

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-1000
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

AGENDA COUNTY COUNCIL OF BEAUFORT COUNTY

Monday, October 14, 2013

3:00 p.m.

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

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

1. CAUCUS - 3:00 P.M.
 - A. Discussion of Consent Agenda
 - B. Executive Session – Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property; receipt of legal advice relating to pending and potential claims covered by the attorney-client privilege
 - C. Committee Reports
 - D. Discussion is not limited to agenda items
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Councilwoman Laura Von Harten
6. ADMINISTRATIVE CONSENT AGENDA
 - A. Approval of Minutes – September 23, 2013 ([backup](#))
 - B. Receipt of County Administrator’s Three-Week Progress Report ([backup](#))
 - C. Receipt of Deputy County Administrator’s Three-Week Progress Report and Construction Projects Update ([backup](#))
 - D. Appointments to Boards and Commissions ([backup](#))
7. PROCLAMATION
 - A. Penn Center Heritage Days Celebration Week - Mr. Michael Campi, Executive Director



8. BOARD AND COMMISSION MEMBERS' PUBLIC SERVICE RECOGNITION

- A. Sheila Chesney, Tax Equalization Board
- B. Peter Dawson, Rural and Critical Lands Preservation Review Board
- C. Earl Dietz, Chairman, Solid Waste and Recycling Board
- D. Algeda Ford, Disabilities and Special Needs Board
- E. Herbert Glaze, Lowcountry Council of Governments
- F. Jim Hicks, Chairman, Planning Commission
- G. Dan Huff, Library Board
- H. George Johnston, Rural and Critical Lands Preservation Review Board
- I. Steven Kessel, Beaufort Memorial Hospital Board of Trustees
- J. Michael Nash, Airports Board
- K. James O'Neal, Beaufort / Jasper Water and Sewer Authority
- L. James Outlaw, Lowcountry Council of Governments
- M. Jack Reynolds, Accommodations (2% State) Tax Board
- N. William Sammons, Northern Corridor Review Board
- O. Donald Seigler, Sheldon Fire District Board
- P. Richard H. Stewart, Lowcountry Regional Transportation Authority Board
- Q. Ray Tudor, Rural and Critical Lands Preservation Review Board
- R. Norman Varnes, Parks and Leisure Services Board

9. PUBLIC COMMENT

10. COUNTY ADMINISTRATOR'S REPORT

- Mr. Gary Kubic, County Administration
- A. The County Channel / Broadcast
- B. Presentation – USCB Small Business Development Center
Mr. Martin Goodman, Executive Director

11. CONSENT AGENDA

- A. TEXT AMENDMENTS TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO: ARTICLE XII. SUBDIVISION DESIGN, DIVISION 3—TYPES OF SUBDIVISIONS; ARTICLE XIII. SUBDIVISION AND LAND DEVELOPMENT STANDARDS, DIVISION 2—STREET STANDARDS; AND ARTICLE XV. SIGNS, DIVISION 2—STANDARDS (ADDS ADDITIONAL REQUIREMENTS FOR SUBDIVISIONS, STREET DESIGNS AND SIGNS) ([backup](#))
 - 1. Consideration of first reading approval to occur October 14, 2013
 - 2. Natural Resources Committee discussion and recommendation to approve occurred October 7, 2013 / Vote 6:0
- B. AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND JAZ 278, LLC, A GEORGIA LIMITED LIABILITY COMPANY AUTHORIZED TO CONDUCT BUSINESS IN SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED ([backup](#))
 - 1. Consideration of first reading approval to occur October 14, 2013

2. Natural Resources Committee discussion and recommendation to approve occurred October 7, 2013 / Vote 7:0
 3. Public hearing (1 of 2) – Monday, October 28, 2013, beginning at 6:00 p.m., large meeting room, Bluffton Branch Library, 120 Palmetto Way, Bluffton
 4. Public hearing (2 of 2) – Monday, November 18, 2013, beginning at 6:00 p.m., Council Chambers, Administration Building, 100 Ribaut Road, Beaufort
- C. RESOLUTION OF BEAUFORT COUNTY COUNCIL RATIFYING CERTAIN ACTIONS AS ADOPTED BY BEAUFORT COUNTY COUNCIL COMMITTEES (TO PROVIDE A CLEAR AND ACCURATE LEGISLATIVE RECORD THEREBY CURING ANY PERCEIVED PROCEDURAL ERRORS)
1. Consideration of first reading approval to occur October 14, 2013
 2. Governmental Committee discussion and recommendation to approve occurred October 7, 2013 / Vote 7:0 ([backup](#))
- D. RESOLUTION OF BEAUFORT COUNTY COUNCIL FORMALLY ADOPTING THE BEAUFORT COUNTY COUNCIL RULES OF PROCEDURES AS ADOPTED ON APRIL 8, 1985 WITH SUBSEQUENT AMENDMENTS AND ADDING AN ADDITIONAL AMENDMENT (SUBSTANTIVE MODIFICATIONS OR AMENDMENTS TO AN ORDINANCE PROPERTY AFTER FIRST READING, THE CHAIRMAN MAY REMAND THE ORDINANCE FOR AN ADDITIONAL READING) ([backup](#))
1. Consideration of first reading approval to occur October 14, 2013
 2. Governmental Committee discussion and recommendation to approve occurred October 7, 2013 / Vote 7:0
- E. TEXT AMENDMENTS TO CHAPTER 18, ARTICLE III (BUSINESS AND PROFESSIONAL LICENSE) OF THE BEAUFORT COUNTY CODE OF ORDINANCES, AND PROVIDING FOR THE SEVERABILITY AND EFFECTIVE DATE ([backup](#))
1. Consideration of first reading approval to occur October 14, 2013
 2. Governmental Committee discussion and recommendation to approve occurred October 7, 2013 / Vote 5:2

12. PUBLIC COMMENT

13. ADJOURNMENT

Official Proceedings
County Council of Beaufort County
September 9, 2013

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

CAUCUS

A caucus of the County Council of Beaufort County was held at 4:00 p.m., Monday, September 23, 2013 in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stu Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, William McBride, Roberts "Tabor" Vaux and Laura Von Harten. Gerald Stewart absent. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

CAUCUS

The Development Agreement Subcommittee for the Bluffton Gateway project will meet September 25, 2013 beginning at 1:00 p.m. Members will receive an electronic version of the proposed development agreement, as submitted by the attorney for the developer, prior to the meeting. Hopefully, the subcommittee will vote to forward the agreement to the Natural Resources Committee for discussion.

The Development Agreement Subcommittee for the Pepper Hall (Graves property) project will meet October 7, 2013 to discuss and vote on the agreement in hand at that time. Discussion of the agreement will take place later that same day at the Natural Resources Committee.

Dr. Lynn Craig, FAIA, RIBA, Director of Architect Relations for the School of Design and Building at Clemson University, is reviewing/critiquing Division 5 of the draft Community Development Code. Dr. Craig will attend the September 25, 2013 meeting of the Joint Review Committee of the Community Development Code.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Rodman, seconded by Ms. Von Harten, that Council go immediately into executive session for the purpose of receiving information regarding matters relating to negotiations incident to proposed contractual arrangements and proposed purchase of property. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

Mr. Vaux left the room and was not present for any of the discussion.

EXECUTIVE SESSION

Mr. Vaux reentered the room.

REGULAR SESSION

The regularly scheduled meeting of the County Council of Beaufort County was held at 5:00 p.m., Monday, September 23, 2013 in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stu Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, William McBride, Roberts “Tabor” Vaux and Laura Von Harten. Gerald Stewart absent. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

PLEDGE OF ALLEGIANCE

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

INVOCATION

Councilman Roberts “Tabor” Vaux gave the Invocation.

The Chairman called for a moment a silence in remembrance of Mr. Eric Montgomery who passed away on September 15, 2013. He was a retired United States Marine Corps Mayor. He was employed by the Beaufort County Board of Elections and Registration as an Elections Systems Coordinator for nearly 18 years. He was first employed with MIS as a Computer Technician. He took great pride in his work. Not only will he be missed by us, but also by the entire Election Community throughout the State of South Carolina.

The Chairman passed the gavel to the Vice Chairman in order to receive the administrative consent agenda.

ADMINISTRATIVE CONSENT AGENDA

Review of Proceedings of the Regular Meeting held September 9, 2013

This item comes before Council under the Administrative Consent Agenda.

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council approve the minutes of the regular meeting held September 9, 2013. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. ABSENT - Mr. Stewart. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

Review of Proceedings of the Special Meeting held September 16, 2013

This item comes before Council under the Administrative Consent Agenda.

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council approve the minutes of the special meeting held September 16, 2013. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. ABSENT - Mr. Stewart. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

County Administrator's and Deputy County Administrator's Two-Week Progress Reports

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from September 9, 2013 through September 20, 2013.

Mr. Bryan Hill, Deputy County Administrator, presented his Two-Week Progress Report, which summarized his activities from September 9, 2013 through September 20, 2013.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Community Services Committee

Parks and Leisure Services Board

Erac Priester

Mr. McBride, as Community Services Committee Chairman, nominated Mr. Erac Priester, representing southern Beaufort County, to serve as a member of the Parks and Leisure Services Board.

Natural Resources Committee

Southern Beaufort County Corridor Beautification Board

Andy Miller

Mr. Flewelling, as Natural Resources Committee Chairman, nominated Mr. Andy Miller, Town of Bluffton nominee, to serve as a member of the Southern Beaufort County Corridor Beautification Board.

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

PROCLAMATION

Archaeology Month

The Chairman proclaimed October 2013 as archaeology month in Beaufort County and encouraged citizens to obtain an awareness of the many archaeological resources in Beaufort County. Mrs. Grace Cordial, Historical Resources Coordinator, accepted the proclamation.

PUBLIC COMMENT

The Chairman recognized Ms. Melinda Welker, a resident of Callawassie Island, who spoke against the proposed trash transfer site and the detrimental, ecological effects it will have on our wildlife and marsh waters.

Mr. David Lawrence, a resident of Callawassie Island, said locating a trash transfer site will change the immediate area because of truck traffic.

Mr. Kevin Demeritt, a resident of Riverbend, spoke about the Graves property. He wants as much factual and meaningful information as possible. Only then can sound decisions be made regarding an environmental impact, zoning, density and other issues.

Mr. Perry White, a resident of Hilton Head Island, asked Council to help preserve the array of historic sites located near the Hilton Head Island Airport as well as freeze the size of the Airport to existing footprint.

Ms. Ann Ubelis, a resident of Lady's Island, stated since she moved here in 2003 her property tax has increased 200% while the value of her property has decreased. If the budget is down \$5.0 million, why is she paying more taxes.

Mrs. Mary Amonitti, a Hilton Head Island, questioned why we have three contracts for the Daufuskie Island ferry service. Will the park on Daufuskie Island include a pavilion, fan, and restroom? Is it possible to provide recycling bins at the County parks.

Mr. Parker Sutler, a resident of Okatie, is before Council because of the proposed trash transfer station on Chechessee Road. It is the wrong place to put a trash transfer station.

DEPUTY COUNTY ADMINISTRATOR'S REPORT

Monthly Budget Summary

Mr. Bryan Hill, Deputy County Administrator, presented the FY 2014 Budget actual year-to-date comparison for the period ending August 31, 2013 as well as the FY 2013 Budget actual year-to-date comparison for the period June 30, 2012.

CONSENT AGENDA

REQUEST FROM BLUFFTON PARK COMMUNITY OWNERS ASSOCIATION TO RELINQUISH OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF NINTH AVENUE, PIN OAK STREET AND RED CEDAR STREET

It was moved by Mr. Rodman, seconded by Mr. Dawson, that Council deny a request from Bluffton Park Community Owners Association to Beaufort County to relinquish ownership and maintenance responsibility of Ninth Avenue, Pin Oak Street and Red Cedar Street. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. ABSENT - Mr. Stewart. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

PUBLIC HEARING

AN ORDINANCE TO AMEND 2013/26, FY 2013-2014 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET, PROVIDING FOR A REDUCTION IN MILLAGE FROM 100.55 TO 97.45

The Chairman opened a public hearing beginning at 6:01 p.m. for the purpose of receiving public comment regarding an ordinance to amend 2013/26, FY 2013-2014 Beaufort County School District Budget, providing for a reduction in millage from 100.55 to 97.45. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:02 p.m.

It was moved by Mr. Rodman, as Finance Committee Chairman (no second required), that Council approve on third and final reading an ordinance to amend 2013/26, FY 2013-2014 Beaufort County School District Budget, providing for a reduction in millage from 100.55 to 97.45. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. ABSENT - Mr. Stewart. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

PUBLIC COMMENT

There were no requests to speak during public comment.

