

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

D. PAUL SOMMERVILLE  
CHAIRMAN

GERALD W. STEWART  
VICE CHAIRMAN

COUNCIL MEMBERS

RICK CAPORALE  
MICHAEL E. COVERT  
GERALD DAWSON  
BRIAN E. FLEWELLING  
STEVEN G. FOBES  
YORK GLOVER, SR.  
ALICE G. HOWARD  
STEWART H. RODMAN  
ROBERTS "TABOR" VAUX

THOMAS J. KEAVENY, II  
INTERIM COUNTY ADMINISTRATOR  
COUNTY ATTORNEY

CONNIE L. SCHROYER  
CLERK TO COUNCIL

AGENDA  
COUNTY COUNCIL OF BEAUFORT COUNTY  
REGULAR SESSION  
Monday, October 22, 2018

6:00 p.m.

Large Meeting Room, Hilton Head Island Branch Library  
11 Beach City Road, Hilton Head Island

1. CALL TO ORDER - 6:00 P.M.
2. REGULAR SESSION
3. PLEDGE OF ALLEGIANCE
  - A. Led by the Parris Island Young Marines Color Guard
4. INVOCATION – Councilman Brian Flewelling
5. PROCLAMATIONS
  - A. Red Ribbon Week, October 23-31, 2018 (backup)
  - B. World Polio Day, October 24, 2018 (backup)
  - C. Anit-Bullying Month (backup)
6. RECOGNITIONS
  - A. Barrier Island Marine, Eastman Marine, Alec Inglis, Larry Toomer / Boat Move
  - B. Adopt-A-Highway Groups (backup)
    1. HH Strong Tower Seventh Day Adventist Church
    2. The Reed Group
7. ADMINISTRATIVE CONSENT AGENDA
  - A. Approval of Minutes
    1. September 24, 2018 Caucus (backup)
    2. September 24, 2018 Regular Session (backup)



- B. Committee Reports (next meeting)
    - 1. Community Services (November 19, 2018 at 4:00 p.m., ECR)
    - 2. Executive (Tuesday, November 13, 2018 at 3:00 p.m., ECR)
      - a. Minutes – October 2, 2018 ([backup](#))
      - b. Minutes – October 8, 2018 ([backup](#))
    - 3. Finance (November 5, 2018 at 2:00 p.m., ECR)
    - 4. Governmental (November 5, 2018 at 4:00 p.m., ECR)
    - 5. Natural Resources (November 19, 2018 at 2:00 p.m., ECR)
    - 6. Public Facilities (November 26, 2018 at 3:00 p.m., ECR)
  - C. Boards and Commissions ([backup](#))
8. PUBLIC COMMENT – Speaker sign-up encouraged no later than 5:45 p.m. day of meeting
9. TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM OCTOBER 22, 2018 COMMITTEE MEETINGS FOR COUNCIL CONSIDERATION
- A. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA (BEAUFORT-JASPER WATER & SEWER AUTHORITY) ([backup](#))
    - 1. Consideration of first reading on October 22, 2018
    - 2. Public Facilities Committee discussion to occur on October 22, 2018
  - B. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA (HARGRAY COMMUNICATIONS GROUP, INC.) ([backup](#))
    - 1. Consideration of first reading on October 22, 2018
    - 2. Public Facilities Committee discussion to occur on October 22, 2018
  - C. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED CONVEYING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AT 10 PRITCHER POINT ROAD, SOUTH CAROLINA (BEAUFORT-JASPER WATER & SEWER AUTHORITY) ([backup](#))
    - 1. Consideration of first reading on October 22, 2018
    - 2. Public Facilities Committee discussion to occur on October 22, 2018
  - D. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A BILL OF SALE GRANTING OWNERSHIP OF CERTAIN INFRASTRUCTURE MATERIALS TO BEAUFORT-JASPER WATER & SEWER AUTHORITY RELATED TO THE ANIMAL SHELTER PROJECT (BEAUFORT-JASPER WATER & SEWER AUTHORITY) ([backup](#))
    - 1. Consideration of first reading on October 22, 2018
    - 2. Public Facilities Committee discussion to occur on October 22, 2018

- E. AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS TO LEASE A PORTION OF A BUILDING ON DAUFUSKIE ISLAND (DAUFUSKIE ISLAND STORE) (backup)
  - 1. Consideration of first reading on October 22, 2018
  - 2. Public Facilities Committee discussion to occur on October 22, 2018
  
- F. CONTRACT AWARD / ONE CATERPILLAR BACKHOE LOADER FOR THE PUBLIC WORKS DEPARTMENT, STORMWATER DIVISION (backup)
  - 1. Contract award: Sourcewell (Blanchard Machinery), Hardeeville, South Carolina
  - 2. Amount: \$117,452.00
  - 3. Funding: Specialized Capital Equipment, Account 50250011-54200
  - 4. Public Facilities Committee discussion on October 22, 2018
  
- G. CONTRACT AWARD / ONE CATERPILLAR BULLDOZER FOR THE PUBLIC WORKS DEPARTMENT, STORMWATER DIVISION (backup)
  - 1. Contract award: Sourcewell (Blanchard Machinery), Hardeeville, South Carolina
  - 2. Amount: \$153,268.00
  - 3. Funding: Specialized Capital Equipment, Account 50250011-54200
  - 4. Public Facilities Committee discussion on October 22, 2018
  
- H. CONTRACT AWARD / CLOUD-BASED BACKUP SOLUTION FOR THE INFORMATION TECHNOLOGY SYSTEMS MANAGEMENT DEPARTMENT (backup)
  - 1. Contract award: ThinkGard Total Data Security, Pelham, Alabama
  - 2. Amount: \$104,972.60
  - 3. Funding: Information Technology Systems Management Department, Maintenance Contracts, Account 10001150-51110
  - 4. Public Facilities Committee discussion on October 22, 2018
  
- I. CONTRACT AWARD / NUTANIX HYPER-CONVERGED INFRASTRUCTURE (HCI) SERVER SYSTEM FOR THE INFORMATION TECHNOLOGY SYSTEMS MANAGEMENT DEPARTMENT (backup)
  - 1. Contract award: Data Network Solution, Chapin, South Carolina
  - 2. Amount: \$229,884.48
  - 3. Funding: Information Technology Systems Management Department, Maintenance Contracts, Account 10001150-51110
  - 4. Public Facilities Committee discussion on October 22, 2018
  
- J. CONTRACT AWARD / VOTER REGISTRATION WAREHOUSE CONSTRUCTION (backup)
  - 1. Contract award: Patterson Construction, Beaufort, South Carolina
  - 2. Amount: \$219,311.40
  - 3. Funding: Facilities Management, Renovation to Existing Buildings Account 10001310-54420
  - 4. Public Facilities Committee discussion on October 22, 2018

## 10. CONSENT AGENDA

- A. AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR A SUPPLEMENTAL EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$10,000 TO FUND THE HIRING OF INDEPENDENT LEGAL COUNSEL FOR THE PURPOSE OF INVESTIGATING CERTAIN MATTERS AS STATED IN RESOLUTION 2018/19 ([backup](#))
1. Consideration of second reading on October 22, 2018
  2. Public hearing – Monday, November 5, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Small Complex, 100 Ribaut Road, Beaufort
  3. First reading approved, by title only, on October 8, 2018 / Vote 5:4:1
  4. Finance Committee discussed and recommended legal review of the agreement on September 24, 2018 / Vote 4:3:1
- B. AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A RIGHT OF ENTRY GRANTING THE UNITED STATES GOVERNMENT TEMPORARY AND EXCLUSIVE CONTROL OVER CERTAIN REAL PROPERTY LOCATED AT GRAY’S HILL BOAT LANDING ([backup](#))
1. Consideration of second reading on October 22, 2018
  2. Public hearing – Monday, November 5, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approved on October 8, 2018 / Vote 10:0
  4. Community Services Committee discussion on October 8, 2018
- C. AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$350,000.00 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUNDS TO THE TOWN OF BLUFFTON FOR IMPROVEMENTS TO THE WRIGHT FAMILY PARK ([backup](#))
1. Consideration of second reading on October 22, 2018
  2. Public hearing – Monday, November 5, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approved, by title only, on October 8, 2018 / Vote 10:0
  4. Council approved funding of \$350,000 from the Local 3% Accommodations Tax Fund on September 24, 2018 / Vote 11:0
  5. Finance Committee discussed and recommended funding of \$350,000 from the Local 3% Accommodations Tax Fund on September 24, 2018 / Vote 8:0

- D. TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 38 – ENVIRONMENT, SECTION 38-32 CLARIFYING THAT UNSIGHTLY MAINTENANCE OF PROPERTY IS PROHIBITED ([backup](#))
1. Consideration of second reading on October 22, 2018
  2. Public hearing – Monday, November 5, 2018 beginning at 6:30 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approved on October 8, 2018 / Vote 10:0
  4. Government Committee discussed and recommended first reading on October 1, 2018 / Vote 4:0
- E. AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS FOR THE CONVEYANCE OF 51 BALL PARK ROAD TO THE GULLAH FARMERS COOPERATIVE ASSOCIATION ([backup](#))
1. Consideration of first reading on October 22, 2018
  2. Resolution 2018/14 adopted on September 24, 2018 / Vote 10:0:1
  3. Council approved Interim County Administrator authorization for the conveyance of title on August 27, 2018 / Vote 10:0:1
  4. Public Facilities Committee discussed and recommended conveyance of title on August 27, 2018 / Vote 6:0:1
- F. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AND ROBERT L. GRAVES, PEPPER HALL ([backup](#))
1. Consideration of first reading, **by title only**, on October 22, 2018
  2. Natural Resources Committee discussed and recommended on October 15, 2018 / Vote 5:0:1
- G. AN ORDINANCE ADDING CHAPTER 91, PASSIVE PARKS, TO THE BEAUFORT COUNTY CODE OF ORDINANCES ([backup](#))
1. Consideration of first reading on October 22, 2018
  2. Natural Resources Committee discussed and recommended on October 15, 2018 / Vote 6:0
- H. AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EASEMENT ENCUMBERING PROPERTY IDENTIFIED AS TMS R600 039 00C 153A 0000 (OYSTER STREET) ([backup](#))
1. Consideration of first reading on October 22, 2018
  2. Natural Resources Committee discussed and recommended on October 15, 2018 / Vote 6:0
- I. A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION OF A PORTION OF TWO TRACTS OF LAND TO COMPLETE A STORMWATER DRAINAGE PROJECT OFF TRASK PARKWAY ([backup](#))
1. Consideration of adoption on October 22, 2018
  2. Natural Resources Committee discussed and recommended on October 15, 2018 / Vote 6:0

- J. A RESOLUTION AND PETITION OF THE HILTON HEAD PUBLIC SERVICE DISTRICT TO DIMINISH TMS R510 101 000 0361 0000 FROM ITS SERVICE BOUNDARIES (ONE OLD HOUSE CAY ISLAND) (backup)
  - 1. Consideration of adoption on October 22, 2018
  - 2. Public Hearing on October 22, 2018
  - 3. Governmental Committee discussed and recommended diminishment on October 1, 2018  
Vote 4:0
  
- K. A RESOLUTION SUPPORTING THE NATIONAL ASSOCIATION OF COUNTIES (NACO) INITIATIVES RELATED TO WATER QUALITY AND WATERS OF THE U.S. (WOTUS) (backup)
  - 1. Consideration of adoption on October 22, 2018
  - 2. Natural Resources Committee discussed and recommended on October 15, 2018/ Vote 6:0
  
- L. A RESOLUTION SUPPORTING THE RURAL AND CRITICAL LANDS PRESERVATION PROGRAM PASSIVE PARKS PUBLIC USE WORK PLAN (backup)
  - 1. Consideration of adoption on October 22, 2018
  - 2. Natural Resources Committee discussed and recommended on October 15, 2018/ Vote 6:0
  
- M. CONTRACT AWARD / MASTER PLAN – MITCHELVILLE PRESERVATION PROJECT (backup)
  - 1. Contract award: WLA Studio, Athens, Georgia
  - 2. Amount: \$215,555
  - 3. Funding: Rural and Critical Lands Preservation Program, Account 45000011-51160
  - 4. Natural Resources Committee discussed and recommended contract award on October 15, 2018  
Vote 6:0
  
- N. CONTRACT AWARD / ON CALL DISASTER DEBRIS PICKUP MONITORING, MANAGEMENT AND FINANCIAL RECOVERY SERVICE (backup)
  - 1. Contract award: Tetra Tech Inc., Maitland, Florida
  - 2. Amount: Per event/activation
  - 3. Funding: Special disaster account funding will be established per event/activation
  - 4. Public Facilities Committee discussed and recommended contract award on August 28, 2017  
Vote 7:0
  
- 11. PUBLIC HEARINGS – 6:30 P.M.
  - A. AN ORDINANCE AMENDING BEAUFORT COUNTY ORDINANCE 2017/34 TO DELETE QUESTION 2B PERTAINING TO THE ISSUANCE OF \$120,000,000 OF GENERAL OBLIGATION BONDS AND MAKING QUESTION 2A NOW QUESTION 1 (backup)
    - 1. Consideration of third and final reading on October 22, 2018
    - 2. Second reading approved on October 8, 2018 / Vote 10:0
    - 3. First reading approved on September 24, 2018 / Vote 11:0

- B. AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24 FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR SUPPLEMENTAL EXPENDITURE IN THE AMOUNT OF \$100,000 FOR FUNDING OF THE IMPACT FEE WAIVER FOR AFFORDABLE HOUSING DEVELOPMENT ([backup](#))
1. Consideration of third and final reading on October 22, 2018
  2. Second reading approved on October 8, 2018 / Vote 10:0
  3. First reading approved on September 24, 2018 / Vote 11:0
  4. Finance Committee discussed and recommended funding approval on August 27, 2018 / Vote 7:0
- C. AN ORDINANCE AUTHORIZING TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 90 – PARKS AND RECREATION ([backup](#))
1. Consideration of third and final reading on October 22, 2018
  2. Second reading approved on October 8, 2018 / Vote 10:0
  3. First reading approved on September 24, 2018 / Vote 11:0
  4. Governmental Committee discussed and recommended first reading approval on September 4, 2018 / Vote 6:0
- D. AN ORDINANCE ACKNOWLEDGING THE TERMINATION OF AN EXISTING MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (RIVERPORT) PURSUANT TO SECTION 4-1-170 OF THE *CODE OF LAWS OF SOUTH CAROLINA* 1976, AS AMENDED, AND AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH JASPER COUNTY (THE “PARK”), SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH JASPER COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (4) OTHER MATTERS RELATED THERETO.(PROJECT PEACH / RIVERPORT II) ([ordinance](#)) ([agreement](#))
1. Consideration of third and final reading on October 22, 2018
  2. Second reading approved on October 8, 2018 / Vote 10:0
  3. First reading approved on September 24, 2018 / Vote 11:0
  4. Finance Committee discussed on Monday, September 24, 2018 / Vote 7:0
- E. AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$1,027,757 FROM THE 2% LOCAL HOSPITALITY TAX FUNDS TO THE COUNTY GENERAL FUND FOR IMPROVEMENTS TO THE FACTORY CREEK (WHITEHALL) BOAT RAMP ([backup](#))
1. Consideration of third and final reading on October 22, 2018
  2. Second reading approved on October 8, 2018 / Vote 10:0
  3. First reading approved on September 24, 2018 / Vote 11:0
  4. Finance Committee discussed and recommended on August 27, 2018 / Vote 5:0:1

F. A RESOLUTION AND PETITION OF THE HILTON HEAD PUBLIC SERVICE DISTRICT TO DIMINISH TMS R510 101 000 0361 0000 FROM ITS SERVICE BOUNDARIES (ONE OLD HOUSE CAY ISLAND) ([backup](#))

1. Public hearing only
2. Resolution considered for adoption on October 22, 2018 (Item 10J)

12. MATTERS ARISING OUT OF EXECUTIVE SESSION

13. PUBLIC COMMENT – Speaker sign-up encouraged

14. ADJOURNMENT

# PROCLAMATION



**WHEREAS**, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

**WHEREAS**, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

**WHEREAS**, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

**WHEREAS**, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

**WHEREAS**, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

**WHEREAS**, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

**NOW, THEREFORE, BE IT RESOLVED**, that Beaufort County Council hereby proclaim October 23-31, 2018 as Red Ribbon Week.

Dated this 22<sup>nd</sup> day of October, 2018.

A handwritten signature in blue ink, which appears to read "D. Paul Sommerville". The signature is written in a cursive style and is positioned above a horizontal line.

D. Paul Sommerville, Chairman  
Beaufort County Council



GySgt Anna Schidrich teaching a drug-free lesson to kids at Lowcountry Day.

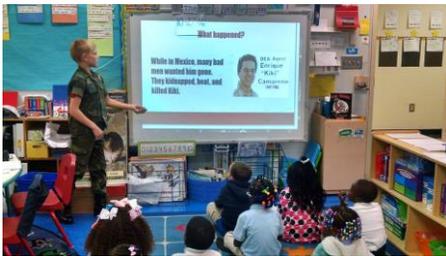
## PARRIS ISLAND YOUNG MARINES

STRENGTHENING THE LIVES OF AMERICA'S YOUTH



### MISSION

The mission of the Young Marines is to positively impact America's future by providing quality youth development programs for boys and girls that nurtures and develops its members into responsible citizens who enjoy and promote a healthy, drug-free lifestyle.



LCpl Lucas Smith presenting to Kindergarten about Kiki Camarena.

### DISCIPLINE \* LEADERSHIP \* TEAMWORK

As Parris Island Young Marines, we strive to:

- \* Promote the mental, moral, and physical development of its members.
- \* Instill in its members the ideals of honesty, fairness, courage, respect, dependability, attention to duty, love of God, country, and family.
- \* Stimulate an interest in and respect for, academic achievement and the history and traditions of the United States of America.
- \* Promote physical fitness through physical activities, including participation in athletic events and close order drill.
- \* Advocate a drug-free lifestyle.



PFC Myniya Charles at Drug Take Back Day aboard MCRD Parris Island.

### UNIT LEADERSHIP AND CONTACTS

#### UNIT COMMANDER, DELROY TINGLEY

(985) 640-0904  
delroy.d.tingley@usmc.mil

#### XO AND TRAINING OFFICER, RACHAEL SMITH

(843) 812-3392  
parrislandyoungmarines@gmail.com



PFC Nathan Smith working to get over 450 pledges to be drug free.

### DRUG DEMAND REDUCTION ACCOMPLISHMENTS

Our Parris Island Young Marines participate in many events to encourage others to be drug free. Those include:

- \* 2017 Kiki Camarena 2<sup>nd</sup> Place Award Recipient from the DEA
- \* Partner with Beaufort County Alcohol and Drug Prevention
- \* International Overdose Awareness Day – 2017
- \* Drug Take Back Program
- \* Drug Free Pledge Posters and Online Pledge Form
- \* Classroom Presentations: reached over 1,000 students in local schools
- \* Football Outreach: reached 1,280 people with over 450 drug-free pledges
- \* Trick-or-Treat Outreach: handed out drug-free goodies to over 125 kids
- \* MCRD Parris Island Halloween Party: 370 youth reached
- \* Port Royal Trunk or Treat Outreach: handed out over 1,000 DDR materials
- \* Over 500 hours combined of Drug Demand Reduction in our unit.
- \* Received Red Ribbon Week Proclamations from SC Governor Henry McMaster, Commanding Officer M.W. Stover aboard MCAS Beaufort, City of Beaufort Mayor Billy Keyserling, Port Royal Mayor Samuel Murray, Bluffton Mayor Lisa Sulka, and Hilton Head Mayor David Bennett.



PFC Halston Jones-Capps handing out DDR stickers at Halloween Party.

# PARRIS ISLAND YOUNG MARINES DRUG DEMAND REDUCTION ACCOMPLISHMENTS ALL YEAR PICTURES



YMs sharing message and helping at the Military Appreciation Day.



LCpls Nathan and Lucas Smith talking about staying drug free.



Sheriff Tanner at the Fed Up Rally teaching about the Opioid problem in Beaufort.



YMs with Ms. Rose our Navy Fed Representative.



PFC Funez and LCpl Smith sharing about being drug free and getting signatures.



LCpls Nathan Smith, Lucas Smith and TG Maxwell at candlelight vigil.



YMs filled 717 boxes for Operation Christmas Child.



Color Guard detail at the Beaufort Town Council for RRW Proclamation



PFC Thompson at the candlelight vigil at the Fed Up Rally.



Young Marines getting ready for the Veteran's Day Parade



PFC Thompson teaching about the danger of different drugs.



Battalion YM B-day: Won Battalion YM of the Year and RA of the Year.



Young Marines getting ready for the Christmas Parade – Toys for Tots



PFC Thompson explaining the drug identification kit.



PFC Funez getting pledges to be drug free after his presentation.

# PARRIS ISLAND YOUNG MARINES DRUG DEMAND REDUCTION ACCOMPLISHMENTS RED RIBBON WEEK PICTURES



Red Ribbon Week Proclamation from Mayor Billy Keyserling.



Wade Bishop telling us about drug abuse statistics in Beaufort County.



LCpls Nathan and Lucas Smith during Trunk of Treat RRW Outreach



Red Ribbon Week Proclamation from Mayor Lisa Sulka



PFC Funez teaching a 4th Grade class at Whale Branch about Drug Prevention.



LCpls Nathan and Lucas Smith during Trick or Treat Halloween Outreach



Red Ribbon Week Proclamation from Mayor Samuel Bennett



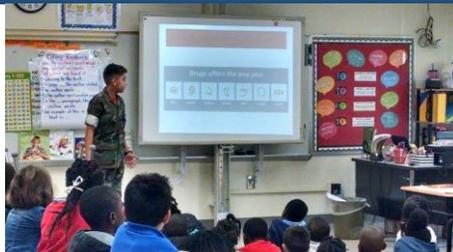
LCpl Vande Burt teaching 6<sup>th</sup> grade at Lowcountry Montessori



LCpl Lucas Smith and Pvt TJ Harden at Football RRW Outreach



Color Guard during the Red Ribbon Week Proclamation Ceremony



Pvt Boyer teaching 3<sup>rd</sup> grade at Whale Branch about Drug Prevention.



Group of Young Marines at the International Overdose Awareness Day



Red Ribbon Week Proclamation from Mayor David Bennett



Our YM Unit doing a formation run for the 1<sup>st</sup> Annual DDR Dash to support Red Ribbon Week.



SSgt Schidrich teaching Middle School students about effects of Alcohol.



