	
Approach LOS		D			E			B			C	

Intersection Summary			
HCM Average Control Delay	28.2	HCM Level of Service	C
HCM Volume to Capacity ratio	0.93		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	89.3%	ICU Level of Service	E
Analysis Period (min)	15		













c Critical Lane Group

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor		1.00			1.00	1.00	1.00	0.95	1.00	1.00	0.95	
Frt		0.93			1.00	0.85	1.00	1.00	0.85	1.00	1.00	
Flt Protected		0.98			0.95	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)		1695			1778	1583	1770	3539	1583	1770	3536	
Flt Permitted		0.82			0.67	1.00	0.12	1.00	1.00	0.04	1.00	
Satd. Flow (perm)		1423			1257	1583	220	3539	1583	79	3536	
Volume (vph)	20	0	20	26	1	9	11	1460	44	12	1004	7
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor (vph)	150%	150%	150%	150%	150%	150%	150%	150%	150%	150%	160%	150%
Adj. Flow (vph)	33	0	33	42	2	15	18	2380	72	20	1637	11
RTOR Reduction (vph)	0	30	0	0	0	14	0	0	10	0	0	0
Lane Group Flow (vph)	0	36	0	0	44	1	18	2380	62	20	1648	0
Turn Type	Perm		Perm		Perm pm+pt		Perm pm+pt		Perm pm+pt		Perm pm+pt	
Protected Phases	4		8		5		2		1		6	
Permitted Phases	4		8		8		2		2		6	
Actuated Green, G (s)	8.0		8.0		8.0		95.5		93.1		95.5	
Effective Green, g (s)	9.5		9.5		9.5		98.5		94.6		98.5	
Actuated g/C Ratio	0.08		0.08		0.08		0.82		0.79		0.82	
Clearance Time (s)	5.5		5.5		5.5		5.5		5.5		5.5	
Vehicle Extension (s)	3.0		3.0		3.0		3.0		3.0		3.0	
Lane Grp Cap (vph)	113		100		125		231		2790		1248	
v/s Ratio Prot					0.00		c0.67		c0.01		0.47	
v/s Ratio Perm	c0.05		0.04		0.01		0.06		0.05		0.13	
v/c Ratio	0.32		0.44		0.01		0.08		0.85		0.05	
Uniform Delay, d1	52.2		52.7		50.9		3.7		8.2		2.8	
Progression Factor	1.00		1.00		1.00		1.00		1.00		1.00	
Incremental Delay, d2	1.6		3.1		0.0		0.1		3.6		0.1	
Delay (s)	53.8		55.8		50.9		3.8		11.8		2.9	
Level of Service	D		E		D		A		B		A	
Approach Delay (s)	53.8		54.6				11.4				6.1	
Approach LOS	D		D				B				A	
Intersection Summary												
HCM Average Control Delay	10.6				HCM Level of Service				B			
HCM Volume to Capacity ratio	0.80											
Actuated Cycle Length (s)	120.0				Sum of lost time (s)				12.0			
Intersection Capacity Utilization	77.4%				ICU Level of Service				D			
Analysis Period (min)	15											
c Critical Lane Group												

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↖	↗	↖	↑↑	↑↑	↗
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Volume (veh/h)	163	50	58	813	1393	335
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	266	82	95	1326	2271	546
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)		10				
Median type	Raised					
Median storage (veh)	2					
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	3123	1136	2271			
vC1, stage 1 conf vol	2271					
vC2, stage 2 conf vol	852					
vCu, unblocked vol	3123	1136	2271			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)	5.8					
tF (s)	3.6	3.3	2.2			
pD queue free %	0	58	57			
cM capacity (veh/h)	59	196	221			


















Direction, Lane #	EB 1	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3
Volume Total	347	95	663	663	1136	1136	546
Volume Left	266	95	0	0	0	0	0
Volume Right	82	0	0	0	0	0	546
cSH	71	221	1700	1700	1700	1700	1700
Volume to Capacity	4.87	0.43	0.39	0.39	0.67	0.67	0.32
Queue Length (ft)	Err	50	0	0	0	0	0
Control Delay (s)	Err	32.9	0.0	0.0	0.0	0.0	0.0
Lane LOS	F	D					
Approach Delay (s)	Err	2.2			0.0		
Approach LOS	F						

Intersection Summary							
Average Delay		758.1					
Intersection Capacity Utilization		86.1%		ICU Level of Service		E	
Analysis Period (min)		15					

						
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Volume (veh/h)	289	46	39	1410	911	220
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	471	75	64	2299	1485	359
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)		10				
Median type	Raised					
Median storage veh	2					
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	2762	743	1485			
vC1, stage 1 conf vol	1485					
vC2, stage 2 conf vol	1277					
vCu, unblocked vol	2762	743	1485			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3	2.2			
p0 queue free %	0	79	86			
cM capacity (veh/h)	124	358	449			


















Direction, Lane #	EB 1	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3
Volume Total	546	64	1149	1149	743	743	359
Volume Left	471	64	0	0	0	0	0
Volume Right	75	0	0	0	0	0	359
cSH	136	449	1700	1700	1700	1700	1700
Volume to Capacity	4.01	0.14	0.68	0.68	0.44	0.44	0.21
Queue Length (ft)	Err	12	0	0	0	0	0
Control Delay (s)	Err	14.3	0.0	0.0	0.0	0.0	0.0
Lane LOS	F	B					
Approach Delay (s)	Err	0.4			0.0		
Approach LOS	F						

Intersection Summary							
Average Delay		1149.3					
Intersection Capacity Utilization		89.1%		ICU Level of Service		E	
Analysis Period (min)		15					

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Volume (veh/h)	12	0	71	2	0	0	66	859	0	0	1435	8
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	20	0	116	3	0	0	108	1401	0	0	2340	13
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		Raised			Raised							
Median storage (veh)		1			1							
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	3262	3962	1176	2901	3968	700	2353			1401		
vC1, stage 1 conf vol	2346	2346		1616	1616							
vC2, stage 2 conf vol	915	1616		1286	2353							
vCu, unblocked vol	3262	3962	1176	2901	3968	700	2353			1401		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)	6.5	5.5		6.5	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	28	100	37	0	100	100	48			100		
cM capacity (veh/h)	27	34	184	2	1	382	205			484		

















Direction Lane #	EB 1	WB 1	NB 1	NB 2	NB 3	SB 1	SB 2
Volume Total	135	3	108	934	467	1170	1183
Volume Left	20	3	108	0	0	0	0
Volume Right	116	0	0	0	0	0	13
cSH	100	2	205	1700	1700	484	1700
Volume to Capacity	1.35	2.12	0.52	0.55	0.27	0.00	0.70
Queue Length (ft)	241	30	68	0	0	0	0
Control Delay (s)	286.3	4112.0	40.3	0.0	0.0	0.0	0.0
Lane LOS	F	F	E				
Approach Delay (s)	286.3	4112.0	2.9	0.0			
Approach LOS	F	F					

Intersection Summary			
Average Delay	14.1		
Intersection Capacity Utilization	96.1%	ICU Level of Service	F
Analysis Period (min)	15		

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control	Stop			Stop				Free		Free		
Grade	0%			0%				0%		0%		
Volume (veh/h)	18	0	78	0	0	0	58	1431	0	0	945	12
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	29	0	127	0	0	0	95	2333	0	0	1541	20
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	Raised			Raised								
Median storage veh	1			1								
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	2906	4073	780	3420	4083	1167	1560				2333	
vC1, stage 1 conf vol	1551	1551		2522	2522							
vC2, stage 2 conf vol	1356	2522		898	1560							
vCu, unblocked vol	2906	4073	780	3420	4083	1167	1560				2333	
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1				4.1	
tC, 2 stage (s)	6.5	5.5		6.5	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	49	100	62	100	100	100	77				100	
cM capacity (veh/h)	58	32	338	17	26	187	420				209	

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	NB 3	SB 1	SB 2
Volume Total	157	0	95	1555	778	770	790
Volume Left	29	0	95	0	0	0	0
Volume Right	127	0	0	0	0	0	20
cSH	177	1700	420	1700	1700	209	1700
Volume to Capacity	0.89	0.00	0.23	0.91	0.46	0.00	0.46
Queue Length (ft)	163	0	21	0	0	0	0
Control Delay (s)	93.5	0.0	16.1	0.0	0.0	0.0	0.0
Lane LOS	F	A	C				
Approach Delay (s)	93.5	0.0	0.6	0.0			
Approach LOS	F	A					

Intersection Summary			
Average Delay	3.9		
Intersection Capacity Utilization	87.7%	ICU Level of Service	E
Analysis Period (min)	15		

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Sign Control	Stop			Stop			Free			Free		
Grade	0%			0%			0%			0%		
Volume (veh/h)	27	32	15	39	33	2	16	184	51	0	363	30
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	44	52	24	64	54	3	26	300	83	0	592	49
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None								
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1016	1027	592	1036	1035	342	641				383	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1016	1027	592	1036	1035	342	641				383	
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1				4.1	
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
pD queue free %	74	77	95	61	76	100	97				100	
cM capacity (veh/h)	172	228	506	161	226	701	944				1175	

Direction, Lane #	EB 1	WB 1	NE 1	SW 1	SW 2
Volume Total	121	121	409	592	49
Volume Left	44	64	26	0	0
Volume Right	24	3	83	0	49
cSH	226	189	944	1175	1700
Volume to Capacity	0.53	0.64	0.03	0.00	0.03
Queue Length (ft)	71	92	2	0	0
Control Delay (s)	37.7	52.6	0.9	0.0	0.0
Lane LOS	E	F	A		
Approach Delay (s)	37.7	52.6	0.9	0.0	
Approach LOS	E	F			

Intersection Summary				
Average Delay	8.7			
Intersection Capacity Utilization	55.4%		ICU Level of Service	B
Analysis Period (min)	15			
















Movement	EBL	EBT	EBR	WBL	WBT	WBR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations	↕			↕			↕			↕		
Sign Control	Stop			Stop			Free			Free		
Grade	0%			0%			0%			0%		
Volume (veh/h)	23	33	10	46	16	9	12	303	59	4	249	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	38	54	16	73	26	15	20	494	96	7	406	10
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None								
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1028	1048	406	1043	1010	542	416			590		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1028	1048	406	1043	1010	542	416			590		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	80	76	97	55	89	97	98			99		
cM capacity (veh/h)	186	222	645	161	234	540	1143			985		

Direction, Lane #	EB-1	WB-1	NE-1	SW-1	SW-2
Volume Total	108	114	610	412	10
Volume Left	38	73	20	7	0
Volume Right	16	15	96	0	10
cSH	229	192	1143	985	1700
Volume to Capacity	0.47	0.59	0.02	0.01	0.01
Queue Length (ft)	58	82	1	0	0
Control Delay (s)	33.9	47.8	0.5	0.2	0.0
Lane LOS	D	E	A	A	
Approach Delay (s)	33.9	47.8	0.5	0.2	
Approach LOS	D	E			

Intersection Summary			
Average Delay	7.6		
Intersection Capacity Utilization	61.2%	ICU Level of Service	B
Analysis Period (min)	15		

**2015 BUILD
&
2015 BUILD MITIGATED**

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor		1.00			1.00	1.00	1.00	0.95	1.00	1.00	0.95	
Frt		0.91			1.00	0.85	1.00	1.00	0.85	1.00	1.00	
Flt Protected		0.98			0.95	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)		1671			1775	1583	1770	3539	1583	1770	3535	
Flt Permitted		0.56			0.70	1.00	0.06	1.00	1.00	0.07	1.00	
Satd. Flow (perm)		955			1306	1583	104	3539	1583	135	3535	
Volume (vph)	17	2	36	321	3	125	35	1449	264	133	2296	20
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	18	2	39	349	3	136	38	1575	287	145	2496	22
RTOR Reduction (vph)	0	31	0	0	0	107	0	0	111	0	0	0
Lane Group Flow (vph)	0	28	0	0	352	29	38	1575	176	145	2518	0
Turn Type	Perm			Perm			Perm pm+pt			Perm pm+pt		
Protected Phases	4			8			5			2		
Permitted Phases	4			8			8			2		
Actuated Green, G (s)	24.5			24.5			24.5			74.0		
Effective Green, g (s)	26.0			26.0			26.0			77.0		
Actuated g/C Ratio	0.22			0.22			0.22			0.64		
Clearance Time (s)	5.5			5.5			5.5			5.5		
Vehicle Extension (s)	3.0			3.0			3.0			3.0		
Lane Grp Cap (vph)	207			283			343			143		
v/s Ratio Prot							0.01			0.45		
v/s Ratio Perm	0.06			c0.27			0.09			0.16		
v/c Ratio	0.14			1.24			0.09			0.27		
Uniform Delay, d1	37.9			47.0			37.5			55.8		
Progression Factor	1.00			1.00			1.00			1.00		
Incremental Delay, d2	0.3			135.9			0.1			1.0		
Delay (s)	38.3			182.9			37.6			56.8		
Level of Service	D			F			D			E		
Approach Delay (s)	38.3			142.4			19.5			78.1		
Approach LOS	D			F			B			E		
Intersection Summary												
HCM Average Control Delay	62.0			HCM Level of Service			E					
HCM Volume to Capacity ratio	1.13											
Actuated Cycle Length (s)	120.0			Sum of lost time (s)			12.0					
Intersection Capacity Utilization	102.0%			ICU Level of Service			G					
Analysis Period (min)	15											
c Critical Lane Group												

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Movement												
Lane Configurations		↕			↕	↕	↕	↕	↕	↕	↕	↕
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.0			4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor		1.00			1.00	1.00	1.00	0.95	1.00	1.00	0.95	
Flt		0.93			1.00	0.85	1.00	1.00	0.85	1.00	1.00	
Flt Protected		0.98			0.95	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)		1695			1775	1583	1770	3539	1583	1770	3536	
Flt Permitted		0.75			0.69	1.00	0.07	1.00	1.00	0.05	1.00	
Satd. Flow (perm)		1309			1278	1583	126	3539	1583	89	3536	
Volume (vph)	30	0	30	119	2	42	17	2462	130	102	1739	11
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	33	0	33	129	2	46	18	2676	141	111	1890	12
RTOR Reduction (vph)	0	28	0	0	0	39	0	0	28	0	0	0
Lane Group Flow (vph)	0	38	0	0	131	7	18	2676	113	111	1902	0
Turn Type	Perm			Perm		Perm	pm+pt		Perm	pm+pt		
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8		8	2		2	6		
Actuated Green, G (s)		16.7			16.7	16.7	80.9	78.4	78.4	92.3	84.3	
Effective Green, g (s)		18.2			18.2	18.2	83.9	79.9	79.9	93.8	85.8	
Actuated g/C Ratio		0.15			0.15	0.15	0.70	0.67	0.67	0.78	0.71	
Clearance Time (s)		5.5			5.5	5.5	5.5	5.5	5.5	5.5	5.5	
Vehicle Extension (s)		3.0			3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)		199			194	240	143	2356	1054	208	2528	
v/s Ratio Prot							0.00	c0.76		c0.04	c0.54	
v/s Ratio Perm		0.05			c0.10	0.03	0.08		0.09	0.37		
v/c Ratio		0.19			0.68	0.03	0.13	1.14	0.11	0.53	0.75	
Uniform Delay, d1		44.5			48.1	43.4	10.4	20.0	7.2	36.4	10.5	
Progression Factor		1.00			1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Incremental Delay, d2		0.5			8.9	0.0	0.4	67.0	0.2	2.6	2.1	
Delay (s)		44.9			57.1	43.4	10.8	87.0	7.4	39.0	12.7	
Level of Service		D			E	D	B	F	A	D	B	
Approach Delay (s)		44.9			53.5			82.6			14.1	
Approach LOS		D			D			F			B	

Intersection Summary

HCM Average Control Delay	54.0	HCM Level of Service	D
HCM Volume to Capacity ratio	1.04		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	16.0
Intersection Capacity Utilization	95.4%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			



Movement	EBL	EBR	NBL	NBT	SBT	SBR	
Lane Configurations	↖	↗	↖	↑↑	↑↑	↗	
Sign Control	Stop			Free	Free		
Grade	0%			0%	0%		
Volume (veh/h)	245	75	87	1438	2237	503	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	
Hourly flow rate (vph)	266	82	95	1563	2432	547	
Pedestrians							
Lane Width (ft)							
Walking Speed (ft/s)							
Percent Blockage							
Right turn flare (veh)		10					
Median type	Raised						
Median storage veh	2						
Upstream signal (ft)							
pX, platoon unblocked							
vC, conflicting volume	3402	1216	2432				
vC1, stage 1 conf vol	2432						
vC2, stage 2 conf vol	971						
vCu, unblocked vol	3402	1216	2432				
tC, single (s)	6.8	6.9	4.1				
tC, 2 stage (s)	5.8						
tF (s)	3.5	3.3	2.2				
p0 queue free %	0	53	51				
cM capacity (veh/h)	48	173	191				
Direction, Lane#	EB 1	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3
Volume Total	348	95	782	782	1216	1216	547
Volume Left	266	95	0	0	0	0	0
Volume Right	82	0	0	0	0	0	547
cSH	58	191	1700	1700	1700	1700	1700
Volume to Capacity	6.04	0.49	0.46	0.46	0.72	0.72	0.32
Queue Length (ft)	Err	61	0	0	0	0	0
Control Delay (s)	Err	41.0	0.0	0.0	0.0	0.0	0.0
Lane LOS	F	E					
Approach Delay (s)	Err	2.3			0.0		
Approach LOS	F						
Intersection Summary							
Average Delay	698.6						
Intersection Capacity Utilization	90.2%			ICU Level of Service		E	
Analysis Period (min)	15						

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↗	↘	↗	↑↑	↑↑	↗
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Volume (veh/h)	434	69	59	2414	1714	330
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	472	75	64	2624	1863	359
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)		10				
Median type	Raised					
Median storage (veh)	2					
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	3303	932	1863			
vC1, stage 1 conf vol	1863					
vC2, stage 2 conf vol	1440					
vCu, unblocked vol	3303	932	1863			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3	2.2			
pD queue free %	0	72	80			
cM capacity (veh/h)	82	268	320			

Direction, Lane #	EB 1	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3
Volume Total	547	64	1312	1312	932	932	359
Volume Left	472	64	0	0	0	0	0
Volume Right	75	0	0	0	0	0	359
cSH	91	320	1700	1700	1700	1700	1700
Volume to Capacity	6.01	0.20	0.77	0.77	0.55	0.55	0.21
Queue Length (ft)	Err	18	0	0	0	0	0
Control Delay (s)	Err	19.0	0.0	0.0	0.0	0.0	0.0
Lane LOS	F	C					
Approach Delay (s)	Err	0.5			0.0		
Approach LOS	F						

Intersection Summary							
Average Delay		1002.1					
Intersection Capacity Utilization		97.4%		ICU Level of Service		F	
Analysis Period (min)		15					

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↗	↗			↗	
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Volume (veh/h)	18	47	107	151	71	94	99	1413	74	101	2199	12
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	20	51	116	164	77	102	108	1536	80	110	2390	13
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		Raised			Raised							
Median storage (veh)		1			1							
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	3740	4448	1202	3348	4414	808	2403			1616		
vC1, stage 1 conf vol	2616	2616		1791	1791							
vC2, stage 2 conf vol	1124	1832		1557	2623							
vCu, unblocked vol	3740	4448	1202	3348	4414	808	2403			1616		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)	6.5	5.5		6.5	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	0	0	34	0	0	68	45			73		
cM capacity (veh/h)	0	0	177	0	0	324	196			399		