ADJOURNMENT

Council adjourned at 6:04 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST _____
Suzanne M. Rainey, Clerk to Council

Ratified:

DRAFT



Memorandum

DATE: October 11, 2013
TO: County Council
FROM: Gary Kubic, County Administrator *Gary Kubic*
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place September 23, 2013 through October 11, 2013:

September 23, 2013

- Community Services Committee meeting
- Caucus meeting
- County Council meeting

September 24, 2013

- Meeting with Thomas and Hutton representatives and staff re: SC Highway 170 issues
- Staff meeting re: Mapping /Bluffton Parkway Phase 5B
- Meeting with Beaufort Memorial Hospital representatives (Rick Toomey and Jeff White); Josh Gruber, County Attorney; and Allison Coppage, Assistant County Attorney re: Indigent care funding formula

September 25, 2013

- Meeting with Waste Management representatives and staff re: Hickory Hill landfill waste disposal contract
- Development Agreement Subcommittee of Natural Resources Committee
- County Joint Code Review Committee meeting

September 26, 2013

- Staff meeting re: Outstanding St. Helena Library punch list items

September 27, 2013

- PALS weekly meeting with Bryan Hill, Deputy County Administrator, and Scott Marshall, Director of Parks and Leisure Services

COUNTY COUNCIL

October 11, 2013

Page 2

- Staff meeting re: Library analysis
- Gullah Geechee Corridor meeting
- Meeting with Councilman Stu Rodman and Darryl Ferguson

September 30, 2013

- Employee orientation
- Meeting with Tony Criscitiello, Division-Director, Planning and Infrastructure re: Shooting range in northern Beaufort County
- Staff meeting: re: Spanish Wells- Jonesville property issues

October 1, 2013

- Meeting with Colin Kinton, Traffic and Transportation Engineer
- Meeting with Bryan Hill, Josh Gruber, Allison Coppage and Colin Kinton re: Woods Memorial bridge information system
- Staff meeting re: Digitized numeric tracking system for County Council correspondence / documents
- Meeting with Ward Edwards representatives and staff

October 2, 2013

- Staff meeting re: LCOG performance
- Meeting with Steve Riley, Town Manager of Hilton Head Island, and Windmill Harbour representatives re: Status of the Barrier Wall at Hilton Head Island Airport
- Conference call with Town of Hilton Head Island representatives and Lisa Thorburn of Thorburn Associates re: Airport sound wall

October 3, 2013

- Staff meeting re: Jury selection preparations / temporary parking / court case
- Meeting with Alicia Holland, Interim Chief Financial Officer, re: Bond sizing / Beaufort Memorial Hospital indigent funding

October 4, 2013

- Department Head meeting (selected staff) re: Jury Selection preparations / temporary parking / court case

October 7, 2013

- Employee orientation

COUNTY COUNCIL

October 11, 2013

Page 3

- Meeting to discuss Bluffton Gateway Project - Highway 278 at Highway 46
- Development Agreement Subcommittee of Natural Resources Committee - Bluffton Gateway
- Development Agreement Subcommittee of Natural Resources Committee - Graves Property
- Oath of Office for Councilman-elect Steven Fobes
- Natural Resources Committee meeting
- Governmental Committee meeting

October 8, 2013

- Agenda review with Chairman, Vice Chairman and Executive Staff re: October 14, 2013 Council meeting agenda
- Meeting with Tony Criscitiello, Division Director of Planning and Development, Doug Kahn and Greg Palmer re: Shooting range in Northern Beaufort County
- Follow-up staff meeting re: Bluffton Parkway Phase 5B / mapping
- Staff meeting re: Solid waste disposal discussion

October 9, 2013

- Meeting with Berkeley Hall representatives
- County Joint Code Review Committee meeting (unable to attend due to scheduling conflict)

October 10, 2013

- Conference call with Allen Ward of Ward Edwards
- Tour of Coastal Community Development Corporation (CDC) processing facility
- Follow-up meeting with Darryl Ferguson and Councilman Stu Rodman

October 11, 2013

- PALS weekly meeting with Scott Marshall and Bryan Hill
- Board of the Family and Community Leaders meeting
- Conference call re: Janitorial services contract
- Meeting with County Attorney Josh Gruber re: Waste Management options



Memorandum

DATE: October 11, 2013
TO: County Council
FROM: Bryan Hill, Deputy County Administrator *BHill*
SUBJECT: Deputy County Administrator's Progress Report

The following is a summary of activities that took place September 23, 2013 through October 11, 2013:

September 23, 2013 (Monday):

- Attend Google ME/Coordinate Presentation
- Prepare for County Council and Community Services Committee Meetings
- Community Services Committee Meeting
- County Council at HHI Library

September 24, 2013 (Tuesday):

- Meet with Joshua Gruber, County Attorney
- Attend Hwy. 170/Thomas & Hutton Status Meeting
- Meet with Alicia Holland, Interim CFO

September 25, 2013 (Wednesday):

- Meet with Gary Kubic, County Administrator to discuss Senior Services of Beaufort Funding
- Attend Meeting to Discuss Hickory Hill Landfill Waste Disposal Contract with Waste Management Representatives
- Bluffton P.M. Hours

September 26, 2013 (Thursday):

- Meet with Scott Marshall, PALS Director re: Buckwalter Recreation Improvements
- Meet with Rob McFee, Engineering & Infrastructure
- Attend St. Helena Library Meeting re: Outstanding Punchlist Items
- Meet with Alicia Holland, Interim CFO, Morris Campbell, Community Services Director and Auditors re: Grants and Facility Loans

September 27, 2013 (Friday):

- Pick up Check from Hargray Communications
- Meet with Scott Marshall, PALS Director, and Gary Kubic, County Administrator re: Status
- Attend Meeting to Discuss Library Analysis
- Meet with Bill Neill, Sheriff's Office, and Alicia Holland, Interim CFO re: Sheriff Software Purchase

September 30, 2013 (Monday)--Bluffton:

- Work on Reorganization
- Bluffton Hours P.M.

October 1, 2013 (Tuesday):

- Attend Woods Memorial Bridge Information Systems Meeting
- Attend Digitized Numeric Tracking System for Documents Meeting
- Attend United Way October Board Meeting
- Bluffton Hours P.M.

October 2, 2013 (Wednesday):

- Attend Meeting to discuss LCOG Performance
- Attend Meeting to discuss Communications Center
- Bluffton Hours P.M.
- Attend Sun City Reception - Community Recognition

October 3, 2013 (Thursday):

- Meet with Gary Kubic, County Administrator
- Meet with Gary Kubic, County Administrator, and Joshua Gruber, County Attorney
- Meet with Chief Kline, Lady's Island Fire Chief
- Attend Logistics Meeting
- Meet with Alicia Holland, Interim CFO re: Hwy. SC 170 Budget Numbers
- Conference call meeting with Gary Kubic, County Administrator and Alicia Holland, Interim CFO re: Bond Sizing and Beaufort Memorial Hospital Indigent Funding

October 4, 2013 (Friday):

- PLD

October 7, 2013 (Monday):

- DA Meeting
- Meet with Monica Spells, Compliance Officer
- Meet with Phil Foot, Public Safety Director
- Attend Natural Resources Committee Meeting
- Attend Governmental Committee Meeting

October 8, 2013 (Tuesday):

- Agenda Review
- Meet with Monica Spells, Compliance Officer re: Procurement Issues
- Meet with Douglas Henderson, Treasurer
- Attend Meeting to Discuss Waste Management Response

October 9, 2013 (Wednesday)--Bluffton:

- Meet with Marc Orlando, Town of Bluffton
- Bluffton Hours P.M.

October 10, 2013 (Thursday):

- Attend Federal Courthouse Building Meeting
- Bluffton Hours P.M.

October 11, 2013 (Friday)--Bluffton:

- Bluffton Hours

OFFICE OF THE COUNTY ADMINISTRATOR
COUNTY COUNCIL OF BEAUFORT COUNTY

GARY T. KUBIC
COUNTY ADMINISTRATOR


CHERYL HARRIS
EXECUTIVE ASSISTANT

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2026
FAX: (843) 255-9403
www.bcgov.net

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
STAFF ATTORNEY

TO: County Council

VIA: Bryan Hill, Deputy County Administrator 

FROM: Robert McFee, Engineering & Infrastructure

SUBJECT: Updated Construction Project List

DATE: October 9, 2013

Please find attached a brief summary detailing five (5) ongoing County construction and/or road projects. Each project description includes:

- Contractor Name
- Construction Cost and CEI
- Project Status
- Completion Date
- Brief Narrative

If you have any questions, please feel free to contact Rob Mcfee.

PROJECTS UPDATE

Project - Bluffton Parkway Phase 5A	Construction of approx. 4,200 feet of bridge and 4,500 feet of roadway improvements connecting US 278 and Bluffton Parkway east of the Moss Creek Intersection.
Contractor	R.R. Dawson Bridge Company
Construction Management	F & ME
Construction Cost + CEI	\$40,552,564.00
Project Status	16% Complete. On Schedule
Completion Date	October 2015
Narrative	Construction casings and marsh access has been installed between Bluffton Parkway and Fording Island Road Extension. Rebar cages are being fabricated for installation in the drill shafts. Drill shaft mobilization has begun. Drilling for the drill shafts, installation for the rebar cage and pouring concrete is tentatively scheduled to start on October 14th. Roadway work on US 278 and Bluffton Parkway Extension is tentatively scheduled to start on October 23rd.

Project - SC 170 Widening	Widening of SC 170 from SC 46 to US278 (approx. 4.9 miles) Improvements include multi use path, signalization and raised median to preserve trees.
Contractor	Cleland Construction of Ridgeland
Construction Management	Infrastructure Consulting & Engineering (ICE)
Construction Cost + CEI	\$17,029,686
Project Status	15% Complete. Approx. 40% behind schedule due to weather related delays.
Completion Date	May 2014
Narrative	Overall utility relocations 85% complete. Contractor hauling material to project and starting on opening up another borrow pit. Sediment basins are complete. (ROW, Utility Relocation, Permitting and Design not included in the above cost).

Project - US 278 Roadway Construction	Widening of a total of 4.8 miles of US 278 including the bridges over Okatie River
Contractor	APAC Southeast, Savannah GA
Construction Cost	\$23,637,119.00
Project Status	93% Complete. On schedule
Completion Date	November 2013
Narrative	Bridge complete. Final asphalt placement underway.

Project - Courthouse Renovation	Removal of failed exterior finish, roof and all exterior doors/windows. New brick exterior with cast stone elements and standing seam metal roof will replace existing components. Rear balcony and main entry will be enclosed adding approx. 6,000 square feet of new office space. Detention Center Admin. roof and façade replacement is included in this contract.
Contractor	Fraser Construction Company, Bluffton , SC
Construction Cost + CEI	\$14,031.00
Project Status	93% Complete. On schedule
Completion Date	November 2013
Narrative	Rear roof framing and decking is nearing completion. Brick veneer is nearly complete. Interior framing and mechanical rough in continues on the remainder of the building.

Project - Coroner's Office Renovations	Major demolition, renovations and small additions including two separate buildings attached by a covered walk. One building shall be office space and the other building will be the morgue. The buildings are made of wood with brick veneer, and brick veneer. All roofs are existing wood trusses.
Contractor	Beaufort Construction Company
Construction Cost	\$851,301.00
Project Status	90% Complete. On schedule
Completion Date	December 2013
Narrative	Exterior complete. Interior is painted. Permanent power is on with a/c running to acclimate the building for flooring. Morgue equipment and generator are scheduled for the next couple of weeks. Mechanical trim out and site plantings remain.

**Committee Reports
October 14, 2013**

A. COMMITTEES REPORTING

1. Community Services

① Parks and Leisure Services Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
09.23.13	Erac Priester	Southern Beaufort County	Appoint	6 of 11 (1 st term)

2. Natural Resources

① Southern Beaufort County Corridor Beautification Board

- According to the enabling legislation, county ordinance 2013/12, Section 2.252(h), Composition, “One member nominated by the Town of Bluffton for appointment by County Council.”

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
09.23.13	Andy Miller	Town of Bluffton nominee	Appoint	6 of 11 (1 st term)

B. COMMITTEE MEETINGS

1. Community Services

William McBride, Chairman

Tabor Vaux, Vice Chairman

➔ Next Meeting – Monday October 28 at 2:00 p.m., Bluffton Branch Library

2. Executive

Paul Sommerville, Chairman

➔ Next Meeting – Monday, December 9 at 2:00 p.m., ECR

3. Finance

Stu Rodman, Chairman

Rick Caporale, Vice Chairman

➔ Next Meeting – Monday, October 21 at 2:00 p.m., BIV

4. Governmental

Jerry Stewart, Chairman

Laura Von Harten, Vice Chairman

➔ Next Meeting – Tuesday, November 5 at 4:00 p.m., ECR

5. Natural Resources

Brian Flewelling, Chairman

Cynthia Bensch, Vice Chairman

➔ Next Meeting – Tuesday, November 5 at 2:00 p.m., ECR

6. Public Facilities

Gerald Dawson, Chairman

Steve Fobes, Vice Chairman

➔ Next Meeting – Monday, October 21 at 4:00 p.m., BIV

7. Transportation Advisory Group

Paul Sommerville, Chairman

➔ Next Meeting – To be announced.

TEXT AMENDMENTS TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO: ARTICLE XII. SUBDIVISION DESIGN, DIVISION 3— TYPES OF SUBDIVISIONS; ARTICLE XIII. SUBDIVISION AND LAND DEVELOPMENT STANDARDS, DIVISION 2—STREET STANDARDS; AND ARTICLE XV. SIGNS, DIVISION 2—STANDARDS (ADDS ADDITIONAL REQUIREMENTS FOR SUBDIVISIONS, STREET DESIGNS AND SIGNS).

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

Adopted this day of _____, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

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

Article XII. Subdivision Design

Division 3. Types of Subdivisions

- Sec. 106-2536. Scope.
- Sec. 106-2537. Major Subdivision.
- Sec. 106-2538. Minor Subdivision.
- Sec. 106-2539. Rural small lot subdivision.
- Sec. 106-2540. Commercial subdivision.
- Secs. 106-2540~~1~~-106-2565. Reserved

Sec. 106-2536. Scope.

There are ~~three~~ four types of subdivision permitted under this chapter: major, minor, ~~and~~ rural small lot, and commercial. Refer to article III of this chapter regarding review procedures for ~~major or minor~~ subdivisions.

Sec. 106-2540. Commercial Subdivision.

(a) Commercial subdivisions are land developments that include master planning and subdividing into two or more lots any tract or parcel of land located in commercial regional, commercial suburban, research and development, light industry, and industrial park districts. These subdivisions are limited to commercial and/or industrial uses only. This type of subdivision includes all of the following:

- (1) Separate ownership of lots, coupled with undivided interest in common property;
- (2) Restrictive land use covenants or easements that govern use of both the common area and separate ownership interests; and
- (3) Management of common property and enforcement of restrictions by a property owners' association.