October is  
**Anti-Bullying**  
Month

**WHEREAS**, the declaration of October as Anti - Bullying Awareness Month is intended to draw attention to the benefits of resolution and prevention of conflicts in educational environments, the importance of student education on the impacts of bullying, raising awareness and facilitating frank discussion of the dangers of bullying; and

**WHEREAS**, bullying negatively impacts our community and we must work together to educate our community about what can be done to prevent bullying and how to support victims; and

**WHEREAS**, since 2012, the Rotary Club of the Lowcountry and the Beaufort County School District have successfully collaborated to combat bullying by engaging sixth graders in an anti-bullying educational program and provided additional resources; and

**WHEREAS**, over 6,077 sixth graders have participated in this educational program to date; and

**WHEREAS**, in addition to the program, a mobile APP as well as a 1-800 phone number were developed to further facilitate education and report bullying; and

**WHEREAS**, the Rotary Club of the Lowcountry and Beaufort County School District encourage every person to speak out when witnessing acts of bullying however small; and

**WHEREAS**, Beaufort County has dedicated individuals and organizations who work daily to counter the problem of bullying, and who help victims obtain the assistance they need; and

**WHEREAS**, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing bullying in Beaufort County through prevention, education, and increased awareness.

**NOW, THEREFORE, BE IT RESOLVED**, that Beaufort County Council joins advocates and supports service programs in the belief that all community members must be part of the solution to end bullying. We, along with the Rotary Club of the Lowcountry and Beaufort County School District, do hereby proclaim October as "Anti-bullying Awareness Month."

Dated this 22th day of October, 2018.



D. Paul Sommerville, Chairman  
Beaufort County Council

## **Adopt-A- Highway Recognition**

**October 22, 2018**

1. **HH Strong tower SDA** - This Adopt-A-Highway group is a mix of youth and adults from the Seventh Day Adventist Church. Together they tackle the litter on Foreman Hill Road in Bluffton. Members of the Seventh Day Adventist Church wanted to get involved in the community and teach the youth at the same time. They have accomplished both missions, serving others and teaching the kids the harmful effects of litter. Thank you for serving Beaufort County.
2. **The Reed Group**- Last year, Reed Group employees noticed an abundance of trash on Highway 278 and wanted to take action. They decided to get involved and help clean up the litter by joining the Beaufort County Adopt-A- Highway program. The Reed family has always strived to make this area a beautiful place to live. Adopting a stretch of Highway 278 is an important part of that vision. Thanks for your efforts!

Official Proceedings  
County Council of Beaufort County  
September 24, 2018

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

A caucus of the County Council of Beaufort County was held Monday, September 24, 2018 beginning at 5:00 p.m. in the Large Meeting Room of the Bluffton Branch Library, located at 120 Palmetto Way, Bluffton, South Carolina.

**ATTENDANCE**

Chairman D. Paul Sommerville, Vice Chairman Gerald Stewart, and Council members Rick Caporale, Michael Covert, Gerald Dawson, Brian Flewelling, Steven Fobes, York Glover, Alice Howard, Stewart Rodman and Roberts "Tabor" Vaux present.

**PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance.

**CALL FOR EXECUTIVE SESSION**

It was moved by Mr. Rodman, seconded by Mr. Stewart, that Council go immediately into executive session for discussion of proposed purchase of Whitehall Park, legal advice regarding pending litigation (Malind Bluff proposed settlement) and legal advice regarding South Carolina Ethics Act and upcoming referendum. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**EXECUTIVE SESSION**

**ADJOURNMENT**

Council adjourned at 6:00 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST: \_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

Official Proceedings  
County Council of Beaufort County  
September 24, 2018

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

The regular session of the County Council of Beaufort County was held Monday, September 24, 2018 beginning at 6:00 p.m. in the Large Meeting Room of the Bluffton Branch Library, located at 120 Palmetto Way, Bluffton, South Carolina.

**ATTENDANCE**

Chairman D. Paul Sommerville, Vice Chairman Gerald Stewart, Council members Rick Caporale, Michael Covert, Gerald Dawson, Brian Flewelling, Steven Fobes, York Glover, Alice Howard, Stewart Rodman and Roberts "Tabor" Vaux present.

**PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance.

**INVOCATION**

Council member York Glover gave the Invocation.

**RECOGNITION / PUBLIC WORKS DEPARTMENT CLEAN UP EVENT**

Chairman Paul Sommerville recognized the Public Works Department for the recent clean up event and thanked them for their efforts. A Countywide Fall Cleanup Day will be held November 1, 2018.

**RECOGNITION / ADOPT-A-HIGHWAY VOLUNTEER GROUPS**

Chairman Paul Sommerville recognized the following Adopt-A-Highway groups – Bluffton Kiwanis Club, Oldfield, and Stock Farmers -- and thanked them for their vigilant efforts in making Beaufort County a cleaner, safer and more beautiful place to live, work and visit.

## **ADMINISTRATIVE CONSENT AGENDA**

### **Review of the Proceedings of the Caucus held August 27, 2018**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Howard, that Council approve the minutes of the caucus held August 27, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **Review of the Proceedings of the Regular Session held August 27, 2018**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Howard, that Council approve the minutes of the regular session held August 27, 2018. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

## **Committee Reports**

### **Community Services Committee**

#### **Disabilities and Special Needs Board**

Scott Scobey

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Mr. Scobey, representing Countywide, received the six votes required for appointment to serve as a member of the Disabilities and Special Needs Board.

Community Services Committee nominated Ms. Wendy Bukowski, representing Countywide, to serve as a member of the Disabilities and Special Needs Board.

### **Finance Committee**

Finance Committee Chairman Jerry Stewart stated several items will be coming out of today's Finance Committee meeting for Council's approval, but due to a lack of time, many items were deferred to the next meeting of the Finance Committee.

### **Accommodations (State 2%) Tax Board**

Mrs. Howard nominated Mr. Jonathan Sullivan, representing the hospitality industry, to serve as a member of the Accommodations (State 2%) Tax Board.

### **Governmental Committee**

#### **Lady’s Island / St. Helena Island Fire District**

Governmental Committee nominated Mr. Chet Houston, representing Lady’s Island, to serve as a member of the Lady’s Island /St. Helena Island Fire District.

#### **Construction Adjustments and Appeals Board**

Governmental Committee nominated Mr. Albert Thomas, representing Design Professional / Contraction / Building Industry, to serve as a member of the Construction Adjustments and Appeals Board.

### **Natural Resources Committee**

Natural Resources Committee Chairman Brian Flewelling said there were previous discussions regarding a possible makeup meeting for the Natural Resources Committee meeting on September 26, 2018, but have since decided to hold all items until the regularly scheduled Natural Resources Committee meeting of October 25, 2018.

#### **Rural and Critical Lands Preservation Board**

Beekman Webb

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Mr. Webb, representing Council District 2, received the six votes required for appointment to serve as a member of the Rural and Critical Lands Preservation Board.

Robert Hutton

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Mr. Hutton, representing Council District 8 (serving out of district), received the six votes required for appointment to serve as a member of the Rural and Critical Lands Preservation Board.

### **Public Facilities Committee**

Public Facilities Committee Chairman Stu Rodman stated on Thursday, September 27, 2018 at the Hilton Head Island Branch Library there will be a public hearing relative to the November referendum.

### **Keep Beaufort County Beautiful Board**

Christopher Campbell

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Mr. Campbell, representing Council District 1, received the six votes required for appointment to serve as a member of the Keep Beaufort County Beautiful Board.

### **Woodland Estates and Burlington Estates Special Purpose Tax District**

Zarah Goodyear

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Ms. Goodyear, representing Council District 1, received the six votes required for appointment to serve as a member of the Woodland Estates and Burlington Estates Special Purpose Tax District.

### **PUBLIC COMMENT**

Mr. Fereol de Gastyne, a resident of Lady's Island and representative of Concerned Citizens of Lady's Island, spoke about the live oaks at Whitehall on Lady's Island, the gridlock on Sea Island Parkway, and the park on Whitehall Plantation. He expressed his support for a 10-acre passive park at Whitehall. He asked Council to take fast action to secure the park land.

Mr. Bob Semmler, Planning Commission Chairman, spoke in favor of Whitehall Park. Council needs to think about the future.

Ms. Kathy Mixon, a Beaufortonian, spoke of the true value of open lands and parks. She asked Council to approve a ten-acre park at Whitehall. The Friends of Whitehall has accumulated over 6,000 signatures in favor of the Park.

Mr. Paul Butare, Chairman of Friends of Whitehall Park, said the prospect of a park at Whitehall has ignited the passion of the community. Tonight, we either mark the beginning of something wonderful or have our hopes dashed. Please vote in favor of the Park at Whitehall.

Ms. Amber Hester Qunne, a resident of Alljoy, spoke about the round building at Buckingham. She asked for information on the building.

Mrs. Cindy Baysden, Executive Director of Beaufort County Open Land Trust, stated for almost 50 years, the Open Land Trust has worked to preserve the soul of Beaufort County. Beaufortians understand the need to be good stewards of our environment – protecting views, staying vigilant about water quality, providing parks and open space, and not building on every square inch of land available. Over the years, Beaufort County Council has understood this. Council members with vision and foresight have voted to partner with the Open Land Trust on projects critical to the heart and soul of Beaufort County. Certain council members have left a legacy of being responsive to what the people of Beaufort want. Right now, the people want a 10-acre park at Whitehall. Do the right thing and partner with the Open Land Trust.

Ms. Ashley Rhodes, a resident of the City of Beaufort, spoke on behalf of many young parents. We live in one of the greatest places in America. Every decision made today is passed to the next generation. She thanked Council for their time and service to the community, and for their careful consideration of a 10-acre park on Whitehall.

Mrs. Kate Tomenski, from Buck Point Road Community, said that this year the community has been subjected to large numbers of people using short-term rental at a certain address. We are not in transient zoning. This location is not zoned for short-term rentals. There is a petition that has been distributed to County Council. Many meetings have occurred on this issue. There needs to be strict enforcement of existing regulations regarding short-term rentals. Beaufort County is special in many regards and we need to maintain single family unity. This devalues our properties and causes limited access on the roadway.

Mrs. Martha Roland, resident of Buck Point Road Community, said she is impressed by the wonderful words from the residents of Beaufort County. This is a special place to live with the natural beauty. There are some special issues regarding the May River Community Preservation District. There was a plan put in place many years ago to preserve this area and keep it rural. We would like to see the zoning codes enforced for short term rentals within this district. An impact analysis needs to be required before approving bed and breakfast facilities in the area. This affects the community and the wildlife habitats.

Mrs. Pat Harvey-Palmer, a resident of St. Helena Island, spoke about the beauty coming across the bridges from Beaufort to Hilton Head Island, as well as her love for Beaufort County. She urged Council to listen to their constituents. This park, at Whitehall, is a gift. Please protect this property.

Mr. Colden Battey, member of Beaufort County Open Land Trust, said Whitehall is the finest area for a park. There is no other place in northern Beaufort County that could compare with this area.

There are 6,000 signatures on a petition in support of this park. This project has created so much support because the people of northern Beaufort County want this park. He hopes Council votes unanimously in support of a park at Whitehall. The right thing to do is finance this park.

Mr. Mike Mishane, a resident of Charleston, spoke in favor of a park at Whitehall. He spoke of Angel Oak which united an entire community in its quest to become a public park. He said yes, it was expensive, but today it is invaluable.

Mr. Glenn McKowski spoke in favor Whitehall Park. The right thing to do is finance this park.

Mrs. Kate Schaeffer, Coastal Conservation League, stated the Rural and Critical Lands Program is one of the best policies in Beaufort County. You have one immediate and three near-term opportunities: (1) Approve protection of Whitehall as a passive park. (2) Recognize the public's engagement and harness this energy with a few changes within the Rural and Critical Lands Program. (3) Support the referendum for Rural and Critical Lands to continue this good work. (4) Remember this enthusiasm beyond the November 6<sup>th</sup> election.

Mr. Craig Malloy said he asked for information through a Freedom of Information Act (FOIA) request regarding an assault that happened. The information provided by the FOIA led to the discovery that the previous County attorney, Mr. Gruber, investigated the assault. It is noticeable there are additional emails via the FOIA. He is interested in meeting with Council regarding this. Mr. Malloy has a lot of questions regarding these emails.

Mrs. Wendy Woods Weckerman spoke in support of the Whitehall Park.

**NEW BUSINESS / AN ORDINANCE AMENDING BEAUFORT COUNTY ORDINANCE 2017/34 TO DELETE THE QUESTION PERTAINING TO THE ISSUANCE OF \$120,000,000 OF GENERAL OBLIGATIONS BONDS AND MAKING QUESTION 2A NOW QUESTION 1**

It was moved by Mr. Flewelling, seconded by Mr. Glover, that Council approve on first reading an ordinance amending Beaufort County Ordinance 2017/24 to delete the question pertaining to the issuance of \$120,000,000 of General Obligation Bonds and making Question 2A now Question 1. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**TIME-SENSITIVE ITEMS POTENTIALLY COMING FORTH FROM AUGUST 27, 2018  
COMMITTEE MEETINGS FOR COUNCIL CONSIDERATION**

**DISCUSSION AND CONSIDERATION OF APPROVAL FOR FUNDING ASSISTANCE  
IN DEVELOPING WRIGHT FAMILY PARK AND CALHOUN STREET DOCK (TOWN  
OF BLUFFTON)**

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council approve funding to the Town of Bluffton, in the amount of \$350,000 for improvements to the Wrights Family Property to be developed into a passive park for public use. These monies would come from Local (3%) Accommodations Tax. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**AN ORDINANCE ACKNOWLEDGING THE TERMINATION OF AN EXISTING MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (RIVERPORT) PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, AND AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH JASPER COUNTY (THE “PARK”), SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH JASPER COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF AD VALOREM TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (4) OTHER MATTERS RELATED THERETO (PROJECT PEACH / RIVERPORT II)**

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council approve on first reading an ordinance acknowledging the termination of an existing Multi-County Industrial/Business Park (Riverport) pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and authorizing and approving (1) development of a new Joint County Industrial and Business Park pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, in conjunction with Jasper County (The “Park”), such park to be geographically located in Jasper County; (2) the execution and delivery of a written Park Agreement with Jasper County as to the requirement of payments of fee in lieu of ad valorem taxes with respect to park property and the sharing of the revenues and expenses of the Park; (3) the distribution of revenues from the Park within Beaufort County; and (4) other matters related thereto (Project Peach / Riverport II). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**A SUPPLEMENTAL ORDINANCE CLARIFYING A TIMELINE FOR FUNDS FROM THE COUNTY TO THE TECHNICAL COLLEGE OF THE LOWCOUNTRY FOR THE CONSTRUCTION OF THE LOWCOUNTRY CULINARY INSTITUTE AND TOURISM CENTER**

It was moved by Mr. Stewart, as Finance Committee Chairman, seconded by Mrs. Howard, that Council approve on first reading a supplemental ordinance, by title only, clarifying a timeline for funds from Beaufort County to the Technical College of the Lowcountry for the construction of the Lowcountry Culinary Institute and Tourism Center. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**A POTENTIAL INTERGOVERNMENTAL AGREEMENT WITH JASPER COUNTY AND THE JASPER COUNTY SCHOOL DISTRICT REGARDING A JOINT SHELTER**

It was moved by Mr. Stewart, as Finance Committee Chairman, seconded by Mr. Flewelling, that Council approve an Intergovernmental Agreement with Jasper County and the Jasper County School District to build a Joint Shelter. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO BID AT THE 2018 TAX SALE AND EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACQUISITION OF TMS# R100 025 000 050C 0000 IN THE EVENT THE COUNTY SUBMITS A SUCCESSFUL BID**

This item did not move forward out of the September 24, 2018 Finance Committee meeting for Council's approval.

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURCHASE TWO PARCELS OF LAND KNOWN AS TMS# R100 025 000 050A 0000 AND TMS# R100 025 000 0323 000**

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council adopt a resolution authorizing the Interim County Administrator to purchase two parcels of land known as TMS# R100 025 000 050A 0000 and TMS# R100 025 000 0323 000. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**ITEM REMOVED FROM CONSENT AGENDA**

**AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$764,420.00 FROM THE 2% LOCAL HOSPITALITY TAX FUNDS TO THE COUNTY GENERAL FUND FOR IMPROVEMENTS TO THE FACTORY CREEK (WHITEHALL) BOAT RAMP**

Main motion: It was moved by Mr. Stewart, as Finance Committee Chairman, no second required that Council approve on first reading an ordinance to appropriate funds not to exceed \$764,420 from the 2% Local Hospitality Tax Funds to the County General Fund for improvements to the Factory Creek (Whitehall) Boat Ramp.

Mr. Stewart removed this item from the Consent Agenda. There was some confusion at the Committee level due to the money that was already approved for the engineering and design. This amount needs to be changed to include the 10% contingency and \$70,000 credit. The actual amount should be \$1,027,757.

Motion to amend by substitution: It was moved by Mr. Stewart, seconded by Mr. Fobes, that the ordinance be amended to change “funds not to exceed \$764,420” to “funds not to exceed \$1,027,757”. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Vote on the main motion, to include the motion to amend: Council approve on first reading an ordinance to appropriate funds not to exceed \$1,027,757 from the 2% Local Hospitality Tax Funds to the County General Fund for improvements to the Factory Creek (Whitehall) Boat Ramp. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE CONVEYANCE OF 51 BALL PARK ROAD TO THE GULLAH FARMERS COOPERATIVE ASSOCIATION**

Mr. Flewelling removed this item from the Consent Agenda to allow Mr. Glover to recuse himself from the discussion and any action taken on this item.

It was moved by Mr. Flewelling, seconded by Mrs. Howard, that Council adopt a resolution authorizing the Interim County Administrator to execute any and all necessary documents for the conveyance of 51 Ball Park Road to the Gullah Farmers’ Cooperative Association. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. RECUSAL – Mr. Glover (recused himself from any of the discussion regarding the conveyance of property at 51 Ball Park Road. He serves as a member of the Gullah Farmers’ Association). The motion passed.

**A RESOLUTION FORMALIZING THE APPOINTMENT OF THOMAS J. KEAVENY, II AS INTERIM COUNTY ADMINISTRATOR FOR THE PURPOSE OF PROVIDING AUTHORIZATION TO OUTSIDE AGENCIES TO ENTER INTO CONTRACTS, ACCEPT GRANT AWARD FUNDS, AND OTHER ACTS NECESSARY IN THE BEST INTERESTS OF THE CITIZENS, RESIDENTS AND VISITORS OF BEAUFORT COUNTY**

Mr. Caporale removed this item from the Consent Agenda due to not knowing how this would impact discussions or legal opinions regarding the Independent Consultant contract Mr. Keaveny entered into with Mr. Gruber.

Mr. Caporale said there is a grant application from the Sheriff's Office wherein there is the need to provide a document that identifies the authorized agent for the County. It came up from the grant provider.

It was moved by Mr. Dawson, seconded by Mr. Glover that Council adopt a resolution formalizing the appointment of Thomas J. Keaveny, II as Interim County Administrator for the purpose of providing authorization to outside agencies to enter into contracts, accept grant award funds, and other acts necessary in the best interests of the citizens, residents and visitors of Beaufort County. The vote: YEAS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Mr. Caporale. The motion passed.

**CONSENT AGENDA**

**TEXT AMENDMENT TO CHAPTER 4 (FUTURE LAND USE), APPENDIX 4G, DAUFUSKIE ISLAND PLAN OF THE BEAUFORT COUNTY COMPREHENSIVE PLAN TO REPLACE THE EXISTING DAUFUSKIE ISLAND PLAN WITH A NEW DAUFUSKIE ISLAND PLAN**

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve text amendments occurred at the August 20, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council approve on second reading, text amendment to Chapter 4 (Future Land Use), Appendix 4G, Daufuskie Island Plan of the Beaufort County Comprehensive Plan to replace the existing Daufuskie Island Plan with a new Daufuskie Island Plan. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, October 8, 2018 beginning at 6:30 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort.

**AN ORDINANCE CLARIFYING THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE**

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve this text amendment occurred at the August 20, 2018 meeting of the Natural Resources Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council approve on second reading an ordinance clarifying the adoption of the International Existing Building Code. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, October 8, 2018 beginning at 6:30 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort.

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR SUPPLEMENTAL EXPENDITURE IN THE AMOUNT OF \$100,000 FOR FUNDING OF THE IMPACT FEE WAIVER FOR AFFORDABLE HOUSING DEVELOPMENT**

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve this text amendment occurred at the August 27, 2018 meeting of the Finance Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council approve on first reading an ordinance to amend Beaufort County Ordinance 2018/24, for FY 2018-2019 Beaufort County Budget to provide for supplemental expenditures in the amount of \$100,000 for funding of the Impact Fee Waiver for Affordable Housing Development. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**AN ORDINANCE AUTHORIZING TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 90 – PARKS AND RECREATION**

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve these text amendments occurred at the September 4, 2018 meeting of the Governmental Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council approve on first reading an ordinance authorizing text amendments to the Beaufort County Code of Ordinances, Chapter 90 – Parks and Recreation. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF CASSIDY ROAD RIGHT OF WAY FOR USE AS A FUTURE FRONTAGE ROAD**

This item comes before Council under the Consent Agenda. Discussion and recommendation of Interim County Administrator to execute the necessary documents occurred at the August 27, 2018 meeting of the Public Facilities Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council adopt a resolution authorizing the Interim County Administrator to execute any and all necessary documents for the purchase of Cassidy Road right-of-way for use as a future frontage road. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**CONTRACT AWARD / EMERGENCY MEDICAL SERVICES (EMS) PURCHASE FOR TWO AMBULANCES**

This item comes before Council under the Consent Agenda. Discussion and recommendation to approve a contract award occurred at the September 4, 2018 meeting of the Governmental Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council approve a contract award to AEV Northwestern Emergency Vehicles of Jefferson, North Carolina, in the amount of \$480,994 for two new 2018 Ford F450 4x2 ambulances. Funding will come from Account 10001230-54000, General Fund, EMS, Vehicle Purchases. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**PUBLIC HEARINGS**

**AN ORDINANCE TO ESTABLISH, PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK, IN CONJUNCTION WITH ALLENDALE COUNTY, BAMBERG COUNTY, BARNWELL COUNTY, COLLETON COUNTY, HAMPTON COUNTY, AND JASPER COUNTY; TO PROVIDE FOR A WRITTEN AGREEMENT BY BEAUFORT COUNTY WITH ALLENDALE COUNTY, BAMBERG COUNTY, BARNWELL COUNTY, COLLETON COUNTY, HAMPTON COUNTY, AND JASPER COUNTY AS TO THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK AMONG TAXING ENTITIES HAVING JURISDICTION OVER THE PARK; TO PROVIDE FOR A FEE IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (JASPER OCEAN TERMINAL)**

The Chairman opened a public hearing beginning at 6:30 p.m. for the purpose of receiving public comment regarding an ordinance to establish, pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, a Multi-County Industrial/Business Park, in conjunction with Allendale County, Bamberg County, Barnwell County, Colleton County, Hampton County, and Jasper County; to provide for a written agreement by Beaufort County with Allendale County, Bamberg County, Barnwell County, Colleton County, Hampton County, and Jasper County as to the sharing of the revenues and expenses of the Park; to provide for the distribution of revenues from the Park among taxing entities having jurisdiction over the Park; to provide for a fee in lieu of ad valorem taxation; and other matters related thereto (Jasper Ocean Terminal). After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:31.