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	NB 3	SB 1	SB 2
Volume Total	187	343	108	1024	592	1305	1208
Volume Left	20	164	108	0	0	110	0
Volume Right	116	102	0	0	80	0	13
cSH	0	0	196	1700	1700	399	1700
Volume to Capacity	Err	Err	0.55	0.60	0.35	0.27	0.71
Queue Length (ft)	Err	Err	72	0	0	28	0
Control Delay (s)	Err	Err	43.7	0.0	0.0	16.2	0.0
Lane LOS	F	F	E			C	
Approach Delay (s)	Err	Err	2.7			8.4	
Approach LOS	F	F					

















Intersection Summary			
Average Delay		Err	
Intersection Capacity Utilization	146.7%	ICU Level of Service	H
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↗	↕			↕	
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Volume (veh/h)	27	110	117	228	93	217	87	2229	197	250	1515	18
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	29	120	127	248	101	236	95	2423	214	272	1647	20
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		Raised			Raised							
Median storage (veh)		1			1							
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	3887	5026	833	4273	4929	1318	1666			2637		
vC1, stage 1 conf vol	2200	2200		2719	2719							
vC2, stage 2 conf vol	1687	2826		1554	2210							
vCu, unblocked vol	3887	5026	833	4273	4929	1318	1666			2637		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)	6.5	5.5		6.5	5.5							
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	0	0	59	0	0	0	75			0		
cM capacity (veh/h)	0	0	312	0	0	148	382			158		

Direction, Lane #	EB 1	WB 1	NB 1	NB 2	NB 3	SB 1	SB 2
Volume Total	276	585	95	1615	1022	1095	843
Volume Left	29	248	95	0	0	272	0
Volume Right	127	236	0	0	214	0	20
cSH	0	0	382	1700	1700	158	1700
Volume to Capacity	Err	Err	0.25	0.95	0.60	1.72	0.50
Queue Length (ft)	Err	Err	24	0	0	486	0
Control Delay (s)	Err	Err	17.5	0.0	0.0	679.4	0.0
Lane LOS	F	F	C			F	
Approach Delay (s)	Err	Err	0.6			383.9	
Approach LOS	F	F					

Intersection Summary

Average Delay	Err
Intersection Capacity Utilization	178.2%
Analysis Period (min)	15
ICU Level of Service	H

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Sign Control	Stop			Stop			Free			Free		
Grade	0%			0%			0%			0%		
Volume (veh/h)	41	48	23	130	50	3	24	276	124	0	545	45
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	45	52	25	141	54	3	26	300	135	0	592	49
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None								
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1042	1079	592	1063	1061	367	641				435	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1042	1079	592	1063	1061	367	641				435	
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1				4.1	
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	73	75	95	7	75	100	97				100	
cM capacity (veh/h)	163	212	506	152	218	678	943				1125	

Direction, Lane #	EB 1	WB 1	NE 1	SW 1	SW 2
Volume Total	122	199	461	592	49
Volume Left	45	141	26	0	0
Volume Right	25	3	135	0	49
cSH	214	168	943	1125	1700
Volume to Capacity	0.57	1.19	0.03	0.00	0.03
Queue Length (ft)	78	270	2	0	0
Control Delay (s)	41.8	183.3	0.8	0.0	0.0
Lane LOS	E	F	A		
Approach Delay (s)	41.8	183.3	0.8	0.0	
Approach LOS	E	F			

Intersection Summary				
Average Delay	29.5			
Intersection Capacity Utilization	65.9%		ICU Level of Service	C
Analysis Period (min)	15			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations	↔			↔			↔			↔		
Sign Control	Stop			Stop			Free			Free		
Grade	0%			0%			0%			0%		
Volume (veh/h)	35	50	15	161	24	14	18	455	199	6	374	9
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	38	54	16	175	26	15	20	495	216	7	407	10
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None								
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1090	1170	407	1105	1071	603	416				711	
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1090	1170	407	1105	1071	603	416				711	
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1				4.1	
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	77	71	97	0	88	97	98				99	
cM capacity (veh/h)	166	188	644	140	215	499	1143				889	
Direction, Lane #	EB 1	WB 1	NE 1	SW 1	SW 2							
Volume Total	109	216	730	413	10							
Volume Left	38	175	20	7	0							
Volume Right	16	15	216	0	10							
cSH	200	154	1143	889	1700							
Volume to Capacity	0.54	1.40	0.02	0.01	0.01							
Queue Length (ft)	71	342	1	1	0							
Control Delay (s)	42.4	270.2	0.5	0.2	0.0							
Lane LOS	E	F	A	A								
Approach Delay (s)	42.4	270.2	0.5	0.2								
Approach LOS	E	F										
Intersection Summary												
Average Delay	42.9											
Intersection Capacity Utilization	75.6%											
ICU Level of Service	D											
Analysis Period (min)	15											

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↰	↱	↕	↕	↰	↱
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	32	38	1548	33	40	2417
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	35	41	1683	36	43	2627
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	Raised					
Median storage (veh)	1					
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	3083	841			1718	
vC1, stage 1 conf vol	1683					
vC2, stage 2 conf vol	1401					
vCu, unblocked vol	3083	841			1718	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	52	87			88	
cM capacity (veh/h)	73	308			364	

Direction, Lane #	WB 1	WB 2	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3
Volume Total	35	41	841	841	36	43	1314	1314
Volume Left	35	0	0	0	0	43	0	0
Volume Right	0	41	0	0	36	0	0	0
cSH	73	308	1700	1700	1700	364	1700	1700
Volume to Capacity	0.48	0.13	0.49	0.49	0.02	0.12	0.77	0.77
Queue Length (ft)	49	11	0	0	0	10	0	0
Control Delay (s)	93.4	18.5	0.0	0.0	0.0	16.2	0.0	0.0
Lane LOS	F	C				C		
Approach Delay (s)	52.7		0.0			0.3		
Approach LOS	F							

Intersection Summary								
Average Delay			1.1					
Intersection Capacity Utilization			76.8%		ICU Level of Service		D	
Analysis Period (min)			15					



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↵	↵	↕	↵	↵	↕
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	43	70	2443	90	51	1809
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	47	76	2655	98	55	1966
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	Raised					
Median storage (veh)	1					
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	3749	1328			2753	
vC1, stage 1 conf vol	2655					
vC2, stage 2 conf vol	1094					
vCu, unblocked vol	3749	1328			2753	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)	5.8					
tF (s)	3.5	3.3			2.2	
p0 queue free %	0	48			61	
cM capacity (veh/h)	29	145			142	

Direction, Lane #	WB 1	WB 2	NB 1	NB 2	NB 3	SB 1	SB 2	SB 3
Volume Total	47	76	1328	1328	98	55	983	983
Volume Left	47	0	0	0	0	55	0	0
Volume Right	0	76	0	0	98	0	0	0
cSH	29	145	1700	1700	1700	142	1700	1700
Volume to Capacity	1.59	0.62	0.78	0.78	0.06	0.39	0.58	0.58
Queue Length (ft)	135	64	0	0	0	42	0	0
Control Delay (s)	587.2	54.1	0.0	0.0	0.0	45.7	0.0	0.0
Lane LOS	F	F				E		
Approach Delay (s)	257.0		0.0			1.3		
Approach LOS	F							

Intersection Summary								
Average Delay		7.0						
Intersection Capacity Utilization		78.5%		ICU Level of Service		D		
Analysis Period (min)		15						

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑	↑		↑
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	10	1571	20	0	2449
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	11	1708	22	0	2662
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
Upstream signal (ft)			804			
pX, platoon unblocked						
vC, conflicting volume	4370	854			1729	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	4370	854			1729	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	96			100	
cM capacity (veh/h)	1	302			361	

Direction, Lane #	WB 1	NB 1	NB 2	NB 3	SB 1
Volume Total	11	854	854	22	2662
Volume Left	0	0	0	0	0
Volume Right	11	0	0	22	0
cSH	302	1700	1700	1700	1700
Volume to Capacity	0.04	0.50	0.50	0.01	1.57
Queue Length (ft)	3	0	0	0	0
Control Delay (s)	17.4	0.0	0.0	0.0	0.0
Lane LOS	C				
Approach Delay (s)	17.4	0.0			0.0
Approach LOS	C				

Intersection Summary				
Average Delay		0.0		
Intersection Capacity Utilization		132.2%	ICU Level of Service	H
Analysis Period (min)		15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↖		↕
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	30	2503	31	0	1852
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	33	2721	34	0	2013
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
Upstream signal (ft)			772			
pX, platoon unblocked						
vC, conflicting volume	3727	1360			2754	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	3727	1360			2754	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	76			100	
cM capacity (veh/h)	3	138			142	

Direction, Lane #	WB 1	NB 1	NB 2	NB 3	SB 1	SB 2
Volume Total	33	1360	1360	34	1007	1007
Volume Left	0	0	0	0	0	0
Volume Right	33	0	0	34	0	0
cSH	138	1700	1700	1700	1700	1700
Volume to Capacity	0.24	0.80	0.80	0.02	0.59	0.59
Queue Length (ft)	22	0	0	0	0	0
Control Delay (s)	38.9	0.0	0.0	0.0	0.0	0.0
Lane LOS	E					
Approach Delay (s)	38.9	0.0			0.0	
Approach LOS	E					

Intersection Summary						
Average Delay		0.3				
Intersection Capacity Utilization		79.2%		ICU Level of Service		D
Analysis Period (min)		15				



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑	↑		↑↑
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	14	1734	19	0	2653
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	15	1885	21	0	2884
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
Upstream signal (ft)						696
pX, platoon unblocked	0.38					
vC, conflicting volume	3327	942			1905	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	5536	942			1905	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	94			100	
cM capacity (veh/h)	0	264			308	

Direction, Lane #	WB 1	NB 1	NB 2	NB 3	SB 1	SB 2
Volume Total	15	942	942	21	1442	1442
Volume Left	0	0	0	0	0	0
Volume Right	15	0	0	21	0	0
cSH	264	1700	1700	1700	1700	1700
Volume to Capacity	0.06	0.55	0.55	0.01	0.85	0.85
Queue Length (ft)	5	0	0	0	0	0
Control Delay (s)	19.5	0.0	0.0	0.0	0.0	0.0
Lane LOS	C					
Approach Delay (s)	19.5	0.0			0.0	
Approach LOS	C					

Intersection Summary						
Average Delay		0.1				
Intersection Capacity Utilization		76.7%		ICU Level of Service		D
Analysis Period (min)		15				

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑	↑		↑↑
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	10	2599	95	0	1888
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	11	2825	103	0	2052
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
Upstream signal (ft)						598
pX, platoon unblocked	0.59					
vC, conflicting volume	3851	1412			2928	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	5133	1412			2928	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	91			100	
cM capacity (veh/h)	0	127			121	

Direction Lane #	WB 1	NB 1	NB 2	NB 3	SB 1	SB 2
Volume Total	11	1412	1412	103	1026	1026
Volume Left	0	0	0	0	0	0
Volume Right	11	0	0	103	0	0
cSH	127	1700	1700	1700	1700	1700
Volume to Capacity	0.09	0.83	0.83	0.06	0.60	0.60
Queue Length (ft)	7	0	0	0	0	0
Control Delay (s)	35.9	0.0	0.0	0.0	0.0	0.0
Lane LOS	E					
Approach Delay (s)	35.9	0.0			0.0	
Approach LOS	E					

Intersection Summary						
Average Delay		0.1				
Intersection Capacity Utilization		81.8%		ICU Level of Service		D
Analysis Period (min)		15				

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SET	SEB
Lane Configurations	↖	↑		↖	↑	↖	↖	↑	↖	↖	↑	↖
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lane Util. Factor	1.00	1.00		0.97	1.00	1.00	1.00	0.95	1.00	1.00	0.95	
Frt	1.00	0.86		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	
Flt Protected	0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1770	1597		3433	1863	1583	1770	3539	1583	1770	3535	
Flt Permitted	0.76	1.00		0.95	1.00	1.00	0.06	1.00	1.00	0.07	1.00	
Satd. Flow (perm)	1408	1597		3433	1863	1583	106	3539	1583	127	3535	
Volume (vph)	17	2	36	321	3	125	35	1449	264	133	2296	20
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	18	2	39	349	3	136	38	1575	287	145	2496	22
RTOR Reduction (vph)	0	37	0	0	0	66	0	0	87	0	0	0
Lane Group Flow (vph)	18	4	0	349	3	70	38	1575	200	145	2518	0
Turn Type	Perm			Prot		Perm	pm+pt		pm+ov	pm+pt		
Protected Phases		4		3	8		5	2	3	1	6	
Permitted Phases	4					8	2		2	6		
Actuated Green, G (s)	6.0	6.0		12.1	23.6	23.6	72.5	68.5	80.6	85.4	75.9	
Effective Green, g (s)	7.5	7.5		13.6	25.1	25.1	75.5	70.0	83.6	86.9	77.4	
Actuated g/C Ratio	0.06	0.06		0.11	0.21	0.21	0.63	0.58	0.70	0.72	0.65	
Clearance Time (s)	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	88	100		389	390	331	143	2064	1156	269	2280	
v/s Ratio Prot		0.03		c0.10	0.00		0.01	0.45	0.03	c0.06	c0.71	
v/s Ratio Perm	0.01					0.09	0.15		0.15	0.33		
v/c Ratio	0.20	0.04		0.90	0.01	0.21	0.27	0.76	0.17	0.54	1.10	
Uniform Delay, d1	53.4	52.9		52.5	37.6	39.3	55.8	18.8	6.3	22.2	21.3	
Progression Factor	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	0.75	1.64	
Incremental Delay, d2	1.2	0.2		22.4	0.0	0.3	1.0	2.7	0.1	0.2	47.6	
Delay (s)	54.6	53.1		74.9	37.6	39.6	56.8	21.5	6.3	16.8	82.7	
Level of Service	D	D		E	D	D	E	C	A	B	F	
Approach Delay (s)		53.5			64.8			19.9			79.1	
Approach LOS		D			E			B			E	

Intersection Summary												
HCM Average Control Delay		55.4	HCM Level of Service		E							
HCM Volume to Capacity ratio		0.98										
Actuated Cycle Length (s)		120.0	Sum of lost time (s)		12.0							
Intersection Capacity Utilization		93.3%	ICU Level of Service		F							
Analysis Period (min)		15										
c Critical Lane Group												

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↱		↰	↱	↰	↰	↱	↱	↰	↱	↰
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor	1.00	1.00		0.97	1.00	1.00	1.00	0.95	1.00	1.00	0.95	
Frt	1.00	0.85		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	
Flt Protected	0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1770	1583		3433	1863	1583	1770	3539	1583	1770	3536	
Flt Permitted	0.76	1.00		0.95	1.00	1.00	0.07	1.00	1.00	0.05	1.00	
Satd. Flow (perm)	1409	1583		3433	1863	1583	123	3539	1583	87	3536	
Volume (vph)	30	0	30	119	2	42	17	2462	130	102	1739	11
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	33	0	33	129	2	46	18	2676	141	111	1890	12
RTOR Reduction (vph)	0	31	0	0	0	26	0	0	33	0	0	0
Lane Group Flow (vph)	33	2	0	129	2	20	18	2676	108	111	1902	0
Turn Type	Perm			Prot		Perm	pm+pt		Perm	pm+pt		
Protected Phases		4		3	8		5	2		1	6	
Permitted Phases	4					8	2		2	6		
Actuated Green, G (s)	7.1	7.1		5.5	18.1	18.1	81.1	80.0	80.0	89.7	84.3	
Effective Green, g (s)	8.6	8.6		7.0	19.6	19.6	84.1	81.5	81.5	92.4	85.8	
Actuated g/C Ratio	0.07	0.07		0.06	0.16	0.16	0.70	0.68	0.68	0.77	0.71	
Clearance Time (s)	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	101	113		200	304	259	122	2404	1075	164	2528	
v/s Ratio Prot		0.02		c0.04	0.00		0.00	c0.76		c0.04	0.54	
v/s Ratio Perm	c0.02					0.03	0.10		0.09	0.48		
v/c Ratio	0.33	0.02		0.65	0.01	0.08	0.15	1.11	0.10	0.68	0.75	
Uniform Delay, d1	52.9	51.8		55.3	42.0	42.5	10.9	19.2	6.6	38.4	10.5	
Progression Factor	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.54	0.61	
Incremental Delay, d2	1.9	0.1		7.0	0.0	0.1	0.6	57.4	0.2	6.1	1.2	
Delay (s)	54.8	51.9		62.2	42.1	42.7	11.4	76.7	6.8	65.2	7.7	
Level of Service	D	D		E	D	D	B	E	A	E	A	
Approach Delay (s)		53.3			56.9			72.8			10.8	
Approach LOS		D			E			E			B	

Intersection Summary

HCM Average Control Delay	47.5	HCM Level of Service	D
HCM Volume to Capacity ratio	0.99		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	16.0
Intersection Capacity Utilization	93.8%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			






















Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↖↗	↑	↖	↑↑	↑↑	↑
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0	4.0	4.0	4.0	4.0
Lane Util. Factor	0.97	1.00	1.00	0.95	0.95	1.00
Frt	1.00	0.85	1.00	1.00	1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00	1.00	1.00
Satd. Flow (prot)	3433	1583	1770	3539	3539	1583
Flt Permitted	0.95	1.00	0.04	1.00	1.00	1.00
Satd. Flow (perm)	3433	1583	77	3539	3539	1583
Volume (vph)	245	75	87	1438	2237	503
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	266	82	95	1563	2432	547
RTOR Reduction (vph)	0	14	0	0	0	107
Lane Group Flow (vph)	266	68	95	1563	2432	440
Turn Type		Prot	Perm			Perm
Protected Phases	4	4		2	6	
Permitted Phases			2			6
Actuated Green, G (s)	13.9	13.9	95.1	95.1	95.1	95.1
Effective Green, g (s)	15.4	15.4	96.6	96.6	96.6	96.6
Actuated g/C Ratio	0.13	0.13	0.80	0.80	0.80	0.80
Clearance Time (s)	5.5	5.5	5.5	5.5	5.5	5.5
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	441	203	62	2849	2849	1274
v/s Ratio Prot	c0.08	0.05		0.44	0.69	
v/s Ratio Perm			c1.23			0.35
v/c Ratio	0.60	0.34	1.53	0.55	0.85	0.35
Uniform Delay, d1	49.4	47.6	11.7	4.1	7.3	3.2
Progression Factor	1.00	1.00	2.43	0.77	1.00	1.00
Incremental Delay, d2	2.3	1.0	290.6	0.6	3.5	0.7
Delay (s)	51.7	48.6	319.1	3.7	10.8	3.9
Level of Service	D	D	F	A	B	A
Approach Delay (s)	51.0			21.8	9.5	
Approach LOS	D			C	A	