(b) A master development plan for the commercial subdivision, which shall show buildout of the project, including proposed lots and outparcels, shall be submitted for Conceptual Development Plan review and approval by the DRT. The master development plan shall be accompanied by a traffic impact analysis (TIA) and include a master signage plan depicting signage to be used by the owners of lots in the commercial subdivision.

(c) Commercial subdivisions shall be subject to restrictive land use covenants or easements, which provide for the installation, maintenance, and shared use of infrastructure and common areas among the lots depicted in a commercial subdivision master development plan. Such restrictive covenants or easements shall provide for shared access, ingress, egress, parking, common area ownership and maintenance, utility and stormwater infrastructure, signage in accordance with the master signage plan and landscaping among the lots in the commercial subdivision. Said restrictive land use covenants or easements shall comply with the ZDSO

and shall be recorded concurrent with the sale or transfer of any lot within the commercial subdivision.

- (d) Except for outparcels, unless such outparcels are shown and included in the master development plan, individual lots within a commercial subdivision are exempt from the open space and density, lot and building intensity, and bufferyard and landscaping standards of Article VI; the site capacity and resource protection standards in Article VII, except for tree protection and removal; and parking standards in Article XIII. The intent being that the commercial development will meet these standards as a whole during review of the master development plan, and that subsequent to subdivision, the lots depicted in the master development plan for a commercial subdivision shall be used and shall operate together as a single master planned development. Where applicable; however, individual lots within a commercial subdivision shall meet the Corridor Overlay District Guidelines in Appendix B, except that perimeter buffer requirements (see Appendix B, Sec. 5.A.2.d) shall not apply between individual lots in the commercial subdivision.
- (e) Amendments to the commercial subdivision, including but not limited to the size, dimension and number of lots depicted therein, shall be approved by the DRT.
- (f) The original developer of a commercial subdivision may or may not actually develop the entire project to completion. As a special exception to the subdivision process outlined in this Chapter, the developer of a commercial subdivision may sell or transfer ownership of lots within the commercial subdivision in accordance with the following procedures and provisions:

 - (1) Prior to the sale or transfer of lots, the developer shall build any necessary off-site improvements for the development, including those identified in the traffic impact analysis (TIA), water/sewer extensions to the site, etc., or the developer may elect to provide surety in the amount of 125% of the cost estimates for such improvements in accordance with Article XIII, Division 7 (Performance Guarantees).
 - (2) Property covenants and restrictions (see subsection (c) above), must accompany the sale or transfer of any lot within the commercial subdivision restricting the new owner to the development shown on the approved master development plan;
 - (3) The developer shall submit to the ZDA a sworn affidavit from the prospective purchaser of a lot wherein the purchaser waives his or her right to the guarantee of the installation of required improvements afforded through this Chapter for the subdivision of land, and further states that he or she understands that a final development plan application must be submitted and approved, and a development permit issued by the County in accordance with the procedures in Article III (Administrative Procedures) prior to commencement of any development on the lot;
 - (4) The developer shall submit a plat for certification for recording to the ZDA and subsequently record such plat prior to sale or transfer of any lot in the commercial subdivision.

Article XIII. Subdivision and Land Development Standards

Division 2. Street Standards

Sec. 106-2796. Access.

(a) *Access to county, state and federal thoroughfares.* In subdivisions, access to county, state, and federal thoroughfares shall be provided as follows:

- (1) Street, driveway, or other access separation along county, state, and federal highways shall be in accordance with the SCDOT, "Access and Roadside Management Standards," and county-approved access management plans. In no event, however, shall individual driveways and nonresidential curb cuts be permitted at spacing less than follows:
 - a. Major arterial road (divided four-lane): 1,500 feet.
 - b. Arterial road (two-lane): 800 feet.
 - c. Collector road and all others: 400 feet.
- (2) Where existing conditions warrant, individual driveways and nonresidential curb cut spacing described in subsection(a)(1) above may be varied by the Beaufort County Traffic Engineer to provide essential site access where supported by an approved traffic impact analysis.
- (~~23~~) If a road can be provided for lots (parcels), they shall be required, rather than permitting the stripping of lots (parcels) along the road frontage with individual and direct access to the roadway. The rural subdivision (subdivision II of division 4 of articles Xii of this chapter) is specifically designed to eliminate stripping of lots. If a property cannot be provided access through adjoining properties, a temporary access may be permitted as provided in subsection (b) of this section.
- (~~34~~) Where a new internal road cannot be provided due to the depth and/or configuration of a parcel, lots (parcels) created along public road rights-of-way shall utilize shared access drives to meet the separation standards in subsection (1).
- (~~45~~) Where lots (parcels) within a major subdivision are created along unpaved public road rights-of-way, the developer shall be required to either pave the portion of the road that fronts the lots per county standards or provide in escrow to the county an amount equal to the paving of that portion of the road.

(Note: The remainder of Sec. 106-2796 is unaffected.)

Article XV. Signs

Division 2. Standards

- Sec. 106-3171. General sign requirements.
- Sec. 106-3172. On-premises signs.
- Sec. 106-3173. Shopping centers, commercial subdivisions or multiple-tenant buildings.
- Sec. 106-3174. Off-premises signs.
- Sec. 106-3175. Illumination.
- Sec. 106-3176. Signage requirements for corridor overlay district.
- Secs. 106-3177-106-3205. Reserved

Sec. 106-3173. Shopping centers, commercial subdivisions or multiple-tenant buildings.

(a) *Identification sign.* Shopping centers, commercial subdivisions, malls and multiple-tenant buildings may erect either one 80-square-foot freestanding ground sign, which may be used as an identification sign, directory listing, or combination thereof, on each street or highway frontage except where the frontage exceeds 500 feet. An additional sign may be allowed provided it does not exceed 80 square feet in area, and the total area of all freestanding signs do not exceed the maximum allowable area as specified in subsection (b) of this section.

(b) *Total maximum allowable area.* The total maximum allowable area shall be as follows:

- (1) For shopping centers, commercial subdivisions, and/or multiple-tenant buildings fronting on one street or highway, the maximum total freestanding area is 160 square feet.
- (2) For shopping centers, commercial subdivisions, and/or multiple-tenant buildings fronting on two streets or highways, the maximum total freestanding area is 240 square feet.
- (3) Individual businesses within a shopping center, commercial subdivision and/or multiple-tenant building may erect wall and/or projecting signs consistent with section 106-3172.
- (4) Individual businesses within a complex and individual lots within a commercial subdivision (excluding outparcels) shall not be allowed to have separate freestanding signs.

Sec. 106-3174. Off-premises signs.

(a) *Generally.* Standards for off-premises signs are as follows:

- (1) Except for commercial subdivisions subject to the provisions of section 106-3173, and except as provided for in subsections (a)(7) and (8) of this section, all commercial, off-premises signs are banned in the areas of the county to which this chapter applies.

(Note: The remainder of Sec. 106-3174 is unaffected.)

2013 /

AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND JAZ 278, LLC, A GEORGIA LIMITED LIABILITY COMPANY AUTHORIZED TO CONDUCT BUSINESS IN SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED.

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

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

NOW, THEREFORE, in consideration and pursuant to Section 6-31-10, of the *Code of Laws of South Carolina*, 1976, as amended, Beaufort County Council herein adopts this Ordinance, which is necessary to provide the authority to execute a Development Agreement with Jaz 278, LLC, a Georgia Limited Liability Company authorized to conduct business in South Carolina.

Adopted this _____ day of _____, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

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

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

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

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

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

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

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

WHEREAS, Owner desires to modify certain aspects of the ZDSO (hereinafter defined), as more particularly described herein, to provide for and achieve the successful development of Bluffton Gateway pursuant to and as shown in a development plan (the “Development Plan”) to be approved in accordance with the ZDSO; and

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

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

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

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

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

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

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

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

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

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

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

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

I. INCORPORATION.

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

II. DEFINITIONS.

As used herein, the following terms mean:

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

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

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

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

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

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

“Development Plan” means that certain site development plan for the Property, and related material and exhibits, depicting proposed lots, buildings and other infrastructure for the Property’s proposed development, which are entitled “Development Plan”, and which have been reviewed and approved by the County in conjunction with the approval of this Development Agreement, which Development Plan is attached hereto as Exhibit “B” and made a part hereof.

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

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

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

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

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

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

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

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

“USACE” means United States Army Corps of Engineers.

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

III. TERM.

The Term of this Agreement shall commence on the Effective Date and terminate five (5) years thereafter; or, if renewed, at the end of two (2) additional five (5) year periods. During the Term, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances which would affect the ability of Owner to carry out the development contemplated in this Development Agreement. Further, at the end of the second five (5) year period, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances if Owner shall have achieved Substantial Development. “Substantial Development” shall mean (i) the conveyance by Owner of any right-of-way to Beaufort County pursuant to the terms of Article XI of this Agreement, or (ii) the construction (being completed or under construction) of not less than twenty-five percent (25%) of the total commercial building area on the Property as shown and depicted on the Development Plan.

IV. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with this Development Agreement. Beaufort County shall, throughout the Term, use its best efforts to maintain or cause to be maintained, a procedure for the

expedited administrative processing and review of all Development on the Property as contemplated by the Development Agreement. All costs charged by or to Beaufort County for such reviews shall be paid by Owner or Developer, as applicable.

V. CHANGES TO THE ZDSO.

Any amendment or modification to the ZDSO, including any new or successor zoning and development standards ordinances adopted by Beaufort County, shall not be applicable to the Property without the express prior written consent of Owner; provided, however, Beaufort County may apply such subsequently adopted laws to the Development if it holds a public hearing and it is determined that the subsequently adopted laws are: (a) not in conflict with laws governing this Agreement and do not prevent the Development contemplated in this Agreement; (b) essential to public health, safety or welfare, and the subsequently adopted laws expressly state that they apply to the Development of the Property; (c) specifically anticipated and provided for in the Development Agreement; (d) Beaufort County demonstrates that substantial changes have occurred to pertinent conditions regarding the Property existing as of the Effective Date and if not addressed by Beaufort County would pose a serious health risk to the public health, safety and welfare of its citizens; or (e) the Development Agreement is based on substantially inaccurate information supplied by Owner. Owner does, for itself and its successors and assigns, and notwithstanding the ZDSO, agrees to be bound by the following:

- A.** Owner shall be required to notify Beaufort County, in writing, as and when Development Rights are transferred to any Developer. Such information shall include the identity and address of the acquiring party, a proper contact individual, and the location and number of acres of the Property for which Development Rights are being transferred. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be subject to the requirements of Article XVIII G.

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

VI. DEVELOPMENT SCHEDULE.

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

VII. COMMERCIAL DENSITY AND USE.

- A. Commercial Density.** Development on the Property shall be limited to a maximum of 350,000 commercial square feet. Any subsequent development on the Property of additional commercial square footage resulting in an increase of more than 50 additional daily trips, shall require an updated traffic impact analysis and an amendment to the Development Agreement in accordance with Article XV. The right to fully develop or construct all of the commercial density provided herein shall be binding on Owner and the County. It being specifically understood that Owner, its successors and assigns shall have the absolute right to develop the Property to the commercial square feet of density stated herein. Owner shall have the right to make revisions to the Development Plan for matters including, but not limited to, adjustments to the dimensions of lots and buildings so long as the same are in keeping with the character and intent of the Development Agreement Ordinance and shall be administered and approved by the DRT.
- B. Use.** The Development Plan suggests proposed land uses within the Property. The specific uses allowed for the Property shall be all those uses allowed under the Commercial Regional zoning category provided in the ZDSO as of the Effective Date of this Agreement.

VIII. ACCESS.

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

IX. EFFECT OF FUTURE LAWS.

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

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

X. INFRASTRUCTURE AND SERVICES.

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

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

B. Public Roads.

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

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

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

E. Stormwater Treatment and Disposal. Stormwater treatment and disposal shall be in accordance with the ZDSO.

F. Other Services / Future Agreements. Development within the Property shall be served and entitled to any and all Beaufort County services, such as fire protection and police protection, provided to other property within Beaufort County, with the understanding that the Property, except as otherwise herein provided, shall be subject to all Beaufort County taxes of universal application, as well as any special service district taxes which may apply to all other existing properties and development within the area, such as Fire District millage

rates. Normal service shall be considered vested as a matter of right within this Property, on the same basis as all other property in Beaufort County.

XI. SYSTEM IMPROVEMENTS, CONVEYANCES, CREDITS AND CONTRIBUTIONS.

The following items are hereby agreed upon by the parties to be provided:

A. Rights-of-Way.

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

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

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

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

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

Together with credits for other system improvements, Owner and Developer(s) shall be entitled to credits for any and all Development Fees which may become payable with respect to the Property up to the total amount of the Sheridan Park/U.S. 278 Connector Road Value. Beaufort County agrees that it shall use best efforts to obtain property for and complete construction of portions of the right-of-way not located on the Property which connect to the Sheridan Park/U.S. 278 Connector Road to the west. The conveyance of the document which conveys title to the Sheridan Park/U.S. 278 Connector Road shall be subject to a restrictive covenant that prohibits the use of the Sheridan Park/U.S. 278 Connector Road for any use other than for a right-of-way.

(iii) **Conveyances.** The portions of the Southern Connector Road and the Sheridan Park/U.S. 278 Connector Road located on the Property (collectively sometimes referred to herein as the “Road Rights-of-Way”) shall be conveyed to Beaufort County by fee simple title and shall be subject to all matters of record and the restrictive covenants described herein on or after the date on which the adoption of the Development Plan and this Development Agreement become final and

unappealable (or if appealed such appeal has been resolved in a manner satisfactory to Owner in its sole discretion).