It was moved by Mr. Stewart, as Finance Committee Chairman, no second required, that Council approve on third and final reading an ordinance to establish, pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, a Multi-County Industrial/Business Park, in conjunction with Allendale County, Bamberg County, Barnwell County, Colleton County, Hampton County, and Jasper County; to provide for a written agreement by Beaufort County with Allendale County, Bamberg County, Barnwell County, Colleton County, Hampton County, and Jasper County as to the sharing of the revenues and expenses of the Park; to provide for the distribution of revenues from the Park among taxing entities having jurisdiction over the Park; to provide for a fee in lieu of ad valorem taxation; and other matters related thereto (Jasper Ocean Terminal). The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**AN ORDINANCE AUTHORIZING THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA, TO ISSUE GENERAL OBLIGATION BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING \$5,300,000, SUBJECT TO A SUCCESSFUL REFERENDUM IN THIS DISTRICT; AND OTHER MATTERS RELATING THERETO**

The Chairman opened a public hearing beginning at 6:33 p.m. for the purpose of receiving public comment regarding an ordinance authorizing the Fripp Island Public Service District, South Carolina, to issue General Obligation Bonds in a principal amount not exceeding \$5,300,000 subject to a successful referendum in this District; and other matters relating thereto. After calling three times for public comment, and receiving none, the Chairman called the hearing closed at 6:34.

It was moved by Mr. Stewart, as Finance Committee Chairman, that Council approve on second reading an ordinance authorizing the Fripp Island Public Service District, South Carolina, to issue General Obligation Bonds in a principal amount not exceeding \$5,300,000 subject to a successful referendum in this District; and other matters relating thereto. The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**MATTERS ARISING OUT OF EXECUTIVE SESSION**

It was moved by Mr. Glover, seconded by Mr. Flewelling, that Council authorize the Interim County Administrator to enter into a contractual agreement to purchase 9.72 acres of land, in the amount not to exceed \$4,371,000, for property R123-14-2, also known as Whitehall property.

Mr. Glover said this is a piece of property that could benefit this community for years to come. It would be a passive park designated for future generations. He hopes Council moves forward with this purchase.

Mr. Covert thanked the people of northern Beaufort County who spoke before Council in regard to Whitehall Park. There has been great dialogue regarding this property. The City of Beaufort voted to take on the maintenance of the property. The Friends of Whitehall, through volunteer hours, said that they too will be involved in the maintenance. He thanked the City of Beaufort. He said there are reservations in regard to the business side of things, but agrees with the practicality of this project. The property has a strikingly beautiful view. He said he will be voting in favor of this project.

Mr. Fobes said this is a wonderful piece [of land] in Beaufort County. There are three things that are a concern: (1) The transaction – the developer, who will develop the non-park part of this property, is paid a certain amount of dollars and what we are being asked to contribute is more than half of the purchase price which does not make sense. (2) The scoring of this project by Rural and Critical Lands staff did not score well. This scored at 4.96 on a scale of 1-10. (3) Typically, when you have a project like this within a municipality, you have participation from the municipality. Other than the maintenance agreement, the County is getting zero participation from

the City of Beaufort. He said he is conflicted. He appreciates the public engagement. He will not vote in favor of this project.

Mr. Rodman said this is a tough decision. We have the low ranking of the Rural and Critical Lands Program, it is high dollars, and the City of Beaufort does not seem “gung-ho” about this project. He said he did hear the people. If the Council members north of the Broad River want this, he will vote in favor. The sequence of events would be to sign an agreement, the developer buys the property then sell us our parcel. This would then create a taxable event of the seller subject to normal tax rates. If you play those numbers out, it could be an approximately \$1 million in taxes that the seller would have to pay. If we did a simultaneous closing, the developer would save the tax that they would be paying. Maybe we, as a group, are leaving a sizable amount of money on the table due to the timing of the closing.

Mr. Flewelling said on a recent trip to Alaska he saw less [nature] than what he sees here in Beaufort County on a daily basis. This park will only enhance the exposure to the natural world. He expressed his sensitivity to the Council members’ concerns. What is the value to the community? The community values this project.

Mrs. Howard thanked the constituents who spoke on this topic. She said she is grateful to be in Beaufort County and has a grandson and granddaughter who she would like to be able to enjoy Whitehall.

Mr. Stewart said he agrees with Mr. Fobes and Mr. Rodman. Buying this property would be the first time we purchased a piece of property in another governmental jurisdiction where they did not significantly participate. He is disappointed in the City of Beaufort not stepping forward. This is the lowest scored property that Rural and Critical Lands would purchase. We have turned down many properties that scored much higher. We are going against our own rules and values that are part of the ordinance. The price, even though it is appraised high, is way out of line and is one of the highest price per acre purchased under Rural and Critical Lands. Prior to the meeting, his intent was to vote against it. However, because of the heartfelt public comments that were said tonight and because of the conviction and the way the comments were presented, he is going to now vote in favor of it. Pertaining to the earlier comments, Mr. Stewart strongly felt that there was no reason to relate this purchase to the referendum for the bridges over Hilton Head Island. He has been very careful in his decisions to do choose what is best for the county as a whole; not giving preference one way or another to northern or southern Beaufort County.

Mr. Fobes echoed Mr. Stewart’s comments. The inflammatory comments made earlier about holding the vote hostage was offensive and until that comment, he was changing his vote. He is now wavering on which way he will vote. He takes a position for all of Beaufort County; not just for Hilton Head Island, not just for the City of Beaufort.

Mr. Glover, who served as a member of the Rural and Critical Lands Board for several years, said the ranking criteria is geared more toward rural property rather than critical property. He does not see the rating as bad for critical property.

Mr. Rodman hopes the Rural and Critical staff sit down with the seller to discuss any opportunities to fine tune any taxable events for some savings.

Mr. Sommerville stated he hopes this purchase passes.

The vote: YEAS – Mr. Caporale, Mr. Covert, Mr. Flewelling, Mr. Fobes, Mr. Dawson, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**MOTION TO EXTEND BEYOND 8:00 P.M.**

It was moved by Mr. Flewelling, seconded by Mr. Vaux, that Council extend beyond 8:00 p.m. The vote: YEAS –Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Glover, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart, and Mr. Vaux. NAYS – Mr. Caporale. The motion passed.

**PUBLIC COMMENT**

There were no requests to speak.

**ADJOURNMENT**

Council adjourned at 8:25 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

D. Paul Sommerville, Chairman

ATTEST: \_\_\_\_\_

Connie L. Schroyer, Clerk to Council

Ratified:

## EXECUTIVE COMMITTEE

October 2, 2018

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

The Executive Committee met Tuesday, October 2, 2018 beginning at 10:00 a.m., in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

### CALL TO ORDER

Chairman Paul Sommerville called the meeting to order beginning at 10:00 a.m.

### ATTENDANCE

Members Gerald Dawson, Brian Flewelling, Alice Howard and Stu Rodman present. Chairman Jerry Stewart absent. Non-committee members Rick Caporale, Michael Covert, Steven Fobes, York Glover, D Paul Sommerville and Robert "Tabor" Vaux. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County staff: Chris Inglese, Assistant County Attorney; Gary James, Assessor; and Tom Keaveny, Interim County Administrator and County Attorney.

### ACTION ITEM

#### 1. Executive Session

**Motion:** It was moved by Mr. Rodman, seconded by Mr. Fobes, that Committee go immediately into executive session for discussion of employment of a person regulated by County Council. The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mrs. Howard, Mr. Rodman and Mr. Sommerville. ABSENT – Mr. Stewart. The motion passed.

**Status:** Committee went into executive session for discussion of employment of a person regulated by County Council.

### INFORMATION ITEM

#### 2. Matters Arising Out of Executive Session

**Status:** No matters came out of executive session.

## EXECUTIVE COMMITTEE

October 8, 2018

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

The Executive Committee met Monday, October 8, 2018 beginning at 9:00 a.m., in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

### CALL TO ORDER

Chairman Paul Sommerville called the meeting to order beginning at 9:00 a.m.

### ATTENDANCE

Chairman Jerry Stewart, and members Gerald Dawson, Brian Flewelling, Alice Howard and Stu Rodman present. Non-committee members Rick Caporale, Michael Covert, Steven Fobes, York Glover and D Paul Sommerville also present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County staff: Tom Keaveny, Interim County Administrator and County Attorney.

Council Chairman Paul Sommerville chaired the meeting.

### INFORMATION ITEMS

#### 1. Executive Session

Motion: It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Committee go immediately into executive session for discussion of employment of a person regulated by County Council. The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mrs. Howard, Mr. Rodman Mr. Sommerville and Mr. Stewart. The motion passed.

**Status:** Committee went into executive session for discussion of employment of a person regulated by County Council.

#### 2. Recess

**Status:** The Committee recessed at 10:54 a.m.

#### 3. Reconvene of Executive Committee

**Status:** The Committee reconvened at 11:14 a.m.

#### 4. Executive Session

**Motion:** It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Committee go immediately into executive session for discussion of employment of a person regulated by County Council. The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mrs. Howard, Mr. Rodman Mr. Sommerville and Mr. Stewart. The motion passed.

**Status:** Committee went into executive session for discussion of employment of a person regulated by County Council.

#### 5. Matters Arising Out of Executive Session

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

**Status:** No matters came out of executive session.

DRAFT

Boards and Commissions  
Reappointments and Appointments  
October 22, 2018

**1 Finance Committee**

***Airports Board***

<u>NominateD</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
10.08.18	Bill Turesi	Hilton Head Island Town Council	Appoint	6/11	Partial Term	2/19

**1 Governmental Committee**

***Daufuskie Island Fire District***

<u>NominateD</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
10.08.18	Andrew Mason	Daufuskie Island Fire Service Area	Appoint	6/11	Partial Term	2/22

**2 Natural Resources Committee**

***Rural and Critical lands Board***

<u>NominateING</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
10.22.18	Douglas Koop	Council District 5	Appoint	6/11	Partial Term	2/21

***Zoning Board of Appeals***

<u>NominateING</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
10.22.18	Bernard Rivers	Northern Beaufort County	Appoint	6/11	Partial Term	2/21

**Ordinance 2018/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

**WHEREAS**, due to the Beaufort County Animal Services Facility project, it is necessary for Beaufort-Jasper Water & Sewer Authority (BJWSA), to locate water and sanitary sewer infrastructure to service the new facility; and

**WHEREAS**, Beaufort-Jasper Water & Sewer Authority has requested that Beaufort County grant it a Utility Easement for the nonexclusive right to enter the County Parcel for the purpose of erecting, operating and maintaining water and sanitary sewer infrastructure across portions of the County’s property; and

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

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

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:**

- (1) The Interim County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Exhibit A”; and
- (2) The Interim County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the construction and installation of the new water and sanitary sewer infrastructure to occur as agreed upon by the County and Beaufort Jasper Water Sewer Authority.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**BLANKET EASEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Beaufort County** (hereinafter called Grantor) and the **Beaufort Jasper Water and Sewer Authority** (hereinafter called the "Authority").

**WITNESSETH** that, in consideration of One (\$1.00) Dollar received from the Authority, Grantor owning a tract or development known as **10 Pritcher Point Road** situated in the County of Beaufort, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the R.O.D. of said County:

SEE EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY REFERENCE  
(Hereinafter referred to as "Development")

This being the same real property described in Beaufort County's R.O.D. office Deed Book 3194 at page 1874 on November 29, 2012.

Specific locations of all future water and wastewater lines are to be mutually agreed upon by both the Grantor and the Authority. Grantor agrees to keep the area immediately adjacent to the water and wastewater lines free of any encumbrances that might interfere with operation and maintenance of the water and wastewater lines.

The Grantor hereby grants and conveys to the Authority, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under any and all streets, alleys roads, or other public ways or places of said Development now existing or hereinafter laid out, various utility pipelines, manholes, hydrants, valves, meters and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business, or that of municipal, public, or private systems, for the provision of the water and sewer services, together the right of ingress, egress, and access to and from such rights-of-way access and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to install utility pipelines, manholes, hydrants, and valves and meters in said Development near the lot lines, with the right from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land extending ten (10') feet on either side of the center of the pipeline, manholes, hydrants, valves, and meters; provided however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by the Authority in maintaining or repairing said utility pipelines, manholes, hydrants, valves, and meters shall be borne by the Authority, provided further, however that Grantor agrees for itself, its successors, and assigns, not to build or allow any structure to be placed on the premises in such a manner that will exist within ten (10) feet of center of the location of the water and wastewater lines in case such structure is built Grantor or successor or assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of the Authority herein. The parties to this Easement agree that if any repaving is required, said paving will be the sole responsibility of the Grantor. Notwithstanding the foregoing, the Authority will be responsible to repair and/or replace any other damage it causes to other utility lines serving the Development or any permanent improvement thereupon.





## EXHIBIT "A"

All that certain piece, parcel or lot of land, situate, lying and being in Okatie, Beaufort County, South Carolina containing 6.227 acres and being more particularly shown as "A portion of Parcel 61 Proposed Animal Shelter Parcel" on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80. For a more complete description as to metes, bounds, courses and distances, reference may be had to the above mentioned plat.

This being the same property, formerly being a portion of R603 013 000 0061, conveyed to the Grantor by Deed of Atlas SC I SPE, LLC dated November 26, 2012 and being recorded on November 29, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3194 at Page 1874.

**DMP: R600 013 000 0373 0000**







Animal Shelter  
10 Pritchard Point Road

OKATIE HWY

PRITCHER POINT RD

500 ft

HEFFAL

**Ordinance 2018/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

**WHEREAS**, due to the Beaufort County Animal Services Facility project, it is necessary for Hargray Communications Group, Inc, to locate telecommunications and internet infrastructure to service the new facility; and

**WHEREAS**, Hargray Communications Group, Inc. has requested that Beaufort County grant it a Non-Exclusive Telecommunications and Video and/or Broadband Facilities Easement to enter the County Parcel for the purpose of erecting, operating and maintaining Telecommunications and Video and/or Broadband infrastructure across portions of the County’s property; and

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

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

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:**

- (1) The Interim County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Exhibit A”; and
- (2) The Interim County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the construction and installation of the new telecommunications and internet infrastructure to occur as agreed upon by the County and Hargray Communication Group, Inc.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

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



Grantee agrees to maintain all Systems, including cables, wires, poles, pedestals and other usual fixtures and appurtenances in good condition, and Grantee shall repair and restore any damage to Grantor's real or personal property, restore all paving resulting from Grantee's construction, installation and/or maintenance of the Systems, or any use or presence surrounding the Property.

Grantor reserves the right to grant other easements or rights-of-ways upon, over across, through or under the easement property for utility, access or other purposes which do not unreasonably interfere with Grantee's easement hereunder. Grantor further reserves the right to construct any manner of things, including, but not limited to, roads, landscaping and signage or other items upon, over, across, through and under the Grantee's Systems, which do not unreasonably interfere with Grantee's easement hereunder.

Grantor further grants and conveys to Grantee the right, from time to time, to trim trees and underbrush that create obstructions to the non-exclusive utilization of the easement by Grantee; provided, however, any damage to the Property of Grantor caused by Grantee in maintaining or repairing said lines shall be borne by Grantee; provided, further, however, the Grantor shall have the right to request relocation of any underground facility from time to time at Grantor's expense; provided that such relocation continues to afford Grantee the use of Conduit System(s) on the Property.

It is specifically agreed that all Systems Facilities shall be located underground, with the exception of those pedestals and other fixtures that are necessary and are designed for above-ground location.

NOW THEREFORE, Grantor hereby warrants and represents that it is the fee simple owner of the Property and has the right and authority to make this Grant of easement. Grantor further covenants, that Hargray Communications Group, Inc., and its affiliates, success and assigns, subject to the terms and conditions of this instrument, shall peaceably and quietly enjoy the use of the easement herein granted in perpetuity without hindrance, objection or molestation.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns.



EXHIBIT "A"  
Easement and Access Area

All that certain piece, parcel or lot of land, situate, lying and being in Okatie, Beaufort County, South Carolina containing 6.227 acres and being more particularly shown as "A portion of Parcel 61 Proposed Animal Shelter Parcel" on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80. For a more complete description as to metes, bounds, courses and distances, reference may be had to the above mentioned plat.

This being the same property, formerly being a portion of R603 013 000 0061, conveyed to the Grantor by Deed of Atlas SC I SPE, LLC dated November 26,, 2012 and being recorded on November 29, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3194 at Page 1874.

**DMP: R600 013 000 0373 0000**



Animal Shelter  
10 Pritcher Point Road

OKATIE HWY

PRITCHER POINT RD

500 ft

HEFFAL

**Ordinance 2018/\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED  
CONVEYING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AT 10  
PRITCHER POINT ROAD, SOUTH CAROLINA**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

**WHEREAS**, due to the Beaufort County Animal Services Facility project, it is necessary for Beaufort-Jasper Water & Sewer Authority, to locate water and sanitary sewer infrastructure to service the new facility; and

**WHEREAS**, Beaufort-Jasper Water & Sewer Authority, Inc. has requested that Beaufort County deed a portion of the property for the purpose of installing a lift station more particularly shown as “BJWSA LIFT STATION, 1,600 sq. ft., 0.037 acres” on that certain plat prepared by T-Square Surveying, certified by William J. Smith, PLS, dated September 21, 2018 and attached hereto as Exhibit A; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested portion of real property as shown on the attached Exhibit “A”; and

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

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:** the Interim County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of the portion of real property as described herein.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

---

Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

---

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



for the provision of water and sewer services, together with the right of ingress, egress, and access to and from, and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

This being a portion of the property conveyed to the Grantor herein by deed of Atlas SC I SPE, LLC, a North Carolina limited liability company, dated November 26, 2012, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Records Book 3194 at Page 1874.

TAX REF: R600 013 000 0373 0000 (PORTION OF)

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

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns forever.

AND, the said BEAUFORT COUNTY, a political subdivision of the State of South Carolina, does hereby bind itself and its Successors and Assigns to warrant and forever defend, all and singular, the said Premises unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns, against itself and its Successors and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of the undersigned this \_\_\_\_ day of \_\_\_\_\_,

2018.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
witness signature

\_\_\_\_\_  
Notary Public signature

BEAUFORT COUNTY, a political  
Subdivision of the State of South Carolina

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

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

STATE OF SOUTH CAROLINA                    )  
  )     PROBATE  
COUNTY OF BEAUFORT                    )

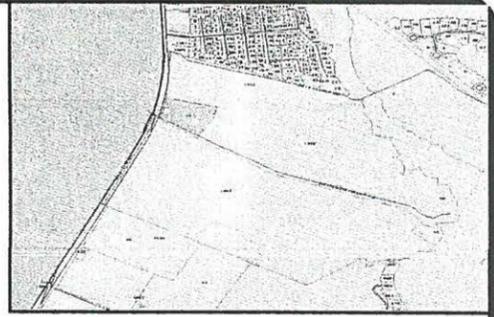
PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Beaufort County, a political subdivision of the State of South Carolina, by \_\_\_\_\_ its \_\_\_\_\_, sign, seal and as its act and deed, deliver the within written Deed, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

\_\_\_\_\_  
witness signature

LINE TABLE		
LINE	LENGTH	BEARING
L1	108.31	S56°52'54"E
L2	34.74	N33°07'06"E
L3	220.24	N13°40'51"E
L4	42.20	N66°46'50"E
L5	32.60	S87°28'03"E
L6	15.29	S13°47'15"W
L7	118.89	S56°52'54"E
L8	49.74	N33°07'06"E
L9	212.74	N13°40'51"E
L10	31.27	N66°46'50"E
L11	26.18	S87°28'03"E
L12	40.00	S76°12'36"E
L13	40.00	S13°47'15"W
L14	40.00	N76°12'45"W
L15	40.00	N13°47'15"E



LOCATION MAP NOT TO SCALE

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA ANGLE
C4	38.85	54.50	38.04	N12°41'41"E	40°50'51"
C5	25.97	69.50	25.82	S02°58'34"W	21°24'36"
C6	49.55	69.50	48.51	N12°41'41"E	40°50'51"
C7	20.37	54.50	20.25	S02°58'34"W	21°24'36"

PARCEL 61  
N/F  
BEAUFORT COUNTY

PARCEL 373  
#1533  
(AREA INCLUDES LIFT STATION)  
271,262 sq. ft.  
6.227 acres

PARCEL 61  
N/F  
BEAUFORT COUNTY

PARCEL 6  
N/F  
LCP III LLC & J NATHAN DUGGINS III

LINE TABLE		
LINE	LENGTH	BEARING
L117	172.14'	N54°28'31"W
L118	153.39'	N55°08'38"W
L119	272.01'	N55°09'55"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	3569.33	269.17	269.10	N14°41'27"E	4°19'15"
C2	3569.33	121.96	121.95	N11°33'06"E	1°57'28"
C3	3569.33	202.56	202.53	N08°56'49"E	3°15'05"

- NOTES: 1. According To FEMA Flood Insurance Rate Map # 450025 0055 D This Lot Appears To Lie In A Federal Flood Plain Zone C, Minimum Required Elevation N/A Ft. NGVD29
2. This Property May Be Subject To Easements, Protective Covenants And Other Facts That May Be Revealed By A Complete Title Search.
3. All Building Setback Requirements Should Be Verified With The Proper Authorities Prior To Design And Construction.

DIST. 600, MAP 13, PARCEL 373

REFERENCE PLAT(S):

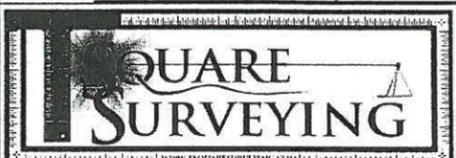
A PLAT BY WILLIAM J. SMITH, DATED 8/2/2016, PREPARED FOR BEAUFORT COUNTY, JOB#95-089BD.

THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF

**BJWSA**

A BJWSA LIFT STATION ACQUISITION PLAT ON PARCEL 373 OKATIE HIGHWAY, DISTRICT 600, TAX MAP 13, BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA.