Intersection Summary			
HCM Average Control Delay	16.5	HCM Level of Service	B
HCM Volume to Capacity ratio	1.40		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	83.6%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↖↗	↖	↖	↖↗	↖↗	↖
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0	4.0	4.0	4.0	4.0
Lane Util. Factor	0.97	1.00	1.00	0.95	0.95	1.00
Frt	1.00	0.85	1.00	1.00	1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00	1.00	1.00
Satd. Flow (prot)	3433	1583	1770	3539	3539	1583
Flt Permitted	0.95	1.00	0.08	1.00	1.00	1.00
Satd. Flow (perm)	3433	1583	158	3539	3539	1583
Volume (vph)	434	69	59	2414	1714	330
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	472	75	64	2624	1863	359
RTOR Reduction (vph)	0	38	0	0	0	78
Lane Group Flow (vph)	472	37	64	2624	1863	281
Turn Type		Prot	Perm			Perm
Protected Phases	4	4		2	6	
Permitted Phases			2			6
Actuated Green, G (s)	16.7	16.7	92.3	92.3	92.3	92.3
Effective Green, g (s)	18.2	18.2	93.8	93.8	93.8	93.8
Actuated g/C Ratio	0.15	0.15	0.78	0.78	0.78	0.78
Clearance Time (s)	5.5	5.5	5.5	5.5	5.5	5.5
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	521	240	124	2766	2766	1237
v/s Ratio Prot	c0.14	0.05		c0.74	0.53	
v/s Ratio Perm			0.41			0.23
v/c Ratio	0.91	0.15	0.52	0.95	0.67	0.23
Uniform Delay, d1	50.1	44.2	4.8	11.1	6.0	3.5
Progression Factor	1.00	1.00	0.37	0.55	1.00	1.00
Incremental Delay, d2	19.2	0.3	1.4	1.0	1.3	0.4
Delay (s)	69.3	44.5	3.2	7.1	7.4	3.9
Level of Service	E	D	A	A	A	A
Approach Delay (s)	65.9			7.0	6.8	
Approach LOS	E			A	A	
Intersection Summary						
HCM Average Control Delay		12.8		HCM Level of Service		B
HCM Volume to Capacity ratio		0.94				
Actuated Cycle Length (s)		120.0		Sum of lost time (s)		8.0
Intersection Capacity Utilization		85.8%		ICU Level of Service		E
Analysis Period (min)		15				
c Critical Lane Group						

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↱		↰	↱	↰	↰	↱	↱	↰	↱	↰
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lane Util. Factor	1.00	1.00		0.97	1.00	1.00	1.00	0.95	1.00	1.00	0.95	
Frt	1.00	0.90		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	
Flt Protected	0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1770	1669		3433	1863	1583	1770	3539	1583	1770	3536	
Flt Permitted	0.71	1.00		0.95	1.00	1.00	0.05	1.00	1.00	0.09	1.00	
Satd. Flow (perm)	1317	1669		3433	1863	1583	100	3539	1583	169	3536	
Volume (vph)	18	47	107	151	71	94	99	1413	74	101	2199	12
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	20	51	116	164	77	102	108	1536	80	110	2390	13
RTOR Reduction (vph)	0	55	0	0	0	71	0	0	26	0	0	0
Lane Group Flow (vph)	20	112	0	164	77	31	108	1536	54	110	2403	0
Turn Type	Perm			Prot		Perm	pm+pt		pm+ov	pm+pt		
Protected Phases		4		3	8		5	2	3	1	6	
Permitted Phases	4					8	2		2	6		
Actuated Green, G (s)	12.3	12.3		4.7	22.5	22.5	79.2	73.0	77.7	82.8	74.8	
Effective Green, g (s)	13.8	13.8		6.2	24.0	24.0	82.2	74.5	80.7	85.8	76.3	
Actuated g/C Ratio	0.12	0.12		0.05	0.20	0.20	0.69	0.62	0.67	0.71	0.64	
Clearance Time (s)	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	151	192		177	373	317	176	2197	1117	248	2248	
v/s Ratio Prot		c0.10		c0.05	0.04		c0.04	0.43	0.00	c0.04	c0.68	
v/s Ratio Perm	0.02				0.06	0.38		0.05	0.28			
v/c Ratio	0.13	0.58		0.93	0.21	0.10	0.61	0.70	0.05	0.44	1.07	
Uniform Delay, d1	47.7	50.4		56.7	40.1	39.2	31.3	15.2	6.7	13.0	21.9	
Progression Factor	1.00	1.00		1.00	1.00	1.00	1.23	1.62	3.28	1.14	1.23	
Incremental Delay, d2	0.4	4.5		46.5	0.3	0.1	4.5	1.4	0.0	0.7	36.4	
Delay (s)	48.1	54.9		103.2	40.3	39.3	43.1	26.0	21.8	15.5	63.4	
Level of Service	D	D		F	D	D	D	C	C	B	E	
Approach Delay (s)		54.1			70.1			26.9			61.3	
Approach LOS		D			E			C			E	
Intersection Summary												
HCM Average Control Delay		49.2										
HCM Volume to Capacity ratio		1.00										
Actuated Cycle Length (s)		120.0										
Intersection Capacity Utilization		93.3%										
Analysis Period (min)		15										
c Critical Lane Group												
HCM Level of Service									D			
Sum of lost time (s)									16.0			
ICU Level of Service									F			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↑		↔	↑	↔	↔	↑↑	↔	↔	↑↑	↔
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Lane Util. Factor	1.00	1.00		0.97	1.00	1.00	1.00	0.95	1.00	1.00	0.95	
Frt	1.00	0.92		1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	
Flt Protected	0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	
Satd. Flow (prot)	1770	1719		3433	1863	1583	1770	3539	1583	1770	3533	
Flt Permitted	0.69	1.00		0.95	1.00	1.00	0.07	1.00	1.00	0.06	1.00	
Satd. Flow (perm)	1288	1719		3433	1863	1583	124	3539	1583	104	3533	
Volume (vph)	27	110	117	228	93	217	87	2229	197	250	1515	18
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	29	120	127	248	101	236	95	2423	214	272	1647	20
RTOR Reduction (vph)	0	32	0	0	0	2	0	0	61	0	1	0
Lane Group Flow (vph)	29	215	0	248	101	234	95	2423	153	272	1666	0
Turn Type	Perm			Prot		pm+ov	pm+pt		pm+ov	pm+pt		
Protected Phases	4			3		8	1	5	2	3	1	6
Permitted Phases	4						8	2		2	6	
Actuated Green, G (s)	15.7	15.7		6.5	27.7	37.5	71.1	66.0	72.5	80.5	70.7	
Effective Green, g (s)	17.2	17.2		8.0	29.2	40.5	74.1	67.5	75.5	82.8	72.2	
Actuated g/C Ratio	0.14	0.14		0.07	0.24	0.34	0.62	0.56	0.63	0.69	0.60	
Clearance Time (s)	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	
Vehicle Extension (s)	3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Lane Grp Cap (vph)	185	246		229	453	587	167	1991	1049	229	2126	
v/s Ratio Prot		c0.14		c0.07	0.05	0.04	0.03	0.68	0.01	c0.11	0.47	
v/s Ratio Perm	0.02					0.11	0.32		0.12	c0.71		
v/c Ratio	0.16	0.88		1.08	0.22	0.40	0.57	1.22	0.15	1.19	0.78	
Uniform Delay, d1	45.0	50.3		56.0	36.3	30.4	17.9	26.2	9.1	42.7	18.0	
Progression Factor	1.00	1.00		1.00	1.00	1.00	1.91	0.35	0.14	0.89	0.94	
Incremental Delay, d2	0.4	27.3		83.3	0.3	0.4	0.4	98.1	0.0	112.5	2.2	
Delay (s)	45.5	77.6		139.3	36.6	30.9	34.5	107.3	1.3	150.4	19.1	
Level of Service	D	E		F	D	C	C	F	A	F	B	
Approach Delay (s)		74.2			77.8			96.4			37.5	
Approach LOS		E			E			F			D	
Intersection Summary												
HCM Average Control Delay	72.7			HCM Level of Service			E					
HCM Volume to Capacity ratio	1.14											
Actuated Cycle Length (s)	120.0			Sum of lost time (s)			12.0					
Intersection Capacity Utilization	108.3%			ICU Level of Service			G					
Analysis Period (min)	15											
c Critical Lane Group												

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Volume (veh/h)	41	48	23	130	50	3	24	276	124	0	545	45
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	45	52	25	141	54	3	26	300	135	0	592	49
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	975	1079	592	996	993	300	641			435		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	975	1079	592	996	993	300	641			435		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	76	75	95	16	77	100	97			100		
cM capacity (veh/h)	186	212	506	169	238	740	943			1125		

Direction Lane #	EB 1	WB 1	WB 2	NE 1	NE 2	SW 1	SW 2
Volume Total	122	141	58	326	135	592	49
Volume Left	45	141	0	26	0	0	0
Volume Right	25	0	3	0	135	0	49
cSH	227	169	248	943	1700	1125	1700
Volume to Capacity	0.54	0.84	0.23	0.03	0.08	0.00	0.03
Queue Length (ft)	71	144	22	2	0	0	0
Control Delay (s)	37.7	86.8	23.9	1.0	0.0	0.0	0.0
Lane LOS	E	F	C	A			
Approach Delay (s)	37.7	68.5		0.7		0.0	
Approach LOS	E	F					

Intersection Summary			
Average Delay	13.0		
Intersection Capacity Utilization	54.9%	ICU Level of Service	A
Analysis Period (min)	15		

MEMORANDUM

TO: Mr. Jim Robinson, Emerson Partners, LLC

FROM: Todd E. Salvagin, SRS Engineering, LLC *es*

DATE: November 19, 2007

RE: SC 170 Long Range 2025 Analyses
Proposed Okatie PUD Projects
Beaufort County, South Carolina

As requested, SRS Engineering, LLC (SRS) has conducted additional Long Range planning analyses for the SC 170 corridor as it pertains to the above referenced project. As requested, a comparison of expected future conditions have been completed for two scenario(s); first assuming the County's current transportation model/Socio-Economic (SE) data and secondly, modifying the SE data to reflect the proposed land-uses which are planned to be developed within the Okatie PUD. This memorandum is expected to serve as additional information to the submitted traffic study data September 12, 2007.

PROJECT DESCRIPTION

The proposed development within Okatie PUD remains the same as was stated in the September 12, 2007 report. As a review, the site had been broken down into five distinct development sites (PODS) which are described below:

1. KB Homes POD- 95 town homes, 229 single-family units, 33,000 square-feet (sf) of retail space and 11,000 sf of office space;
2. Sheik/Osprey Point POD- 165 town homes, 184 single-family units, 180 apartment units, 150,000 sf of retail space and 50,000 sf of office space;
3. CCRC POD- 330 Unit CCRC (Continued Care Retirement Community);
4. Preacher Property POD- Estimated at 152 town homes, 171 single-family units and 164 apartment units; and
5. Beaufort County School POD- Anticipated as a 22-acre recreational park/green space per Beaufort County Planning staff.

Access for this PUD is planned to/from SC 170 opposite Pritcher Point Road, Cherry Point Road and direct access drives to/from SC 170, some of which are restricted movement driveways (right-in/right-out).

FUTURE CONDITIONS

Future 2025 traffic conditions have been developed using the County's Transportation model which is maintained by Wilbur Smith Associates (WSA). For the purposes of these analyses, two future year scenarios have been conducted: first, 2025 conditions as stated by the current SE data and secondly, 2025 conditions reflecting the changes in land-uses proposed as part of the Okatie PUD project.

The proposed Okatie PUD is contained within the Beaufort County Transportation model as Trip Analyses Zones (TAZ's) #72 & #74 which are located on the east side of SC 170 in the vicinity of Pritcher Point Road and Cherry Point Road. According to this data, these two trip zones contained the following SE data. For comparison, the proposed SE data assuming the Okatie PUD plan is also presented:

Current County SE Data

- 281 Residential Dwelling Units;
- 1,118 School Attendance; and
- 52 Employees comprised of 38 retail-based employees and 14 non-retail based employees.

Proposed Okatie PUD SE Data

- 1,718 Residential Dwelling Units;
- 1,118 School Attendance; and
- 357 Employees comprised of 221 retail-based employees and 136 non-retail based employees.

Using these two scenarios of SE data, the County's transportation model was run in order to obtain future 2025 daily volumes for the surrounding roadways. Print-outs of the two scenarios are contained in the appendix of this memorandum. Table 1 presents a comparison summary of select roadway links along SC 170 and SC 141.

Table 1
2025 DAILY VOLUMES¹
Okatie PUD

Arterial Roadways	Segments	2025 Existing + Committed Network- Daily Two-Way Traffic Volume (vpd)		
		Beaufort SE Data	Okatie PUD SE Data	Difference
SC 170	Between SC 462 and SC 141	43,653	45,117	1,464
	Between SC 141 and Pritcher Point Road	39,140	42,111	2,971
	Between Pritcher Point Road and Cherry Point Road	39,729	45,851	6,122
	South of Cherry Point Road	45,254	51,436	6,182
SC 141	South of Cherry Point Road	6,974	7,696	722

¹ Source: WSA Transportation Model completed for Beaufort County
vpd=Vehicles-per-day

As shown, assuming the current County SE data, SC 170 ranges from a two-way daily volume of 39,140 trips (just south of SC 141) to a high of 45,254 trips south of Cherry Point Road approaching McGarvey's Corner. Along SC 141, nearly 7,000 two-way daily trips are expected.

Assuming the Okatie PUD SE data, SC 170 volumes are expected to range from 42,111 trips just south of Pritcher Point Road to a high of 51,436 trips south of Cherry Point Road. The last column indicates the difference in the 2025 daily volumes between the current County SE data and the Okatie PUD SE data.

As shown, the greatest difference is anticipated south of Cherry Point Road where a difference/increase of 6,182 daily two-way trips is expected.

It should be noted that the transportation model roadway network does not account for a connector roadway between SC 170 and SC 141. Pritcher Point Road (known as Short Cut Drive) extends from SC 170 (immediate access of the site) to SC 141. This link is assumed to provide a viable alternative for site traffic to/from SC 141 rather than travel through the SC 141 at SC 170 intersection to the north. This short cut allows the possibility of reducing the volume of site/zone specific traffic traveling on the segment of SC 170 between SC 141 and Pritcher Point Road.

TRAFFIC OPERATIONS

Roadway segment analyses have been conducted for both scenarios of the current County SE data as well as the Okatie PUD SE data. For these calculations, the *Maximum ADT by Level of Service for Urban Facilities for SCDOT Travel Demand Model* (table located in Appendix) has been used which related daily two-way volumes to specific roadway types and characteristics. For these analyses, SC 170 was identified as a 4-lane divided Principal Arterial and SC 141 was identified as a 2-lane undivided Minor Arterial. Table 2 presents the result of these analyses.

Table 2
LEVEL OF SERVICE SUMMARY¹
Okatie PUD

Arterial Roadways	Segments	2025 Existing + Committed Network-Daily Two-Way Traffic Volume (vpd)			
		Beaufort SE Data	LOS ²	Okatie PUD SE Data	LOS
SC 170	Between SC 462 and SC 141	43,653	E	45,117	F
	Between SC 141 and Pritcher Point Road	39,140	E	42,111	E
	Between Pritcher Point Road and Cherry Point Road	39,729	E	45,851	F
	South of Cherry Point Road	45,254	F	51,436	F
SC 141	South of Cherry Point Road	6,974	B	7,696	B

1. Source: WSA Transportation Model completed for Beaufort County. Vpd=Vehicles-per-day

2. LOS based on Maximum ADT by Level of Service for Urban Facilities for SCDOT Travel Demand Model.

As indicated by Table 2, under the future 2025 conditions, SC 170 is anticipated to operate either at a LOS E or F under both the current County SE data scenario and the proposed Okatie SE data scenario. SC 141 is anticipated to operate at acceptable service levels for either condition.

Further review of the SC 170 service levels indicates that one segment is anticipated to de-grade in service level as compared to the current County SE data. The section of SC 170 between Pritcher Point Road and Cherry Point Road is anticipated to increase in two-way volume from 39,729 vpd to 45,851 vpd (increase of 6,122 vpd). This increase causes the LOS E under current County SE data to degrade to a LOS F under the Okatie PUD SE data scenario. It should be noted that this degradation in service level may not be entirely accurate due to the previously mentioned fact that the modeled roadway network does not include the link of Pritcher Point Road/Short Cut Drive between SC 170 and SC 141 which will attract traffic away from the section of SC 170 between Cherry Point Road and Pritcher Point Road. A reduction of approximately 800 daily two-way trips along this section of SC 170 and added to this connector roadway may result in this roadway segment operating the same as under the County SE plan at a LOS E.

Mr. Jim Robinson
November 19, 2007
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Roadway and intersection improvements were recommended in the original traffic study which outlined a mitigation scheme necessary to accommodate the development under the 2015 build condition. These suggested improvements included the addition of separate turning lanes as well as improved traffic control which is in compliance with the County's access management plan for SC 170. Also, improvements along SC 141 in Jasper County as well additional turning lanes on Pritchard Point Road and Cherry Point Road are recommended. While these improvements will not improve/alleviate the expected LOS B along SC 170 as the transportation model predicts, it does aid in the movement of traffic in the immediate area of the site as well as improve intersection operations.

If you have any questions, please contact me at (803) 252-1488.