B. Road Facilities Improvements – Design and Construction.

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

- (ii) **S.C. Highway 46 Intersection.** The Development Plan contemplates improvements to S.C. Highway 46, including construction of a fully signalized intersection. The value of the credit for the construction of road improvements to the S.C. Highway 46 Intersection shall be equal to the cost based on complete engineering drawings, specifications, and actual construction costs or estimates submitted by Owner to the County. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner alternative engineering or construction cost estimates. If the alternative engineering or construction cost estimates submitted by the County are deemed by Owner to be inaccurate or unreliable, a third party engineer, acceptable in the reasonable

discretion of both the County and Owner, shall be hired at Owner's and County's shared expense to develop alternative engineering or construction cost estimates (the "S.C. Highway 46 Intersection Improvement Value"). Owner and Developer(s) shall be entitled to credits against Development Fees based on the cost of the design, engineering and construction of the S.C. Highway 46 Intersection, which may be payable with respect to the Property up to the total amount of the S.C. Highway 46 Intersection Improvement Value.

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

- C. **Public/Private Signage.** Owner shall construct a monument sign feature for Beaufort County and/or the Town of Bluffton upon the Property described as Icon/Monument Sign as shown in the plan attached hereto as **Exhibit "G"** and made a part hereof (the "Icon/Monument Sign Plan"). The Icon/Monument Sign Plan has been approved in conjunction with the approval of the Sign Master Plan and this Development Agreement. The signage allowed to Owner on the Icon/Monument Sign shall be allocated from and reduce the maximum freestanding sign area on the freestanding project signs for the Development.

- D. Brownfield Voluntary Cleanup Exemption.** The County agrees that upon the issuance of the DHEC Certificate of Completion for the Brownfield Voluntary Cleanup Program, it shall authorize and approve by resolution the exemption of the Property from ad valorem taxes for the period of time described in accordance with Section 12-37-220 (44) of the South Carolina Code of Laws. The dollar amount of the exemption shall be limited to the actual cost of the Brownfield Voluntary Cleanup Program, which cost shall include but not be limited to Owner's legal, engineering and environmental consultants' costs and fees, as well as the actual cost of construction, remediation and testing required to obtain the DHEC Certificate of Completion.
- E. U.S. Highway 278 Beautification Fee.** Owner agrees to a payment of a U.S. Highway 278 beautification fee in an amount equal to the annual cost to maintain the U.S. Highway 278 Right-of-Way landscaping fronting the Property for six (6) years.
- F. No Other Requirement.** Except with respect to the dedications and/or conveyances of the properties referred to in this Article XI, no other dedications or conveyances of lands for public facilities shall be required in connection with the Development of the Property.
- G. Development Fees.**
- (i) Beaufort County acknowledges that in partial consideration of the conveyance of the Rights-of-Way and the cost of the Road Facilities Improvements thereon as described in Article XI A and XI B herein (collectively herein the "System Improvements") and notwithstanding any provision to the contrary contained within this Agreement, Owner shall receive a credit against the cost of any and all Development Fees up to the total value of the System Improvements.
 - (ii) Beaufort County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction permit and not otherwise contemplated hereunder.

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

XII. PERMITTING PROCEDURES.

- A.** Beaufort County agrees that Owner shall have the unlimited right to phase the development of the Property in accordance with the Development Schedule.
- B.** Beaufort County agrees to use its best efforts to review in an expeditious manner all land use changes, land development applications, plats and subdivisions in accordance with applicable ordinances as modified by this Agreement for the Development of the Property. Owner may submit these items for concurrent review with Beaufort County and other governmental authorities. If the off-site USACE permits for interconnecting roads are not in place prior to DRT final approval, then Owner may proceed with on-site construction of the Bluffton Gateway Commercial Center and provide a cash bond to insure construction of the Road Rights-of-Way once the USACE permits are obtained.
- C.** Signage for the Property shall be governed by a Sign Master Plan, which depicts two (2) monument signs at the signalized access points to the Property from S.C. Highway 46 and the access to U.S. Highway 278, respectively. Beaufort County acknowledges and agrees that Owner shall be permitted to construct up to four (4) monument signs, not to exceed the maximum combined total of 240 square feet, in accordance with Section 106-3173 of the ZDSO (subject to a pro rata reduction of sign area to be included on the Icon/Monument Sign), at the locations shown on the Sign Master Plan with size, color, design and architectural elements which are depicted in the Sign Master Plan attached hereto as **Exhibit “C”** and made a part hereof.
- D.** Beaufort County agrees that the Property is approved and fully vested for intensity, commercial density, Development Fees, uses and height, setbacks, parking and signage and shall not have any obligations for on or off site transportation or other facilities or improvements other than as specifically provided in Article XI of this Agreement, but shall adhere to the Development Plan and the Sign Master Plan. Beaufort County shall not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner shall have the right to challenge.

XIII. OWNER ENTITLEMENTS.

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

- A. Setbacks and Buffers.** Beaufort County agrees that the Property is vested and that the lot lines (which may be modified in accordance with Article VII A hereof), dimensions and location of setbacks and buffers shown and described in the Development Plan, as amended from time to time in accordance with this Agreement, are approved.
- B. Access.** Beaufort County hereby approves the location of traffic signals, and curb and median cuts for access to the Property as shown in the Development Plan, subject to SCDOT permitting and approval, if any.
- C. U.S. 278 and S.C. Highway 46 Buffer.** As depicted in the Development Plan, the fifty foot (50') buffer described and required by the ZDSO shall be modified to allow landscaping in a twenty-five foot (25') portion of the buffer in certain areas. Owner shall be authorized to and shall landscape and maintain the twenty-five foot (25') area between U.S. Highway 278, the S.C. Highway 46 Right-of-Way and the balance of the buffer. The intent being that the first twenty-five feet (25') of the fifty foot (50') buffer shall be landscaped and maintained. The second twenty-five foot (25') portion of the buffer shall be left as a buffer as described and contemplated in the ZDSO. The combined fifty foot (50') area shall have a natural buffer of twenty-five feet (25') and a landscaped lawn and planting area integrated with the architectural icon signage area of twenty-five feet (25') in width. Furthermore, and as depicted in the Development Plan, the buffer and setback along the southern boundary of the Property may be reduced to zero feet (0') in areas where the existence of drainage ditches or issues relating to the powerline utility infrastructure and access make the requirement of a buffer impractical. In such areas, the screening fence described in and shown in the Development Plan may be required.
- D. Signage.** Owner shall be entitled to all signage depicted and described in the Sign Master Plan.
- E. Danger Tree Fall Area.** Beaufort County acknowledges and agrees that any Development within the Powerline Easement Area shall be subject to restrictions on landscaping, which shall prohibit installation, planting or the existence of trees or structures that exceed certain

height limitations imposed by applicable utility companies and agencies with jurisdiction over the Powerline Easement Area.

- F. Other Services.** Beaufort County services, including, but not limited to, police, fire, and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within Beaufort County. In the event Owner requires enhanced services beyond that which is routinely provided within Beaufort County, then Beaufort County agrees that upon the written request of Owner, it shall negotiate in good faith with Owner to provide such enhanced services to the Property.
- G. Recycling.** Owner agrees to use its best efforts to require its tenants, purchasers, Developers or secondary Developers to maintain a recycling program on the Property consistent with Beaufort County law and fees regarding recycling. Solid waste collection shall be provided to the Property on the same basis as is provided to other residents and businesses within Beaufort County.
- H. Lawful Employment.** Owner and Beaufort County recognize the importance of having legal workers only performing construction and other work on the Property. Owner agrees to comply with current Beaufort County and State laws and use its best reasonable efforts to require all of its contractors and subcontractors to comply with the same.

XIV. DEFAULTS.

The failure of Owner or Beaufort County to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided however no termination of this Development Agreement may be declared by Beaufort County absent affording Owner and any applicable Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude Beaufort County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Development Agreement Ordinance or the ZDSO. Owner, or its designee, shall meet with Beaufort County, or its designee, at least once per year, at a time reasonably agreeable to the parties, during the Term of this Agreement to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. Owner, or its designee, shall be required to provide such information as may reasonably be requested, to include, but not be limited to, commercial square footage completed, and any relevant information regarding the Development.

This compliance review shall be in addition to, and not in lieu of, any other reporting or filing required by this Agreement, if any. If, as a result of a compliance review, Beaufort County determines that Owner has committed a material breach of the terms of this Development Agreement, Beaufort County shall serve such party in writing notice of such breach pursuant to the procedures set forth in Section 6-31-90 (B) of the Act, affording the breaching party the opportunity to respond as set forth in Section 6-31-90 (C) of said Act.

XV. MODIFICATION OF AGREEMENT.

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

XVI. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the tenth (10th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be addressed as follows:

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

With Copy To: Joshua A. Gruber, Esquire
 Beaufort County Legal Department
 P.O. Box 1228
 Beaufort, SC 29901-1228

And to Owner: Jaz 278, LLC
c/o Jaz Management, LLC
4060 Peachtree Road, D-287
Atlanta, GA 30319

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

XVII. ENFORCEMENT.

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

XVIII. GENERAL.

- A. Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Laws, or court decision, Owner and Beaufort County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Laws would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, Beaufort County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, Owner, and Beaufort County each shall have the right to challenge the New Laws preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.
- B. Estoppel Certificate.** Beaufort County and Owner may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:
- (i) that this Agreement is in full force and effect,

- (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
 - (iii) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
 - (iv) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.
- C. **Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among Beaufort County and Owner relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.
- D. **No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between Beaufort County and Owner or to render such party liable in any manner for the debts or obligations of another party.
- E. **Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.
- F. **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
- G. **Successors and Assigns.**
 - (i) **Binding Effect.** This Agreement shall be binding upon Owner's successors and assigns in the ownership or Development of any portion of the Property. Except for Owner's continuing obligation as specifically stated in Article XVIII G (ii) (1) and G (iii) below, a purchaser or a party acquiring title to any portion of the Property or a party to whom Owner assigns Development Rights with respect to any portion of the Property (herein collectively referred to as a "Transferee") shall, during the

Term of this Agreement, be solely responsible for the performance of Owner's obligations under this Development Agreement applicable to the portion of the Property transferred, or for which Development Rights are transferred. Each Transferee shall be required to execute a written acknowledgement assuming Owner's obligations under this Agreement, which are directly applicable to such portion of the Property. Such acknowledgment shall be in the form provided in **Exhibit "H"** attached hereto and made a part hereof (the "Notice of Transfer"), and provided to Beaufort County at the time of recording any instrument transferring title, and development rights, of the Property or any portion of the Property. This Section shall not be construed to prevent Owner from obtaining indemnification of liability to Beaufort County from Transferees. Except as specifically set forth in Article XVIII G (ii)(1) and G (iii) below, upon transfer to a Transferee, Owner shall be released of all obligations assumed by such Transferee.

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

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

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

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

(iii) **Transfer of any Portion of the Property.** Owner shall have the right and the obligation to transfer the rights-of-way in accordance with Article XI hereof. Owner shall also have the right to transfer any portion of the Property to a Transferee in accordance with the requirements for transfer described for Article XVIII G (ii); provided however, upon any such transfer of a portion of the Property Owner shall (i) continue to be liable for Owner's Obligations so long as Owner owns the Parent Parcel, (ii) delivers, or causes to be delivered, to County a Notice of Transfer together with the name, address, telephone number, facsimile number, and contact person for the Transferee, and (iii) the transfer to a Transferee shall be by a recordable instrument with a covenant running with the land expressly stating the precise number of commercial square footage of density being assigned to the Transferee, which assigned number shall reduce Owner's number of commercial square footage of density provided for herein.

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

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

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

- J. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.
- K. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.
- L. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict Beaufort County's right and power of eminent domain under the laws of the State of South Carolina.
- M. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by Beaufort County, Owner, Developers and Lessees. No other persons shall have any rights hereunder.
- N. **Attorneys' Fees and Costs.** Each party to this Agreement agrees to pay their own fees and costs incurred by them.

XIX. STATEMENT OF REQUIRED PROVISIONS.

- A. **Specific Statements.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:
 - (i) **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in Exhibit "A" attached hereto and made a part hereof. The present legal owner of the Property is Georgia McCulloch and PAHH Development, LLC.
 - (ii) **Duration of Agreement.** The duration of this Agreement is five (5) years unless extended pursuant to Article III hereof.

- (iii) **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development-related standards, are contained in the Development Agreement Ordinance.
- (iv) **Required Public Facilities.** The utility service available to the Property is described in Article X. The mandatory procedures of the Development Agreement Ordinance will ensure availability of public access and utilities to serve the Property.
- (v) **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** The Development Agreement Ordinance contains provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws shall be complied with, except as otherwise set forth herein and in the Development Plan.
- (vi) **Local Development Permits.** The Development standards for the Property shall be as set forth in the Development Agreement Ordinance. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Development Agreement Ordinance. Building Permits must be obtained under applicable law for any construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and the USACE, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided in the Development Agreement Ordinance.
- (vii) **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Development Agreement Ordinance, is consistent with the Comprehensive Plan and with current land use regulations of Beaufort County, South Carolina.
- (viii) **Terms for Public Health, Safety and Welfare.** The Council for Beaufort County finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of the Development Agreement Ordinance and existing laws.

- (ix) **Historical Structures.** No historical structures or features are present on the Property and therefore no specific terms relating to historical structures are pertinent to this Development Agreement.

[Signatures on following pages]

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

WITNESSES:

OWNER:

Jaz 278, LLC

By: Jaz Management, LLC
Its: Manager

By:
Its:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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

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

Notary Public for South Carolina
My Commission Expires: _____

(Affix Notary Seal)

EXHIBIT "A"

Property Description

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

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

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

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

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

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

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

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

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

EXHIBIT "B"

Development Plan

EXHIBIT "C"

Sign Master Plan

EXHIBIT "D"

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

EXHIBIT "E"
Development Schedule

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

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

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

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

EXHIBIT "F"

BJWSA Intent to Serve Letter

EXHIBIT "G"

Icon/Monument Sign Plan

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

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

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

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

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

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

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

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

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

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

And to Assignee: _____

With a Required Copy To: _____

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

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

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

[Reminder of page left intentionally blank.]