DATE: SEPTEMBER 21, 2018



PROFESSIONAL LAND SURVEYORS  
P.O. Drawer 330  
139 Burnt Church Road  
Bluffton, S.C. 29910  
tsquare@hargray.com  
Phone 843-757-2650 Fax 843-757-5758

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE INDICATED

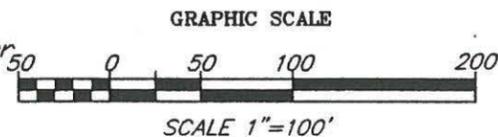
*William J. Smith*  
WILLIAM J. SMITH, PLS # 26960



EXEMPT  
This plat of parcels is exempt from having to obtain a subdivision approval under the provision of the Beaufort County Community Development Ordinance provided for in Division 7.2

Section 7.2.70 (b)(7)(A)  
Exempt By: *WJ Smith*  
10/1/2018

BEAUFORT COUNTY SC-ROD  
BK 150 Pg 34  
INST# 2018053019 RCPT#907185  
DATE: 10/01/2018 01:07:06 PM  
REC FEES: \$0.00  
CO\$0.00 ST\$0.00 TR\$0.00





Animal Shelter  
10 Pritcher Point Road

OKATIE HWY

PRITCHER POINT RD

500 ft

HEFFAL

**Ordinance 2018/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A BILL OF SALE GRANTING OWNERSHIP OF CERTAIN INFRASTRUCTURE MATERIALS TO BEAUFORT JASPER WATER AND SEWER AUTHORITY RELATED TO THE ANIMAL SHELTER PROJECT**

**WHEREAS**, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

**WHEREAS**, due to the Beaufort County Animal Services Facility project, it is necessary for Beaufort-Jasper Water & Sewer Authority (BJWSA), to locate water and sanitary sewer infrastructure to service the new facility; and

**WHEREAS**, Beaufort-Jasper & Water Sewer Authority has requested that Beaufort County execute a Bill of Sale attached hereto and incorporated by reference as Exhibit “A” regarding equipment installed on County property for water and sanitary sewer infrastructure; and

**WHEREAS**, the list of materials being conveyed in the Bill of Sale and becoming an attachment to the real property and subject to maintenance by BJWSA is attached hereto and incorporated by reference as Exhibit “B”; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Bill of Sale; and

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

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** that the Interim County Administrator is hereby authorized to execute the Bill of Sale as described herein.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

---

Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

---

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:





## EXHIBIT B

### Water

- \_\_\_\_\_ LF of 8" DR18, C900 PVC waterline
- \_\_\_\_\_ LF of 6" DR18, C900 PVC waterline
- \_\_\_\_\_ LF of 4" PVC waterline
- 1 " service
- 2 fire hydrants
- 7 Associated gate valves/valve boxes

### Sewer

- \_\_\_\_\_ LF of 6" SDR-26 sewer line
- 2 Sanitary sewer manholes
- 1 Pump Station



Animal Shelter  
10 Pritchard Point Road

OKATIE HWY

PRITCHER POINT RD

500 ft

HEFFAL

**ORDINANCE 2018 \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS TO LEASE A PORTION OF A BUILDING ON DAUFUSKIE ISLAND (DAUFUSKIE ISLAND STORE)**

**WHEREAS**, Beaufort County is the owner of Parcel Number R800 024 000 0032 0000 and also known as 15 Haig Point Road; and

**WHEREAS**, a portion of the above referenced parcel, the portion known as the Daufuskie Island Store is available for lease and John Hill wishes to lease the property from the County for the purpose of a general store; and

**WHEREAS**, the Interim County Administrator has negotiated a lease with John Hill for the use of the general store space; and

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

**WHEREAS**, County Council finds that it is in the best interests of Beaufort County citizens, residents and visitors to lease the Daufuskie Island General Store to John Hill.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute any and all documents necessary to lease a portion of 15 Haig Point Road, Parcel Number R800 024 000 0032 0000 the portion known as the Daufuskie Island General Store to John Hill.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

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

COUNTY OF BEAUFORT )  
 )  
STATE OF SOUTH CAROLINA )

**LEASE AGREEMENT**

**IN CONSIDERATION** of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" whose mailing address is County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **John Hill**, whose mailing address is \_\_\_\_\_, \_\_\_\_\_, SC \_\_\_\_\_ hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

- 1. DESCRIPTION OF LEASED PREMISES.** The Daufuskie Island Store located at 15 Haig Point Road, Daufuskie Island, SC on Parcel Number R800 024 000 0032 0000 and adjacent to Marshside Mama's.
- 2. TERM.** The term of this Lease shall be month to month.
- 3. RENT.** Tenant agrees to the following consideration in exchange for occupying the aforementioned premises: Tenant will (a) be responsible for maintaining the property including the bathrooms (including all necessary supplies), the well and the well house which are located thereon in a neat, clean and useable manner; (b) will keep the grass mowed, litter picked up, removed and the property free from hazards of all kinds; (c) be responsible for, and pay, all utility bills such as electricity, internet, etc. which are associated with his use of the premises; and (e) ensure that the restaurant portion of the building remains secure and unoccupied and inform the Landlord of any disturbance thereof.
- 4. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.
- 5. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

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

**6. USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as the Daufuskie Island Store and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for any purpose other than as an The Daufuskie Island Store. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

**7. TENANTS OBLIGATIONS.** Tenant agrees and shall maintain the Leased Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services that may be necessary during those dates and times that Tenant shall enjoy possession and use of the facility.

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

**9. MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted

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

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

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

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

**14. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised quietly, peacefully and in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof excepted.

**15. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereof, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

**16. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**17. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2

above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 15.

**18. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

**19. SEVERABILITY.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**20. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

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

**LANDLORD:**  
Beaufort County

By: \_\_\_\_\_  
Thomas J. Keaveny, II,  
Interim County Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**TENANT:**  
John Hill

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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



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

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee
FROM: David L Thomas, CPPO, Purchasing Director
SUBJ: State Contract Purchase
Purchase One CAT 420F2 Backhoe Loader for the Public Works Department, Stormwater Section
DATE: 10/15/2018

BACKGROUND:

The Purchasing Department received a request from the Public Works Director to purchase one CAT 420F2 Backhoe Loader to provide support to the Stormwater operations. The purchase is from a Sourcewell contract vendor (formerly NJPA) and has offered a fair and reasonable price. The price includes a five-year warranty.

Total cost of \$117,452 includes equipment, delivery, five-year warranty, all discounts, SC sales tax, and manuals (see the attached price quote).

VENDOR INFORMATION:

Blanchard Machinery, Hardeeville SC

COST:

\$117,452

Insert Addition Vendor Info.

FUNDING:

Account # 50250011-54200, Stormwater Utility, Specialized Capital Equipment
Stormwater Utility Enterprise Fund had a net position (fund balance) exceeding \$6 million as of June 30, 2018.

Funding approved: Yes By: aholland Date: 10/16/2018

FOR ACTION: Public Facilities Committee meeting on October 22, 2018.

RECOMMENDATION:

The Purchasing Department, and the Fleet Manager recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$117,452 to purchase the CAT 420F2 Backhoe Loader and warranty as outlined above in support of the Stormwater Section's continued effort to maintain and/or improve the County's drainage infrastructure.

Attachment: Backhoe Loader.pdf 1.04 MB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 10/16/2018

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 10/16/2018

Eric Larson, Director, Environmental Engineering & Land

Approved: Yes Date: 10/16/2018

Check to override approval: Overridden by: Override Date: ready for admin: [checked]

David Wilhelm, Director, Public Works Department

Approved: Yes Date: 10/16/2018

Check to override approval:  Overridden by:  Override Date:   ready for admin:   
 CC others

**After Initial Submission, Use the Save and Close Buttons**

BEAUFORT COUNTY GOVERNMENT-  
PUBLIC WORKS & MAINTENANC  
84 SHANKLIN RD  
BEAUFORT, SC 29901

September 26, 2018

Attention: CHAD STANLEY

Dear Chad,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Cat Model: 420F2 HRC Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Wiley Murph  
Machine Sales Representative

## Standard Equipment

### BOOMS, STICKS AND LINKAGES

14'4" Center pivot excavator style backhoe	Swing transport lock
Pilot operated joystick hydraulic controls with pattern changer valve	Street pads stabilizer shoes
Pilot operated stabilizer controls	Anti-drift hydraulics (Boom, Stick and E-Stick)
Boom transport lock	Cat Cushion Swing(tm) system
	Bucket level indicator

### POWERTRAIN

Transmission--four speed synchro mesh with power shuttle & neutral safety switch	integral precleaner, automatic dust
Torque converter	A dry-type axial seal air cleaner with Eco mode
High Ambient Cooling Package	Thermal starting aid system
Drive-line parking brake	Water separator with service indicator with Selective Catalytic Reduction(SCR)
Differential lock	US EPA Tier4 Final Emissions Compliant with ACERT technology.
disk brake with dual pedals & interlock	Direct Injection Turbo Charged Engine, Cat C4.4, 74.5KW (Net 93HP / 69kW)
Hydraulically boosted multi-plate wet indicator	
ejection system & filter condition	

### BOOMS, STICKS AND LINKAGE

Single Tilt Loader	Self-leveling loader with single lever
Transmission neutralizer switch control	Return-to-dig (auto bucket positioner)
	Lift cylinder brace

**ELECTRICAL**

Diagnostic ports for engine and machine

Electronic Control Modules

**POWERTRAIN**Spin-on fuel, engine oil & transmission oil filters  
Outboard planetary rear axles

Open Circuit Breather

**HYDRAULICS**Load sensing, variable flow system  
with 43 gpm axial piston pump  
6 micron hydraulic filter  
O-ring face seal hydraulic fittings  
Caterpillar XT-3 hoseHydraulic oil cooler  
Pilot control shutoff switch  
PPPC, Flow-sharing hydraulic valves  
Hydraulic suction strainer**ELECTRICAL**12 volt electrical start  
150 ampere alternator  
Horn and Backup Alarm  
Hazard flashers/turn signals  
Halogen head lights (4)  
Halogen rear flood lights (4)  
Stop and tail lightsAudible system fault alarm  
Key start/stop system  
880 CCA maintenance free battery  
Battery disconnect switch  
External/internal power receptacles(12v)  
Remote jump start connector**OTHER STANDARD EQUIPMENT**Operations and Maintenance Manual  
Lockable hood  
Tire Valve Stem ProtectionLong Life Coolant -30C (-20F)  
Padlocks (2 on ST, 3 on IT)**OPERATOR ENVIRONMENT**Lighted gauge group  
Interior rearview mirror  
Rear fenders  
ROPS canopy  
2-inch retractable seat belt  
Tilt steering column  
Steering knobHand and foot throttle  
Automatic Engine Speed Control  
One Touch Low Idle  
Floor mat and Coat Strap  
Lockable storage area  
Air suspension seat**OTHER STANDARD EQUIPMENT**Hydrostatic power steering  
Standard Storage Box  
Transport tie-downs  
Ground line fill fuel tank with 44  
gallon capacity  
Ground line fill diesel exhaust fluidtank with 5 gallon capacity  
Rubber impact strips on radiator guards  
Bumper  
CD-ROM Parts Manual  
Backhoe Safety Manual

**MACHINE SPECIFICATIONS**

**Description**

420F2 BHL IT, TIER 4, HRC  
CAB, DELUXE  
BUCKET-MP, 1.3 CYD, IT  
ENGINE, 74.5KW,C4.4 ACERT, T4F  
STICK, EXTENDABLE, 14FT  
HYDRAULICS, MP, 6FCN/8BNK, IT  
CARRIAGE, FORK  
AIR CONDITIONER, T4  
TIRES, 12.5 80/19.5L-24, FS  
COUNTERWEIGHT, 1015 LBS  
BUCKET-HD, 24", 6.2 CFT  
FORK TINE, 54" X 5" X 2"  
RIDE CONTROL  
SEAT, DELUXE FABRIC, HEATED  
GUARD, STABILIZER  
COLD WEATHER PACKAGE, 120V HRC  
CUTTING EDGE, TWO PIECE  
STABILIZER PADS, FLIP-OVER  
PRODUCT LINK, SATELLITE,PL631E  
SHIPPING/STORAGE PROTECTION  
RUST PREVENTATIVE APPLICATOR  
INSTRUCTIONS, ANSI  
BELT, SEAT, 2" SUSPENSION  
POWERTRAIN, 4WD, POWERSHIFT  
RADIO, FM BLUETOOTH  
WORKLIGHTS (8) HALOGEN LAMPS  
84" GRAPPLE RAKE IT

**PRICING**

Caterpillar 420F2 IT Backhoe Loader List Price	\$151,131.00
Less Sourcewell (Formerly NJPA) Discount 22%	(\$33,249.00)
Less Additional Blanchard Machinery Discount	(\$4797.00)
<hr/>	
Beaufort County Net Price	\$117,882.00
Freight and Prep	\$1147.00
Extended Warranty (Powertrain & Hydraulic)	\$2720.00
Sales Tax	\$500.00
<hr/>	
<b>Beaufort County Government Total</b>	<b>\$117,452.00</b>

Pricing Determined by NJPA Contract # 032515-CAT

**WARRANTY**

Standard Warranty: 12 Months - Unlimited  
Extended Warranty: 420-48 MO/5000 HR POWERTRAIN + HYDRAULICS

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
**Signature**





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

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee
FROM: David L Thomas, CPPO, Purchasing Director
SUBJ: State Contract Purchase
Request to Purchase One Bulldozer for the Public Works Department, Stormwater Section
DATE: 10/15/2018

BACKGROUND:

The Purchasing Department received a request from the Public Works Director to purchase one CAT D5K2 bulldozer to provide support to the Stormwater operations. The purchase is from a Sourcewell contract vendor (formerly NJPA) and has offered a fair and reasonable price. The price includes a five-year warranty.
Total cost of \$153,268 includes equipment, delivery, five-year warranty, all discounts, SC sales tax, and manuals (see the attached price quote).

VENDOR INFORMATION:

Blanchard Machinery, Hardeeville SC

COST:

\$153,268

Insert Addition Vendor Info.

FUNDING:

Account # 50250011-54200, Stormwater Utility, Specialized Capital Equipment
Stormwater Utility Enterprise Fund had a net position (fund balance) exceeding \$6 million as of June 30, 2018.

Funding approved: Yes By: aholland Date: 10/16/2018

FOR ACTION:

Public Facilities Committee meeting on October 22, 2018.

RECOMMENDATION:

The Purchasing Department and the Fleet Manager recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$153,268 to purchase the CAT D5K2 bulldozer and warranty as outlined above in support of the Stormwater Section's continued effort to maintain and/or improve the County's drainage infrastructure.

Attachment: Bull Dozer.pdf 942.88 KB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 10/17/2018

Check to override approval: Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 10/16/2018

Eric Larson, Director, Environmental Engineering & Land

Approved: Yes Date: 10/16/2018

Check to override approval: Overridden by:

Override Date: ready for admin: checked

David Wilhelm, Director, Public Works Department

Approved: Yes Date: 10/17/2018

Check to override approval:  Overridden by:  Override Date:   ready for admin:   
 CC others

**After Initial Submission, Use the Save and Close Buttons**

BEAUFORT COUNTY GOVERNMENT-  
PUBLIC WORKS & MAINTENANC  
84 SHANKLIN RD  
BEAUFORT, SC 29901

September 5, 2018

Attention: CHAD STANLEY

Dear Chad,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Cat Model: D5K2 LHAA Track Type Tractors with all standard equipment in addition to the additional specifications listed below:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Wiley Murph  
Machine Sales Representative

## Standard Equipment

### POWERTRAIN

Caterpillar C4.4 ACERT diesel engine  
turbocharged, EPA Tier 4 Final and  
EU Stage IV Certified Engine with  
Aftertreatment  
Aftercooler, Air to Air (ATAAC)  
Aluminum bar plate cooling system  
(radiator, powertrain)

Air cleaner with precleaner, automatic  
dust ejection and under-hood intake  
Dual path, closed-loop, hydrostatic  
transmission  
Electric Fuel priming pump  
Fuel/water separator  
Automatic Traction Control

### UNDERCARRIAGE

Salt undercarriage ( 43 - section )  
6 roller track frame  
Track rollers, lifetime lubricated

Carrier rollers  
Track adjusters, hydraulic  
Guards, Front/Rear guiding

### HYDRAULICS

3 valve hydraulics  
Single lever, three function control

Hydraulic pump and oil  
Stable Blade control

### ELECTRICAL

Alternator, 120 Amp, heavy duty brushless  
Alarm, backup  
Horn, electric  
Batteries, heavy duty , maintenance free,

1000 CCA.  
Diagnostic connector  
Starter electric 12V

**OPERATOR ENVIRONMENT**

Cab ROPS  
 Heater and AC  
 Seat, air suspended, cloth or vinyl  
 Seatbelt, retractable 3" ( 76mm )  
 Foot pads, dash  
 Electronic Monitoring System  
 with gauge for:  
 engine coolant temperature,  
 hydraulic oil temperature  
 fuel level, diesel exhaust fluid (DEF)  
 Travel speed limiter, electronic  
 Engine RPM and gear display  
 Hour meter, electronic  
 Engine air cleaner service indicator,  
 Electronic Security System  
 Water-in-fuel indicator, electronic

Throttle switch, rotary  
 Eco mode  
 Controls, seat mounted, fore/aft  
 adjustment  
 Armrests, adjustable  
 Mirror, rearview, inside  
 Single pedal combining deceleration and  
 braking functions  
 Independent forward/reverse speed  
 settings  
 Powerport, 12 volt  
 Coat hook  
 Storage compartment  
 Cup holder  
 Floor mat, rubber, heavy duty

**OTHER STANDARD EQUIPMENT**

C - Frame, variable pitch link,  
 hydraulic cylinders and lines  
 Engine enclosures  
 Front pull device  
 Rigid drawbar  
 Ecology drains ( engine, powertrain and

implement oil, and engine coolant)  
 Scheduled oil sampling ports (engine,  
 powertrain implement oil)  
 Vandalism protection  
 Heavy duty crankcase guard

**MACHINE SPECIFICATIONS****Description**

D5K2 LGP TRACTOR  
 BLADE, D5K LGP, ACCUGRADE  
 DRAWBAR, STANDARD  
 COUNTERWEIGHT, OMISSION, STD  
 LIGHTS, 4  
 HYDRAULICS, 3 VALVE, PUMP STD  
 PRODUCT LINK, CELLULAR PL641  
 GRILL, RADIATOR, STANDARD  
 GUARD GP, REAR OMISSION  
 INSTRUCTIONS, ANSI  
 GUARD, BELLY, LGP  
 ENGINE, EPA 4F, EU IV, JAPAN 2014  
 CAB, ROPS, HEATER & A/C  
 SEAT CLOTH  
 SOUND SUPPRESSION, OMISSION  
 UNDERCARRIAGE, SALT  
 TRACK, 26", MS, SALT, LGP  
 GUARD, TRK GUIDING, CENTER, SALT  
 CONTROL, SLOPE ASSIST, ARO  
 FRONT SWEEPS, REAR CONDENSOR GUARD, REAR SCREEN, SIDE SCREENS  
 PIN-ON ROOT RAKE BR5950

**PRICING**

Caterpillar D5K2 LGP Track Type Tractor List Price	\$184,405.00
Less Sourcewell (Formerly NJPA) Discount 23%	(\$42,414.00)
<hr/>	
Beaufort County Net Price	\$141,991.00
<hr/>	
Freight and Prep	\$1147.00
Extended Warranty (Powertrain & Hydraulic)	\$1141.00
Pin-On Root Rake	\$4230.00
Sweeps (Front & Rear) and Screens (Side & Rear)	\$4259.00
Sales Tax	\$500.00
<hr/>	
<b>Beaufort County Government Total</b>	<b>\$153,268.00</b>

Pricing Determined by NJPA Contract # 032515-CAT

**WARRANTY**

Standard Warranty: 12 Months - Unlimited  
Extended Warranty: D5-48 MO/5000 HR POWERTRAIN + HYDRAULICS

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

**Non-Caterpillar Options:**

- Sweeps
- Screens
- Root Rake





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

David L Thomas, Purchasing Director  
 dthomas@bcgov.net 843.255.2353

**TO:** Councilman Stu Rodman, Chairman, Public Facilities Committee

**FROM:** David L Thomas. CPPO. Purchasing Director

**SUBJ:** Sole Source Purchase  
 Sole Source Purchase of ThinkGard Total Data Security/Recovery Solution

**DATE:** 10/18/2018

**BACKGROUND:**

The Information Technology Systems Management Department seeks to secure a cloud-based backup solution that also includes disaster recovery failover to maintain continuity of critical servers in support of County operations. This purchase will help to ensure maximum availability of servers across multiple departments related to several technology-related programs, e.g. the Public Works ticketing system and county-wide telephone billing system. The solution includes backup verification, backup encryption (during transmission and when stored), and cloud-based and in-County emergency server hosting. A monthly maintenance/renewal fee will be incurred to support the backup appliance.

**VENDOR INFORMATION:**

**COST:**

ThinkGard, Pelham, AL	\$104,972.60 TOTAL
Backup Appliance Purchase Cost	\$ 46,620.60
DataGard Monthly Recurring Fee of \$10,392.00, November 2018 through June 2018	\$ 62,352.00

Insert Addition Vendor Info.

**FUNDING:**

10001150-51110 – Information Technology Systems Management Department, Maintenance Contracts

Funding approved:  Yes By: aholland Date: 10/18/2018

**FOR ACTION:** Public Facilities Committee occurring October 22, 2018.

**RECOMMENDATION:**

The Purchasing Department and Information Technology Systems Management Department recommends that the Public Facilities Committee approve and recommend to County Council the purchase of ThinkGard's cloud backup and restore solution for an initial purchase of \$42,620.60 with a monthly recurring cost of \$10,392.00 for the period of November 2018 through June 2019 and for a total cost of \$104,972.60.

Attachment: ThinkGard.pdf  
 655.28 KB

cc: Tom Keaveny, Interim County Administrator

Approved:  Yes Date: 10/18/2018

Check to override approval:  Overridden by: \_\_\_\_\_

Alicia Holland, Assistant County Administrator, Finance		Override Date:	<input type="text"/>
Monica Spells, Assistant County Administrator, Civic Eng.		Approved:	Yes <input type="button" value="v"/> Date: 10/18/2018 <input type="text"/>
Check to override approval: <input type="checkbox"/> Overridden by: <input type="text"/>		Approved:	Yes <input type="button" value="v"/> Date: 10/18/2018 <input type="text"/>
Daniel Morgan, Director, Mapping and Applications Dep.		Override Date:	<input type="text"/> ready for admin: <input checked="" type="checkbox"/>
Check to override approval: <input type="checkbox"/> Overridden by: <input type="text"/>		Approved:	Yes <input type="button" value="v"/> Date: 10/18/2018 <input type="text"/>
CC others		Override Date:	<input type="text"/> ready for admin: <input checked="" type="checkbox"/>

After Initial Submission, Use the Save and Close Buttons



# Non-Competitive Purchases Form

**This form shall be completed for any non-competitive purchase over \$2,500 that is not exempt.**

(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.

(b) Sole source procurement of a used item from the open market may only be considered, provided that:

(1) The using agency recommends purchase; (2) condition of the item is verified by appropriate County official; and (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

Code 1982 SS 12-19 Sec. 2-518 Sole source procurement

The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division; however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section. (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) Oil company credit cards (11) Articles for commercial sale by all governmental bodies

Code 1982 SS 12-14 Ord. No. 2000-1 S 1, 1-1-0-2000 Sec. 2-514 Exemption from procedures

Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Code 1982 SS 12-20 Sec. 2-519 Emergency procurements

Requesting Department: IT Requested Account Code: 10001150-51110

Description of Requested Services:

Cloud-based backup

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:

Backup Appliance, Implementation, and monthly DataGard

Cost of Requested Services: \$104,972.60

Requested Vendor Name: ThinkGard

Requested Vendor Address: 160 Yeager Parkway Suite 200 Pelham, AL 35124

Requested Vendor Phone Number: 205-564-2735 Requested Vendor Email Address: kevin@thinkgard.com

Type of Service Requested (Please check one) Construction  Service  Supply/Good

Please attach any documentation provided by the vendor that provides back up for the claims in this document.