MAXIMUM ADT by LEVEL of SERVICE for URBAN FACILITIES
for SCDOT Travel Demand Models

Link Group 1 Coding	Functional Classification	Total # Lanes	LEVEL OF SERVICE				
			A	B	C	D	E
1	Freeway	1	N/A	N/A	N/A	N/A	N/A
		2	14,357	21,682	29,900	33,695	39,262
		3	21,560	32,560	44,000	50,500	59,960
		4	28,714	43,364	59,800	67,390	78,524
		5	35,893	54,205	73,250	84,235	98,155
		6	43,071	65,046	87,500	101,085	117,785
		7	50,250	75,887	102,550	117,033	137,417
		8	57,428	86,728	117,200	134,780	157,048
		10	71,785	108,410	146,580	168,475	196,310
2	Expressway	1	N/A	N/A	N/A	N/A	N/A
		2	10,280	15,540	21,000	24,150	28,140
		3	11,800	17,834	24,100	27,715	32,294
		4	20,580	31,080	42,000	48,300	56,280
		5	23,643	35,705	48,250	55,488	64,655
		6	30,670	46,520	63,000	72,450	84,420
		7	35,476	53,576	72,400	83,250	97,016
		8	41,160	62,160	84,000	96,600	112,560
3	Ramps	1	3,676	5,550	7,500	8,625	10,050
		2	7,350	11,100	15,000	17,250	20,100
11	Principal Arterial Divided	1	4,116	6,216	8,400	9,660	11,256
		2	8,232	12,432	16,800	19,320	22,512
		3	N/A	N/A	N/A	N/A	N/A
		4	16,464	24,864	33,600	38,640	45,024
		5	N/A	N/A	N/A	N/A	N/A
		6	24,696	37,296	50,400	57,960	67,536
		7	N/A	N/A	N/A	N/A	N/A
		8	32,928	49,728	67,200	77,280	90,048
12	Principal Arterial Undivided	1	3,677	5,402	7,300	8,385	9,782
		2	7,154	10,804	14,600	16,790	19,564
		3	8,232	12,432	16,800	19,320	22,512
		4	14,300	21,500	29,200	33,580	39,128
		5	16,454	24,684	33,600	38,640	45,024
		6	21,452	32,112	43,500	50,370	58,682
		7	24,696	37,296	50,400	57,960	67,536
		8	28,616	43,216	58,400	67,150	78,256
13	Minor Arterial Divided	1	3,038	4,558	6,200	7,130	8,308
		2	6,076	9,116	12,400	14,260	16,616
		3	N/A	N/A	N/A	N/A	N/A
		4	12,152	18,232	24,800	28,520	33,232
		5	N/A	N/A	N/A	N/A	N/A
		6	18,228	27,328	37,200	42,780	49,648
		7	N/A	N/A	N/A	N/A	N/A
		8	24,304	36,704	49,600	57,040	66,464
14	Minor Arterial Undivided	1	2,646	3,966	5,400	6,210	7,236
		2	5,282	7,932	10,800	12,420	14,472
		3	5,076	7,616	10,400	11,960	13,916
		4	10,864	16,084	21,500	24,840	28,844
		5	12,152	18,232	24,800	28,520	33,232
		6	15,876	23,876	32,400	37,280	43,416
		7	18,228	27,328	37,200	42,780	49,648
		8	21,158	31,958	42,200	49,600	57,688
21	Collectors Divided	1	2,401	3,626	4,900	5,635	6,566
		2	4,802	7,252	9,800	11,270	13,132
		3	N/A	N/A	N/A	N/A	N/A
		4	9,604	14,504	19,500	22,540	26,264
		5	N/A	N/A	N/A	N/A	N/A
		6	14,406	21,756	29,400	33,810	39,396
		7	N/A	N/A	N/A	N/A	N/A
		8	19,208	29,008	39,200	45,080	52,528
22	Collectors Undivided	1	2,107	3,162	4,300	4,945	5,762
		2	4,214	6,324	8,600	9,890	11,524
		3	4,602	7,252	9,800	11,270	13,132
		4	8,428	12,728	17,200	19,760	23,048
		5	9,604	14,504	19,500	22,540	26,264
		6	12,642	19,092	25,800	29,670	34,672
		7	14,406	21,756	29,400	33,810	39,396
		8	15,856	25,456	34,400	39,560	45,088
32	Centroid Connectors	no lanes	These are loading points not actual facilities.				

K. PRESERVATION OF OPEN SPACE, NATURAL AND CULTURAL RESOURCES

The Open Space preserved on the property is approximately +/-48.05 Acres as shown on Exhibit B. These open space areas, including parks (both passive and active), wetlands, buffers, stormwater lagoons, and other non-buildable areas contribute to the collection of the 100 year flood waters- all of this contributes to the protection of the Okatie River headwaters. (SEE ATTACHED EXHIBIT B AND C)

Preservation of freshwater wetlands: Freshwater wetlands and buffers will be preserved as shown in Exhibit B. Where the wetlands would hinder the accomplishment of other sustainability goals, the wetlands will be filled and mitigated. The applicant will be placing buffers of varying dimensions near/around some of the wetlands which will be secured via restrictive covenants. A special use permit for wetland impacts will not be required by Beaufort County in this instance.

Existing trees will be protected throughout the community within the wetlands, passive and active parks, buffers, and other non-buildable areas.

Newkirk Environmental prepared an Endangered Species report (ATTACHED) and a letter from the State Department of Natural Resources is also included.

RS Webb completed an investigation of the site and found sites which are outlined in the attached report. A MOU is being worked out with the State Historic Properties Office for the sites identified as having potential significance but cannot be finalized until a number is assigned by OCRM for Land Disturbance. The areas brought into question by the report are in areas undisturbed as shown on the Master Plan (Exhibit B).

RS Webb completed an archaeological study of the property several years ago. A copy of their report is included in this document. Three sites were found to contain artifacts. These are designated 38BU 2230, 2230, and 2232. Site 38BU 2230 and 2232 were located along Malind Creek. Both sites are in a later phase of the project and are in areas that are to remain undisturbed by the proposed development.

There is subterranean evidence on the site of pre Columbian occupation of the site for hunting, fishing, and camping. Additionally, there is evidence of a house that is no longer there.

Agreements are being worked out with the State Historic Properties Office. All areas found are in later Phases of the development plan and in areas that will be undisturbed by the development proposed. A copy of the RS Webb report is attached and a copy of the MOA will be provided as soon as it is in hand.

i. Exhibit C- Trails and Open Space Plan: The Trails and Open Space exhibit shows the proposed open spaces and trails/sidewalk locations and the summary for open space within each planning area.

Building Healthy Communities

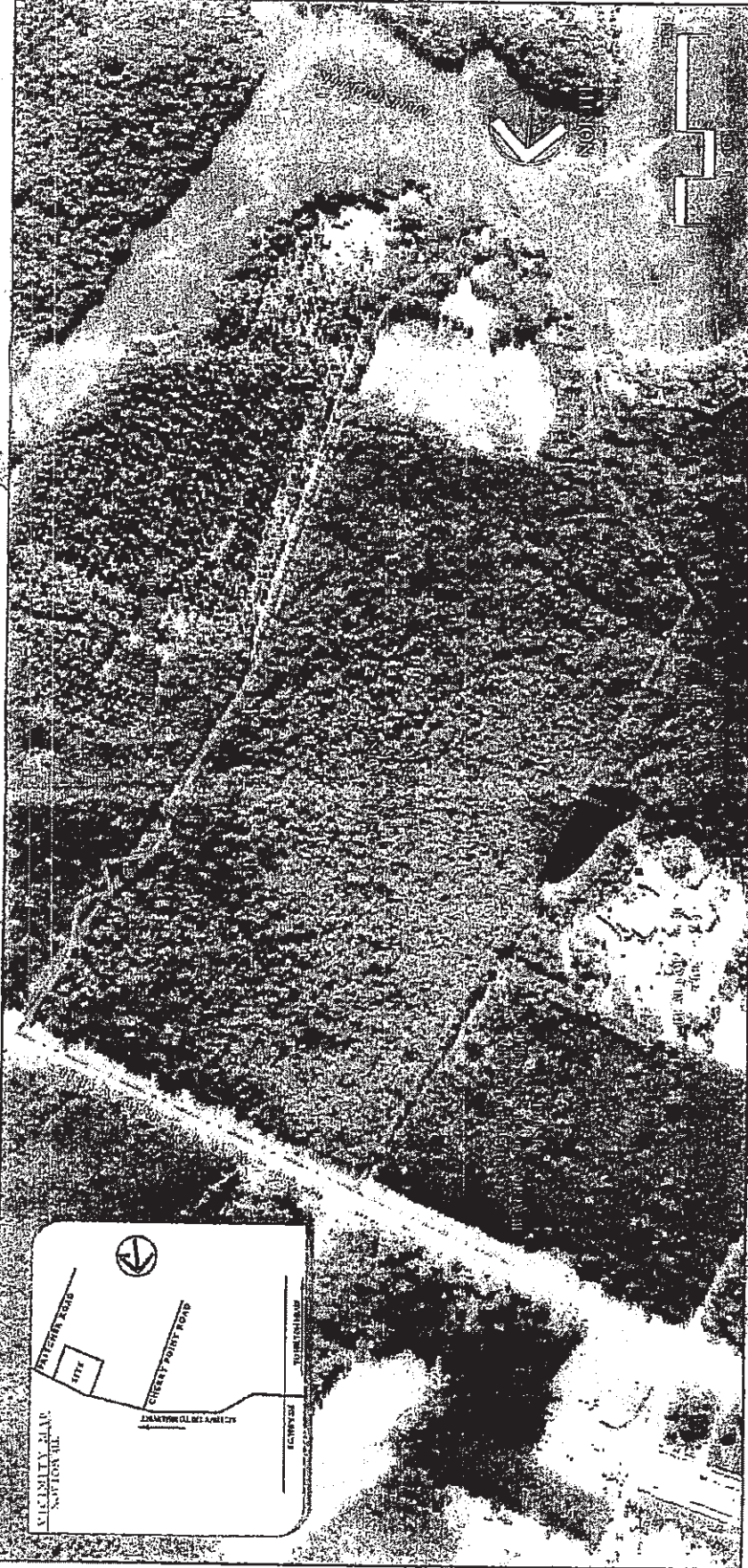


**WARD
EDWARDS**

Osprey Point

A Planned Mixed Use Development
Highway 170 • Okatie, SC

PREPARED FOR:
Lowcountry Partners, LLC



P.O. BOX 381
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-5250 / FAX (843) 837-2558
<http://www.wardedwards.com>

Aerial Photograph
PUD EXHIBIT

Building Healthy Communities

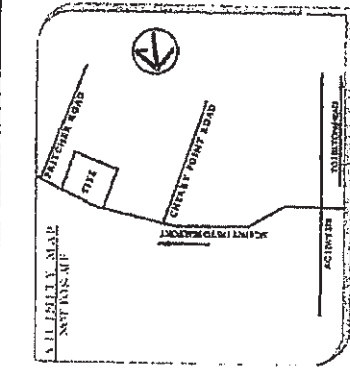


**WARD
EDWARDS**

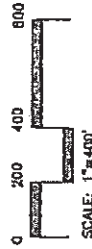
Osprey Point

A Planned Mixed Use Development
Highway 170, Okatie, SC

PREPARED FOR:
Lowcountry Partners, LLC



NORTH
NORTH ARROW



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BLUFFTON, SOUTH CAROLINA 29910
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**Existing Topography Plan
PUD EXHIBIT**

Building Healthy Communities

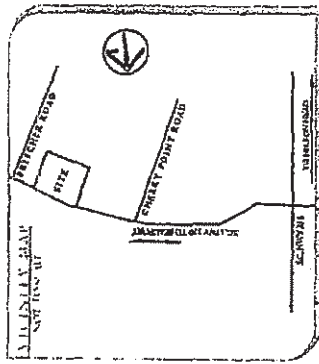


**WARD
EDWARDS**

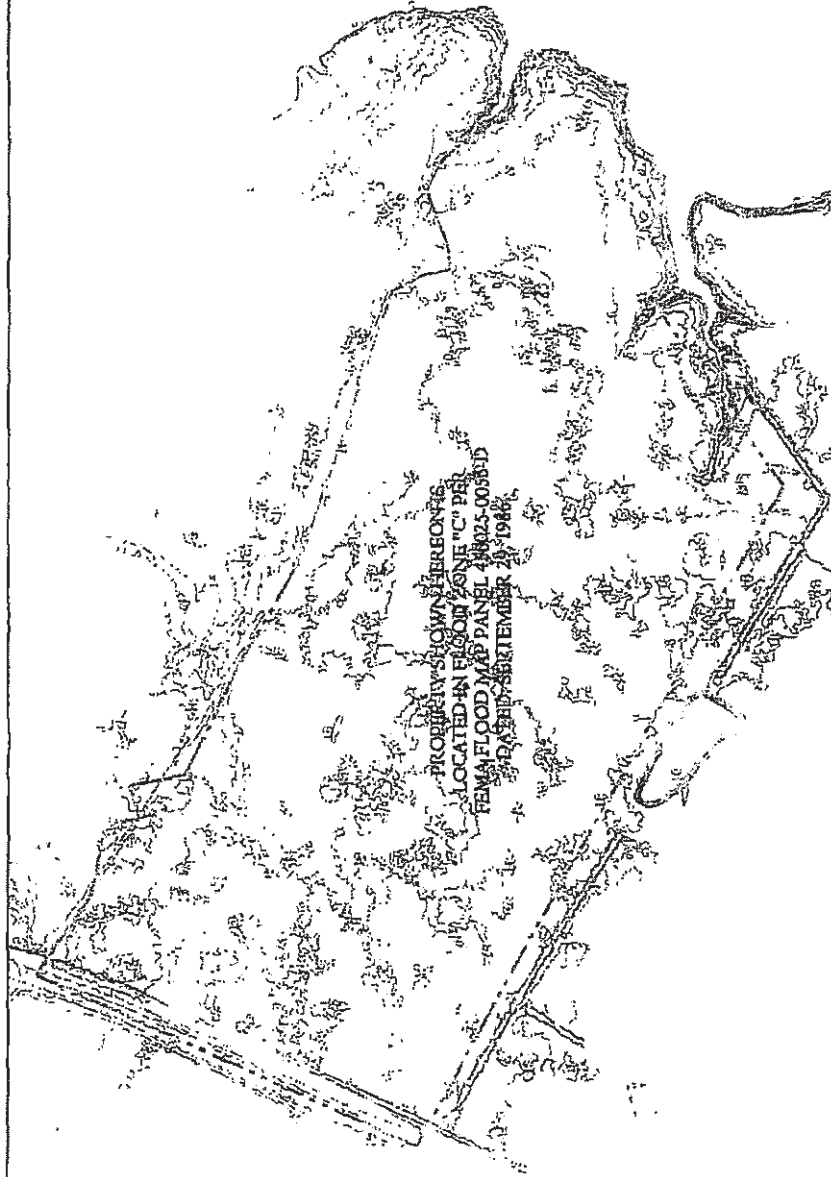
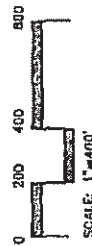
Osprey Point

A Planned Mixed Use Development
Highway 170, Okatie, SC

PREPARED FOR
Lowcountry Partners, LLC



NORTH
NORTH ARROW



P.O. BOX 351
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-5250 / FAX (843) 837-2558
<http://www.wardedwards.com>

**Flood Hazards Plan
PUD EXHIBIT**

Building Healthy Communities

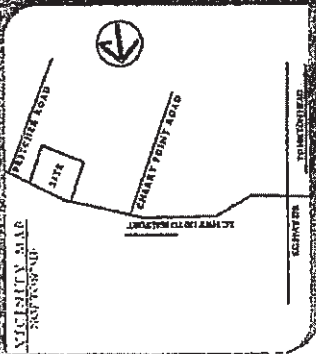


**WARD
EDWARDS**

Osprey Point

A Planned Mixed Use Development
Highway 170, Okatie, SC

PREPARED FOR:
Lowcountry Partners, LLC



P.O. BOX 381
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-5250 / FAX (843) 837-2538
<http://www.wardedwards.com>

Soils Map
PUD EXHIBIT

Soil and Wetland Consulting

153 Bachelor Hill Rd.
Walterboro, SC 29488
Telephone: 843-844-8444
Telefax: 843-844-8576

12 March 2007

Mr. Paul Hinchcliff
Charleston District ACE
69-A Hagood Avenue
Charleston, SC 29403-5107

Re: Request for a jurisdictional verification for
Robinson/118 Acres (06-002) SAC-XX-2006-0266

Dear Mr. Hinchcliff:

On behalf of our client, Mr. Jim Robinson, we are requesting a jurisdictional verification for a site containing 119.254 acres. This property is located at SC Highway 170 and Pritchard Road, in Bluffton, Beaufort County, South Carolina.

Enclosed please find a copy of the jurisdictional data forms completed by SOIL AND WETLAND CONSULTING in accordance with the Corps of Engineers Wetland Delineation Manual (1987) and depicted on a plat prepared by Christensen-Khalil Surveyors, Inc.

We believe wetlands 1, 2, 3 and 4 are isolated non-jurisdictional wetlands. Wetland 5 on the plat looks isolated but it is cut off by a road at the property line. This drainage pattern continues off the property and we believe it to be part of a connected system draining northward. Wetland 6 was drained by a knee deep shovel ditch which is now completely blocked by the base of large trees. The ditch, for the most part, was cut in upland. We believe this wetland could be considered isolated. One third of wetland 6 is in an old crop field.

We appreciate your attention to this project. Should you have any questions, please contact us.

Sincerely,



Lafayette S. Lyle, III, CPSS/Ag/ESC

SL
LSL:ly

REQUEST FOR WETLANDS DETERMINATION

Date: 2-3-06

County: Beaufort

Total Acreage of Tract: 118

Project Name (if applicable): (06-002) Robinson / 118 Acres

Property Owner
(name, address, phone):

Jim Robinson

20 West Willows Oak Rd

Hilton Head, S.C.

29928

(843) 368-3691

Status of Project (check one):

☐ On-going site work for development purposes

☒ Development in planning stages

☐ No specific development plans at this time

Project Type - Indicate the proposed use of the land in question or, if no specific work is planned at present, indicate the current zoning or land use at the site. (check one):

☐ Residential

☐ Commercial

☐ Mixed Use (Residential + Commercial)

☐ Industrial

☐ Agriculture

☐ Public Works

☐ Silviculture

☐ Aquaculture

☐ Other: _____

Information Required to Accompany Request - Check the items submitted - forward as much information as is available. At a minimum, the first two items must be forwarded:

☒ Accurate Location Map (from County Map, USGS Quad Sheet, etc.)

☐ Survey Plat or Tax Map of the Property in Question

☒ Soil Survey Sheet (from USDA-NRCS) or Aerial Photo (from County Assessor's Office or other source).

Property boundaries should be shown on the soil survey / photo.

☒ Topographic Survey

☐ Conceptual Site Plan for the Overall Development

Endangered Species Evaluation:

Has the site been evaluated for the presence of federally protected (endangered, threatened or proposed) species and/or any proposed or designated critical habitat for such species? YES ☐ NO ☒

If Yes, has this evaluation been coordinated with the US Fish and Wildlife Service (FWS)? YES ☐ NO ☒

If coordination has occurred, please provide the FWS Log number and enclose a copy of the report:

FWS Log Number: _____ Copy of Report enclosed? YES ☐ NO ☒

If the evaluation has not been coordinated with the US FWS, enclose a copy of your report of findings.

IMPORTANT NOTE: Legible printed name and signature required. The person signing this form must be the present property owner or have the specific authority of the property owner to authorize Corps of Engineers employees or their agents to enter onto the property for on-site investigations if such is deemed necessary. Do not sign this form unless you are the owner, or have the specific authority of the property owner.