RESOLUTION NO. _____

A RESOLUTION OF BEAUFORT COUNTY COUNCIL RATIFYING CERTAIN ACTIONS AS ADOPTED BY BEAUFORT COUNTY COUNCIL COMMITTEES

WHEREAS, Beaufort County Council is a governing body vested with general powers as enumerated in Section 4-9-30 of the Code of Laws of South Carolina; and

WHEREAS, Beaufort County Council deemed it appropriate and necessary to organize itself into certain committees to address certain requests or tasks and to review and recommend action to the full Beaufort County Council; and

WHEREAS, certain motions and appointments recommended by the committees to Beaufort County Council contained minor procedural irregularities due to participation in various matters by non- committee members; and

WHEREAS, a review of Beaufort County Council Committee minutes shows that such procedural irregularities were not fatal to any motion or appointment; and

WHEREAS, in order to provide a clear and accurate legislative record it is deemed appropriate and necessary to ratify the actions of Beaufort County Council Committees thereby curing any perceived procedural errors;

NOW, THEREFORE, BE IT RESOLVED at a meeting duly assembled of Beaufort County Council that the following actions of various Beaufort County Council Committees and the appointments therefrom are hereby ratified as identified below:

1. On February 4, 2013, the Governmental Committee approved and recommended to Council a Petition of the Board of Fire Control of the Lady's Island – St. Helena Island Fire District calling for a public hearing pursuant to S.C. Code Ann. §6-11-430.

A non – committee member initiated the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

2. On February 4, 2013, the Governmental Committee approved and recommended to Council a resolution calling for a public hearing to be held on the issue of clarification and confirmation of the boundaries of the Lady's Island – St. Helena Island Fire District.

A non – committee member initiated the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

3. On February 4, 2013, the Governmental Committee approved and recommended to Council for approval on the first reading an ordinance providing clarification and confirmation of the boundaries of the Lady's Island – St. Helena Island Fire District, South Carolina.

A non – committee member initiated the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

4. On March 4, 2013, The Natural Resources Committee approved and recommended to Council the reappointment of Lynne Miller to the Northern Beaufort Corridor Review Board.

The Committee called the vote on the motion without a second. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

5. On March 4, 2013, The Natural Resources Committee approved and recommended to Council the appointment of Bob Bender to the Rural and Critical Lands Preservation Board.

The Committee called the vote on the motion without a second. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

6. On April 15, 2013, the Finance Committee approved and recommended to Council for approval on first reading an ordinance to amend the membership and composition of the Beaufort County Tax Equalization Board and to establish the term of service for such members.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

7. On April 15, 2013 the Public Facilities Committee approved and recommended to Council the appointment of Doug Novak to the Southern Beaufort Corridor Beautification Board as a representative for District 9.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

8. On April 15, 2013, The Public Facilities Committee approved and recommended to Council the appointment of Michael Brock to the Southern Corridor Beautification Board representing District 7.

The Committee called for a vote on the motion without a second. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

9. On April 22, 2013, The Community Services Committee approved and recommended to Council the appointment of Lynne Miller to the Library Board as a representative of District 7.

The Committee called for a vote on the motion without a second. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

10. On May 6, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$195,352.70 to L-3 Mobile Vision for the purchase of 41 in-car cameras for the Beaufort County Sheriff's Office.

The Committee called for a vote on the motion without a second. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

11. On May 6, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$32,326.56 to Savannah Communication for the purchase of lights, sirens and accessories for current and replacement law enforcement vehicles.

The Committee called for a vote on the motion without a second. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

12. On May 6, 2013, The Finance Committee approved and recommended to Council the purchase of one 2013 Ford XLT, 4x4 Super Cab F150 Truck from Vic Bailey Ford of Spartanburg, South Carolina in the amount of \$26,752.

The committee called the vote on the motion without a second. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

13. On May 6, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$25,8553.40 to Election Systems and Software Company of Omaha, Nebraska for the purchase of 12 refurbished voting terminal and equipment.

The committee called for a vote on the motion without a second. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

14. On September 9, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$481,278 to the Beaufort County Sheriff's Office for the purchase of twenty – one 2014 Dodge Chargers from Butler, Chrysler, Jeep Beaufort, South Carolina.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

15. On September 9, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$388,000 to Eastern Aviation for the Beaufort County Airport/ARW.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

16. On September 9, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$203,712 to New Venue Technologies, Inc., of Columbia, South Carolina for a Microsoft licensing contract renewal.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

17. On September 9, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$126,000 to Verizon Wireless, of Laurel Maryland for wireless communication services for Beaufort County.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

18. On September 9, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$110,532 to Talbert, Bright & Ellington, Columbia, South Carolina for Hilton Head Island Airport/HXD engineering design services for runway approach obstructions.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

19. On September 9, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$96,923 Talbert, Bright & Ellington, Columbia, South Carolina for Hilton Head Island Airport/HXD preliminary engineering services for runway approach obstructions.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

20. On September 9, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$60, 000 to Municipal Code Corporation (a sole source vendor), Tallahassee, Florida to provide codification services for County Council's Office.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

21. On September 9, 2013, The Finance Committee approved and recommended to Council to approve on first reading an ordinance to amend 2013/26, FY 2013-2014 Beaufort County School District Budget, providing for a reduction in millage from 100.55 to 97.45.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

22. On September 9, 2013, The Finance Committee approved and recommended to Council to approve Council award the 2014 accommodations (2% state) tax funds in an amount not to exceed \$500,000 to the following organizations: Art League of Hilton Head \$3,000, Arts Council of Beaufort County \$12,000, Arts Center of Coastal Carolina \$13,000, Beaufort Art Association \$1,750, Beaufort Film Festival \$13,500, Beaufort Regional Chamber of Commerce \$81,100, Beaufort County Black

Chamber of Commerce \$65,000, Beaufort Soil & Water Conservation District \$1,500, Hilton Head Island-Bluffton Chamber of Commerce/Visitors & Convention Bureau \$32,000, Bluffton Historical Preservation Society \$20,000, Carolina Cups \$3,000, Coastal Discovery Museum \$20,000, Daufuskie Island Historical Foundation \$1,500, Exchange Club of Beaufort/Child Abuse Prevention Association \$1,500, Experience Green \$6,000, Friends of Hunting Island State Park, Inc. \$25,000, Friends of the Spanish Moss Trail \$15,500, Greater Bluffton Chamber of Commerce \$5,000, Hilton Head Choral Society \$2,650, Hilton Head Island Concours d'Elegance, Inc. \$15,000, Hilton Head Symphony Orchestra \$6,000, Historic Beaufort Foundation \$5,000, Historic Bluffton Arts & Seafood Festival, Inc. \$5,000, Keep Beaufort County Beautiful \$2,000, Lowcountry Golf Course Owners Association \$15,000, Lowcountry & Resort Islands Tourism Commission \$25,000, Main Street Beaufort, USA \$25,000, Mitchelville Preservation Project, Inc. \$20,000, The Beaufort County Historical Society \$4,000, The Center for Service Leadership \$10,000, The Sandbox: An Interactive Children's Museum \$5,000, Penn Center, Inc. \$20,000 and Port Royal Sound Foundation \$20,000.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

23. On September 9, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$96,923 to Talbert, Bright & Ellington, Columbia, South Carolina for Hilton Head Island Airport/HXD for Tree Removal in relation to the issued FAA NOTAM for runway approach obstructions.

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

On September 9, 2013, The Finance Committee approved and recommended to Council a contract award in the amount of \$31,856.97 to Walker Brothers, Inc., Lexington, South Carolina to perform traffic signal revisions/upgrades

A non - committee member seconded the motion. The motion passed the committee unanimously; therefore, the Council ratifies the action taken by the committee as no fatal error occurred.

DONE this ____ day of _____, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

RESOLUTION: _____

A RESOLUTION OF BEAUFORT COUNTY COUNCIL FORMALLY ADOPTING THE BEAUFORT COUNTY COUNCIL RULES AND PROCEDURES AS ADOPTED ON APRIL 8, 1985 WITH SUBSEQUENT AMENDMENTS AND ADDING AN ADDITIONAL AMENDMENT.

WHEREAS, Beaufort County Council is a governing body vested with general powers as enumerated in Section 4-9-30 of the Code of Laws of South Carolina; and

WHEREAS, on April 8, 1985, Council informally adopted rules and guidelines to assist County Council, in conducting orderly and productive meetings; and

WHEREAS, on September 25, 1989; January 28, 1991; January 13, 1992; August 9, 1993; September 13, 1993; June 12, 1995; April 14, 1997; August 14, 2006; and October 25, 2010 amendments were informally adopted to the Council Rules and Procedures; and

WHEREAS, these rules shall apply to all meetings of County Council, including committee meetings, and to all boards and commissions for which the county council appoints the majority of the members; and

WHEREAS, County Council will refer to the Beaufort County Rules and Procedures as the primary resource in determining the intent and meaning of these Rules and in all cases not covered by these Rules, County Council shall be governed by such rules as are set out in the most recent edition of Robert's Rules of Order Newly Revised. Provided, however, that state and federal law shall take precedence over these Rules in all cases.

WHEREAS, Beaufort County Council may by resolution adopt and modify Council rules and procedures to assist in conducting efficient, orderly and productive meeting; and

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council that the Rules a Procedures informally adopted by Council on April 8, 1985 are hereby modified and adopted as described in Exhibit "A" attached hereto and incorporated by reference.

DONE this _____ day of _____, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

CHAPTER 4

ORDINANCES

Legislative actions of Council are called ordinances. An ordinance may be introduced by any member. Except for Emergency Ordinances (reference paragraph G) all ordinances must be read at three public meetings of Council on three separate days, with an interval not less than seven days between the second and third readings. When substantive modifications or amendments to an ordinance are proposed after the first reading, the Chairman may in his or her discretion remand the ordinance for an additional reading. All Council proceedings must be recorded, and ordinances adopted by Council must be compiled, indexed, codified, published, and made available to the public inspection at the Office of the Clerk to Council. §4-9-130. Public hearings or notice must be held in certain instances: adoption of standard codes or technical regulations and furnishing copies thereof, emergency ordinances.

ORDINANCE NO. _____

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

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

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

WHEREAS, Beaufort County Council now desires to further amend said Ordinance so as to exempt from the business license requirements those business that are currently engaged in agricultural, aquaculture and silviculture based activities; and

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

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

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

ARTICLE III. BUSINESS AND PROFESSIONAL LICENSES

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

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

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

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

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

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

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

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

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

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

[Sec. 18-56. Display and transfer.](#)

[Sec. 18-57. Inspections and audits.](#)

[Sec. 18-58. Assessments.](#)

[Sec. 18-59. Delinquent license fees taxes.](#)

[Sec. 18-60. Notices.](#)

[Sec. 18-61. Denial of license.](#)

[Sec. 18-62. Suspension or revocation of license.](#)

[Sec. 18-63. Appeals to county council.](#)

[Sec. 18-64. Confidentiality.](#)

[Sec. 18-65. Classification rates and schedules.](#)

[Sec. 18-66. Class 8 rates.](#)

[Sec. 18-67. Rate classification index.](#)

[Sec. 18-68. Rate schedule.](#)

[Sec. 18-69. Lawful employment.](#)

[Sec. 18-70. Applicability and effective date.](#)

[Sec. 18-71. Severability.](#)

Sec. 18-46. Purpose.

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

Sec. 18-47. Definitions.

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

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

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

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

County means the County of Beaufort, South Carolina.

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

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

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

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

Cross reference— Definitions generally, § 1-2.

Sec. 18-48. Administration.

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

Sec. 18-49. Violations.

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

Sec. 18-50. License required.

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

Sec. 18-51. License fee tax.

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

Sec. 18-52. Effective date.

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

Sec. 18-53. Registration required.

- (a) The owner, agent or legal representative of every business subject to this article, whether listed in the classification index or not, shall register the business and make application for a business license on or before May 31 of each year, except that a new business shall be required to have a business license prior to operation within the county. A license for a bar must be issued in the name of the individual who has been issued a state ABC license and will have actual control and management of the business.
- (b) Application shall be on a form provided by the license official which shall contain the social security number and/or the federal identification number, the South Carolina Retail License Number (if applicable), the business name as reported on the state income tax return, and all other information about the applicant and the business deemed necessary to carry out the purposes of this article by the license official. Applicants may be required to submit copies of state and federal income tax returns reflecting gross income figures.

- (c) The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported, or estimated for a new business, without any unauthorized deductions, and that all assessments and personal property taxes on business property due and payable to the county have been paid.
- (d) Insurance agents and brokers shall report the name of each insurance company for which a policy was issued and the total premiums collected for each company for each type of insurance coverage on a form approved by the license official. An insurance agent not employed by an insurance company, or employed by more than one company, shall be licensed as a broker.
- (e) Every business, which either acts as an agent, broker or representative for any other person or has contractual arrangements with persons who are acting as independent contractors for it shall supply the following information: name, address, telephone number and estimated payments or premiums due to that person. Such information shall be supplied upon the request of the license official and shall be a condition precedent to obtaining the license required under this article.
- (f) Elimination of commercial waste. On the business license application form, each business shall fully disclose its method of solid waste handling and shall present proof of such solid waste disposal before a license is granted.
- (g) No business license shall be issued until the applicant first submits documents necessary to establish compliance with Beaufort County Zoning Ordinance, Building Code, and other regulatory codes as adopted by Beaufort County Council.
- (h) Any person desiring to peddle goods anywhere in unincorporated Beaufort County must first meet all regulations pursuant to the provisions of S.C. Code 1976, § 40-41-10 and are also subject to being in compliance with the zoning and building codes.
- (i) Miscellaneous sales (antique malls, flea markets or leased space sales). Any person leasing space for the sale of merchandise from an established business shall be required to have a business license, whether or not the sales are made through a central cash register. Furthermore, it shall be the responsibility of the leasor of the spaces to advise the business license office of persons leasing space.