# Non-Competitive Purchases Form

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

- It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.
- The procurement is for a used item from the open market. The item may only be considered if, (1) the using agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.
- The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:
  - Standardization
  - Warranty
  - Other, if selected please specify below.

- 
- An emergency exists that threatens the functioning of County government.
  - An emergency exists that threatens the preservation or protection of County property.

**What steps have been taken to verify that these features are not available elsewhere?**

- Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):

\_\_\_\_\_

- Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):

\_\_\_\_\_

Requester Name: Shakeeya Polite Requester Signature: Shakeeya Polite Date: 10/18/2018  
 Department Head Name: MONICA SPELS Department Head Signature: Monica Spels Date: 10/18/18



### Non-Competitive Purchases Form

For Purchasing Completion only:

Date Received in Purchasing Department: \_\_\_\_\_

- Reviewed by Purchasing Department for completeness

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

Reviewed by: \_\_\_\_\_

Verified that this is the only source:      Yes       No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchasing Director or His Designee Approval Signature: \_\_\_\_\_

Associated Purchase Orders Number: \_\_\_\_\_

Associated Contract Number: \_\_\_\_\_



We have prepared a quote for you

**Datagard Infinite Cloud Retention**

Quote # KF000304  
Version 1

Prepared for:

**Beaufort County SC**

Patrick Hill  
phill@bcgov.net

Monday, October 08, 2018

Beaufort County SC  
Patrick Hill  
PO Drawer 1228  
Beaufort, SC 29901  
[phill@bcgov.net](mailto:phill@bcgov.net)

Dear Patrick,

Thank you for the opportunity to propose your organization with the following backup & disaster recovery solution.

In order to provide the most robust disaster recovery solution possible, we provide a Hybrid Cloud system which consists of a local backup appliance that replicates to two offsite bi-coastal locations. We also employ image-based backups that allow us to recover the entire server (operating system, settings, files) as opposed to traditional file based backups. Using this method we can avoid costly downtime and quickly recover the entire server either locally or in the ThinkGard Cloud, depending on the type of disaster encountered. What makes our solution unique is that we also include turn-key management of the backup device, the backups on the server(s) and an offsite sync for you. *We also proactively build all of the associated documentation* to go along with the backup solution to make it a true Disaster Recovery/Business Continuity Program.

ThinkGard's unique approach includes providing assistance and support during disaster situations (file recovery, server recovery, local disaster, etc.) without additional charges which makes the cost of your solution predictable.

What makes us stand out? Technology Risk Management is all we do. Instead of taking over your IT services and infrastructure, we become the part of your team that is solely dedicated to the backup function. We believe that by *not* offering other types of products and services, we can be sure our technicians won't get easily distracted from competing priorities that could keep them from the laser focus that DR/BC requires to be effective within an organization. ThinkGard provides you with Total Data Security and as an added bonus.... we'll help you sleep at night.

This **Proposal Expires in 90 days** from the date above.

Kevin Fuller  
CTO  
ThinkGard LLC

## Executive Summary

### Who we are

The purpose of this document is to help familiarize you and your company with ThinkGard and to provide you with background information on us, specifics about our solution and how we compare to other Disaster Recovery / Business Continuity offerings. The most important thing to note about ThinkGard is that we are the only fully-managed, turn-key Disaster Recovery/Business Continuity specialists in the southeast. If downtime and/or data loss are unacceptable to your organization, we are what you have been looking for.

### Experience

The founders of ThinkGard, Paul Franks and Kevin Fuller, have a passion for Disaster Recovery and Business Continuity (DR/BC) that led them to sell their very successful full-service multi-million dollar Managed Services company of 10 years, US Teks in 2013 to focus 100% on DR/BC. The portfolio of full managed services (Including Disaster Recovery) consisted of over 50 clients with over 100 locations supported. Our flat rate monthly billing strategy allowed us to easily scale the business over time to maintain a very high uptime and client satisfaction levels. Before founding US Teks, Paul was responsible for the Disaster Recovery Planning and Testing for Vulcan Materials. Kevin was also responsible for DR/BC for the Birmingham and Atlanta offices of another publicly traded company. Establishing ThinkGard has allowed us to take the processes, procedures and methodologies of large publicly traded companies and bring it to organizations that would otherwise never have access to that level of sophistication.

### References

ThinkGard is proud to say we have a 100 percent client retention/satisfaction rate. We will provide references upon request.

## DataGard

Description	Recurring	Qty	Ext. Recurring
DataGard ICR - <b>Enterprise DataGard - 18TB Monthly Services</b> E18TB DataGard Monthly Protection and Replication	\$2,598.00	4	\$10,392.00

### Services Included in Monthly Rate

- Infinite Cloud Based Retention (ICR)
- Backups of multiple simultaneous servers to appliance at variable rates (1 hour – 24 hours)
- Backup replication to two Remote Back-up sites
- Storage Space at the Two Remote Sites
- Daily On-Going technical resources to keep backups running / assist in recovery scenarios
- On Call Troubling Shooting Service
- Technical Restore Process Documentation (Disaster Recovery)
- Annual System Testing Local and Cloud
- 30 days of off-site virtualization per year per server agent, after which a fee of \$200.00 per 24 hours will apply.

Monthly Subtotal: **\$10,392.00**

## Backup Appliance

Description	Price	Qty	Ext. Price
S-3E18000 <b>18TB Enterprise Appliance</b> CPU: 2x Xeon RAM: 256GB Array: RAID 6 NICs: 2x10GbE OS Drive: 120GB SSD Transfer Drive: 1x1TB Chassis: 2U	\$10,530.40	4	\$42,121.60

All backup appliances include 5 year hardware warranty and insurance policy to replace appliance in the event of a total disaster.

Subtotal: **\$42,121.60**

## Implementation

Description	Price	Qty	Ext. Price
Implementation <b>Implementation Services - Enterprise</b> Services - Enterprise Implementation Services	\$499.00	1	\$499.00

### Implementation

- \* Onsite Setup / Installation of backup appliance
- \* Assistance in installing backup agents on each server
- \* Initial disaster recovery testing to build technical DR Documentation
- \* Setup of Reporting / Alerting

Subtotal: **\$499.00**

## Datagard Infinite Cloud Retention

### Prepared by:

**ThinkGard LLC**

Kevin Fuller  
(205) 564-2734  
kevin@thinkgard.com

### Prepared for:

**Beaufort County SC**

PO Drawer 1228  
Beaufort, SC 29901  
Patrick Hill  
(843) 255-7044  
phill@bcgov.net

### Quote Information:

**Quote #: KF000304**

Version:  
Delivery Date:  
Expiration Date:

## Quote Summary

Description	Amount
Backup Appliance	\$42,121.60
Implementation	\$499.00
<b>Total: \$42,620.60</b>	

## Monthly Expenses Summary

Description	Amount
DataGard	\$10,392.00
<b>Monthly Total: \$10,392.00</b>	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. See Terms and Conditions Section. (.pdf file attached to electronic orders)

### ThinkGard LLC

Signature: \_\_\_\_\_  
Name: Kevin Fuller  
Title: CTO  
Date: 10/08/2018

### Beaufort County SC

Signature: \_\_\_\_\_  
Name: Patrick Hill  
Date: \_\_\_\_\_

## Terms & Conditions

### BACKUP AND DISASTER RECOVERY AGREEMENT TERMS

**Term.** This Agreement between Client and THINKGARD is effective upon the date signed by the Client, shall remain in force for a period of 3 year(s), and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed-to between the Client and THINKGARD in writing. Absent such a written adjustment, the Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement. This Agreement cannot be automatically renewed more than five (5) times.

- a. This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:
    - A. Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;
    - B. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client;
    - C. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
  - b. If either party terminates this Agreement, THINKGARD will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation. If Client terminates this Agreement without cause, Client agrees to pay THINKGARD a termination fee equal to seventy five percent (75%) of remaining Agreement value.
  - c. Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD.
1. **Services Provided** An on-site Network Attached Storage (NAS) unit that acts as a local storage device and stand-by server in the event of server and/or workstation failure. **(a)** Incremental backups done on the NAS as frequently as once an hour by default. **(b)** Secure Remote (Off-site) Storage provided at two (2) secure data centers. **(c)** Day-to-day data restoration of files, file folders, emails or email stores, SQL databases, and SharePoint. **(c)** Full data recovery from secure data centers with the most recent information stored offsite - in the event of total catastrophe, where the on-site server and NAS are lost. **(d)** Full management, monitoring, and testing of the NAS and remote storage.
  2. **Security** All data is fully encrypted during transmits off-site and while stored off-site. All data is stored off-site, in encrypted form, on multiple servers in two (2) highly secure data center facilities. **(a)** Each file is encrypted using 256-bit AES and SSL key-based encryption technology. 256-bit AES encrypted data cannot be read without the corresponding keys – a feature designed to prohibit the misuse of the encrypted data. **(b)** The on-site NAS unit communicates with off-site remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the Internet. **(c)** Data stored off-site remains encrypted at all times.
  3. **Data Deduplication and Compression** Data deduplication and compression occurs prior to data storage and transmit using state-of-the-art technology. This ensures that backups are completed in a shorter timeframe, less storage space is used on the on-site NAS and at the off-site data centers, and needed bandwidth to transfer data off-site remains manageable.
  4. **Backup Frequency** Servers can be backed up as frequently as once an hour by default. Retention policies can be customized to create as many archived versions of data and full recovery points as needed. Off-site backup frequency is continuous by default, and may be customized to meet Internet bandwidth limitations. Off-site backup frequency is ultimately dependent upon total data size, data changes, and available Internet bandwidth.

## Terms & Conditions

5. **Smart Data Transport** Data transmission can be configured to minimize Internet bandwidth consumption. The on-site NAS and propriety off-site data transfer system leverages advanced bandwidth throttling to schedule Internet bandwidth used depending on the time of day, customized for each day of the week. This allows bandwidth to be limited during business hours to maintain network functionality and maximize bandwidth during off-peak hours to efficiently transfer data off-site.
6. **Remote Storage provided at two high availability Data Centers in Pennsylvania and Utah** Highly redundant storage in multiple redundant cluster nodes at two (2) redundant bi-coastal data centers. **(a)** Connectivity provided by multiple providers with automatic failover capabilities. **(b)** Facilities power is supplemented with both battery backup and diesel generation capabilities. **(c)** Full physical security at each facility including global biometric authentication access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons. **(e)** Fire suppression and environmental control provided.
7. **Remote Storage and Base Remote Backup Image Creation** **(a)** Your data is stored (in encrypted form) in two (2) secure off-site data centers, located in Pennsylvania and Utah. **(b)** The initial backup will be sent via a SATA II drive to the primary remote storage facility. There is an approximate two-week turnaround time to seed the initial backup off-site. Incremental backups will occur during the off-site seeding process and will collapse into the main backup once the off-site transfer is complete.
8. **Recovery Time Objective (RTO)** THINKGARD will log all retrieval activities from the Client. **(a)** THINKGARD will attempt to resolve access, backup, or retrieval problems over the phone on first call within 24-hours of the first request. THINKGARD will restore a file, file folder, email or an entire mailbox, as needed, upon Client's call to the THINKGARD help desk **(b)** In a disaster, where Client loses its entire office, THINKGARD will have a new NAS imaged, with the most current backup information (usually, the previous day's data). The new NAS will be shipped out via next-business day air transportation to a location of your choice. When the NAS arrives, it will be ready for use as a virtual server. **(c)** The NAS can also be used to perform a bare metal restore to dissimilar hardware, which means that when a new server arrives, the NAS can be used to restore the most current data to the new server(s) and/or workstation(s), regardless of hardware.
9. **Off-Site Virtualization** In a disaster where Client loses its physical servers and NAS, servers and/or workstations may be virtualized off-site. **(a)** Servers can be virtualized in both off-site data centers. **(b)** Public IP and/or VPN access will be given to connect to remote virtual machines. Virtual machines can also be accessed using VNC and/or RDP.
10. **Ownership of the Data** The backup data being stored on the NAS and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, THINKGARD will assist Client in the orderly termination of services. This could involve copying the backup image to an external drive, which can be synchronized with the data on the NAS. The Client agrees to pay THINKGARD the actual costs of rendering such assistance.
11. **Catastrophe Service** In the event of a catastrophe, fees for the "Disaster Recovery Service" are covered in monthly Agreement
12. **Interference** The Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of THINKGARD or any other person or entity to terminate their relationship with THINKGARD.
13. **Warranty** THINKGARD warrants that THINKGARD's work will be performed in accordance with reasonable and customary practices prevailing at the time for its business. **(a)** As long as the monthly fees are current, the NAS unit shall be fully warranted and no additional charges will be incurred for hardware failure. Firmware and software updates are also included **(please note, however, that the NAS units cannot be modified in any way** or the hardware warranty(ies) and THINKGARD's warranties under this Agreement, shall be voided. This includes adding software applications to the NAS itself, adding memory and/or hard drives, etc.) **(c)** NAS replacement parts will be shipped next business day air transportation and prepaid by THINKGARD.

## Terms & Conditions

14. **Confidentiality** Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. THINKGARD designates the Deliverables and all information relating to the Deliverables as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.
15. **Equipment and Facilities** Client agrees that THINKGARD may utilize certain items of Their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.
16. **Passwords** THINKGARD acknowledges that it must have remote access to the backup appliance to perform their duties under this Agreement. **Backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.**
17. **No Third Party Beneficiary** Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from ThinkGard, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board.
18. **Dispute Resolution** This Agreement shall be governed by the state and Federal laws applicable to the State of Alabama, U.S.A.
19. **Force Majeure & Malicious Acts** THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.
20. **Taxes.** Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.
21. **Warranty of Representative Capacity** The Client warrants that its undersigned representative has the authority and capacity to bind Client to the terms and conditions of this Agreement and understands that THINKGARD has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.
22. **Severability** If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.
23. **Additional Documents** The Parties agree to cooperate to the extent possible and execute any and all supplementary documents and to take all additional actions which may become necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

## Terms & Conditions

24. **Remedy Upon Client's Payment Default:** Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law Alabama and/or the federal jurisdiction which includes said County of Shelby.
25. **Understanding** The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.
26. **Integrated Agreement** This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.
27. **Immigration** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
28. **Terms** By signing Client agrees to pricing and services terms indicated on proposal pricing pages.



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

David L Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee
FROM: David L Thomas. CPPO. Purchasing Director
SUBJ: State Contract Purchase
Purchase of Nutanix HCI Server System from State Contract
DATE: 10/18/2018

BACKGROUND:

The Information Technology Systems Management Department seeks to secure a hyper-converged infrastructure server system from Nutanix that allows for immediate redundant failover of critical servers for \$211,884.48. This system will replace the blade servers in the data center that are end-of-life in addition to servers expiring in 2019. This system will hold our Thomson Reuters Aumentum property tax software and Cisco Voice over Internet Protocol (VoIP) Telephony System, as well as our Domain server (a server computer that responds to security authentication requests, e.g. logging in, checking permissions, etc.) and the server housing all data for the Emergency Medical Services (EMS) Department.

VENDOR INFORMATION:

Data Network Solution, Chapin, SC
State Contract Pricing (contract # 4400018985)

COST:

\$229,884.48

Insert Addition Vendor Info.

FUNDING:

10001150-51110 - Information Technology Systems Management Department, Maintenance Contracts

Funding approved: Yes By: aholland Date: 10/18/2018

FOR ACTION:

Public Facilities Committee occurring October 22, 2018.

RECOMMENDATION:

The Purchasing Department and the Information Technology Systems Management Department recommends that the Public Facilities Committee approve and recommend to County Council the purchase of a Nutanix HCI Server System for the cost of \$229,884.48.

Nutanix Server System.pdf
60.51 KB

cc: Tom Keaveny, Interim County Administrator
Approved: Yes Date: 10/18/2018
Check to override approval: Overridden by: Override Date:
Alicia Holland, Assistant County Administrator, Finance
Approved: Yes Date: 10/18/2018
Monica Spells, Assistant County Administrator, Civic Eng
Approved: Yes Date: 10/18/2018
Check to override approval: Overridden by: Override Date: ready for admin:

Daniel Morgan, Director, Mapping and Applications Dep:  Approved: Yes  Date: 10/18/2018

Check to override approval:  Overridden by:  Override Date:  ready for admin:

CC others

**After Initial Submission, Use the Save and Close Buttons**



Jack Davis  
 Account Executive  
 Data Network Solutions  
[jdavis@datanetworksolutions.com](mailto:jdavis@datanetworksolutions.com)  
 (803) 991-3046  
[orders@DataNetworkSolutions.com](mailto:orders@DataNetworkSolutions.com)

Patrick Hill  
 Beaufort County Government  
 Beaufort Industrial Village 104  
 Industrial Village Rd Building 3  
 Beaufort, SC. 29902  
[email - phill@bcgov.net](mailto:email-phill@bcgov.net)  
 phone - 843-255-7085

<b>Quote:</b>	<b>QBC101818-1</b>
<b>Project:</b>	<b>Lenovo / Nutanix 3 Node Quote</b>

MFG	MFG PART#	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
<b>Hardware/Software:</b>					
Lenovo	7X84VP1T00	LENOVO DATA CENTER : custom HX5520 COB MC00112732 end 11/2/2018	3	\$ 66,503.11	\$ 199,509.33
Lenovo	5PS7A04030	LENOVO DATA CENTER : PROTECTION Ess Svc-3Y	3	\$ 1,090.66	\$ 3,271.98
Lenovo	5MS7A05690	LENOVO DATA CENTER : MANAGED ProServUnit Nutanix Base	3	\$ 1,090.66	\$ 3,271.98
Lenovo	5MS7A05692	LENOVO DATA CENTER : MANAGED ProServUnit Nutanix Adv + XCI	1	\$ 5,831.19	\$ 5,831.19
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Annual Maintenance/Support:</b>					
				\$ -	\$ -
<b>Installation Services:</b>					
DNS	Consulting services	Nutanix installation and migration - vSphere updates	10	\$ 1,800.00	\$ 18,000.00
<b>TOTAL</b>					<b>\$229,884.48</b>

Contract: State of SC 4400018985  
 Prepared by: Jack Davis  
 Dated: 10/18/18 Prices valid for 30 days. Quote Expires: 11/17/2018  
 DNS reserves the right to amend quotation if errors or omissions occur.  
 All information contained in this quote is confidential and not to be shared with any third parties unless authorized by DNS  
 Taxes, Shipping and Handling not included, and are billed as incurred.  
 Credit Card orders are subject to a 3% surcharge.  
 Returned hardware may be subject to a 25 % restocking fee.  
 All returns must be within 30 days of receipt, be pre-approved and have an DNS RMA#.  
 Terms are net 30 days from receipt of invoice. Accounts over 30 days subject to 18% late fees.  
 \*\*Purchase Orders can be emailed to [orders@datanetworksolutions.com](mailto:orders@datanetworksolutions.com)



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

David L Thomas, Purchasing Director  
 dthomas@bcgov.net 843.255.2353

**TO:** Councilman Stu Rodman, Chairman, Public Facilities Committee

**FROM:** David L Thomas. CPPO. Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation  
 IFB 092217, Voter Registration Warehouse Construction

**DATE:** 10/17/2018

**BACKGROUND:**

Beaufort County issued an Invitation for Bid (IFB) to solicit proposals from qualified firms to provide construction services for the addition of a 2,319 SF warehouse for use by the County Voter Registration Department. The site location is 15 John Galt Road, Beaufort Industrial Village, Beaufort, SC. A non-mandatory pre-bid meeting was held on August 24, 2017, at 3:00 pm in the Finance Conference Room and six (6) construction firms attended the meeting. Two bids were received and opened on September 22, 2017. The County received bids from the two firms listed below.

County staff evaluated the bids, along with our architect R. W Chambers, and determined that Patterson Construction was the lowest responsive and responsible bidder.

**VENDOR INFORMATION:**

**COST:**

1. Patterson Construction, Beaufort, SC ALT 1 = \$153,486; ALT 2 = \$45,888	\$199,374*
2. Paul S. Atkins Company, Statesboro, GA ALT 1 = \$265,450; ALT 2 = \$55,100	\$320,550

Insert Addition Vendor Info.

**FUNDING:**

\*Staff is requesting a 10% Contingencies of \$19,937.40 to cover any unforeseen conditions. The grand total for the project including the 10% contingency is \$219,311.40.

10001310-54420, Facilities Management, Renovation to Existing Buildings.

Funding approved: Yes By: aholland Date: 10/18/2018

**FOR ACTION:**

Public Facilities Committee on October 22, 2018.

**RECOMMENDATION:**

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award to Patterson Construction in the amount of \$199,374.00 and include a 10% contingency of \$19,937.40 for a total contract cost of \$219,311.40 for the new Voter Registration Warehouse from the funding source listed above.