PRINTED NAME of person signing this form, below: Lafayette Lyle

Signature of Property Owner or Authorized Agent: _____

Copies of this form may be obtained from the Charleston District web site at: http://charleston.dcd.usace.army.mil/permits/permits_request.pdf

Building Healthy Communities



Osprey Point

A Planned Mixed Use Development
Highway 170, Okeech, SC

PREPARED FOR:
Lowcountry Partners, LLC



- | | |
|-------------------------------------|---------------------|
| <input type="checkbox"/> | ESTIMATED BOUNDARY |
| <input type="checkbox"/> | FIELD |
| <input type="checkbox"/> | HARDWOOD |
| <input type="checkbox"/> | HOUSE |
| <input type="checkbox"/> | MIXED PINE/HARDWOOD |
| <input type="checkbox"/> | ORCHARD |
| <input type="checkbox"/> | WETLAND |
| <input checked="" type="checkbox"/> | STECOMEN TREE |



Natural Resources Plan
PUD EXHIBIT

P.O. BOX 351
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-5250 / FAX (843) 837-2558
<http://www.wardedwards.com>

Building Healthy Communities



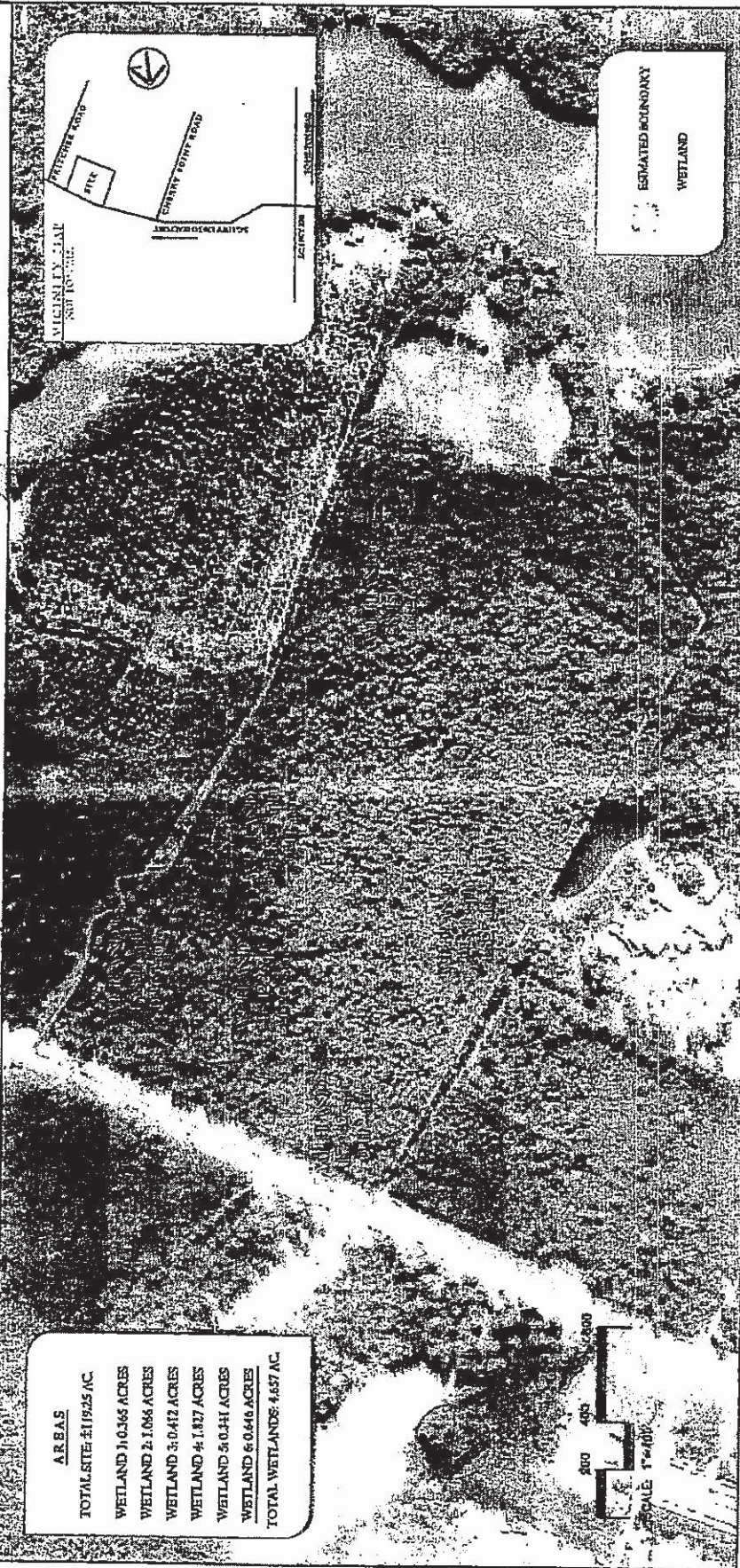
**WARD
EDWARDS**

Osprey Point

A Planned Mixed Use Development
Highway 170, Okatie, SC

PREPARED FOR:

Lowcountry Partners, LLC



P.O. BOX 381
WILFINGTON, SOUTH CAROLINA 29110
PH (843) 837-5250 / FAX (843) 837-2558
<http://www.wardedwards.com>

Wetlands Plan
PUD EXHIBIT



NEWKIRK
ENVIRONMENTAL, INC

CHARLESTON, SC • BLUFFTON, SC

**Threatened and Endangered Species Assessment
for
Lowcountry Partners III
Beaufort County, South Carolina
February 2006**

1.0 INTRODUCTION:

The following report details methodology and an assessment of survey results for a threatened and endangered species survey completed in February 2006 on the referenced project adjacent to Highway 170 and Pritcher Road in the Cherry Point Community, Beaufort County, South Carolina (See Figure 1). The endangered species survey was conducted to determine the occurrence of, or potential for, animal and plant species federally listed as endangered or threatened to exist within the referenced site. Completion of this survey was directed by and complies with current state and federal regulations [Federal Endangered Species Act of 1973 (16 USC 1531-1543) and the South Carolina Non-Game and Endangered Species Conservation Act of 1974 (58-2384)].

Post Office Box 309, Bluffton, South Carolina 29910 • 3063 Argent Blvd., Unit B, Ridgeland, South Carolina 29936

Telephone: (843) 645-8200 • Facsimile: (843) 645-8201

Corporate Office - Charleston: (800) 569-3206

E-Mail: general@newkirkenv.com
www.newkirkenv.com

2.0 METHODOLOGY:

The following threatened and endangered species are listed by the US Fish & Wildlife Service as occurring in or potentially occurring in Beaufort County, South Carolina:

West Indian manatee *	<i>Trichechus manatus</i>	Federally Endangered
Bald Eagle	<i>Haliaeetus leucocephalus</i>	Federally Threatened
Wood stork	<i>Mycteria americana</i>	Federally Endangered
Red-cockaded woodpecker	<i>Picoides borealis</i>	Federally Endangered
Piping plover *	<i>Charadrius melodus</i>	Federally Threatened
Kemp's ridley sea turtle *	<i>Lepidochelys kimpff</i>	Federally Endangered
Leatherback sea turtle *	<i>Cernochelys coriacea</i>	Federally Endangered
Loggerhead sea turtle *	<i>Caretta caretta</i>	Federally Threatened
Green sea turtle *	<i>Chelonia mydas</i>	Federally Threatened
Flatwoods salamander	<i>Ambystoma cingulatum</i>	Federally Threatened
Shortnose sturgeon *	<i>Acipenser brevirostrum</i>	Federally Endangered
Canby's dropwort	<i>Oxypolis canbyi</i>	Federally Endangered
Pondberry	<i>Lindera melissifolia</i>	Federally Endangered
American chaffseed	<i>Schwalbea Americana</i>	Federally Endangered

Existing data from the South Carolina Department of Natural Resources (DNR) was reviewed to locate recorded occurrences of threatened and endangered species within or near the subject site. At the time of this report, there is no documentation of any rare, threatened or endangered species within or immediately adjacent to the referenced tract. As noted by DNR, their records are not assumed to be complete and they should not be assumed to be comprehensive; therefore, field surveys should be conducted for thorough evaluations. Several of the species listed as potentially occurring in the site were eliminated from the survey based upon broad habitat requirements; these species have been indicated with an asterisk. The remaining species were included in the assessment.

As noted, field surveys to identify suitable habitat were initially conducted in the winter of 2005. During the field surveys, plant communities and habitats were observed and noted to determine if

they match habitat types where the listed species have the potential to occur. If potential habitat was identified at the site, all species observed were, at a minimum, identified to the genus taxonomic level.

A survey for Red-Cockaded Woodpecker was conducted using the "Guidelines for the Preparation of Biological Assessments and Evaluation for the Red-Cockaded Woodpecker", V. Gary Henry. These guidelines include methods for identifying areas to survey as well as actual survey methods for determining the presence of the Red-Cockaded Woodpecker. The guidelines state that timber stands exhibiting any of the following criteria should be surveyed when making a determination for the occurrence of Red-Cockaded Woodpeckers. The criteria are:

- * mixed pine hardwood stands over 60 years of age
- * mixed pine and hardwood stands under 60 years of age that contain clumps of pine trees over 60 years of age.
- * stands containing pine saw timber, including stands thought to be less than 60 years of age but containing scattered or clumped trees over 60 years of age
- * hardwood-pine over 60 years of age adjacent to pine and pine-hardwood over 30 years in age

3.0 HABITAT CLASSIFICATIONS:

The following is a description and classification of major habitat/community types identified within the site. Also noted is an assessment of suitability for federally listed threatened and endangered species.

3.1 Mixed Pine-Hardwood Forrest

The upland portion of this property consists of loblolly pine (*Pinus taeda*) and longleaf pine (*Pinus Palustris*) interspersed with native hardwood species. These hardwood tree species are water oak (*Quercus nigra*) and sweet bay (*Magnolia virginiana*). The understory of this community was dominated by wax myrtle (*Myrica cerifera*), horse sugar (*Symplocos tinctoria*) and bracken fern (*Pteridium aquilinum*). This community does not provide potential habitat for any of the threatened or endangered species listed for Beaufort County.

3.2 Upland Hardwood Forest

A second upland forest habitat existed on the tract and consist of live oaks (*Quercus virginiana*), water oaks (*Quercus nigra*), loblolly pine (*Pinus taeda*), white oak (*Quercus alba*), American holly (*Ilex opaca*) and sweetgum (*Liquidambar styraciflua*). The understory in this upland habitat was dominated by switch cane (*Arundinaria gigantea*), hooded pitcher plants (*Sarracenia minor*) and fetterbush (*Lyonia lucida*). This community does not provide potential habitat for any of the threatened or endangered species listed for Beaufort County.

3.2 Bottomland Hardwood Wetland

The wetlands on site were depressional in nature and dominated by native hardwoods. These species included water oak (*Quercus nigra*), wax myrtle (*Myrica cerifera*), red maple (*Acer rubrum*) and sweet gum (*Liquidambar styraciflua*). This community was determined not to possess any suitable habitat for the threatened or endangered species concerned.

3.3 Saltwater Marsh

This area is located on the Okatee River and was dominated by cordgrass (*Spartina alterniflora*). Although the Bald Eagle and Wood Stork are known to frequent this type of habitat, the SCDNR database nor the pedestrian survey indicated any known habitation of this area by these species.

4.0 LISTED SPECIES AND ACKNOWLEDGED HABITATS:

The following is a brief description of each listed species included in the survey, its recognized habitat and comments regarding survey results for that species.

4.1 The Bald Eagle is a very large raptor with wingspread of nearly seven (7) feet. This bird is normally associated with coasts, rivers and lakes with adjacent suitable nesting habitat and is known to forage over the adjacent rivers and marshes. Comprehensive tree-by-tree surveys for eagle nests were not conducted during this survey, however, based upon SCDNR records that are annually updated and well maintained, no eagles are known to nest within this property or within 1500 feet of this property at the time of this survey.

4.2 The Wood Stork is a large wading bird characterized by its featherless head and black and white markings. This species nest in colonies known as rookeries and roosts and feeds in flocks, often in association with other species of long-legged water birds. Wood storks utilize freshwater and estuarine wetlands for feeding, nesting and roosting. These sites are utilized for many years and are characterized by woody vegetation, primary cypress or swamp hummocks over open water (USFWS Ogden).

Only a few nesting sites (rookeries) are known in South Carolina, none of which are within or near the site. However, because this species covers vast areas during active foraging, it may occur over a broad region. Wood storks

commonly feed throughout the estuarine marshes along the coast and are frequently observed in the surrounding areas during the summer months. Estuarine marshes and impoundments tend to be preferred foraging habitat, however, this species will also use open mature forested wetlands. Some of the onsite wetlands could potentially be used as foraging habitat, however, no wood storks were observed during our field investigations and these wetlands are no different than thousands of acres along the coast that could provide habitat.

- 4.3 Red-Cockaded Woodpeckers are small birds requiring old growth pine forest for cavity excavation, foraging and nesting. The particular habitat associated with this species requires many years to develop and is fire dependant to maintain open mid-story conditions. Due to the lack of any mature pine stands near or within the tract, no suitable foraging or nesting habitat for the Red-Cockaded Woodpecker is present.
- 4.4 The Flatwoods Salamander requires open, mesic woodland of longleaf pine (*Pinus palustris*) and slash pine (*Pinus elliotii*) maintained by frequent fire. Pine flatwoods are typically flat, low-lying open woodlands that lie between the drier sandhill community up slope and the wetlands down slope. Wiregrasses (*Aristida spp.*), especially *Aristida beyrichiana*, are often the dominate grasses in the herbaceous layer. Adult flatwoods salamanders move to their wetland breeding site during the rainy weather from October to December. The breeding sites are isolated pond cypress (*Taxodium ascendens*), swamp gum (*Nyssa biflora*), or slash pine dominated depressions which dry up completely on a cyclic basis. These wetlands are generally shallow and relatively small and have a marsh-like appearance with sedges (*Carex spp.*) growing throughout; wiregrasses, panic grasses (*Panicum spp.*) and other herbaceous species concentrated in shallow water edges. A relatively open canopy is necessary to maintain the herbaceous species component which serves as cover for the flatwoods salamander larvae. Because the property has no freshwater wetlands that are conducive for the flatwoods salamander or mature longleaf/slash pine forests, there is no suitable habitat on site for the flatwoods salamander.

- 4.5 Canby's dropwort is a medium sized shrub found in the coastal plain of South Carolina where it occupies pond savannahs, the shallow edges of cypress/pond pine sloughs and wet pine savannahs. These sites are characterized by open conditions with savannah like herbaceous layers and are almost always associated with a sandy loam or loam soil underlain with a clay layer. Additionally, these sites require that the groundwater regime remain stable and that the sites must be protected from adverse alterations such as ditching, dams, etc.

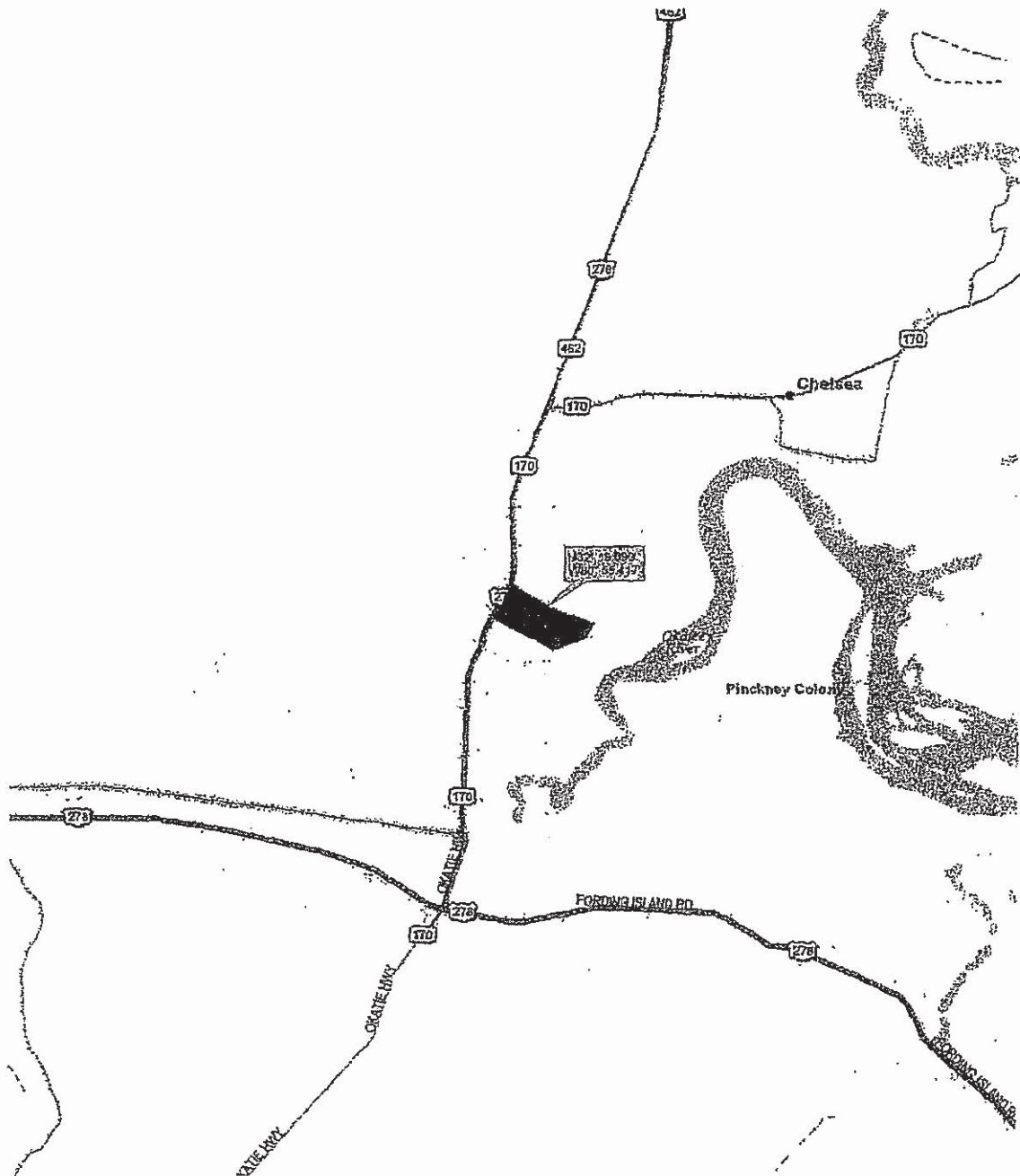
The white flower of this species is noted as occurring from May through August, although past surveys indicate blooming in this region occurs during late July-October. There is no habitat for this species within the subject property.

- 4.6 Pondberry is a small fragrant shrub also found in and around small depressional wetlands and sinks with a semi-open canopy. Surveys for this species and its habitat were completed in concert with the surveys for Canby's dropwort. No occurrences of this species were noted during the surveys, nor was suitable habitat identified.
- 4.7 Chaffseed is an upland herbaceous species indigenous to open fire maintained pine forest that also typically contain blackjack oak (*Quercus marilandica*) and goat's rue (*Tephrosia virginiana*) as dominants and indicator species. No occurrences of this species were noted during the surveys nor was suitable habitat identified.