Sec. 18-54. Deductions and exemptions.

(a) No deductions from gross income shall be made, except income from business done wholly outside of the county jurisdiction on which a license ~~fee tax~~ is paid to another county or a municipality, or income which cannot be taxed pursuant to state law. The applicant shall have the burden to establish the right to a deduction by satisfactory records and proof. No person shall be exempt from the requirements of this article by reason of the lack of an established place of business within the county, unless exempted by state or federal law. The license official shall determine the appropriate classification and licensing for each business. No person shall be exempt from this article by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of the liability for the payment of any other tax by reason of the application of this article.

(b) The provisions of this article shall not extended to those businesses which are contained within NAICS Major Business Group 01: agriculture production; crops, or

Group 02: agriculture production; livestock and animal specialties, or Group 08: forestry, or Group 09: fishing, nor shall it apply to the manufacture or sale of sea island grass products, but shall extend and apply to vendors of every other class and kind of goods.

Sec. 18-55. False application unlawful.

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

Sec. 18-56. Display and transfer.

- (a) All persons shall display the license issued to them under this article on the original form provided by the license official, in a conspicuous place, in the business establishment, at the address shown on the license. A transient or nonresident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the county.
- (b) A change of address must be reported to the license official within ten days after removal of the business to a new location, and the license will be valid at the new address upon written notification of the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of ownership shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

Sec. 18-57. Inspections and audits.

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

for internal, confidential and official use by these governmental agencies and shall not be deemed public records.

Sec. 18-58. Assessments.

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

Sec. 18-59. Delinquent license ~~fees~~ taxes.

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

Sec. 18-60. Notices.

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

Sec. 18-61. Denial of license.

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

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

When the license official determines that:

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

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

Sec. 18-63. Appeals to county council.

- (a) Any person aggrieved by a final assessment, or a denial of a business license under this article by the license official may appeal the decision to county council by written request stating the reasons therefor filed with the license official within ten days after the payment of the assessment under protest or notice of denial is received.
- (b) An appeal or a hearing on revocation shall be held by county council within 30 days after receipt of a request for appeal or service of notice of suspension at a regular or special meeting of which the applicant or licensee has been given written notice. At the hearing all parties shall have the right to be represented by counsel, to present testimony and evidence and to cross examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by county council shall govern the hearing. The county council shall by majority vote of members present, render a written decision based on findings of fact and the application of the standards in this article which shall be served upon all parties or their representatives and shall be final unless appealed to a court of competent jurisdiction within ten days after service

- (c) No person shall be subject to prosecution for doing business without a license until the expiration of ten days after written notice of denial or revocation which is not appealed or until after final judgment of court upholding denial or revocation.

Sec. 18-64. Confidentiality.

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

Sec. 18-65. Classification rates and schedules.

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

Sec. 18-66. Class 8 rates.

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

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

- (1) For nonresident contractors, the total fee tax for the full amount of the contract shall be paid prior to issuing a building permit or commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee tax per \$1,000.00 of the contract amount shall be paid prior to commencement of new work. Only one base fee tax shall be paid in a calendar year. A trailer at the construction site, a home office or structure in which the contractor resides is not a permanent place of business under this article.
- (2) No contractor shall be issued a business license until all state and county qualification examinations and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job. In addition, each contractor shall furnish the license official with a list of all subcontractors furnishing labor or materials for each project.
- (3) Subcontractors shall be licensed on the same basis as general, prime or manager for the same job, and no deductions shall be made by a general or prime contractor or manager for value of work performed by subcontractors. General or prime contractors will be responsible and will pay for the business license of any subcontractor doing work on the project if the subcontractor is found to be operating without a county business license.

- (4) No contractor shall be issued a business license until all performance and indemnity bonds required by the county building code have been filed and approved. Zoning permits must be obtained when required by the county zoning ordinance codified in [Chapter 106](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

Inspections may be made on site during the sale.

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

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

63 Insurance companies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 18-67. Rate classification index.

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

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

NAICS	Rate Class 2 Business Group
01	Agricultural production, crops
02	Agricultural production, animals
20	Food and kindred products
22	Textile mill products
23	Apparel and other finished products from fabrics and similar materials
25	Furniture and fixtures
30	Rubber and miscellaneous plastic products

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

SIC	Rate Class 3 Business Group
07	Agricultural service
24	Lumber and wood products (except furniture)
26	Paper and allied products
29	Petroleum refining and related industries
36	Electrical and electronic machinery, equipment and supplies
42	Motor freight transportation and warehousing

44	Water transportation
45	Transportation by air
59	Miscellaneous retail (except vending machines, peddlers and pawnbrokers)
61	Credit agencies other than banks
75	Automotive repair, services and garages
78	Motion pictures
79	Amusement and recreation services (except motion pictures, amusement machines and carnivals)
89	Miscellaneous services

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

NAICS	Rate Class 5 Business Group
09	Fishing, hunting and trapping
14	Mining — Minerals
38	Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
41	Local and suburban transit and interurban highway passenger transportation
62	Security and commodity brokers, dealers — Exchanges and services
73	Business services

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

NAICS	Rate Class 7 Business Group
08	Forestry
10	Mining — Metals
21	Tobacco manufacture

46	Pipelines (except natural gas)
64	Insurance agents, brokers and service
65	Real estate
67	Holding and other investment offices
80	Health services
81	Legal services
82	Educational services
83	Social services
87	Engineering, accounting, research, management and related services

NAICS	Rate Class 8 Business Group
15, 16, 17	Contractors, construction, all types
40	Railroad companies
4121	Taxicabs
481	Telephone communication
491— 493	Electric and gas services
55	Automotive and motor vehicle dealers and farm machinery, retail (except auto supply store 553 and gasoline service stations 554)
5093	Junk and scrap dealers

5813	Drinking places (alcoholic beverages - License must be issued in the name of the individual who has been issued a state ABC license and will have actual control and management of the business)
5932	Pawnbrokers
5962	Vending machines (automatic merchandising)
5963	Peddlers, itinerant
63	Insurance companies
6411	Brokers for nonadmitted insurers
7993	Amusement machines, coin-operated
7999	Billiard or pool tables, all types
7999	Carnivals and circuses

Sec. 18-68. Rate schedule.

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

Business Class	Gross Revenue \$0—\$5,000 Minimum Fee-Tax	Rate per 1,000 or Fraction Thereof Over \$5,000 in Gross Revenue
Class 1	\$37.50	\$0.27
Class 2	43.75	0.38
Class 3	50.00	0.49
Class 4	56.25	0.60
Class 5	62.50	0.71

Class 6	68.75	0.82
Class 7	75.00	0.93
Class 8	43.75	0.38

Alphabetical Business Classification Index

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

Alphabetical Business Classification Index		
Name	NAICS	Class
Abattoirs	2011	2
Abstract land title or warranty companies	6541	7
Accounting and bookkeeping services	8721	7
Acupuncture - (except medical doctor)	8049	7
Administrative office	7389	5
Advertising agencies or agents	7311	5
Advertising novelties, signs, placards, etc.	7319	5
Air conditioning:		
Contractor	1711	8
Service and repair	7623	4
Aircraft:		

Retail	5599	8
Supplies - wholesale	5088	2
Service and repair	4581	3
Airport limousine service	4111	5
Alterations, clothing	7219	6
Ambulance service	4119	5
Amusement and recreation services	7999	3
Amusement machines, coin-operated	7993	8
Amusement parks	7996	3
Animal hospital	0742	3
Answering service	7399	5
Antenna - installation—except household	1799	8
Sales - household	5731	2
System - satellite, master	4841	4
Antiques - retail	5932	3
Apartment complexes or buildings rental	6513	7
Appliances household - repair	7629	4
Retail	5722	2
Appraisers, real estate	6531	7
Architects	8712	7

Armature rewinding shops	7694	4
Armored car services	7381	5
Art glass, dealers in	5999	3
Artificial flowers, dealers in	5999	3
Artists:		
Portrait	8999	3
Commercial	7336	5
Studios	8999	3
Supplies, retail	5999	3
Assignment, purchasers of accounts, factors	6153	3
Astrologers	Prohibited	
Athletic arena	7941	3
Athletic clubs:		
Admission charged	7991	3
Membership	7997	3
Attorneys	8111	7
Auction houses	5999	3
Auctioneers - regulated by state law		
Automatic sprinklers - installation	1711	8
Automobile:		

Accessories - retail	5531	1
Automatic car wash	7542	3
Body, paint and trim shop	7532	3
Club, membership	8699	1
Dealers new or used - retail	5511	8
Detailers	7542	3
Leasing - long-term	7515	3
Manufacturing	3711	2
Parts - new - wholesale	5013	2
Parts - new - retail	5531	1
Parts - used-wholesale/retail	5015	2
Rental	7514	3
Repairs and service	7538	3
Salvage or scrap	5093	2
Service station	5541	1
Tires, recapping	7534	3
Tires, wholesale	5014	2
Tires, retail	5531	1
Towing service	7549	3
Awning and tent:		

Makers	2394	2
Rentals	7359	5
Repair	7699	4
Bags, bagging and ties, dealers in	5113	2
Bail bondsman	7389	5
Bakery:		
Retail	5461	1
Wholesale	5149	2
Ballroom, leased or rented	7911	3
Barber:		
Schools	7241	6
Shops	7241	6
Supplies - wholesale	5087	2
Barrel and drum makers and dealers	5085	2
Bars - drinking places	5813	8
Baskets, boxes, crates, bags, etc., dealers	5113	2
Bath houses	7999	3
Bath, turkish, sauna or vapor	7299	6
Batteries:		
Manufacture	3692	3

Vehicle - retail or wholesale	5531	1
Bearings - wholesale	5085	2
Beauty:		
Schools	7231	6
Shops	7231	6
Supplies - wholesale	5087	2
Bed and breakfast inns	7011	2
Beeper service, radio pager	4812	8
Belting - wholesale	5085	2
Beverage coolers - wholesale	5087	2
Bicycle:		
Retail	5941	3
Rental	7999	3
Repair	7699	4
Supplies - wholesale	5091	2
Bill distributors, handbills	7319	5
Billboards, erection and lease	7312	5
Billiard or pool hall	7999	8
Bingo	7999	3
Blacksmith	7699	4

Blood bank	8099	7
Blueprinting	7334	5
Boarding house	7021	2
Boats - sightseeing operation	4489	3
Supplies and accessories - wholesale	5091	2
Supplies and accessories - retail	5551	8
Boatyards, storage, repair and rental	4499	3
Boiler:		
Installation	1711	8
Repair	7699	4
Wholesale	5074	2
Bolts and screws - wholesale	5072	2
Bondsman	7389	5
Book publisher	2731	4
Book store - retail	5942	3
Bookbinder	3555	4
Booking Agent, films	7829	3
Bootblack, bootblack stand	7251	6
Bottlers:		
Flavored milk	2087	2

Soft drinks	2086	2
Supplies - wholesale	5085	2
Bowling:		
Apparel and accessories	5699	1
Lane equipment and supplies	5941	3
Lanes and centers	7933	3
Box, manufacturing	2653	3
Boxing or wrestling matches	7941	3
Brick, agents for	5211	2
Brokers. See heading under type of broker		
Building construction - general contractors	1541	8
Building materials and supplies:		
Brick and stone		
Wholesale	5032	2
Construction materials		
Retail	5211	2
Wholesale	5039	2
Roofing, siding and insulation - wholesale	5033	2
Burglar alarms - installation only	1731	8
Sale and installation	7382	5

Bus, charter	4141	5
Bus and motor coach company	Franchise/NA	
Bus terminal	4173	5
Business broker, selling businesses	7389	5
Business college	8244	7
Business consultant	8748	7
Business forms, manufacturing	2759	4
Business forms - retail	5943	3
Business services, not elsewhere classified	7389	5
Cablevision	4841 Franchise	
Cabaret	5813	8
Cabinets:		
Custom order	5712	2
Manufacturing	2434	3
Cafeteria	5812	1
Camera and photo supplies:		
Repair shop	7699	4
Retail	5946	3
Wholesale	5043	2

Candy:		
Retail	5441	1
Wholesale	5145	2
Canvasser	5963	8
Car rental - short-term	7514	3
Car wash	7542	3
Carnival	7999	8
Carpenter	1751	8
Carpet:		
Cleaning	7217	6
Installation	1752	8
Retail	5713	2
Wholesale	5023	2
Carriage, horse drawn for hire	4789	1
Cater	5812	1
Cement manufacture (chemical adhesives)	2891	4
Cement products (see Concrete)		
Cemetery:		
Agent or sales of sites	6553	7
Caretaker	0782	3

Charcoal, producers	2861	4
Chauffeur and limousine tour services	4119	5
Cheese, manufacturer or processor	2022	2
Chemical and allied products, manufacture	2819	4
Chimney cleaner	7349	5
Chiropractor	8041	7
Christmas tree sales	5241	2
Cigarettes, cigars, tobacco:		
Manufacture	21	7
Retail	5993	3
Wholesale	5194	2
Circus	7999	8
Claim adjustment agent or agency	6411	7
Clay, stone and glass products, manufacture	3200	2
Clipping service, press	8999	3
Clothing:		
Retail	5651	1
Secondhand dealer	5932	3
Wholesale	5130	2
Coal, wood or coke:		