Attachment: IFB 092217 Attachments.pdf  
 1.52 MB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 10/18/2018

Check to override approval:  Overridden by: \_\_\_\_\_ Override Date: \_\_\_\_\_

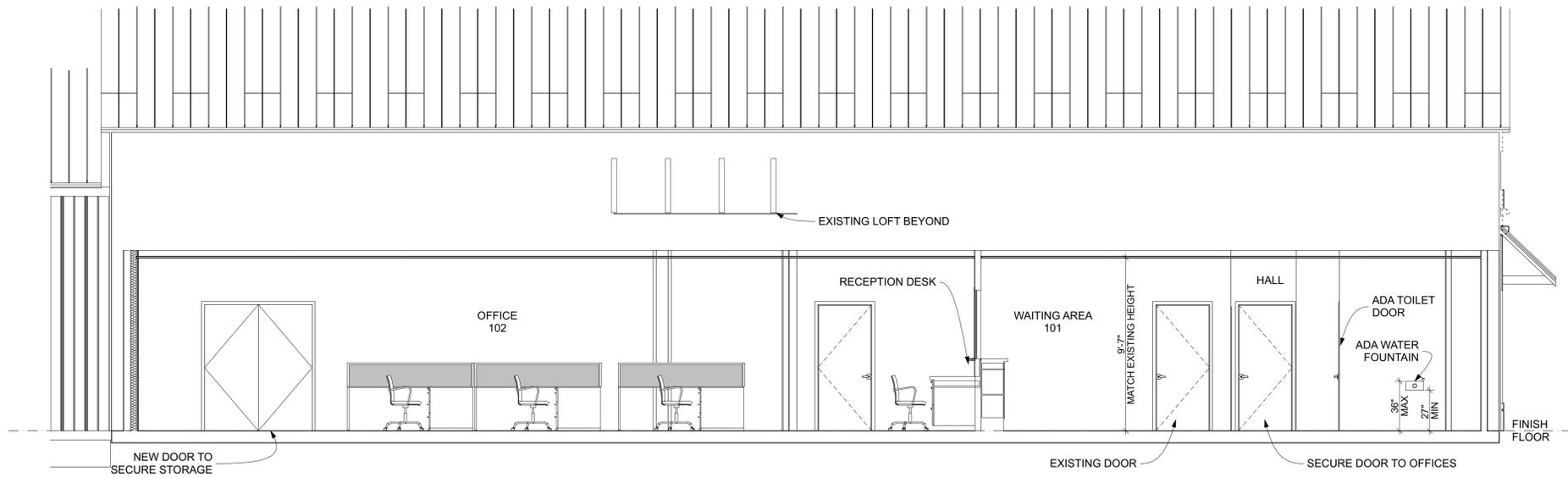
Alicia Holland, Assistant County Administrator, Finance  
 Approved: Yes Date: 10/18/2018

Monica Spells, Assistant County Administrator, Civic Eng  
 Approved: Select... Date: \_\_\_\_\_

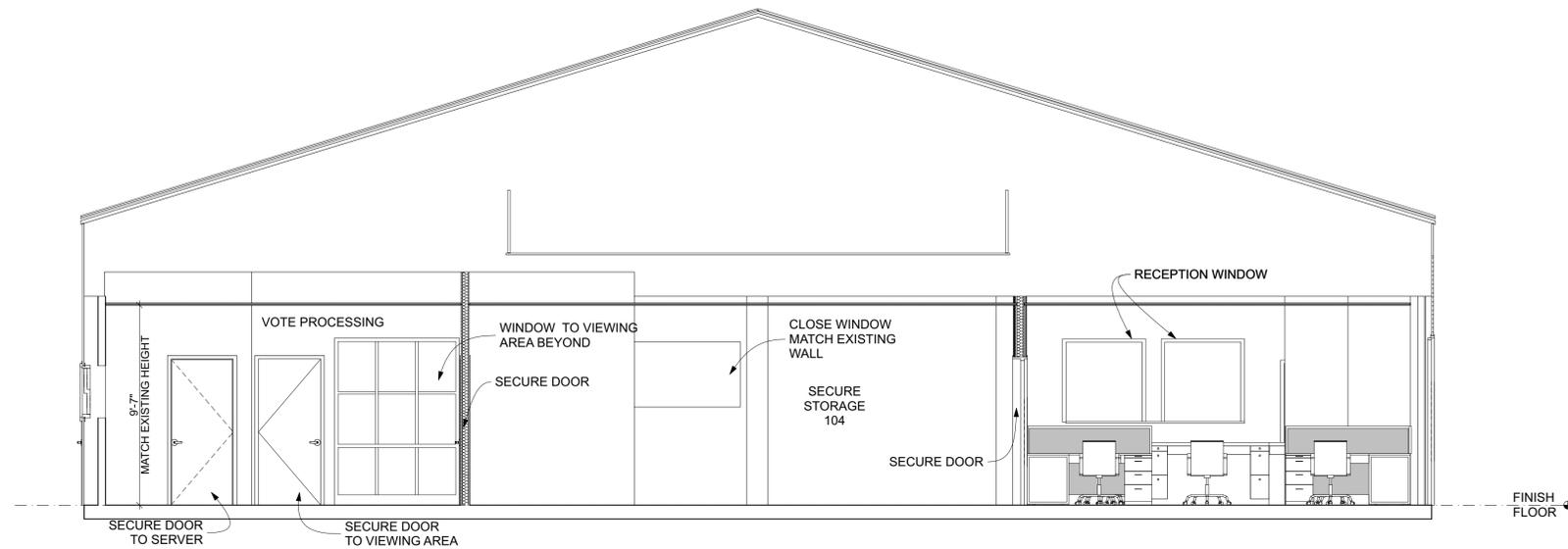
Check to override approval: <input checked="" type="checkbox"/>	Overridden by: <input type="text" value="Imaietta"/>	Override Date: <input type="text" value="10/18/2018"/>	<input type="button" value="ready for admin:"/>	<input checked="" type="checkbox"/>
	<input type="text" value="Robert McFee, PE, Division Director, Construction, Engin"/>	Approved: <input type="text" value="Yes"/>	Date: <input type="text" value="10/18/2018"/>	
Check to override approval: <input type="checkbox"/>	Overridden by: <input type="text"/>	Override Date: <input type="text"/>	<input type="button" value="ready for admin:"/>	<input checked="" type="checkbox"/>
	<input type="text" value="Mark Roseneau, Director, Facility Management Departm"/>	Approved: <input type="text" value="Yes"/>	Date: <input type="text" value="10/18/2018"/>	
Check to override approval: <input type="checkbox"/>	Overridden by: <input type="text"/>	Override Date: <input type="text"/>	<input type="button" value="ready for admin:"/>	<input checked="" type="checkbox"/>

CC others

After Initial Submission, Use the Save and Close Buttons



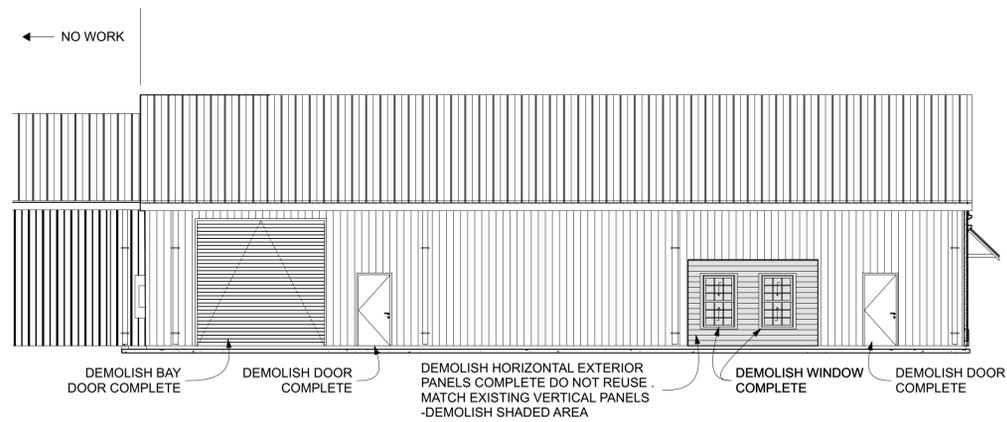
1 NORTH SECTION  
SCALE: 1/4" = 1'-0"



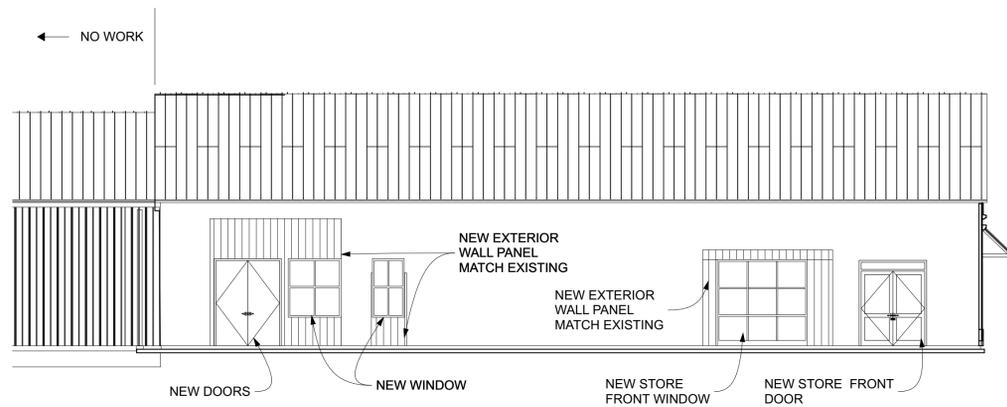
2 WEST SECTION  
SCALE: 1/4" = 1'-0"

**ALTERNATE 1**

	Project No. <b>20170880-00</b>	Checked	Drawn RWC	Project Title <b>Beaufort County Voter Registration</b> 15A John Galt Road Beaufort S.C.	Date 7/28/17												
	<b>for bidding only</b>			Drawing Title <b>BUILDING SECTIONS</b>	DRAWING NO. <b>A-301</b>												
R.W.CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				<table border="1"> <thead> <tr> <th>MARK</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		MARK	DATE	DESCRIPTION									
MARK	DATE	DESCRIPTION															



1 NORTH ELEVATION DEMOLITION  
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION - NEW WORK  
SCALE: 1/8" = 1'-0"

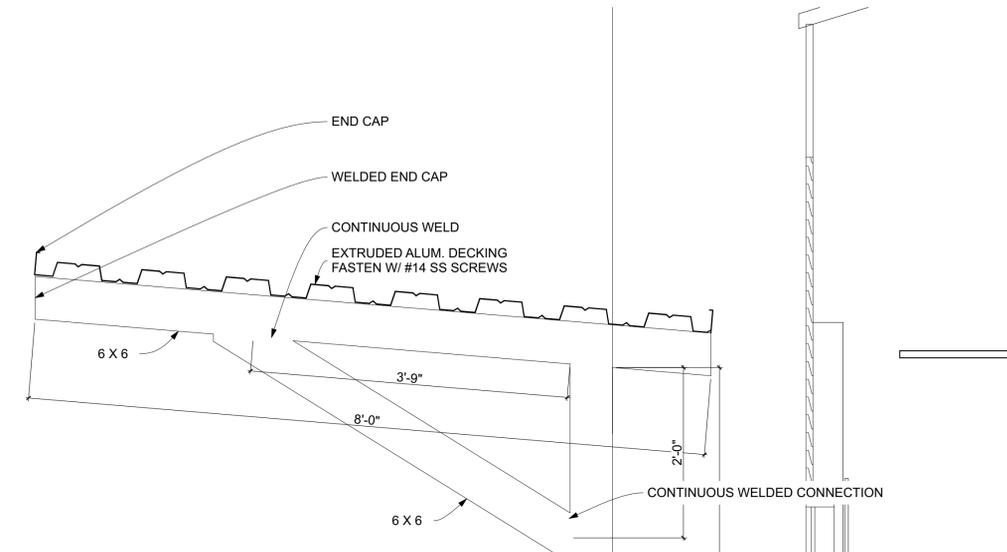
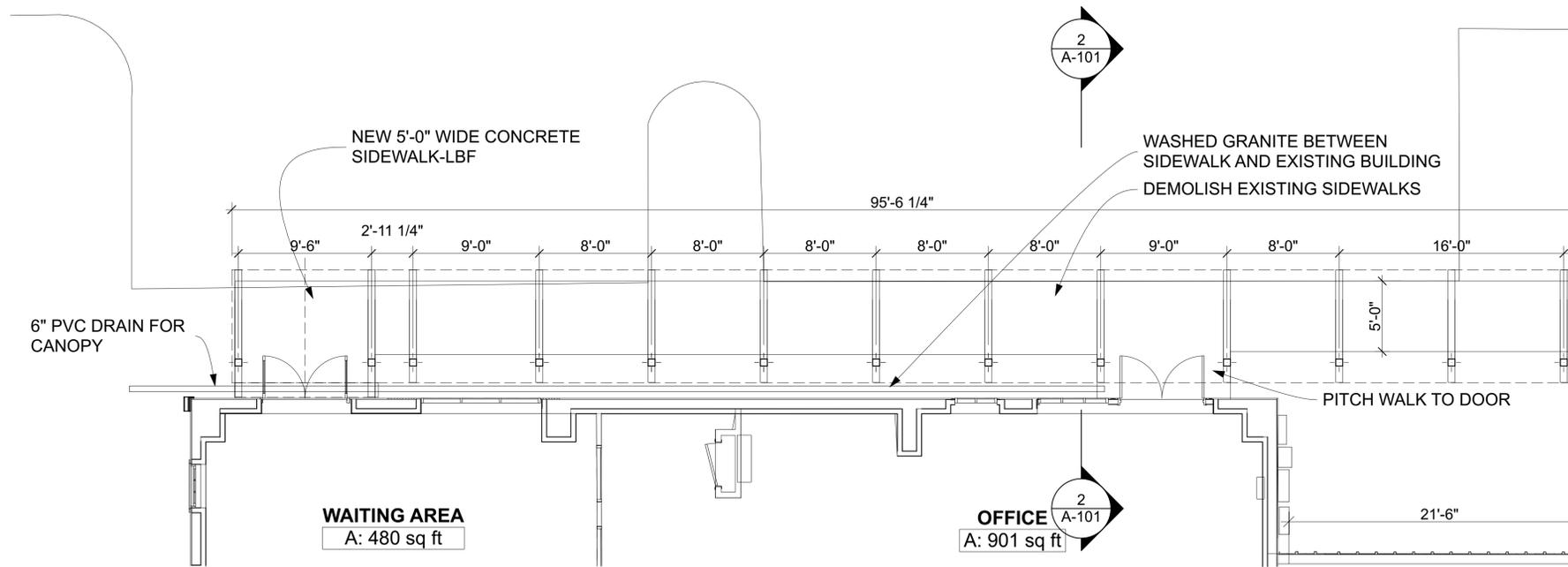


3 VIEW FROM ENTRANCE - NEW WORK  
SCALE: 1:66.77

**ALTERNATE 1**

	Project No. <b>20170880-00</b>	Checked	Drawn RWC	Project Title <b>Beaufort County Voter Registration</b> 15A John Galt Road Beaufort S.C.	Date 7/28/17
	<b>for bidding only</b>			Drawing Title <b>ELEVATION PLANS</b>	DRAWING NO. <b>A-201</b>
	R.W. CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				



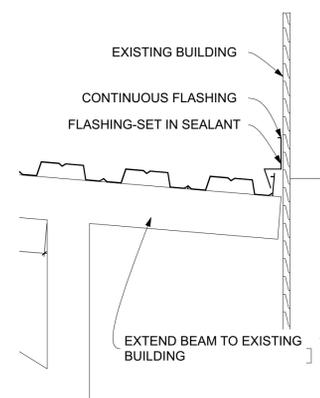


**1 CANOPY AND WALKWAY PLAN**  
SCALE: 3/16" = 1'-0"

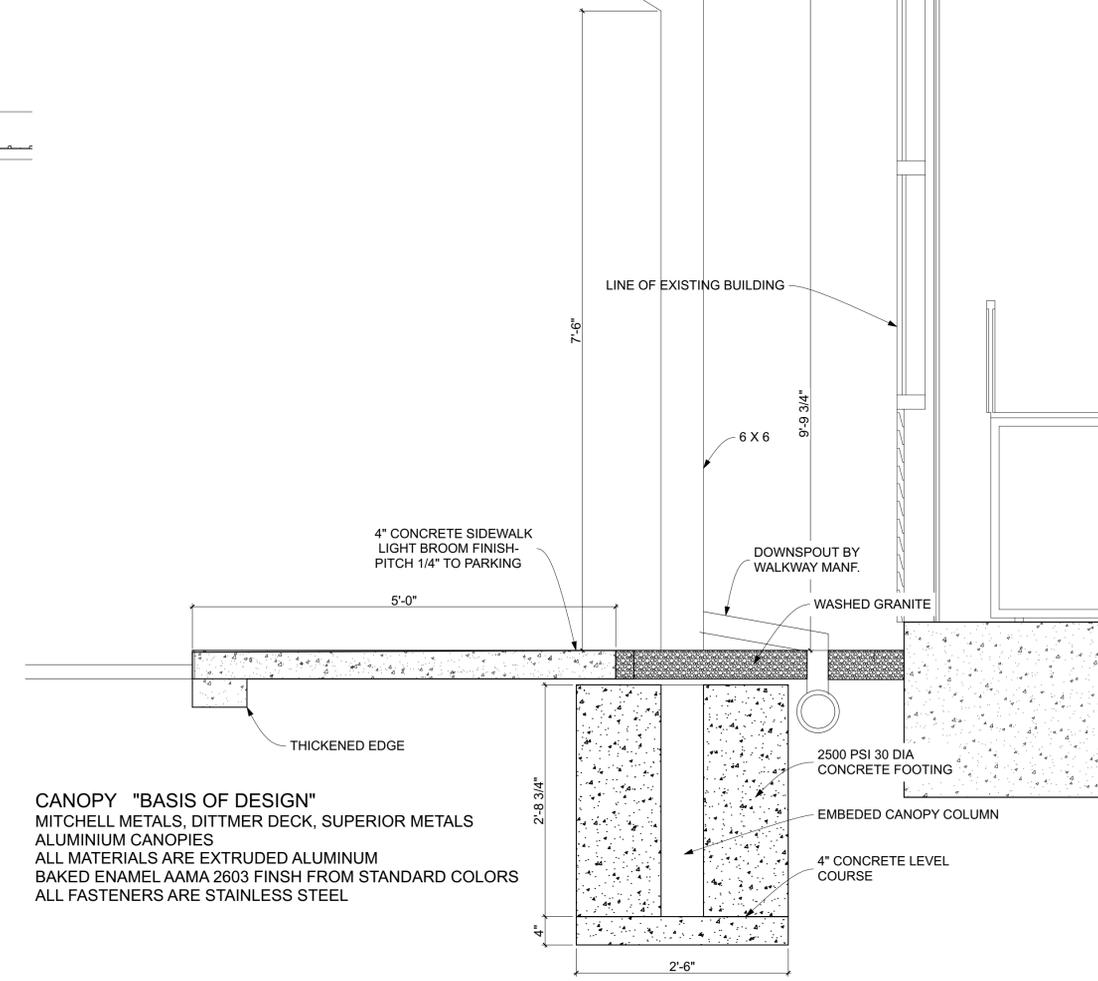
Risk Category: II  
 v\_ultimate: 142 mph (v\_nominal = 105) (see attached also)  
 Exposure: 'C'  
 Seismic:  
 Site Class "C"  
 Ss = .74  
 S1 = .24  
 Sms = .90  
 Sm1 = .46  
 Sds = .60  
 Sd1 = .30



**3 VIEW OF CANOPY**  
NOT TO SCALE



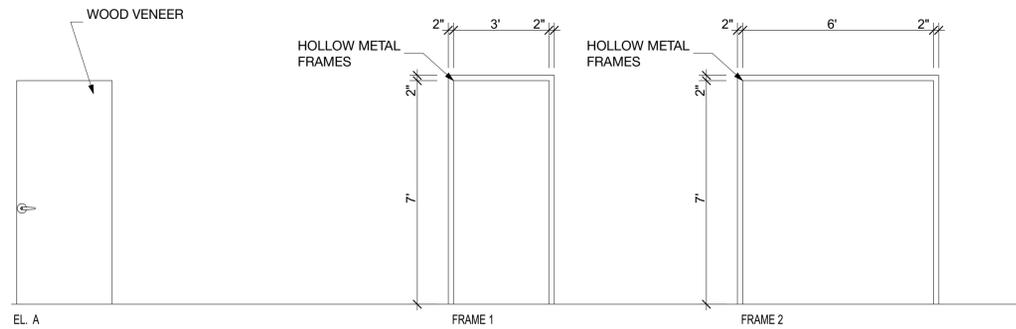
**4 COVERED WALKWAY @ ENTRY**  
SCALE: 1" = 1'-0"



**CANOPY "BASIS OF DESIGN"**  
 MITCHELL METALS, DITTMER DECK, SUPERIOR METALS ALUMINIUM CANOPIES  
 ALL MATERIALS ARE EXTRUDED ALUMINIUM BAKED ENAMEL AAMA 2603 FINISH FROM STANDARD COLORS  
 ALL FASTENERS ARE STAINLESS STEEL

**2 COVERED WALKWAY**  
SCALE: 1" = 1'-0"

	Project No. <b>20170880-00</b>	Checked	Drawn RWC	Project Title <b>Beaufort County Voter Registration</b>	Date <b>6/29/17</b>
	<b>PHASE 3 for bidding only</b>			15A John Galt Road Beaufort S.C., S.C.	
R.W. CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000	Drawing Title <b>CANOPY AND SIDEWALK PLAN-DETAILS</b>			DRAWING NO. <b>A-101</b>	



DOOR SCHEDULE										
ID	TYPE	W	HT	THK	MATL	GLZ	RATING	HW SET	NOTES	
101	D1	6'	7'	0'-1 3/4"	Alum	FULL		by manf.	STORE FRONT IMPACT	
101B	D3	3'	7'	0'-1 3/4"	WOOD	NA		1		
102A	D2	6'	8'	0'-1 3/4"	INSUL HOLLOW METAL	NA	2	4		
102B	D2	6'	7'	0'-1 3/4"	WOOD	NA		2	wire for card reader	
102C	D3	3'	7'	0'-1 3/4"	WOOD	NA		1		
103	D3	3'	7'	0'-1 3/4"	WOOD	NA		3		
104A	D2	6'	7'	0'-1 3/4"	WOOD	NA		2	wire for card reader	
105A	D3	3'	7'	0'-1 3/4"	WOOD	NA	2	1		
105B	D3	3'	7'	0'-1 3/4"	WOOD	NA		1	wire for card reader	
106	D2	6'	7'	0'-1 3/4"	WOOD	NA		2	wire for card reader	
107	D3	3'	7'	0'-1 3/4"	WOOD	NA		1		

Certifications: ANSI A 156.12 Series 4000, 1992, Grade 2.