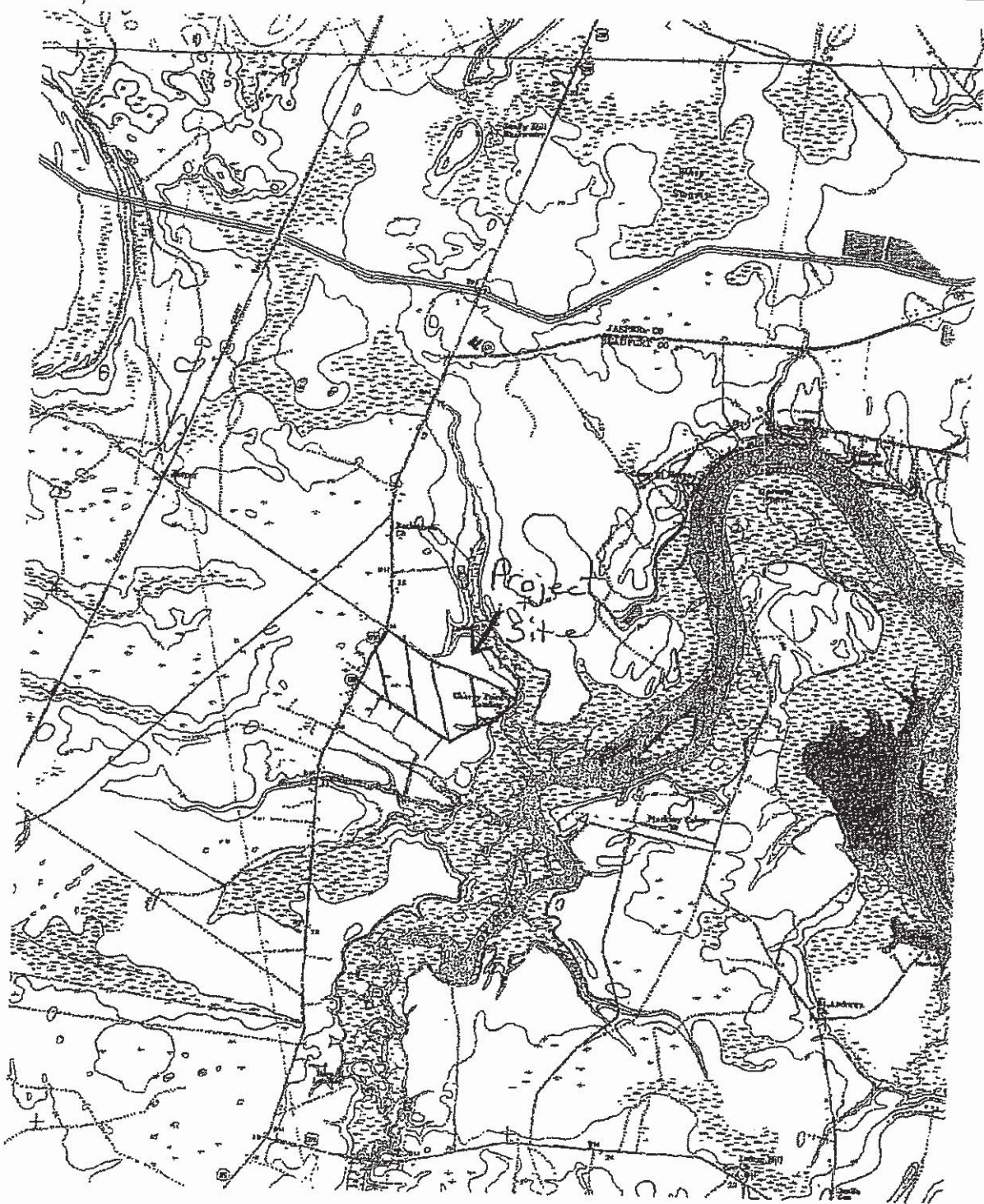
5.0 CONCLUSION

No threatened and endangered species were observed during this survey and it is unlikely that any such species nest or live within the property. As noted, the on-site wetlands could potentially provide foraging habitat for wood storks, although these wetlands are not identified as special habitats and are no different than thousands of acres of similar habitat spread throughout the lowcountry of South Carolina and Georgia. It is the opinion of Newkirk Environmental, Inc. that based upon the findings of this survey and report, that the proposed development plan for the referenced tract is not likely to cause an adverse impact to any threatened and endangered species.

Although unlikely because of the lack of suitable habitat available on site, it should be noted that because of the transitory nature of some of the listed threatened and endangered plants and animals, it is possible that endangered species populations and locations may change over time. Therefore, any potential findings at a later date should be fully investigated. Should significant time lapse between the issuance of this report and development of the property or any other type of legal reliance, it is strongly recommended that an update of this report be completed. The definition of significant time is not absolute but would include passing of annual breeding or migratory seasons.



Title: Vicinity Map	Project Title: Lowcountry Partners III	
	Project Location: Beaufort County, SC	
	Authorized Agent: Asher Howell, NEI	
	Applicant: Lowcountry Partners III.	
	Scale: Not To Scale	Date: 2/8/06
	Page: 1	



Title: Topographic Map	Project Title: Lowcountry Partners III	
	Project Location: Beaufort County, SC	
	Authorized Agent: Asher Howell, NEI	
	Applicant: Lowcountry Partners III	
	Scale: Not To Scale	Date: 2/8/06
	Page: 2	

L. ENHANCED LANDSCAPING BUFFERS

The plan calls for significantly increased buffers in locations where the development has the potential to impact the surrounding environment. Along Malind Creek, the buffers exceed 100' in order to protect the river basin.

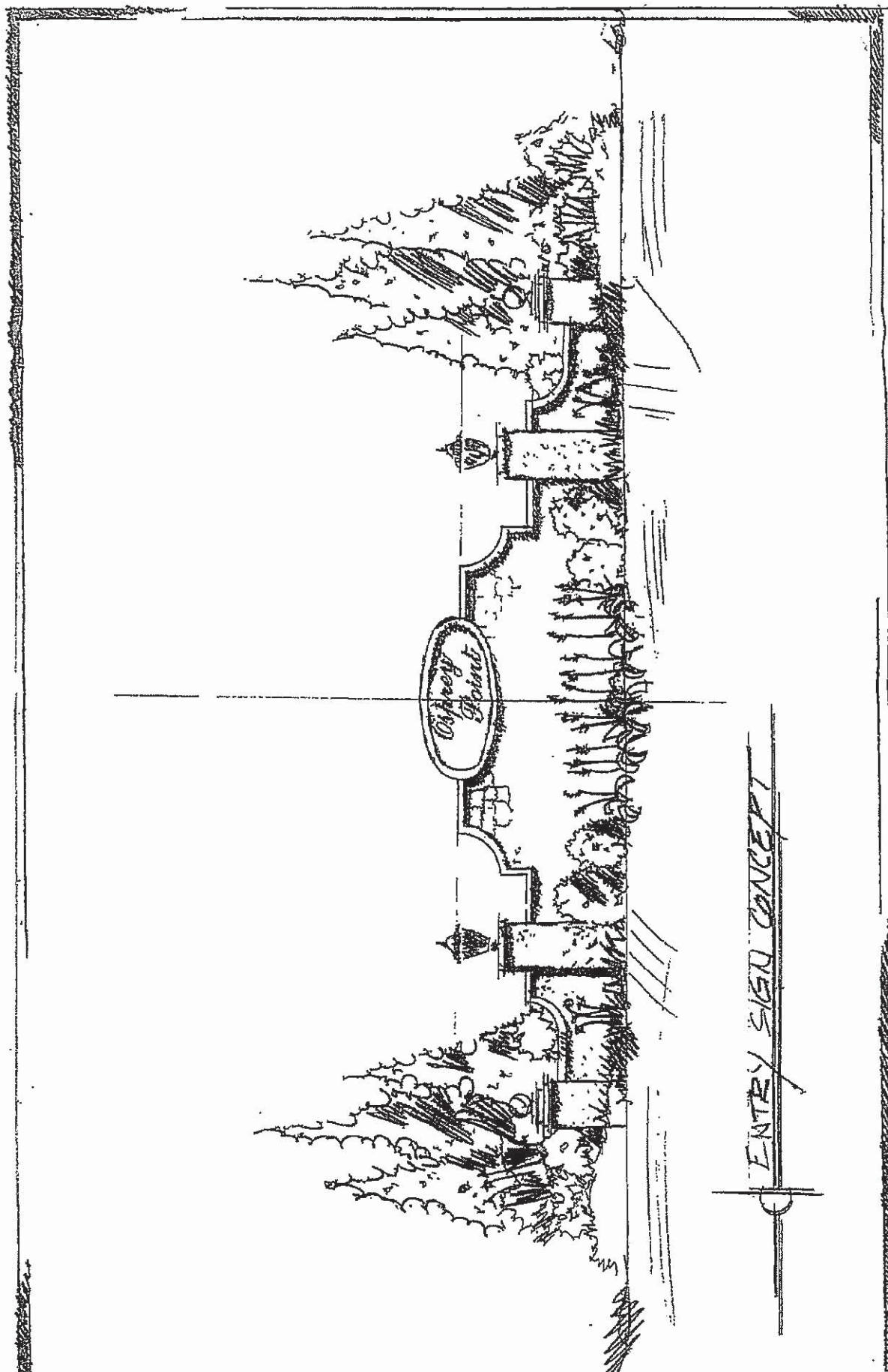
Along Highway 170, the buffer is 50' and is to be planted with materials that complement the plan and help to accomplish its objectives and must comply with the 1999 Beaufort County Zoning and Development Standards Ordinance. The provisions of the Highway 170 buffer will be enforced at the time the highway frontage is presented for development plan approval.

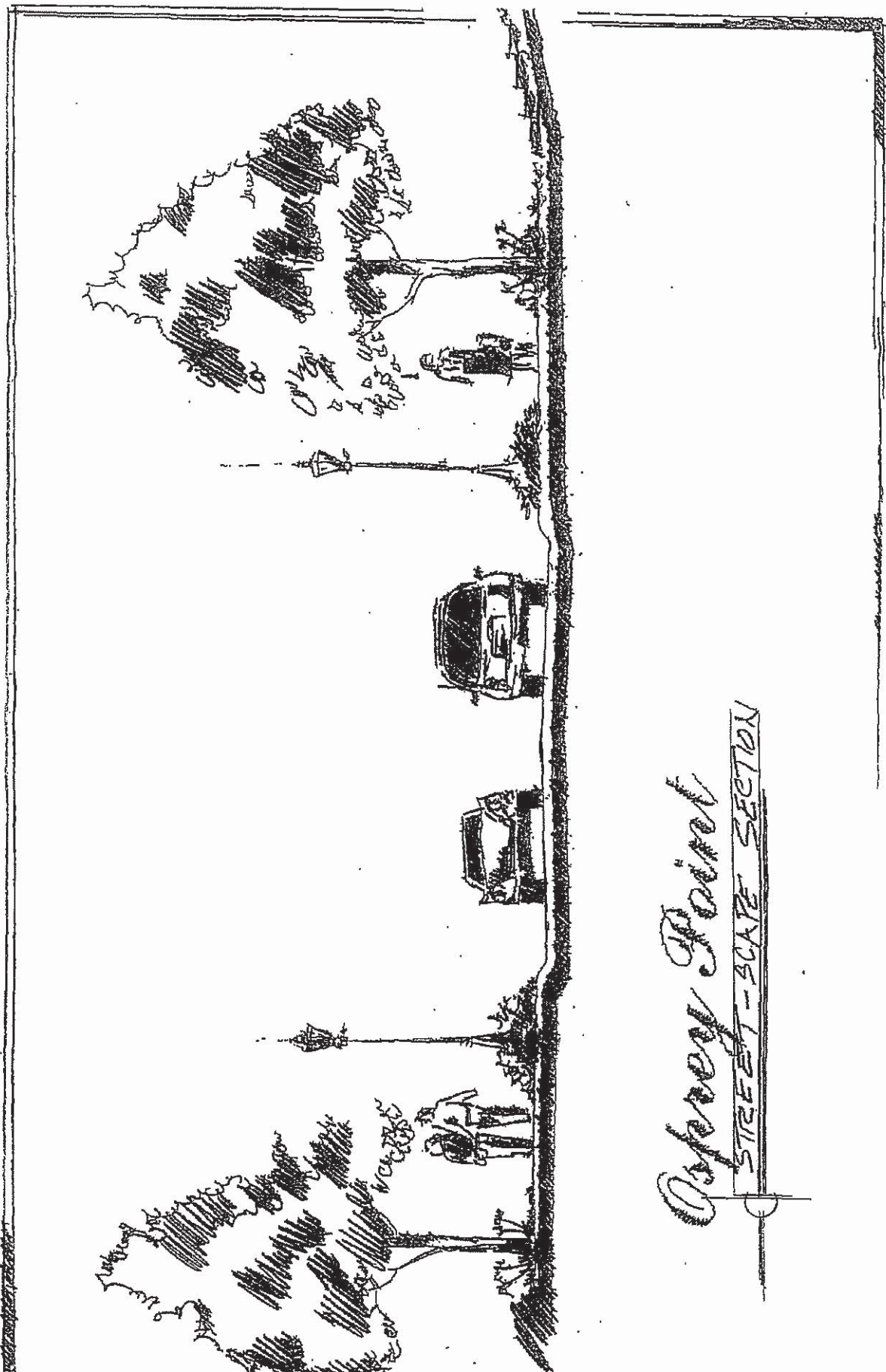
Amongst the three PUDs that make up Okatie Village, there are buffers and open spaces that separate the PUDs. However, the buffers between PUDs have been minimized to make the communities flow together better as one larger community.

Landscape entry features are planned at several points through the development. The entry road off 170 at Pritcher Road will be the gateway for Okatie Village, the County's new Animal Shelter and the proposed Okatie Marsh Passive Park.

Street trees will be planted at a minimum of 50' OC on both sides of the streets. Measures will be taken to preserve specimen trees that can be saved within the ROWs throughout the community.

Covenants and restrictions will encourage preservation of existing trees and shrubs by homeowners and the established Homeowners' Association, and may require additional landscaping on the residential lots. All landscaping and tree provisions of the 1999 Beaufort County Zoning and Development Standards Ordinance shall apply to individual lots following receipt of Final Certification of Compliance issued by Beaufort County for the lot in question.





M. ROADWAYS, SIDEWALKS, ACCESS TRAILS

Osprey Point has approximately 1500' of frontage on HWY 170. This main County thoroughfare is divided lane highway with both grass median. There are two lanes headed north and two headed south. Acceleration and Deceleration Lanes are planned as recommended by the Traffic Study prepared by SRS Traffic Engineers.

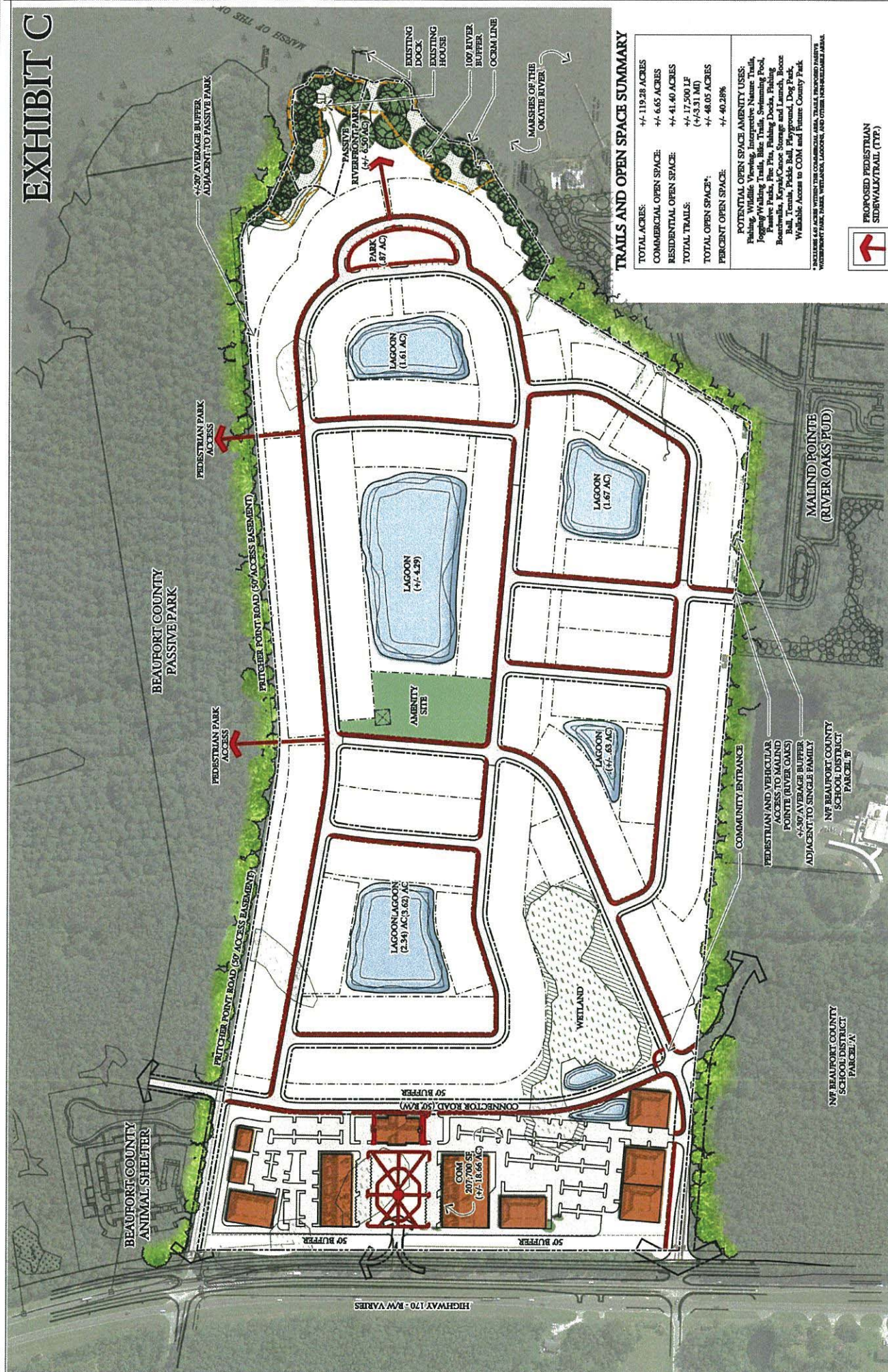
Pritcher Road, the northern access point, provides a gateway to the County's new Animal Shelter, the County's proposed Okatie Marsh Passive Park, and Osprey Point. It will provide access to the Connector Road, and eventually the Urban Center and Residential District.

Further south along HWY 170, a right-in/right-out intersection provides access directly into the Urban Center. This gateway is enhanced by a public greenspace and walkable commercial village.

The southernmost access point provides access to the Urban Center, Beaufort County Schools properties, and the main gateway into the Residential District of Osprey Point. All entry designs and monument signage will be designed by J. K. Tiller Associates, Inc.

The Residential District has three proposed vehicular access points, including a direct vehicular access to River Oaks to the south. In addition, sidewalks and trails provide access to the Urban Center, the County's proposed Okatie Marsh Passive Park, Okatie Elementary, amenities, and parks.

i. Exhibit C- Trails and Opens Space Plan: See Exhibit C (Attached)



TOTAL ACRES:	± 119.28 ACRES
COMMERCIAL OPEN SPACE:	± 6.65 ACRES
RESIDENTIAL OPEN SPACE:	± 41.40 ACRES
TOTAL TRAILS:	± 17,500 LF (± 3.31 MI)
TOTAL OPEN SPACE*: PERCENT OPEN SPACE:	± 48.05 ACRES ± 40.28%

POTENTIAL OPEN SPACE AMENITY USES:
Fishing, Wildlife Viewing, Interpretive Nature Trails,
Jogging/Walking Trails, Bike Trails, Swimming Pool,
Passive Parks, Picnic Pits, Fishing Docks, Fishing
Boatwalks, Kayak/Canoe Storage and Launch, Boats
Ball, Tennis, Paddle Ball, Playground, Dog Park,
Walkable Access to COM and Future County Park.

PROPOSED PEDESTRIAN
SIDEWALK/TRAIL (TYP.)