Retail	5989	3
Wholesale	5052	2
Coffee or tea store - retail	5499	1
Coffee roasters and wholesale coffee dealers	5149	2
Coin shop - retail	5999	3
Cold storage warehouse	4222	3
Collection and claim agency	7322	5
Compact discs music-retail	5735	2
Computer:		
Consultant	7379	5
Internet provider	7375	5
Operator training	8243	7
Repairs	7378	4
Service (not repairs)	7371—7379	5
Stores - retail	5734	2
Concession stands	5963	8
Concrete:		
Manufacture (paving)	2951	3
Manufacture, ready-mixed, wholesale	3273	2
Manufacture, dry ready-mix, wholesale	3272	2

Mixtures and products-retail	5211	2
Wholesale	5032	2
Consultant, business	8748	7
Contractors, construction - all types:	15,16,17	8
Carpentry	1751	
Commercial and industrial building	154	
Concrete	1771	
Drywall	1742	
Electrical	1731	
Flooring	1752	
General contractors, residential and commercial	15	
Grading/excavating	1794	
Heavy construction other than residential	16	
Masonry	1741	
Painting and paper hanging	1721	
Plastering, dry wall, acoustical, and insulation	1742	
Plumbing, heating and air-conditioning	1711	
Residential building	152	
Roofing, siding and sheet metal	1761	
Signs, erecting	1799	

Special trade contractors	17	
Tile, terrazzo, marble	1743	
Convalescent home	8052	7
Convenience store - primarily gasoline and limited food-retail	5541	1
Convention promoter or decorator	7389	5
Cosmetics:		
Manufacture	2844	4
Retail	5999	3
Wholesale	5122	2
Cotton brokers	6221	5
Cotton presses and warehouses	4221	3
Cotton mill	2211	2
Courier services	4215	3
Court reporting services	7338	2
Cracker manufacture	2051	2
Craft shops	5945	3
Crafters (peddlers)	5963	8
Credit reporting agency	7323	5
Dairy:		
Products - retail	5451	1

Products - wholesale	5143	2
Supplies - wholesale	5084	2
Dance hall	7911	3
Dancing school	7911	3
Data processing:		
Service	7379	5
Systems, supplies and equipment	7372	5
Day care:		
Adult and handicapped	8322	7
Child	8351	7
Decorator, interior	7389	5
Delicatessen	5411	1
Delivery service:		
Local trucking without storage	4212	3
Messenger/courier (except air)	4215	3
Dental equipment and supplies - wholesale	5086	2
Dental laboratory	8072	7
Dentist	8021	7
Department store	5311	1
Design of machinery	8712	7

Detective service	7381	5
Diaper service	7219	6
Directory - telephone - distribution	7389	5
Dog kennel or grooming	0752	3
Dressmaker for retail trade	5699	1
Drinking place - alcoholic	5813	8
Driver training school	8299	7
Drugs - store:		
Retail	5912	3
Wholesale	5122	2
Dry cleaning:		
Coin-operated	7215	6
Retail or agents	7212	6
Wholesale	7219	6
Dry goods:		
Retail	5399	1
Wholesale	5131	2
Dyeing and finishing textiles	2269	2
Eating places	5812	1
Electric appliances and supplies:		

Repair	7629	4
Retail	5722	2
Wholesale	5064	2
Electric power company	4900	8
Electrical contractor	1731	8
Electrical machinery - manufacture	3600	3
Electronics, consumer - retail	5731	2
Elevator dealer - wholesale	5084	2
Elevator maintenance	7699	4
Employment agency	7361	5
Engineering services	8711	7
Engraving, metal	3479	2
Entertainment	7929	3
Equipment rental - construction	7353	5
Escort service	7299	6
Explosives - wholesale	5169	2
Exterminators	7342	5
Excavation work	1794	8
Fabrics - retail	5949	3
Factors	6153	3

Farm and industrial machinery - wholesale	5080	2
Farm machinery - retail	5599	8
Fertilizer:		
Manufacture	2874	4
Retail	5261	2
Wholesale	5191	2
Field warehousing	7389	5
Film:		
Developers for general public	7384	5
Developers for movies and TV	7819	3
Distributor	7822	3
Finance company	6141	3
Fire and security services	7382	5
Fireworks:		
Retail + \$50.00 state license required +	5999	3
Wholesale	5092	2
Fish and seafood:		
Retail	5421	1
Wholesale	5146	2
Fisheries	0912	5

Fishermen's equipment - retail	5941	3
Fixtures and furniture - manufacture	2500	2
Flea market operator	7389	5
Floor covering:		
Contractor	1752	8
Retail	5713	2
Wholesale	5023	2
Florist:		
Retail	5992	3
Wholesale	5193	2
Flour - wholesale	5149	2
Flowers, real or artificial:		
Retail	5992	3
Wholesale	5193	2
Food:		
Broker	5141	2
Retail, not consumed on-premises	5411	1
Wholesale	5141	2
Food service equipment - sale and installation	1799	8
Fortune telling	Prohibited	

Foundry	3300	2
Freight forwarder	4731	1
Fruit and produce:		
Harvesting by machine	0722	3
Retail	5431	1
Wholesale	5148	2
Fuel oil:		
Retail	5983	3
Wholesale	5172	2
Funeral home, mortician, crematory	7261	6
Fur, clothing - retail	5632	1
Furnace:		
Retail	5075	2
Wholesale	5075	2
Heating contractor	1711	8
Furniture:		
Repair, refinishing, upholstering	7641	4
Retail	5712	2
Secondhand	5932	3
Wholesale	5021	2

Manufacture	2500	2
Garage, auto repairs	7538	3
Garbage service, collection and disposal	4953	6
Garbage, collection with disposal	4212	3
Garment pressing, alteration	7212	6
Gas:		
Liquefied petroleum and equipment	5984	3
Natural gas company	4900	8
Gasoline/Service station:		
Retail	5541	1
Wholesale	5172	2
Gift shop	5947	3
Glass:		
Motor vehicles sale and installation	7536	3
Products, manufacture	3200	2
Retail	5231	2
Golf:		
Courses (including miniature)	7992	3
Sporting goods - retail	5941	3
Grain:		

Broker (commodity)	6221	5
Dealer - wholesale or retail	5153	2
Elevator	4221	3
Gravel:		
Retail	5211	2
Wholesale	5032	2
Greeting cards - retail	5947	3
Grocers:		
Retail	5411	1
Wholesale	5141	2
Guards, security	7381	5
Guns:		
Retail or dealer	5941	3
Wholesale	5091	2
Gunsmith	7699	4
Hair grooming	7231-7241	6
Hardware:		
Retail	5251	2
Wholesale	5072	2
Hats:		

Retail	5611	1
Wholesale	5136	2
Hazardous waste storage, disposal or transportation	4953	6
Health:		
Club	7991	3
Food store	5499	1
Health services, HMO	8010	7
Health services, medical service plans (insurance)	6324	8
Home health care services	8082	7
Hearing aids - retail	5999	3
Heating contractor	1711	8
Hemstitching and pleating	7219	6
Hi-fi and stereo, retail	5731	2
Hobby shop	5945	3
Holding companies	6700	7
Home repairs (certification required)	1521	8
Horticulturist	0781	3
Hose, industrial - wholesale	5085	2
Hosiery:		
Mill	2200	2

Retail	5632	1
Wholesale	5137	2
Hospital:		
Animal	0742	3
General medical and surgical	8062	7
Psychiatric	8063	7
Specialty	8069	7
Hotel	7011	2
Hotel supplies, wholesale	5046	2
House mover, wrecker	1799	8
Ice dealer:		
Retail	5999	3
Manufacture	2097	2
Ice cream:		
Manufacture	2024	2
Retail dairy products	5451	1
Shop or stand	5812	1
Wholesale	5143	2
Industrial chemicals - wholesale	5169	2
Industrial and farm machinery and equipment	5080	2

Inn, food and lodging	7011	2
Insulation contractor	1742	8
Insurance - adjuster	6411	7
Agent, broker (see 8 for nonadmitted), solicitor	6411	7
Broker for nonadmitted insurer	6411	8
Company, fire and casualty	633—635	8
Company, life and health	631—632	8
Company, title and others not elsewhere classified	636—639	8
Consultant or engineer	6411	7
Interior decorator	7389	5
Internet:		
Provider, information retrieval	7375	5
E-Mail (electronic mail service only)	4822	4
Investment counselor	6282	5
Investment firm, general brokerage	6211	5
Iron and steel, semi-finished items - wholesale	5051	2
Janitor or housekeeping service	7349	5
Janitor supplies - wholesale	5087	2
Jewelry:		
Repair	7631	4

Retail	5944	3
Wholesale	5094	2
Junk dealer - wholesale	5093	8
Karate school	7999	3
Kennel	0752	3
Kerosene and fuel oil, heating:		
Retail	5983	3
Wholesale	5172	2
Kindergarten	8211	7
Kitchen designers and contractors	1521	8
Knitting mill - textile manufacture	2253	2
Laboratory, testing, commercial	8734	7
Lamps:		
Retail	5719	2
Wholesale	5023	2
Land title or abstract company	6361	1
Landfill, solid waste	4953	6
Landscape service	0781	3
Lapidary:		
Retail shop	5999	3

Supplies and equipment - wholesale	5085	2
Laundries	7215	6
Laundry agent or pickup station	7211	6
Lawn care service	0782	3
Lawnmowers:		
Repair	7699	4
Retail	5261	2
Wholesale	5083	2
Leased equipment, not otherwise listed	7359	5
Leasing company, vehicles, and non-expendable equipment	7510	3
Leather goods, retail	5948	3
Leather and products, manufacture	3111	2
Legal services, attorney	8111	7
Libraries, lending and depositories in stores	8231	7
Limousine service	4111	5
Linen service	7213	6
Livestock dealer and services	0751	3
Locker rental, cold storage of food	4222	3
Locksmith	7699	4
Lodging and roominghouses	7021	2

Luggage - retail	5948	3
Lumber:		
Manufacture	2400	3
Retail	5211	2
Machine shop	3599	4
Magazine, sales or subscriptions, door-to-door	5963	8
Mail order business	5961	3
Management consultant	8742	7
Manicurist	7231	6
Manufactured home (See mobile home)		
Manufacturing:		
Apparel	2300	2
Chemicals and allied products	2800	4
Clay, stone and glass products	3200	2
Computer equipment	3500	4
Electrical machinery, equipment, supplies	3600	3
Furniture and fixtures	2500	2
Leather and leather products	3100	2
Lumber	2400	3
Machinery - industrial, commercial, computer	3500	4

Medicine	2833	4
Metals, primary	3300	2
Metal products	3400	2
Miscellaneous manufacturing (not listed)	3900	2
Paper and allied products	2600	3
Petroleum refining and related	2900	3
Rubber and miscellaneous products	3000	2
Soap	2841	4
Textile mill products	2200	2
Tobacco products	2100	7
Transportation equipment	3700	2
Manufacturing not otherwise listed	3900	2
Marble, building - cut and shape	3281	2
Marble, granite and other stone yards	5032	2
Marina	4493	3
Massage	7299	6
Mattress:		
Manufacture	2515	2
Retail	5712	2
Meat processing	2013	2

Meat:		
Retail market	5421	1
Wholesale	5147	2
Medical and health services	8000	7
Medical, dental, hospital equipment and supplies - wholesale	5047	2
Medicine - manufacture	2833	4
Men's and boys wearing apparel - retail	5611	1
Messenger service	4215	3
Metal jobber - wholesale	5051	2
Metal products, manufacture	3400	2
Milk:		
Retail	5451	1
Wholesale	5143	2
Millinery:		
Retail	5632	1
Wholesale	5137	2
Mining:		
Metals	1000	7
Minerals	1400	5
Miscellaneous business services, not listed	8999	3

Mobile home:		
Sites, rental	6515	7
Repairs	7699	4
Retail	5271	2
Money lender - industrial loans, finance company (not banks)	6141	3
Monuments - retail	5999	3
Mortgage broker	6163	3
Motel	7011	2
Motion picture:		
Film agent	7829	3
Operator	7832	3
Supply house	5043	2
Theater and drive-in	7833	3
Motor freight line	4231	3
Motor vehicle driver training school	8299	7
Motorcycles:		
Dealer or agent	5571	8
Parts and accessories	5531	1
Rental	7999	3
Repairs	7699	4

Motor vehicle dealer - retail	551-552	8
Motors, outboard - retail	5551	8
Movers, trucking and storage	4214	3
Multigraphing or photocopying	7334	5
Music - sheet music and musical instruments:		
Retail	5736	2
School	8299	7
Tapes and compact discs - retail	5735	2
Teachers and educational services	8299	7
Wire transmitted, systems	7389	5
Musicians - entertainers	7929	3
Natatorium or swimming pool	7999	3
Neckwear - retail	5611	1
News syndicate	7383	5
Newspaper:		
Advertising	7311	5
Publishing	2711	4
Retail	5994	3
Wholesale	5192	2
Newsstand	5994	3

Nightclub	5813	8
Notions, novelties:		
Retail	5947	3
Nursery, day	8351	7
Nursery or horticulturist	5261	2
Nurses registry	7361	5
Nursing home:		
Skilled care	8051	7
Intermediate care	8052	7
Assisted living with health care	8053	7
Office building, rental	6531	7
Office building, rental agent	6531	7
Office furniture:		
Rental	7359	5
Retail	5999	3
Wholesale	5021	2
Office machines:		
Rental	7359	5
Retail	5999	3
Service and repair	7629	4

Wholesale	5044	2
Office supplies:		
Retail	5999	3
Wholesale	5112	2
Oil, fuel only:		
Retail	5983	3
Wholesale	5172	2
Ophthalmic goods - wholesale	5048	2
Optical goods:		
Retail	5995	3
Wholesale	5048	2
Optometrist	8042	7
Osteopathic, physicians and clinics	8031	7
Packing house, cold storage	4222	3
Paging service, electronic	4812	8
Paint:		
Manufacture	2851	4
Retail	5231	2
Wholesale	5198	2
Contractor/wallpaper hangers	1721	8