- Hardware Set 1**  
Interior Office Doors
- 3 HINGES 5-BB-1-SW-4 1/2" x 4 1/2" -626 IVES OR EQUAL
  - 1 OFFICE LOCK AL 50PD SATURN 626 10-001STRIKE SCHLAGE OR EQUAL
  - 3 DOOR SILENCER SR65 NES OR EQUAL
  - 1 MAGNETIC STOP MDHCUS262 SOSS OR EQUAL
  - 1 DEAD BOLT DOOR - DOOR 121 ONLY

- Hardware Set 2**  
Interior Door (pair)
- 6 HINGES 5-BB-1-SW-4 1/2" x 4 1/2" -626 IVES OR EQUAL
  - 1 OFFICE LOCK AL 50PD SATURN 626 10-001STRIKE SCHLAGE OR EQUAL
  - 2 MAGNETIC STOPS MDHCUS262 SOSS OR EQUAL
  - 1 MANUAL FLUSH BOLT FB358 INACTIVE LEAF IVES OR EQUAL
  - 1 T-ASTRAL ON INACTIVE LEAF

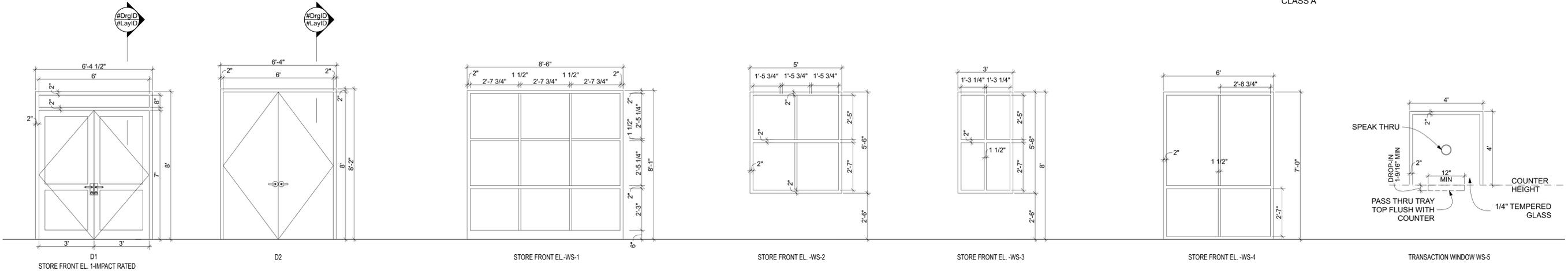
- Hardware Set 3**  
Interior Office Doors
- 3 HINGES 5-BB-1-SW-4 1/2" x 4 1/2" -626 IVES OR EQUAL
  - 1 PRIVACY LOCK AL 50PD SATURN 626 10-001STRIKE SCHLAGE OR EQUAL
  - 3 DOOR SILENCER SR65 NES OR EQUAL
  - 1 MAGNETIC STOP MDHCUS262 SOSS OR EQUAL
  - 2 8" X 32" MOP PLATE

- Hardware Set 4**  
Exterior Door Pair
- 3 HINGES per leaf 5-BB-1-SW-4 1/2" x 4 1/2" -626-NRP IVES OR EQUAL
  - 1 ENTRANCE LOCK CM/CLPRO 5100 KEY PAD SCHLAGE OR EQUAL
  - 1 ADA THRESHOLD 1715 MILL FINISH PEMKO OR EQUAL
  - 1 CLOSURE LCN4010EXT LCN OR EQUAL
  - 1 BLUB WEATHER STRIPPING
  - 1 MANUAL FLUSH FB358 INACTIVE LEAF IVES OR EQUAL
  - 1 HEAD AND FOOT BOLT
  - 1 T-ASTRAL ON INACTIVE LEAF

FINISH SCHEDULE						
ROOM	FLOOR	WALLS	BASE	CEILING	REMARKS	
101	WAITING AREA	LVT	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
102	OFFICE	CARPET	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
103	TOILET	LVT	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
104	SECURE STORAGE	SEALED CONCRETE	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
105	VIEWING	CARPET	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
106	VOTE PROCESSING	SEALED CONCRETE	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
107	SERVER	SEALED CONCRETE	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	

- SHEET CARPETING
- PART 1 GENERAL**
- 1.1 SUMMARY
- A. Provide sheet carpet and floor preparation.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
  - B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
  - C. Seaming Layout: Submit proposed seaming layout.
  - D. Extra Stock: Submit extra stock equal to 2 percent of total used.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
  - B. Performance: Flame spread performance meeting requirements of 2015 IBC and local authorities. Class C for rooms and Class B for Corridors.
  - C. Verify moisture content on existing slabs before installation.
- PART 2 PRODUCTS**
- 2.1 MATERIALS
- A. Manufacturers: Shaw Industries, or approved equal.
  - B. Carpet Material:
    - 100% BCF
    - Solution Dyed
    - Gauge 170
    - Unitary Backing
    - Wear warranty
  - C. Auxiliary Materials:
    - Edge guards
    - Adhesives, cements, and fasteners
  - D. Carpet Installation Method: Direct glue down

LVT: EARTHWERKS: 7" x 36" x 1/8" : RAPTURE PLANK SRP 74  
 CARPET: SHAW  
 ACT: ARMSTRONG: #556 CIRRUS HIGH NRC  
 556 2 X 2, 15/15" ANGLED TEGULAR  
 CLASS A



- ALL DOORS SHALL MEET THE FOLLOWING:
- WIND LOADING OF 140 MPH
  - ENERGY STAR RATING
  - FINISH FOR EXTERIOR AND EXTERIOR HOLLOW METAL DOORS SHALL BE SATIN ENAMEL - THREE COATS.
  - INSTALL PER PRE. ENG. MANUF. FOR WIND LOADS.

- ALL DOORS SHALL MEET THE FOLLOWING:
- WIND LOADING OF 140 MPH
  - ENERGY STAR RATING
  - FINISH FOR EXTERIOR AND INTERIOR HOLLOW METAL DOORS SHALL BE SATIN ENAMEL - THREE COATS.
  - INSTALL PER PRE. ENG. MANUF. FOR WIND LOADS.

- ALL STOREFRONT SHALL MEET THE FOLLOWING:
- WIND LOADING OF 140 MPH
  - .090 LAMINATED INSULATED LOW E ENERGY STAR RATING
  - FINISH ANODIZED DARK BRONZE FINISH

- ALL STOREFRONT SHALL MEET THE FOLLOWING:
- WIND LOADING OF 140 MPH
  - .090 LAMINATED INSULATED LOW E ENERGY STAR RATING
  - FINISH ANODIZED DARK BRONZE FINISH

- ALL STOREFRONT SHALL MEET THE FOLLOWING:
- WIND LOADING OF 140 MPH
  - .090 LAMINATED INSULATED LOW E ENERGY STAR RATING
  - FINISH ANODIZED DARK BRONZE FINISH

- ALL STOREFRONT SHALL MEET THE FOLLOWING:
- TEMPERED GLASS
  - FINISH ALUMINUM

- ALL TRANSACTION WINDOWS SHALL MEET THE FOLLOWING:
- MINIMUM 1/4" TEMPERED GLASS
  - SPEAK THRU
  - PASS THRU TRAY MINIMUM 12" WIDE X 10" DEEP 1-9/16" DROP-IN. STAINLESS STEEL

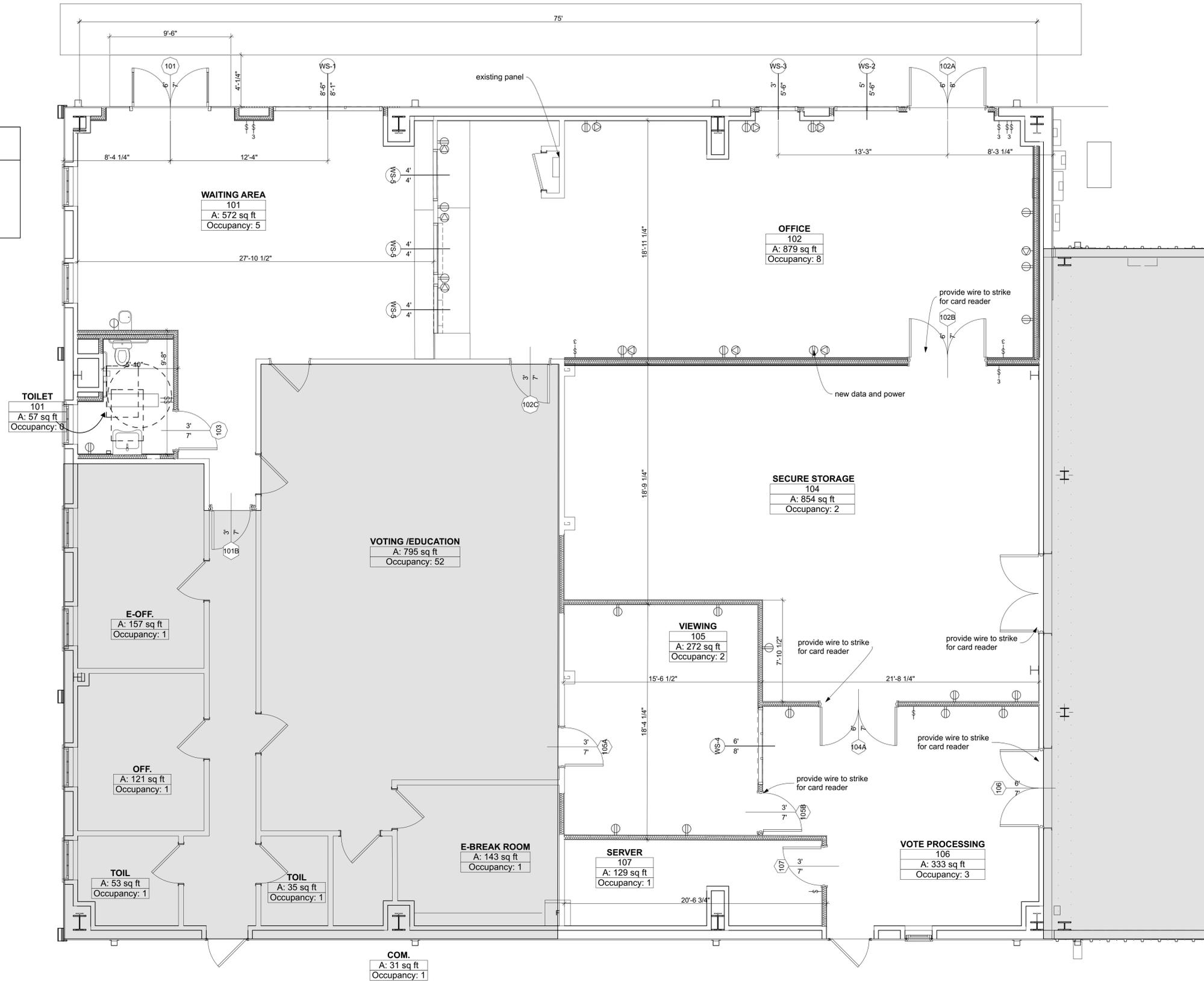
**ALTERNATE 1**

	Project No. <b>20170880-00</b>	Checked	Drawn RWC	Project Title <b>Beaufort County Voter Registration</b> 15A John Galt Road Beaufort S.C.	Date 7/28/17
	<b>for bidding only</b>			Drawing Title <b>DOOR &amp; WINDOW SCHEDULES</b>	DRAWING NO. <b>A-601</b>

**LEGEND:**

EXISTING AREA NO WORK

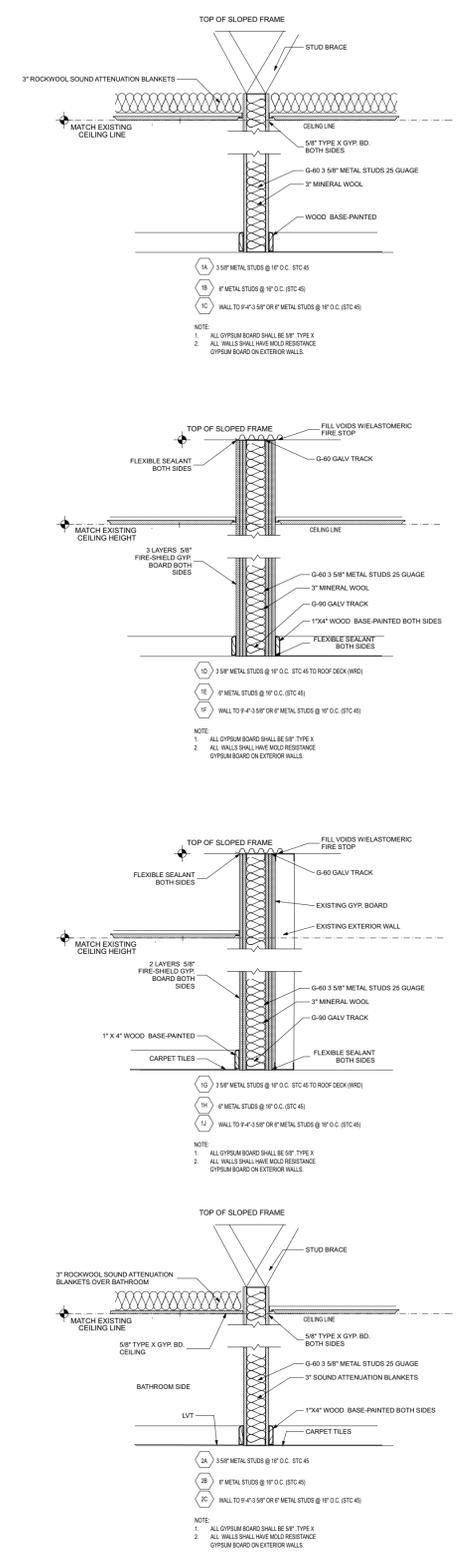
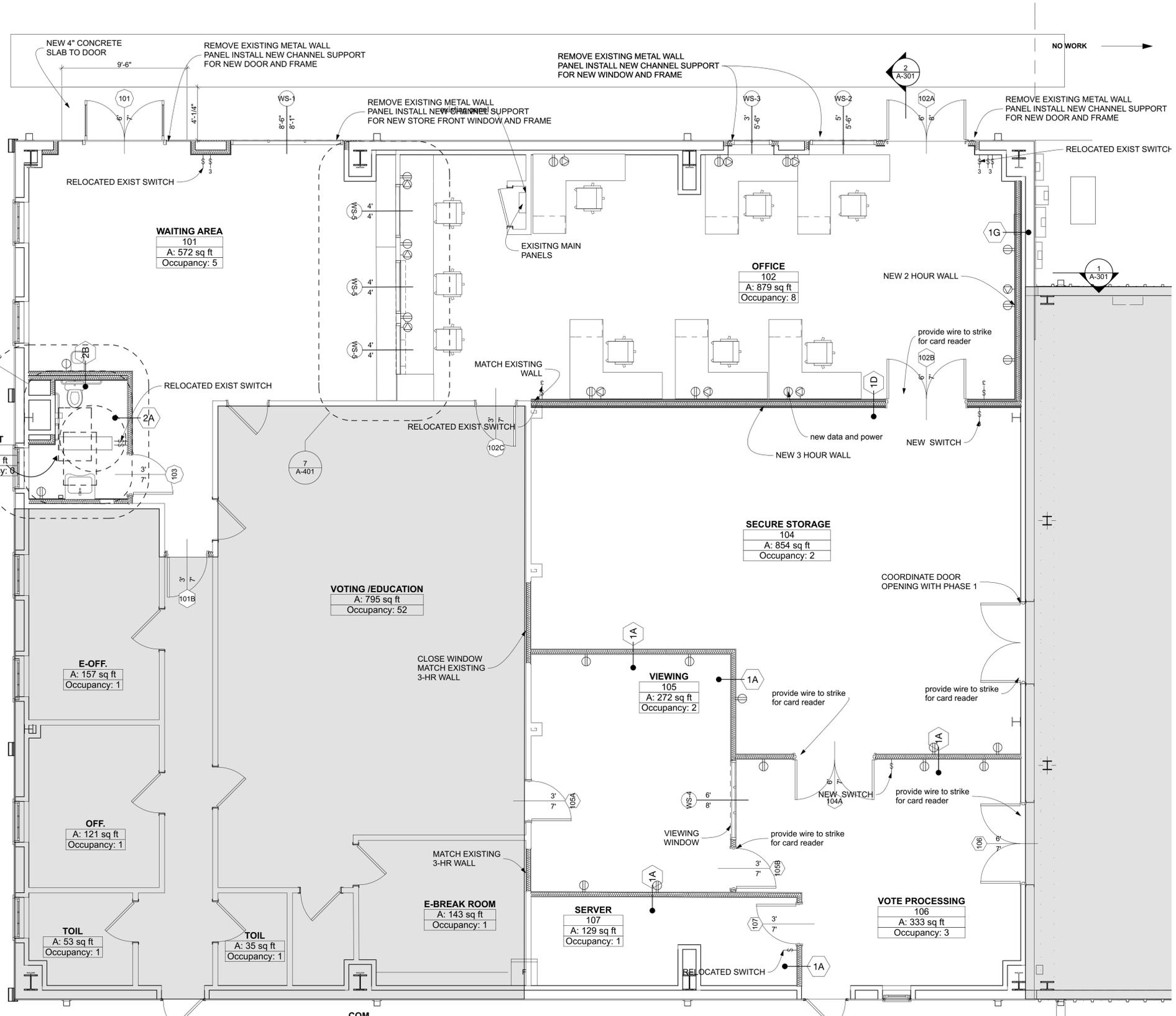
NOTE:  
FIELD VERIFY ALL DIMENSIONS



**ALTERNATE 1**

**1 DIMENSIONED FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

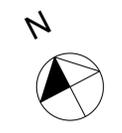
	Project No. <b>20170880-00</b>	Checked	Drawn RWC	Project Title <b>Beaufort County Voter Registration</b> 15A John Galt Road Beaufort S.C.	Date 7/28/17
	<b>for bidding only</b>			Drawing Title <b>DIMENSIONED FLOOR PLAN</b>	DRAWING NO. <b>A-102</b>



**LEGEND:**

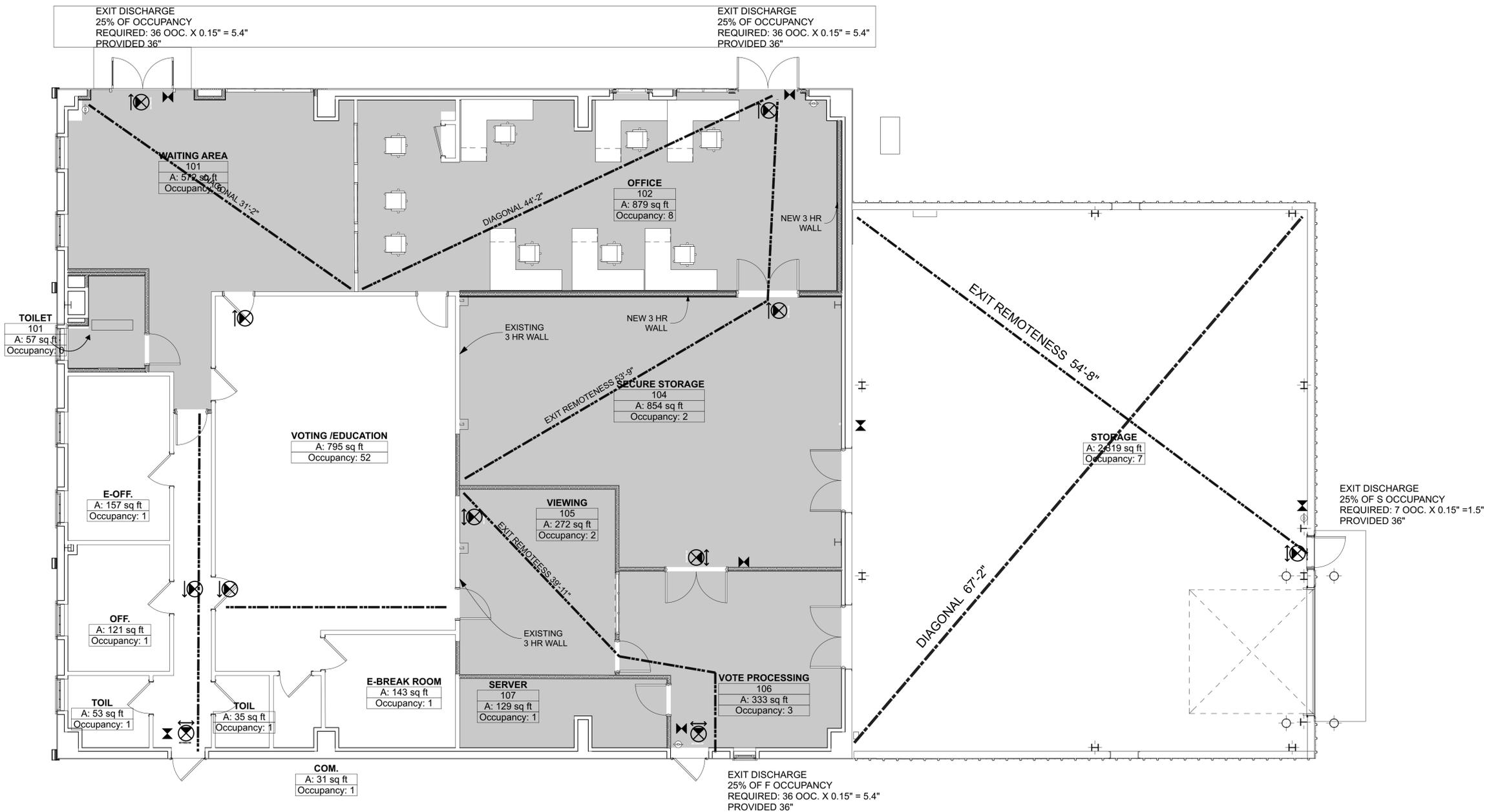
EXISTING AREA NO WORK

**1 FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



Project No. <b>20170880-00</b>	Checked RWC	Drawn RWC	Project Title <b>Beaufort County Voter Registration</b> 15A John Galt Road Beaufort S.C.	Date <b>7/28/17</b>
<b>for bidding only</b>			Drawing Title <b>FLOOR PLAN -ALT 1</b>	DRAWING NO. <b>A-101</b>

**3 PARTITION TYPES ALTERNATE 1**  
SCALE: 3/4" = 1'-0"



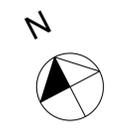
BUILDING CODE: IBC 2015  
 EXISTING BUILDING- **NOT SPRINKLERED**- OCCUPANT LOAD/ USE TO REMAIN THE SAME- LESS THAN 50% VALUE.  
 EXITS AND EXITS ACCESS TO REMAIN THE SAME.

USE AND OCCUPANCY: BUSINESS/STORAGE  
 TOTAL SQUARE FEET: 7243 S.F.  
 OCCUPANT LOAD: 81  
 BUILDING HEIGHT: 1 STORY  
 TYPE OF CONSTRUCTION: TYPE 2B- EXISTING - PRE ENGINEERED BUILDING.  
 HEATED/COOLED: APPROX. 7433 S.F.  
 RISK CATEGORY II  
 v\_ultimate: 145 mph (v\_nominal = 105) (see attached also)  
 Exposure: 'D'  
 Seismic: Site Class "D"  
 $S_s = 0.522 g$   $S_{MS} = 0.722 g$   $S_{DS} = 0.481 g$   
 $S_1 = 0.176 g$   $S_{M1} = 0.369 g$   $S_{D1} = 0.246 g$

- LEGEND**
- FIRE EXTINGUISHER
  - EMERGENCY LIGHT W/BATTERY BACKUP
  - EXIT SIGN

**1 LIFE SAFETY**  
 SCALE: 3/16" = 1'-0"

**ALTERNATE 1**



	Project No. <b>20170880-00</b>	Checked	Drawn RWC	Project Title <b>Beaufort County Voter Registration</b> 15A John Galt Road Beaufort S.C.	Date 7/28/17
	<b>for bidding only</b>			Drawing Title <b>LIFE SAFETY PLAN</b>	DRAWING NO. <b>LS101</b>

# BEAUFORT COUNTY VOTER REGISTRATION ADDITION ALTERNATE ONE 15A JOHN GALT ROAD BEAUFORT, SC

**PROJECT DATA:**

OWNER: BEAUFORT COUNTY  
 PROPERTY ADDRESS: 15A JOHN GALT ROAD  
 BEAUFORT, S.C.

PROJECT DESCRIPTION: MINOR INTERIOR RENOVATION

THIS PROPERTY IS LOCATED IN "C" ZONE.

ADDITION: 2319 S.F.