NORTH

ENTATION ONLY, AS AN
ACT Job Number: 201731-01

OSPREY POINT (MALIND BLUFF) TRAILS AND OPEN SPACE PLAN

BEAUFORT COUNTY, SOUTH CAROLINA

JUNE 5, 2019

PREPARED FOR:
LCP III, LLC

PREPARED BY:



J. K. TILLER ASSOCIATES, INC.



N. PUBLIC BENEFITS AND COMMUNITY FACILITIES

This development improves the overall public health, safety, and general welfare of the county in the surrounding Okatie area. Specific improvements include:

1. Retention of stormwater in accordance with current state and Beaufort County regulations for stormwater quality and quantity control.
2. Vegetation within stormwater BMPs will improve water quality.
3. Expanded river buffer along Malind Creek exceeds the current ordinance.
4. Enhanced buffers along wetlands in accordance with mitigation buffers approved by SCDHEC and US Army Corps of Engineers.
5. Interconnecting Connector Road parallel to HWY 170 relieves traffic and provides for internal capture within Okatie Village
6. Interconnecting sidewalks connect, amenities, the school, the commercial area and adjoining communities.
7. Sanitary sewer system: The applicant will extend an easement to its southern property line for purposes of future extension to existing homes along Cherry Point Road.

The project is located in a TIF district. The development, at build-out, will substantially raise the tax base for the county and for the schools.

Children and adults can walk or ride bikes to school and to the Urban Center for shopping. Teachers and workers can walk or ride to work.

The Urban Center serves Osprey Point and River Oaks. Potential uses include grocery, pharmacy, child care, adult day care, churches, government services, restaurants, convenience store, bakery Lowcountry confectionary store, furniture store, florist, fitness center, plant store, other retail, mercantile businesses and offices.

It is the goal of the plan to capture more than 15% of the trips generated within the three communities that make up Okatie Village.

O. PERIMETER TREATMENT

As presented earlier, the property perimeter is protected by buffers on all sides. These buffers are wooded with good under story plantings in most areas. The neighbors on either side are being planned concurrently and will include interconnectivity, both vehicular and pedestrian.

If it is necessary to add a fence to ensure screening, the fence will be treated as an urban wall or buffered with landscape, if not. Throughout the community, walls and fences are generally welcome.

Along Highway 170, the buffer is 50' and along the River, the buffer is a minimum of 100'.

P. UNDERGROUND UTILITIES

Electrical utility service lines to developed lots and buildings within the community will be installed underground. This includes the existing building. There are transmission lines that pass through the property. Every effort will be made to work with the Palmetto Electric to place these lines underground.

Q. ZDSO TABLE 106-1098

Within the Residential Transect (R1), a total of 345 Single Family Residential are planned. Density will not exceed 3.43 units per acre. Other uses included passive and active recreational areas.

Within the Urban Center, the uses are as described for Suburban Commercial and Institutional in the ZDSO to include retail, assisted living and nursing care, offices (medical and professional), real estate sales, bank, child or adult day care, grocery or food store (up to 50,000 SF), pharmacy, restaurant, landscape and hardscape sales, furniture store, churches and associated buildings, gas sales, and fitness center.

The district may be sub-divided for different users.

The district is to be organized around a Village Green. Stores will front on the sidewalks and toward the Village Green and to the exterior of the property. Parking will be on the inside of the complex, screened from the buildings and green spaces.

Buildings are expected to be three stories or less, with retail on the lower level, offices or residences on the mid-level, and residential on the upper level. Office space is included in the Commercial cap of 207,700 gross square feet. Residential units not utilized in the R-1 transect may be used in the Urban Center as Live Work or Residential above Commercial.

Open Space: Total open space for the Malind Bluff PUD shall be calculated for the boundary of the Malind Bluff PUD and not on a site-specific basis for each phase of the Malind Bluff PUD, individual development or project. Open Space includes the following:

1. Landscaped areas including manicured village greens
2. 100% of lagoons, ponds, impoundments and lakes (detention, retention, or recreational).
3. 100% of freshwater wetlands
4. Wetland buffers
5. Forest, wildlife preserves/corridors, conservation areas and greenbelts
6. Community Garden Plots
7. Recreation areas including swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, etc.
8. Pedestrian/bicycle trails
9. Perimeter buffers
10. Other non-buildable areas

Buffers for perimeter and wetlands: As shown on Exhibit B (Master Plan). The property perimeter is protected by buffers on all sides. These buffers are wooded with good understory in most areas. If necessary, walls or fences may be placed within the buffers to provide additional screening. Buffer sizes vary as noted on Exhibit B. Wetland buffers shall be limited to those required by SCDHEC and US Army Corps of Engineers for mitigation purposes.

R. MASTER PLAN- EXHIBIT B

The Master Plan illustrates the proposed development for Osprey Point. It outlines the overall development and allows for a basic understanding of the proposed components for the development.

The exhibit illustrates and delineates the location for lots, lakes and littoral shelves, and amenities (both passive and active). It also delineates areas for access, internal roadways, and interconnectivity. In addition, the plan depicts the areas of open space, wetland buffers, interconnected sidewalks/paths, and required buffers.

GRAPHIC SCALE

NORTH

0 200' 400' 600'

EXPLANATION: DIMENSIONS AND LOCATIONS ARE FOR GRAPHIC REPRESENTATION ONLY. ALL INFORMATION MAY BE BASED ON THIS INFORMATION.



S. UNITS BY ZONING CLASSIFICATION

Within the Residential Transect (R1), a total of 345 Single Family Residential are planned. Density will not exceed 3.43 units per acre. Other uses included passive and active recreational areas.

Within the Urban Center, the uses are as described for Suburban Commercial and Institutional in the ZDSO to include retail, assisted living and nursing care, offices (medical and professional), real estate sales, bank, child or adult day care, grocery or food store (up to 50,000 SF), pharmacy, restaurant, landscape and hardscape sales, furniture store, churches and associated buildings, gas sales, and fitness center.

The district may be sub-divided for different users.

The district is to be organized around a Village Green. Stores will front on the sidewalks and toward the Village Green and to the exterior of the property. Parking will be on the inside of the complex, screened from the buildings and green spaces.

Buildings are expected to be three stories or less, with retail on the lower level, offices or residences on the mid-level, and residential on the upper level. Office space is included in the Commercial cap of 207,700 gross square feet. Residential units not utilized in the R-1 transect may be used in the Urban Center as Live Work or Residential above Commercial.

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1. Landscaped areas including manicured village greens
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3. 100% of freshwater wetlands
4. Wetland buffers
5. Forest, wildlife preserves/corridors, conservation areas and greenbelts
6. Community Garden Plots
7. Recreation areas including swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, etc.
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9. Perimeter buffers
10. Other non-buildable areas

Buffers for perimeter and wetlands: As shown on Exhibit B (Master Plan). The property perimeter is protected by buffers on all sides. These buffers are wooded with good understory in most areas. If necessary, walls or fences may be placed within the buffers to provide additional screening. Buffer sizes vary as noted on Exhibit B. Wetland buffers shall be limited to those required by SCDHEC and US Army Corps of Engineers for mitigation purposes.

T. OWNERSHIP OF COMMUNITY AMENITIES

The Covenants for Osprey Point will establish a residential property owner's association (POA) and Business Owners Association (BOA) both of which will have an annual regime fee. The POA and BOA will own and manage the community support facilities, including roads, sidewalks, lakes and drainage structures, open spaces, and amenities. Percentage of responsibility will be determined based on anticipated use and benefit.

A regime fee will be established with a method of perpetuating itself. Collection methods, rate

adjustment policies and administration of funds will be established in the covenants. Proceeds from the collection of fees will be used to defray the cost of all commonly owned facilities.

The Connector Road serves the school which in all likelihood will be used in case of a disaster. For this reason the roadway may be turned over to SCDOT, however, if the SCDOT is not in a position to take on responsibility, then that road will be owned and maintained by the POA/BOA.

ATTACHMENT 2

First Amendment to Development Agreement

[Attached]

2019/___

FIRST AMENDMENT TO THE OSPREY POINT DEVELOPMENT AGREEMENT, ENTERED BY AND BETWEEN LCP III, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY (THE “OWNER”), AND BEAUFORT COUNTY, SOUTH CAROLINA (“COUNTY”), UPON THE COUNTY COUNCIL’S APPROVED FINDINGS AND TERMS.

WHEREAS, pursuant to the South Carolina Local Government Development Agreement Act, Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976, as amended) (the “Act”), the Owner and County entered into a Development Agreement dated September 3, 2009, recorded on September 11, 2009 in Book 02888 at Pages 0169-0550 of the Register of Deeds for Beaufort County, South Carolina (“Development Agreement”), the Development Agreement having been authorized by the Beaufort County Council (“County Council”) upon Third and Final Reading on October 27, 2008; and

WHEREAS, the Owner and the County desire to amend the terms of the Development Agreement as set forth in the First Amendment to Development Agreement (“First Amendment”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, after due investigation, the County Council has determined that it is in the best interests of the County to approve the First Amendment and authorize its execution and delivery; and

WHEREAS, the County Council finds that the development of the Property as proposed in the Amended Master Plan, as defined in the First Amendment, is consistent with the County’s comprehensive plan and land development regulations applicable to the Property; and

WHEREAS, Section 6-31-60(B) of the Act provides that “a major modification of the Development Agreement may occur only after public notice and a public hearing”; and

WHEREAS, after a duly noticed public hearing held by the County Council, the County Council approved the County's entry of the First Amendment by an Ordinance legally adopted on July 22, 2019 and the conditions precedent to the execution and delivery of the First Amendment have been met; and

THEREFORE, BE IT ORDERED, that the County Council hereby authorizes the entry by the County into the First Amendment in the form attached hereto as Exhibit A.

The County Council further authorizes the Chairman of the County Council and the County Administrator to execute and deliver the First Amendment to the Owner. The Council Clerk is hereby authorized to affix, emboss, or otherwise reproduce the seal of the County to the First Amendment and attest the same.

This Ordinance shall be effective from and after the date of adoption. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Chairman

Approved as to form:

ATTEST:

Clerk to Council

First Reading: May 28, 2019
Second Reading: June 24, 2019
Public Hearing:
Third and Final Reading:

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is made and entered into as of the 22nd day of July 2019, by and between LCP III, LLC, a South Carolina limited liability company (the “Owner”), and BEAUFORT COUNTY, SOUTH CAROLINA (the “County”).

WITNESSETH

WHEREAS, pursuant to the South Carolina Local Government Development Agreement Act, Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976, as amended) (the “Act”), the Owner and County entered into a Development Agreement dated September 3, 2009, recorded on September 11, 2009 in Book 02888 at Pages 0169-0550 of the Register of Deeds for Beaufort County, South Carolina (“Development Agreement”), the Development Agreement having been authorized by the Beaufort County Council (“County Council”) upon Third and Final Reading on October 27, 2008; and

WHEREAS, in 2014, the Owner and the County negotiated for and the County Council approved an amendment to the Development Agreement and PUD Zoning but a dispute arose over whether that amendment agreement was ever consummated or is legally effective and, in consideration of this First Amendment to Development Agreement, the parties hereto hereby mutually agree that the 2014 proposed amendment is of no force and effect; and

WHEREAS, in 2017, the Owner pursued a further amendment to the Development Agreement but that application was later abandoned or withdrawn by the Owner; and

WHEREAS, therefore, the Development Agreement, dated September 3, 2009 and recorded on September 11, 2009, has remained in full force and effect as originally written prior to entry of this First Amendment to Development Agreement; and

WHEREAS, the Owner and the County now desire to amend the terms of the Development Agreement as set forth hereinbelow; and

WHEREAS, Section 6-31-60(B) of the Act provides that “a major modification of the Development Agreement may occur only after public notice and a public hearing”; and

WHEREAS, after a duly noticed public hearing held by the County Council (the “County Council”), the County Council approved this First Amendment to Development Agreement by an Ordinance legally adopted on July 22, 2019; and

WHEREAS, pursuant to the Act and the Ordinance adopted by the County Council on July 22, 2019, the parties have entered into this First Amendment to Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereto agree as follows.

1. INCORPORATION

The above recitals are hereby incorporated into this Agreement.

2. MODIFICATION OF CERTAIN DEFINED TERMS

The definitions of the following capitalized term in Section II on Page 3 of 38 of the Development Agreement shall be modified to read as follows:

“Development Plan” means the layout and development scheme contemplated for the Property, as more fully set forth in the updated PUD approval for Osprey Point, attached hereto as Exhibit B, and as may be modified per the terms of this agreement. All references to Exhibit B in the Development Agreement and also herein shall mean the updated Exhibit B attached hereto. This Exhibit B is intended to govern the land use and development scheme contemplated for the Property; by accepting this Exhibit B the County is not committing to the road access, signalization or any offsite matters that may be shown on the Plan and the County is not responsible for funding any improvements or the maintenance thereof.

Except as modified above, all capitalized terms used in this First Amendment to Development Agreement shall have the meaning ascribed to them in the Development Agreement.

3. MODIFICATION OF SECTION III - TERM AND AMENDMENTS

Section III on Page 4 of 38 of the Development Agreement is hereby amended to provide as follows:

(a) The Development Agreement was for an initial term of five (5) years unless extended by the mutual agreement of the County and the Owner.

(b) After its entry, the Development Agreement was subject to the South Carolina General Assembly’s 2010 Joint Resolution to Extend Certain Government Approvals Affecting the Development of Real Property Within the State (H4445) and the 2013 Joint Resolution to Suspend the Running of Certain Governmental Approvals Affecting the Development of Real Property within the State for the Period Beginning January 1, 2013 and Ending December 31, 2016 (H3774) (the “Joint Resolutions”). Based on the foregoing Joint Resolutions tolling the term of the Development Agreement by operation of law from its inception until December 31, 2016, the Development Agreement will expire on January 1, 2022.

(c) The parties further agree that the term of the Development Agreement, as amended hereby, shall be extended to a date that is five (5) years from the date of the approval and execution of this First Amendment to Development Agreement by the County and the Owner (the “Term”), except as provided in the following paragraph. Because of uncertain and changing market conditions, the parties further agree that either the Owner or the County may request that the other party consent and agree, which consent and agreement shall not be unreasonably withheld, to an extension of the term of the Development Agreement for another period of five years if requested more than one year before the expiration of the Term and if at that time the Owner still owns twenty-five or more acres of highland as provided in S.C. Code Ann. § 6-31-40.

(d) The County will have no liability to the Owner or any third party in the event a court of competent jurisdiction in a final unappealable order rules that the extension of the Term as provided in Section 3(c) is for any reason unenforceable. In the event of such unenforceability, the Term shall extend to January 1, 2022.

4. DELETION OF SECTION IV(A)

Section IV (A) is hereby deleted.

5. MODIFICATION OF SECTION IV(C)

Section IV(C) on Pages 5-6 of 38 of the Development Agreement is hereby deleted and the following is substituted in its place:

Permitted Uses. Permitted uses on the Property include single-family dwellings and accessory uses thereto, recreational uses such as parks, water-related amenities and the like, and commercial, office and retail uses as shown and depicted on the attached Osprey Point PUD approval that is labeled Exhibit B. No more than three hundred and forty-five (345) single-family dwelling units, and no more than 207,700 square feet of nonresidential commercial, office and/or retail space shall be constructed on the Property. Timesharing or fractional ownership uses shall not be permitted. Owner or its assigns shall be allowed to convert up to 10% of the total residential units allowed to additional commercial square footage allowed, at the rate of one residential unit equal to 2,400 square feet of commercial, as a matter of right thereunder. An additional 10% of total residential units may be converted to additional commercial square footage allowed, at the same conversion rate, to accommodate economic development opportunities only for above average wage jobs, within the original commercial area or adjacent thereto, if such additional conversion is approved by the Land Management Committee of County Council, after consultation with the Planning Department. Such additional square footage of commercial shall be developed within the commercial area of the PUD or within reasonable close proximity thereto, so as to preserve the general pattern of uses established under the PUD, and no amendment hereto or to the PUD shall be required.

Furthermore, it is expressly understood and hereby provided that lodging facilities (hotel/motel) may be desirable in or near the commercial area of the PUD, and such units are expressly allowed. It is hereby agreed that any lodging facilities, as well as ancillary services and facilities typically located within hotel or motel uses, will not count against overall residential density. All such facilities shall count as commercial square footage.

6. MODIFICATION OF SECTION IV(F)

So much of Section IV(F) on Pages 7-8 of 38 of the Development Agreement is hereby amended as to provide that Owner agrees to build the frontage road (road behind commercial tract) before the platting of Phase III of the development and the building of any commercial development. Owner agrees to provide adequate bonding, in accordance with Beaufort County law and other applicable Beaufort County policies and procedures, to guarantee construction of the road if the road is not constructed by the time specified in the previous sentence. County agrees to cooperate with Owner in seeking a reciprocal easement from the BCSD that is necessary to

facilitate the construction of the Connector Road's connectivity to Hwy 170. Except as amended hereby, Section IV(F) of the Development Agreement shall remain in full force and effect.

7. MODIFICATION OF SECTION IV(G)

Section IV(G) on Pages 8-10 of 38 of the the Development Agreement is hereby deleted. The parties agree that the Property and contemplated project shall be subject to all applicable impact fees, user fees and assessments in effect in Beaufort County at the time the developer submits its permit applications, specifically including any such fees and assessments that were or may be adopted after entry of the Development Agreement or this First Amendment.

The County agrees to cooperate with Owner in seeking the reciprocal easement from the School District for the use of the existing road and the road be constructed behind the commercial frontage that will provide a second ingress and egress to Highway 170 for the School.

Owner will pay an impact fee of \$1,500 for each residential unit at the time of obtaining the building permit. This fee would terminate if the County were to adopt a school impact fee during the Term at which time the Owner would pay the amount of the County-wide fee in lieu of the amount of the fee specified herein.

8. MODIFICATION OF SECTION IV(H)

Section IV(H) on Pages 10-12 of 38 of the the Development Agreement is hereby deleted. The parties agree that the Property and contemplated project shall be subject to all applicable impact fees, user fees and assessments in effect in Beaufort County at the time the developer submits its permit applications, specifically including any such fees and assessments that were or may be adopted after entry of the Development Agreement or this First Amendment.

9. MODIFICATION OF SECTIONS IV(E) AND (I)

Sections IV (E) and (I) on Pages 7 and 12 of 38 of the the Development Agreement, respectively, are hereby deleted upon the specific condition that the Property shall not be annexed into Jasper County, the Town of Hardeeville or any other local government prior to the expiration of the Term or extended term of the Development Agreement. In lieu of said Sections IV (E) and (I), Owner hereby agrees to comply with all public park, open space, and recreation requirements contained in the Beaufort County Subdivision Ordinance in effect at the time the project's preliminary site plan is approved. In the event of any conflict between the Beaufort County Subdivision Ordinance and Exhibit B, the layout and development scheme of Exhibit B shall control. The parties hereby agree that the layout and development scheme shown on Exhibit B satisfies all public park, open space, and recreation requirements. The common areas, open space, and recreation on the Property shall be for the benefit of the community on the Property rather than the public at large.

Owner further agrees that if the Property is annexed into Jasper County, the Town of Hardeeville or any other local government prior to the expiration of the Term or extended term of the Development Agreement, in addition to the County's remedies preserved by Section VIII(O) below, the Owner shall be responsible to comply with Section IV(I) on Page 12 of 38 of the original

Development Agreement. Owner hereby agrees that this undertaking shall survive the termination of the Development Agreement as amended hereby.