Paper and allied products:		
Manufacture	2621	3
Retail	5943	3
Wholesale	5113	2
Parcel delivery company	4215	3
Parking lots and garages	7521	3
Parking spaces, trailer park	6515	7
Party shop	5411	1
Pawnbrokers, (South Carolina Certificate of Authority and Precious Metals Permit required)	5932	8
Peanut and popcorn stands	5441	1
Peddlers, all types	5963	8
Personal holding company	6719	7
Personal services, miscellaneous	7299	6
Personnel supply services	7361	5
Personnel, management consultants	8742	7
Pest control - exterminators	7342	5
Pet:		
Grooming, kennel, boarding, training	0752	3
Shop	5999	3

Pharmacy	5912	3
Photocopying	7334	5
Photograph developing and retouching	7384	5
Photographer:		
Commercial	7335	5
Portraits	7221	6
Photo supply store - retail	5946	3
Physical fitness center	7991	3
Physician	8011	7
Piano tuner	7699	4
Pianos - retail	5736	2
Pictures or picture frames - retail	5999	3
Plating, silver etc.	3471	2
Plumbing:		
Contractor	1711	8
Supplies and equipment		
Retail	5211	2
Wholesale	5074	2
Pool cleaning	7349	5
Polygraph service	7381	5

Printing or duplicating, all types	2700	4
Produce - retail and wholesale	5141	2
Promoters, sports and entertainment	7941	3
Protective services, security	7381	5
Public relations	8743	7
Publisher	2731	4
Pulpwood yards, wholesale	5099	2
Pumps:		
Retail	5999	3
Wholesale	5084	2
Radiator repairs	7539	3
Radio and TV:		
Retail	5731	2
Rental or lease	7359	5
Repairs	7622	4
Stations	4832	4
Supplies, parts, wholesale	5065	2
Railroad company	4000	8
Real estate:		
Operator, lessors with more than one dwelling unit	651	7

Agent broker, realtor, manager	6531	7
Developer, subdivider	6552	7
Recreation center	7999	3
Recreation vehicle dealer - retail	5561	8
Refrigerators:		
Retail	5722	2
Wholesale	5064	2
Rehabilitation house, after care	8081	7
Rental property income (more than one dwelling unit)	6514	7
Rental service, miscellaneous, not listed	7359	5
Repair services, miscellaneous	7699	4
Reporter, stenographer, fee or commission	7338	5
Repossession service	7389	5
Representative, business	7389	5
Residential care - home	8361	7
Restaurant (without alcohol)	5812	1
Retail trade:		
Apparel and accessories	5699	1
Building materials, hardware, farm equipment, etc.	5200	2
Food	5411	1

Furniture, home equipment	5712	2
General merchandise	5399	1
Miscellaneous, not listed	5999	3
Retirement center	8361	7
Riding school, academy	7999	3
Roofing:		
Contractor	1761	8
Manufacture	2952	3
Retail	5211	2
Wholesale	5033	2
Rooming house	7021	2
Rubber-related products - manufacture	3069	2
Stamps - manufacture	3999	2
Stamps - retail	5999	3
Rug cleaning	7217	6
Rugs and carpets - retail	5713	2
Safes - dealer or agent	5044	2
Sales, door-to-door or by telephone	5963	8
Sales engineer	7389	5
Sales office. See heading under product		

Sales promotion	7389	5
Sand:		
Retail	5211	2
Wholesale	5032	2
Sandwiches:		
Manufacture and wholesale	5149	2
Retail	5812	1
Sanitarium	8051	7
Satellite antenna - sales and installation - household	5731	2
Satellite master antenna systems - services	4841	4
Sausage factory	2013	2
Saw mill, planing mill	2421	3
Saws - wholesale	5072	2
Scales:		
Retail	5999	3
Wholesale	5046	2
School:		
Acting	8299	7
Dance	7911	3
Educational or vocational	8200	7

Supplies and books - retail	5943	3
Supplies and desks - wholesale	5021	2
Scrap Yards - wholesale	5093	8
Screens, doors, windows:		
Manufacture	2431	3
Retail	5211	2
Wholesale	5051	2
Secondhand goods, all types	5932	3
Secretarial service	7338	5
Security and guard services	7381	5
Seeds - retail	5261	2
Sewer pipe - wholesale	5032	2
Sewing machines:		
Manufacture	3634	3
Retail	5722	2
Wholesale	5064	2
Shipyards	3731	2
Shirts, manufacture	2326	2
Shoes:		
Repair	7251	6

Retail	5661	1
Wholesale	5139	2
Shooting gallery	7999	3
Shopping centers leasing	6512	1
Shopping service for individuals	7299	6
Shuffleboards	7999	3
Sightseeing buses	4141	5
Sign painter	7389	5
Signs, erecting	1799	8
Silver and gold dealers - retail	5944	3
Skating rink - ice or rollerskate	7999	3
Soap:		
Manufacture	2841	4
Wholesale	5122	2
Soda fountain	5812	1
Soda fountain supplies - wholesale	5145	2
Soda water - wholesale	5145	2
Soft drinks - wholesale	5145	2
Soft drink stands - retail	5812	1
Solicitor (see peddler)	5963	8

Spa - health club	7991	3
Sporting goods:		
Retail	5941	3
Wholesale	5091	2
Stable, feed, boarding or sales	7999	3
Stamp shop - retail (philatelist)	5999	3
Stationery, including books	5943	3
Statuary - retail	5999	3
Steam, heating and cooling contractor	1711	8
Stenographer, fee or commission	7338	5
Stevedoring	4491	3
Stock broker or dealer	6211	5
Stone, clay, glass products - manufacture	3299	2
Stoves:		
Repair	7699	4
Retail	5722	2
Wholesale	5064	2
Manufacture	3631	3
Sugar - wholesale	5149	2
Surgical instruments - wholesale	5047	2

Surveyor	8713	7
Sweeping service, road, bridges, etc.	4959	6
Swimming pool contractor	1799	8
Tailor, custom - retail	5699	1
Tailor shop - repair	7219	6
Talent agent	7399	5
Tanning salon	7299	6
Tape recorders - retail	5731	2
Tapes, music - retail	5735	2
Tavern	5813	8
Tax service	7291	6
Taxi cab	4121	7
Taxidermist	7699	4
Tea, coffee - retail	5499	1
Telegraph or signal company agent	4822	4
Telephone:		
Answering service	7389	5
Beeper service, radio pager	4812	8
Billing services	7389	5
Communication services (based on gross receipts billed to customers within the	4811	8

county)		
Company	481	8
Directories, distribution	7389	5
Equipment leasing	7359	5
Equipment sales - retail	5999	3
Installation	1731	8
Maintenance	7629	4
Paging service, electronic	4812	8
Pay phones, public	7389	5
Solicitation service	7389	5
Television:		
Broadcast station	4833	4
Closed circuit system	4841	4
CATV	Franchise	
Pay TV	Franchise	
Television and VCR:		
Rent or lease	7359	5
Repair	7622	4
Tape rental	7841	3
Temporary employment agency	7363	5

Tents:		
Manufacture	2394	2
Repair	7699	4
Retail	5999	3
Textile Mill, fiber, fabric or goods production, dyeing, finishing, printing	2200	2
Theater:		
Motion picture	7832	3
Stage	7922	3
Theatrical or night club act, agent	7922	3
Ticket agent, bureau	7922	3
Tile:		
Contractor	1743	8
Manufacture	3253	2
Retail	5211	2
Wholesale	5032	2
Tin and metal shop, repair only	7699	4
Tires, recapping	7534	3
Tobacco products:		
Manufacture	21	7
Retail	5993	3

Wholesale	5194	2
Tour buses	4141	5
Tourist guides	7999	3
Towel service and rental - uniforms, rags, etc.	7213	6
Toys:		
Retail	5945	3
Wholesale	5092	2
Tractors. See industrial and farm machinery		
Trade shows:		
Promoters	7389	5
Sales (see peddlers)	5963	8
Trading stamps, dealers or companies	7389	5
Trailer parks	6515	7
Transportation - Equipment - manufacture	3799	2
Freight agent, broker	4731	1
Mobile unit handicapped, nursing care	4119	5
Travel - agency, bureau - domestic and foreign	4724	1
Ticket office not operated by transportation company	4729	1
Tour operator	4725	1
Tree trimming, arborist	0783	3

Trophy shop	5999	3
Truck and auto rental or leasing	7513	3
Trucking or hauling, local (without storage)	4212	3
Trusses, dealers	5999	3
Tuxedo rental	7299	6
Typesetting	2791	4
Typewriters and office machines:		
Retail	5999	3
Wholesale	5044	2
Typing service	7338	5
Uniform rental	7299	6
Uniform supply service	7213	6
Upholstery shop	7641	4
Vacuum cleaners:		
Retail	5722	2
Wholesale	5064	2
Variety store	5331	1
Vehicles. See heading under type		
Vending machines:		
Sale of products	5962	8

Wholesale	5046	2
Veterinarian	0742	3
Video poker, coin-operated machines	7993	8
Video tape:		
Rental	7841	3
Sales - retail	5735	2
Vinyl siding - installation	1761	8
Wall paper:		
Retail	5231	2
Wholesale	5198	2
Warehouse and storage	4225	3
Washing cars	7542	3
Washing machines - retail	5722	2
Waste paper and rags - wholesale	5093	2
Watchmaker - repairs	7631	4
Water or steam hose - wholesale	5085	2
Water transportation services	4400	3
Waterbeds retail	5712	2
Weather stripping:		
Installation	1799	8

Retail	5211	2
Weight control - reducing facilities	7991	2
Welding shop	7692	4
Welding supplies - wholesale	5085	2
Wholesalers - not otherwise listed:		
Durable goods	5099	2
Nondurable goods	5199	2
Wigs:		
Retail	5699	1
Wholesale	5199	2
Window cleaning service	7349	5
Women's wearing apparel, retail	5611	1
Wood sawyer, sawing wood by machinery	2421	3
Woodenware - retail	5999	3
Woolen mill	2282-4	2
Wrecker, towing service	7549	3
Wrecking buildings	1795	8
X-ray laboratories	8071	7
X-ray machines - wholesale	5047	2
Yacht basins - operation	4493	3

Yacht clubs	7997	3
Yacht sales	5551	8
Yard cleaning	0782	3
Yard goods:		
Retail	5949	3
Wholesale	5131	2
Yarn:		
Manufacture	2281	2
Retail	5949	3
Yogurt:		
Manufacture	2024	2
Retail shop, stand	5812	1
Wholesale	5143	2

Sec. 18-69. ~~Lawful employment~~ Interstate Commerce.

~~(1) Definitions.~~

~~(a) When used in this section, the following words, terms and phrases shall have the meanings ascribed to them herein and shall be construed so as to be consistent with state and federal law, including federal immigration law;~~

- ~~1. *Business* and *business entity* shall have the same meaning as provided in Beaufort County Code [section 18-47](#)~~
- ~~2. *County* means the County of Beaufort, South Carolina.~~
- ~~3. *Employee* shall have the same meaning as in 8 C.F.R. § 274a.1(f).~~
- ~~4. *Employment* shall have the same meaning as in 8 C.F.R. § 274a.1(h).~~

5. ~~Independent contractor shall have the same meaning as in 8 C.F.R. § 274a.1(j).~~
6. ~~Licensee means both applicants for and current holders of Beaufort County business licenses.~~
7. ~~Unauthorized alien shall have the same meaning as 8 U.S.C. § 1324(h)(3). The county shall not conclude that a person is an unauthorized alien unless and until an authorized representative of the county has verified with the federal government, pursuant to United States Code Title 8, subsection 1373(c), the person's authorization to work.~~

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

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

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

~~(b) Unlawful discrimination.~~

1. ~~The Federal Immigration and Nationality Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended, the South Carolina Human Affairs Law, as amended, the South Carolina Unfair Trade Practices Act, as amended, among other federal and state laws and regulations prohibit employment discrimination.~~
2. ~~Employers must treat all employees uniformly when completing employment eligibility verification documents. Employers may not set different employment eligibility verification standards for different groups of employees.~~
3. ~~An allegation of discrimination may be filed by an individual who believes he or she is the victim of employment discrimination by contacting the appropriate state and federal agencies. The Beaufort County Business License Department provides a list of state and federal agencies authorized to accept and investigate complaints alleging employment discrimination.~~

~~(3) Enforcement.~~

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

~~(b) Investigation.~~

1. ~~An investigation will commence if an inspection or audit performed pursuant to Beaufort County Code [section 18-57](#) shows that the licensee does not meet the documentation requirements contained in 8 U.S.C. § 1324a for persons employed in Beaufort County. However, pursuant to the notice requirements provided by federal law, licensees shall be~~

~~allowed three days to produce employment verification documents required under 8 C.F.R. § 274a(b)(2)(iii).~~

- ~~2. If the licensee fails to produce the required documentation to the business license division, the business licensing division will commence an enforcement action against the licensee.~~
- ~~3. If upon production and review of the required documentation, the business license division obtains verification information pursuant to 8 U.S.C. § 1373 evidencing the licensee's employment of an unauthorized alien, the business license division will notify the licensee.~~

~~(c) Notice.~~

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

~~(d) Additional information.~~

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

~~(e) Suspension of license.~~

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

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

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

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

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

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

Sec. 18-70. Applicability and effective date.

- (a) This article shall become effective on January 1, 2011.
- (b) The business license department is authorized to adopt guidelines, policies and procedures to implement this article.

Sec. 18-71. Severability.

If any part of the ordinance [codified in this article] is held by a court of competent jurisdiction be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the county council of Beaufort County, South Carolina, to pass this Ordinance No. 2010/13 without such unconstitutional, illegal or invalid provision, and the remainder of this Ordinance No. 2010/13 shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this Ordinance No. 2010/13 or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

DONE, this ____ day of _____, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

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