10. MODIFICATION OF SECTION IV(K)

Section IV(K) on Page 13 of 38 of the Development Agreement is hereby amended to provide that the public safety site shall be at least one-half (.5) acre instead of approximately one (1.0) acre.

11. MODIFICATION OF SECTION IV(M)

Section IV(M) on Pages 13-14 of 38 of the Development Agreement is hereby deleted and replaced with the following:

The Design Guidelines applicable to the residential dwelling units shall consist of the various elevations attached hereto as Exhibit F. The architectural review board established under the restrictive covenants must approve in writing any material deviation from the Design Guidelines before construction occurs.

12. DELETION OF SECTION V

Section V on Page 14 of 38 is hereby deleted in its entirety.

13. MODIFICATION OF SECTION VI

Section VI on Pages 14-15 of 38 of the Development Agreement is hereby amended to provide that the applicable development schedule is the Amended Development Schedule attached hereto as Exhibit D. Except as amended hereby, Section VI of the Development Agreement shall remain in full force and effect.

14. MODIFICATION OF SECTION VII

Section VII on Pages 15-16 of 38 of the Development Agreement is hereby amended to add the following new paragraphs at the end of the section:

Notwithstanding any provision to the contrary in this Development Agreement, the parties agree that the Property and Project shall be subject to any and all impact fees, user fees and assessments in effect in Beaufort County at the time the developer submits its permit applications, specifically including any such fees and assessment that were or may be adopted after entry of the Development Agreement or this First Amendment.

Notwithstanding anything to the contrary in this Development Agreement, the parties agree that the Owner shall be deemed to comply with all public park, open space, and recreation requirements contained in the Beaufort County Subdivision Ordinance in effect at the time the project's preliminary site plan is approved if the project's preliminary site plan is in accordance with Exhibit B.

Notwithstanding anything to the contrary in this Development Agreement, the Owner shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water that are in effect at the time of permitting.

15. MODIFICATION OF SECTION VIII(D)

The last sentence of Section VIII(D) on Page 17 of 38 of the Development Agreement is hereby deleted and replaced with the following:

If the BJWSA concurs, Owner is not required to use treated water for irrigation purposes.

16. MODIFICATION OF SECTION VIII(E)

Section VIII(E) on Pages 17-19 of 38 of the Development Agreement is hereby amended as follows: The third, fourth, fifth, sixth, and seventh sentences shall be deleted. The first and second sentences shall be retained and modified as follows:

Drainage System. All storm water runoff and drainage system improvements within the Property will be designed utilizing the County's best management practices in effect at the time development permits are applied for, will be constructed by Owner, Developer or their assigns, and will be maintained by Owner, Developer and/or a Homeowners' Association. The County of Beaufort will not be responsible for any construction or maintenance costs associated with the drainage system within the Property.

The Owner, its successors and assigns, shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water that are in effect at the time of permitting.

17. DELETION OF SECTION VIII(K)

Section VIII(K) on Page 20 of 38 is hereby deleted in its entirety.

18. ADDITION OF NEW SECTION SECTION VIII(O)

A new Section VIII(O) shall be added as follows:

Agreement Not To Annex. Owner agrees that it shall not seek or permit the Property to be annexed into Jasper County, the City of Hardeeville or any other local government prior to the expiration of the Term or extended term of the Development Agreement. This provision may be enforced by the County by all available legal means, and include all remedies available at law or in equity, including specific performance and injunctive relief. Owner hereby agrees that this undertaking shall survive the termination of the Development Agreement as amended hereby. County agrees that its Community Development Department will process all complete application submittals on matters within its jurisdiction that do not require outside review within two weeks of receipt by providing comments or decisions. If the Owner has any questions or concerns

regarding the timely processing of any application submittals made to the County, the Owner shall contact the County's Community Development Director and County Attorney, who will investigate any such questions or concerns and report back to the Owner within ten (10) days of being notified.

19. MODIFICATION OF SECTION XIII

The notice address for each party to the Development Agreement as set out in Section XIII on Page 24 of 38 of the Development Agreement is hereby amended as follows:

If to Owner: Nathan Duggins, III
P.O. Box 2888
Greensboro, NC 27402

Copy to: G. Trenholm Walker
PO Drawer 22167
Charleston, SC 29413-2167

If to County: Beaufort County Administrator
PO Box 1228
Beaufort, SC 29901

Copy to: Thomas J. Keaveny, II
Beaufort County Attorney
PO Box 1228
Beaufort, SC 29901

Except as amended hereby, Section XIII of the Development Agreement shall remain in full force and effect.

20. CONFORMANCE OF PUD ZONING

The parties agree that the PUD zoning for the Property is amended in all respects to be in conformance with the Development Agreement as amended by this First Amendment, such that everything allowed and granted under their terms are allowed and granted by the PUD zoning.

21. RATIFICATION OF DEVELOPMENT AGREEMENT

Except as expressly modified or amended by this First Amendment, the parties hereto ratify and affirm all provisions of the Development Agreement approved by the County Council on October 27, 2008, entered by the parties on September 3, 2009, and recorded on September 11, 2009, in Book 02888 at Pages 0169-0550 with the Register of Deeds.

22. RECORDING

The Owner shall record this First Amendment in the real estate records of the County within fourteen (14) days of the execution of this First Amendment by the County.

23. EFFECTIVE DATE

This First Amendment is dated as of the Agreement Date and takes effect when the County and Owner have each executed this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

LCP III, LLC

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH
CAROLINA

By: _____
Name: _____
Title: _____

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 LCP III, LLC, by its Manager, _____, sign, seal and as its act and deed, deliver the within written instrument and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

SWORN to before me this
___ day of _____, 2019

Notary Public Signs AS NOTARY

Notary Public for _____
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 BEAUFORT COUNTY, SOUTH CAROLINA, by its duly authorized officer, sign, seal and as its act and deed, deliver the within written instrument and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

SWORN to before me this
___ day of _____, 2019

Notary Public Signs AS NOTARY
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A

Property Description

[See Original Development Agreement]

EXHIBIT B

Updated Master Development Plan and Opsrey Point PUD Approval

[Attached]

EXHIBIT C

Zoning Regulations

[See Original Development Agreement]

EXHIBIT D

Amended Development Schedule

[Attached]

Exhibit D

DEVELOPMENT SCHEDULE

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

Year(s) of Commencement / Completion

<u>Type of Development</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Commercial (Sq. Ft.)					207,000
Residential, Single Family			75	75	75
Public Safety Site Transfer					100%

- 120 single family units are forecast to remain to be built at the end of five years.

As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

EXHIBIT E

Estimated Population at Project Buildout

[See Original Development Agreement]

EXHIBIT F

Amended Okatie Village Design Guidelines

[Attached]



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

ORDINANCE AMENDING ORDINANCE 2019/16 TO AUTHORIZE A LEASE TO NOW INCLUDE THE ADJACENT GENERAL STORE IN THE LEASE OF A BUILDING ON DAUFUSKIE ISLAND KNOWN AS MARSHSIDE MAMAS.

Council Committee:

Meeting Date:

JULY 22, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

ORDINANCE 2019 _____

AN ORDINANCE AMENDING ORDINANCE 2019/16 TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR A LEASE SUCH THAT IT SHALL NOW INCLUDE THE ADJACENT GENERAL STORE IN THE LEASE OF A BUILDING ON DAUFUSKIE ISLAND KNOWN AS MARSHSIDE MAMAS.

WHEREAS, Beaufort County Council adopted Ordinance 2019/16 on April 22, 2019 and authorized the execution of the lease for a portion of 15 Haig Point known as the Marshside Mama's building; and

WHEREAS, prior to the adoption of Ordinance 2019/16, County Council adopted Ordinance 2018/52 authorizing the execution of a lease for the portion of 15 Haig Point known as a general store called the Daufuskie Island Store; and

WHEREAS, the tenant of the general store has notified Beaufort County that he has abandoned the lease of the general store; and

WHEREAS, Property Management Company, LLC in conjunction with Pointed Feather Feather Foods LLC provided a proposal offering, among other things, \$900 per month to lease the property and \$100,000 in capital investments for the Marshside Mama's Building; and

WHEREAS, the Department of Health and Environmental Control (DHEC) has notified Property Management Company, LLC of some deficiencies in the building that necessitate the need to utilize the space currently allotted to the general store; and

WHEREAS, the Public Facilities committee considered the Property Management Company, LLC proposal at the March 4, 2019 meeting and recommended approval; and

WHEREAS, Property Management Company, LLC desires to use the general store space to comply with certain DHEC regulations for the restaurant and also to maintain a portion of the space for a general store; and

WHEREAS, County Council finds that it is in the best interests of Beaufort County citizens, residents and visitors to lease the Daufuskie Island Marshside Mama's property, including the general store to Property Management Company, LLC.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby authorizes the County Administrator to execute any and all documents necessary to lease 15 Haig Point Road, Parcel Number R800 024 000 0032 0000 the building known as the Marshside Mama's Restaurant, including the adjacent general store space. To the extent necessary, Ordinance 2019/16 is hereby amended to reflect the County Administrator's

additional authority to include in the Marshside Mama's lease with Property Management Company, LLC the additional adjacent space known as the general store with the same terms as originally provided for in the lease for the general store.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council.

Chronology

- Third and final reading occurred
- Public hearing occurred
- Second reading occurred
- First reading approval occurred
- Public Facilities Committee discussion and recommendation to



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

RESOLUTION FOR APPOINTMENT (ANIMAL SERVICE OFFICER)

Council Committee:

COUNTY COUNCIL

Meeting Date:

JULY 22, 2019

Committee Presenter (Name and Title):

PHILIP FOOT, ASSISTANT COUNTY ADMINISTRATOR- PUBLIC SAFETY

Issues for Consideration:

The Animal Services Department requests Council to appoint Jennifer Holstein as an Animal Service Officer for replacement of Leslie Mosier, who has resigned.

Points to Consider:

The Animal Service Officer enforces Animal Ordinances throughout the entire County.

Funding & Liability Factors:

This position is funded within the Animal Services Departmental budget.

Council Options:

Appointment

Recommendation:

Staff recommends Jennifer Holstein for appointment, as a Beaufort County Animal Service Officer.

RESOLUTION 2019 /

A RESOLUTION TO COMMISSION ANIMAL SERVICE OFFICER TO ENFORCE BEAUFORT COUNTY ANIMAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED.

WHEREAS, Beaufort County Council may appoint and commission as many animal service officers as may be necessary for proper security, general welfare and convenience of the County; and

WHEREAS, each candidate for appointment as a Beaufort County Animal Service Officer has completed training and whatever certification may be necessary.

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

1. County Council hereby appoints and commissions the following individual as Animal Service Officer for Beaufort County:

Jennifer M. Holstein Emp # 8646, Beaufort County Animal Service Officer

2. Each Animal Service Officer shall present the appropriate certificate to the Beaufort County Magistrate's office prior to any official action as an Animal Service Officer.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Amendment to A.9 County Emergency Disaster Policy and Procedure -Beaufort County Personnel Handbook (Effective August 1, 2016)

Council Committee:

Governmental/County Council

Meeting Date:

July 22, 2019

Committee Presenter (Name and Title):

Suzanne Gregory, Employee Services Director and Administration

Issues for Consideration:

South Carolina Emergency Management Division (SCEMD) has updated the Operational Conditions (OPCON) to three levels instead of five. Beaufort County Personnel policy needs to be updated to reflect that change in OPCON levels.

Points to Consider:

Beaufort County needs to follow the same OPCON levels as SCEMD to ensure continuity of services during a disaster or emergency that may affect the state or county.

Funding & Liability Factors:

This change is needed for submission purposes when requesting reimbursement from FEMA after a declared disaster or emergency.

Council Options:

Approve or disapprove

Recommendation:

Administration recommends approval.

RESOLUTION 2019 /

**BEAUFORT COUNTY PERSONNEL HANDBOOK -
REVISED SECTION A.9 "COUNTY EMERGENCY DISASTER POLICY & PROCEDURES"**

WHEREAS, the Beaufort County Council finds that it is in the best interest of County employees to implement uniform employment practices; and

WHEREAS, the current Beaufort County Personnel Handbook was adopted August 1, 2016; and

WHEREAS, the Beaufort County Council recognizes that from time to time, certain policies within the Personnel Handbook need to be updated to stay current; and

WHEREAS, County Administration has reviewed and recommends changes to **A.9 County Emergency Disaster Policy and Procedure dated August 1, 2016**, as to incorporate the changes made by the South Carolina Emergency Management Division for Operational Conditions during emergency situations.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council hereby revokes and repeals the previously issued "A.9 - County Emergency Disaster Policy & Procedures" within the personnel handbook issued by the Beaufort County Council, its officers, members and employees, and hereby adopts the amended **A.9 County Emergency Disaster Policy and Procedure dated August 1, 2019.**

This Resolution shall be effective August 1, 2019.

Dated this 22nd day of July, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

A.9 - County Emergency Disaster Policy and Procedures

This policy is to provide guidance to the employees of Beaufort County regarding responsibilities, expectations and pay policies during declared emergencies / disasters. Beaufort County is mandated to provide services to the citizens of the county during emergencies and disaster situations in accordance with Section 25-1-420, South Carolina Code of Laws. An emergency, as defined by the Code, shall mean “actual or threatened enemy attack, sabotage, conflagration, flood, storm, epidemic, earthquake, riot, or other public calamity.”

The South Carolina Emergency Management Agency has developed the following stages or operational conditions as a guideline for emergency situations:

OPCON III - Normal Daily Operations
OPCON II - Enhanced Awareness
OPCON I - Full Alert

The following County procedure follows the general guidelines provided.

Procedure

Responsibility

- The Chairman of Beaufort County Council may activate the Beaufort County Emergency Operations Plan as necessitated by an actual or imminent disaster or incident.
- Under the direction Beaufort County Emergency Policy Group, consisting of the Chairman of County Council, the County Administrator, and the County Sheriff, the Director of Emergency Management is responsible for the administration of this policy and coordination of all procedures herein.

Compensation During An Emergency

Based on this guideline, the County Administrator, in conjunction with the County Council Chair and County Sheriff, may order County office closures due to a disaster/emergency related event such as a hurricane, winter storm, etc.

During such an event, the following pay policies will apply for County employees, depending on whether or not staff worked during a declared emergency:

Status	Disaster Pay - Non-Exempt	Disaster Pay - Salaried Exempt	Staff Not Identified to Work during an Emergency
Normal Daily Operations	Regular Work & Pay	Regular Salary	Regular Work & Pay
Enhanced Awareness / EOT Activated (either partially or fully) (County Offices Open)	Regular Work & Pay <i>(Standby Pay* May Be Authorized For Identified Staff As Needed - \$2.00 pr hr)</i>	Regular Salary	Regular Work & Pay
Full Alert - Emergency Declared By County Officials (County Offices Closed)	Regular Pay For Hours Worked; Overtime Pay For Hours Worked > 40 per work week; 8 hours Administrative Leave Pay Per Day	Regular Pay For Hours Worked; Overtime Pay For Hours Worked > 40 per work week; 8 hours Administrative Leave Pay Per Day	8 hours Administrative Leave Pay Per Day for Scheduled Work Days
State of Emergency Lifted – County Offices Open	Regular Pay – Work as Directed	Regular Salary- Work as Directed	Regular Pay- Work as Directed
Re-entry/ Recovery	Regular Pay – Work as Directed	Regular Salary- Work as Directed <i>(Overtime for exempt authorized only by County Administrator or designee)</i>	Regular Salary- Work as Directed

**Standby Pay will be paid only as authorized by the County Administrator or designee and only for those employees not actively on duty – standby pay will not be paid in addition to hourly wages while working.*

Relief from Duty

Employees, identified to work during emergencies are expected to report to work when called. An employee may be excused from work only in extreme situations, and only by the appropriate reporting authority (County Administrator, Sheriff).

Return to Regular Duties

Once the emergency incident is declared resolved, employees who worked during emergency conditions shall be allowed a reasonable amount of time for rest and recuperation prior to returning to their regular assignments.

Payroll Processing

The Finance Department, in the event of possible or likely office closures due to an emergency, may issue a standard payroll prior to the normal payroll processing date to ensure that all employees will have access to wages if offices are closed. If this occurs, employees will be paid for their “standard” scheduled hours for the emergency pay run via direct deposit. Corrections, whether in the form of additional pay or recoupment of overpayments, will be handled as soon as possible after normal operations are reinstated.

Re-Entry / Recovery

The recovery process after a storm or other disaster may take days, weeks, or months. Payment of administrative leave pay during the recovery process will be subject to weekly review and Administrator approval. Under no circumstance will administrative leave pay be continued after County offices have reopened. Employees activated during the emergency will begin recovery operations as directed after the event. All other County employees are expected to report to work when County offices reopen (or when instructed to do so earlier) and will be paid their normal wages (and overtime as required), and may be required to perform work outside of their normal duties to assist with recovery efforts. This work will enable Beaufort County government to return to normal operations and assist citizens in returning to their normal daily lives as much and as quickly as possible.

Other Provisions

Employees that are required to remain at their emergency duty stations will be allowed to sleep and/or rest when conditions allow at no loss of supplemental compensation outlined above.

The Chief Financial Officer is responsible for developing and maintaining a payroll system to properly administer the pay practices described above. No supplemental pay will be authorized for employees who do not stay behind during an event or have received prior authorization by the County Administrator or designee.

The County Administrator is not eligible for pay outlined in this policy unless approved by the Beaufort County Council.

-County Council reserves the right to change this policy at any time for any reason-

-END OF APPENDIX SECTION-



110 Traders Cross, Bluffton, SC 29928
Tel: (843) 705-8414, E-mail: jotoole@beaufortscedc.org



July 3, 2019,

Chairman Steward H. Rodman
Beaufort County Council
100 Ribaut Road
Beaufort, SC 29902

Dear Mr. Chairman,

First and foremost, I would like to thank you and the county council for the support and focus that you are providing to economic development. The Beaufort County Economic Development Corporation is committed to delivering value for your investments.

I am writing to share with you the Beaufort County Economic Development Corporation's (BCEDC) Board recommendations to county council for the three appointed representatives to the Southern Carolina Alliance (SCA) board. The SCA bylaws require that the appointments be made by a vote of county council. Additionally, the SCA bylaws indicate that the executive board member be determined by a consensus of the three board members. At our meeting on June 27 the BCEDC board voted unanimously to recommend the following persons;

- Stu Rodman to represent the county council and assume the vacated seat created by Steve Fobes,
- Ashley Feaster (our newly elected chair) to take over the chair of the BCEDC seat, and
- Michael Alsko, our vice president and private sector member to continue to serve his unexpired term.

Over the last 22 months we have been working with SCA at a board level and a staff level to maximize our engagement with the SCA staff and its workplan. Our board members have been involved in the discussions/requests for support on product development, lead generation and marketing support. As we enter the last year in our three-year contract with SCA our board feels strongly that we include you in your role as council chair, but also believe it's imperative that the remaining SCA board seats be BCEDC board members. Our board members have been immersed in the details and nuisances of economic development are best positioned to ensure that taxpayers of Beaufort County receive maximum value.

If you have any questions, please don't hesitate to contact me.

With best regards,

A handwritten signature in black ink that reads "John A. O'Toole".

John A. O'Toole, CECD

cc: Ashley Jacobs, County Administrator, County Council Members