BUILDING USE AND OCCUPANCY: B/S-2

ALLOWABLE AREA:

OCCUPANT LOAD: 7

CITY OF BEAUFORT ZONING: PUD

SETBACKS: FRONT- 30'  
 SIDE - 15'  
 REAR- 15'

HEIGHT: 35'- allowed

IMPERVIOUS: 35% --



2 VIEW OF TRANSACTION WINDOW  
 SCALE: 1:1.86

**ALTERNATE 1- SHEET INDEX**

Issued

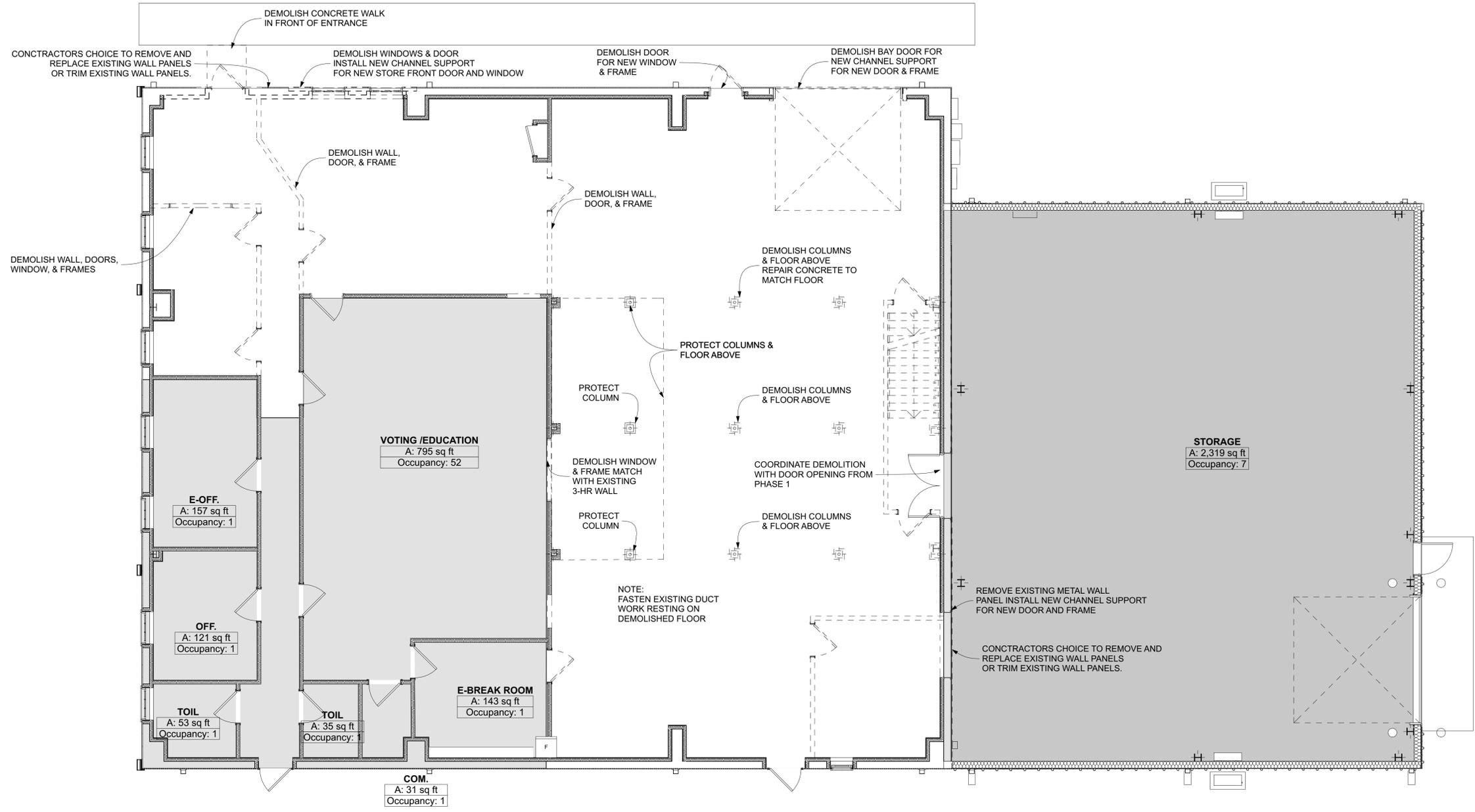
COVER SHEET & GENERAL INFO		
G-001	COVER	<input type="checkbox"/>
LIFE SAFETY		
LS101	LIFE SAFETY PLAN	<input type="checkbox"/>
DEMOLITION PLANS		
AD101	DEMOLITION PLAN	<input type="checkbox"/>
PLANS		
A-101	FLOOR PLAN -ALT 1	<input type="checkbox"/>
A-102	DIMENSIONED FLOOR PLAN	<input type="checkbox"/>
A-103	REFLECTED CEILING PLAN	<input type="checkbox"/>
ELEVATIONS		
A-201	ELEVATION PLANS	<input type="checkbox"/>
SECTIONS		
A-301	BUILDING SECTIONS	<input type="checkbox"/>
ENLARGED PLANS		
A-401	ENLARGED PLANS/INTERIOR ELEVATIONS	<input type="checkbox"/>
SCHEDULES & DIAGRAMS		
A-601	DOOR & WINDOW SCHEDULES	<input type="checkbox"/>

**ALTERNATE 1**

	Project No. <b>20170880-00</b>	Checked	Drawn RWC	Project Title <b>Beaufort County Voter Registration</b> 15A John Galt Road Beaufort S.C.	Date 7/28/17									
	<b>for bidding only</b>			Drawing Title <b>COVER</b>	DRAWING NO. <b>G-001</b>									
R.W.CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				<table border="1"> <thead> <tr> <th>MARK</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		MARK	DATE	DESCRIPTION						
MARK	DATE	DESCRIPTION												

**LEGEND:**

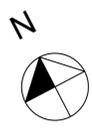
EXISTING AREA NO WORK



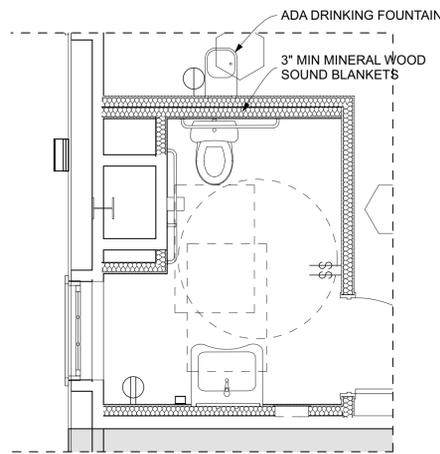
1 DEMOLITION 1st FLOOR  
SCALE: 3/16" = 1'-0"



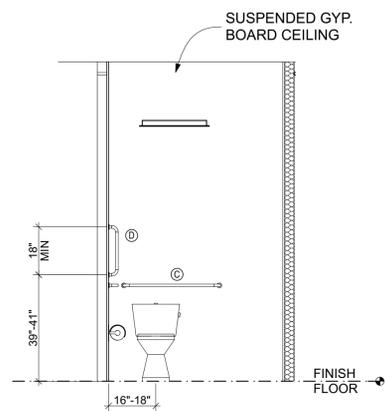
**ALTERNATE 1**



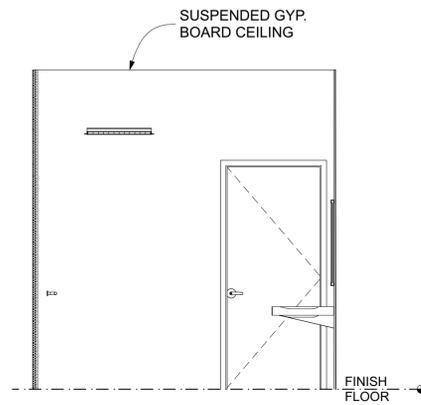
	Project No. <b>20170880-00</b>	Checked	Drawn RWC	Project Title <b>Beaufort County Voter Registration</b> 15A John Galt Road Beaufort S.C.	Date 7/28/17									
	for bidding only			Drawing Title <b>DEMOLITION PLAN</b>	DRAWING NO. <b>AD101</b>									
R.W. CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				<table border="1"> <thead> <tr> <th>MARK</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		MARK	DATE	DESCRIPTION						
MARK	DATE	DESCRIPTION												



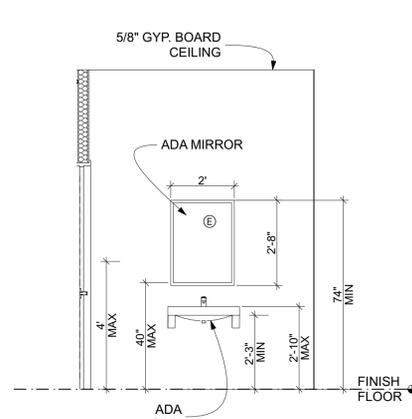
8 ADA TOILET ROOM  
SCALE: 3/8" = 1'-0"



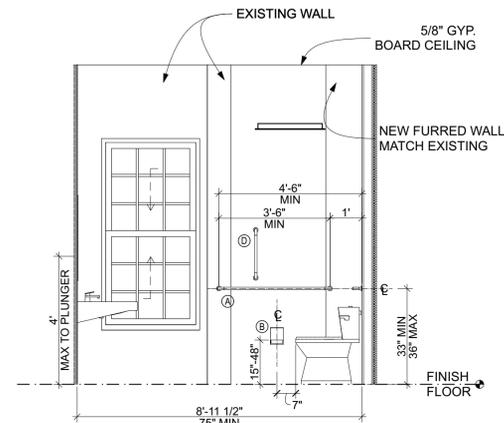
1 ADA TOILET - NORTH  
SCALE: 3/8" = 1'-0"



2 ADA TOILET - EAST  
SCALE: 3/8" = 1'-0"

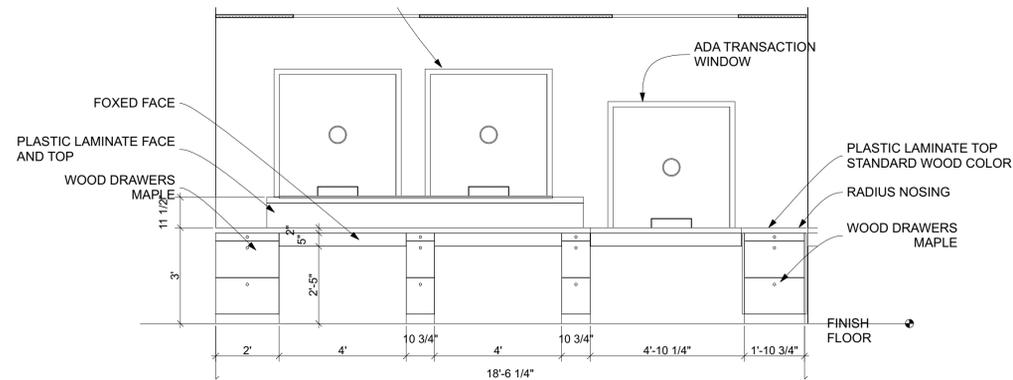


3 ADA TOILET - SOUTH  
SCALE: 3/8" = 1'-0"

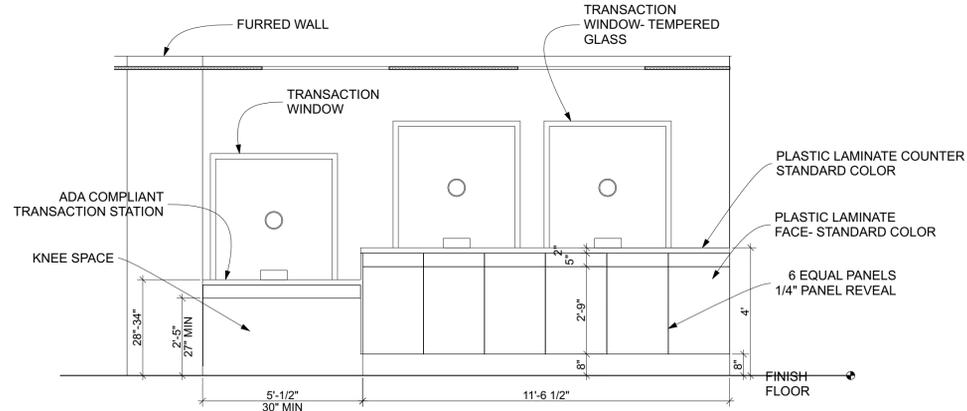


4 ADA TOILET - WEST  
SCALE: 3/8" = 1'-0"

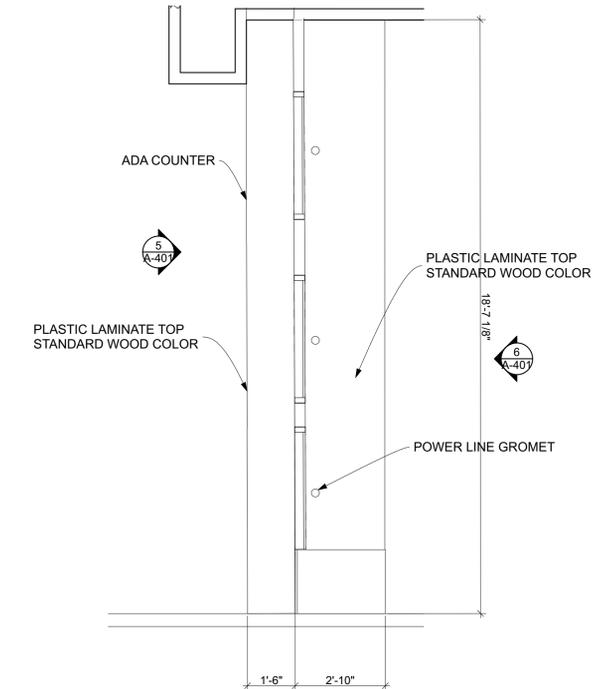
- ACCESSORIES LIST:  
 A: 42" GRAB BAR (1-1/4") AMERICAN SPECIALTIES, INC. MODEL NO. 3100, OR SIMILAR.  
 B: SURFACE MOUNTED TOILET PAPER HOLD BOBRICK MODEL B4288  
 C: 30" GRAB BAR (1-1/4") AMERICAN SPECIALTIES, INC. MODEL NO. 3100, OR SIMILAR.  
 D: 18" GRAB BAR (1-1/4") AMERICAN SPECIALTIES, INC. MODEL NO. 3100, OR SIMILAR.  
 E: 18 x 30 FIXED ANGLE TILTED MIRROR



6 TRANSACTION WINDOW(STAFF SIDE) ELEVATION  
SCALE: 3/8" = 1'-0"



5 TRANSACTION DESK(PUBLIC) ELEVATION  
SCALE: 3/8" = 1'-0"



7 RECEPTION COUNTER  
SCALE: 3/8" = 1'-0"

ALTERNATE 1

	Project No. 20170880-00	Checked	Drawn RWC	Project Title <b>Beaufort County Voter Registration</b> 15A John Galt Road Beaufort S.C.	Date 7/28/17
	for bidding only				
	R.W. CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000		Drawing Title <b>ENLARGED PLANS/INTERIOR ELEVATIONS</b>		DRAWING NO. <b>A-401</b>

# PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT



Project Name:	Voter's Registration Warehouse
Project Number:	IFB 092217
Project Budget:	
Bid Opening Date:	9/22/2017
Time:	3:00
Location:	Finance Conference Room
Bid Administrator:	Marlene Myers
Bid Recorder:	Marlene Myers

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Paul S. Atkins Company, Inc.		X					\$579,575
Patterson Construction, Inc.		X					\$410,208

**Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.**

\_\_\_\_\_  
Bid Administrator Signature

\_\_\_\_\_  
Bid Recorder

**IFB 092217 - Voter's Registration Warehouse**

**BID FORM**

<u>Project Number</u>	<u>Location</u>	<u>Name of Company</u>	<u>Number of Days to Complete Project</u>	<u>Base \$</u>	<u>Alternate 1 \$</u>	<u>Alternate 2 \$</u>	
1	Voter's Registration Warehouse Construction  IFB 092217	Paul S. Atkins Company, Inc.	100	\$259,025	\$265,450	\$55,100	\$579,575
		Patterson Construction, Inc.	90	\$210,834	\$153,486	\$45,888	\$410,208

Paul S. Atkins Company, Inc.	Patterson Construction, Inc.
\$579,575	\$410,208

**Appendix A  
Sub-Contractor Roster**

IFB#092217

Item	Contractor	Contact Person	Phone #	Base	Alt 1	Alt 2	Special Classification	Location
Acoustic Ceiling	Mike Jerome	Mike Jerome	843-384-5333	\$ -	\$ 7,200.00	\$ -	No	bluffton, SC
Painting	Lonestar Painting	Alfredo	843-263-4156	\$ -	\$ 3,600.00	\$ -	Hispanic	Beaufort, SC
GWB	Antonio	Antonio Ramirez	843-575-1124	\$ -	\$ 7,300.00	\$ -	Hispanic	Beaufort, SC
Erection	JBS	Richard Jennings	843-321-0914	\$ 13,000.00	\$ -	\$ -	no	Beaufort, SC
Concrete	Tom Bueche	Tom Bueche	803-300-1131	\$ 20,800.00	\$ -	\$ -	no	Barnwell, SC
Electric	Powell	Billy	843-524-4891	\$ 6,250.00	\$ 16,750.00	\$ -	No	Beaufort, SC
Storefront	Clover Glass	Mike	843-837-6680	\$ -	\$ 17,625.00	\$ -	no	bluffton, SC
HVAC	D & S	Jay	843-522-0034	\$ 7,800.00	\$ 3,600.00	\$ -	no	Beaufort, SC
Plumbing	Whitmore	Jason	843-263-7429	\$ -	\$ 5,600.00	\$ -	no	Beaufort, SC
Site Prep	Blankenship	Wayne	843-521-6367	\$ 24,352.00	\$ -	\$ -	no	Beaufort, SC
Aluminum Canopy	Mitchell Metals	Ashley	770-431-7300	\$ -	\$ -	\$ 30,999.00	no	Smyrna, GA

**Appendix E - Cost Breakdown**

	Base Bid	Alt 1	Alt 2
Division 1 - General Requirements	\$ 34,120.50	\$ 12,108.49	590,141.6
Division 2 - Site Work	\$ 33,292.08	\$ 16,474.52	2628.096
Division 3 - Concrete	\$ 28,500.00	\$ 831.76	6091.16
Division 4 - Masonry	\$ -	\$ -	0
Division 5 - Metals	\$ 5,009.47	\$ 4,206.75	0
Division 6 - Wood & Plastics	\$ 6,640.05	\$ 8,554.87	0
Division 7 - Thermal & Moisture Protection	\$ 6,240.00	\$ 3,528.62	0
Division 8 - Doors & Windows	\$ 14,379.48	\$ 41,192.03	0
Division 9 - Finishes	\$ 4,560.00	\$ 48,542.56	0
Division 10 - Specialties	\$ -	\$ 842.84	0
Division 11 - Equipment	\$ -	\$ -	0
Division 13 - Special Construction	\$ 48,672.00	\$ -	38578.6
Division 14 - Conveying Systems	\$ -	\$ -	0
Division 15 - Mechanical	\$ 9,102.00	\$ 9,917.60	0
Division 16 - Electrical	\$ 20,318.42	\$ 7,285.97	0

**THIS IS NOT AN ORDER**

\*VENDOR ORIGINAL

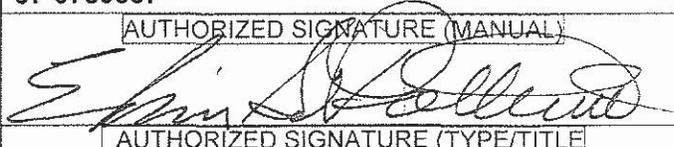
\*ONE VENDOR ORIGINAL & ONE VENDOR COPY TO BE

\*VENDOR COPY

Dates Advertised: August 11, 2017

SUBMITTED BY EACH BIDDER

Page 1 of 28 Pages

 <p style="text-align: center;"><b>INVITATION FOR BID (IFB)</b></p>	FORMAL SEALED BID (X)      REQUEST FOR QUOTE ( )	
	We require bids to be electronically submitted through our Vendor Registry Program. Please go to <a href="http://www.bcgov.net">www.bcgov.net</a> and sign up to submit your bid. If you do not have access to a computer, you may hand deliver your bid. HAND DELIVERED AND/OR EXPRESS MAIL BIDS TO:      Purchasing Department 106 Industrial Village Rd., Bldg. 2 Beaufort, SC 29906-4291 (FAX BID NOT ACCEPTED)	
*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. ON: <p style="text-align: center;"><b>September 22, 2017</b></p>	Bid No. (No., Date, Time of Opening and State License Numbers to be shown on Envelope)  <p style="text-align: center;"><b>IFB #092217</b></p>	
LOCAL TIME-THEN PUBLICLY OPENED IF SEALED BID		
<b>BID TITLE: Voter's Registration Warehouse Building Construction for Beaufort County</b>		
PREBID CONFERENCE: A pre-bid conference will be held on Thursday, August 24, 2017, at 3:00 p.m., in the Finance Conference Room located at 106 Industrial Village Road, Building 2, Beaufort, SC 29906. Bidders are responsible for their own transportation. All interested bidders are encouraged to attend.		
David L. Thomas, CPPO Purchasing Director	Mailing Date	E-MAIL QUESTIONS TO: Dave Thomas – dtthomas@bcgov.net at least calendar 10 days before bid opening.
VENDOR NAME <b>Patterson Construction, Inc.</b>	REASON FOR NO BID	
VENDOR MAILING ADDRESS <b>10-C Burton Hill Rd</b>	Amend Number(s) Received: <b>None</b>	
CITY-STATE-ZIP-CODE <b>Beaufort, SC 29906</b>	S.C. TAX NO. <b>7800222-9</b>	
Telephone Number ( 843 ) <b>524-0081</b>	FEDERAL I.D. OR SOCIAL SECURITY NO.	
Toll-Free Number ( )	<b>57-0739357</b>	
Fax Number (843) <b>524-0082</b>	AUTHORIZED SIGNATURE (MANUAL)  AUTHORIZED SIGNATURE (TYPE/TITLE) <b>E. Steven Patterson, President/Owner</b>	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.		
Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.		

IF A SUMMARY OF BIDS IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within \_\_\_\_ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within \_\_\_\_ days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than sixty (60) days after issue date of purchase order.

**IMPORTANT**  
 IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE  
 SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

\* Bids received after the time specified for opening cannot be considered and will be returned to the bidder unopened.

**Background:**

Beaufort County is seeking construction services for the addition of warehouse space as well as interior renovations and exterior improvements to the existing Voter Registration Building.

**Scope of Services:**

The scope of work consists of but is not limited to the following; Addition of a 2,319 S.F. warehouse, interior office renovations and modifications (alternate one), and a covered walkway (alternate two).

**Instruction to Bidders**

Bidding documents are available online [www.bcgov.net](http://www.bcgov.net) or by contacting Beaufort County Purchasing, 106 Industrial Village Road, Bldg. #2, Beaufort, SC.

To request a bid package, e-mail [Imaietta@bcgov.net](mailto:Imaietta@bcgov.net) or call the Purchasing Department at (843) 255-2350.

In addition to the Bid Form, also complete and include Appendix E Cost Breakdown, and provide a Construction Schedule.

Beaufort County reserves the right to reject all bids and to waive minor informalities and irregularities.

**Related Documents****Attached are:**

1. Bid Form - Stipulated Sum
2. Appendix A - List of Subcontractors provided by bidder
3. Appendix E - Cost Breakdown provided by bidder.
4. Drawings available on line at [www.bcgov.net](http://www.bcgov.net), vendors must be registered.

**Contact Information:**

Participants may view the site at any time. Access to the site, as well as questions concerning the Plans and Drawings should be directed to Mark E. Roseneau (843) 255-2748 or [markr@bcgov.net](mailto:markr@bcgov.net)

Questions concerning the project and bid documents must be emailed to the Purchasing Department before 5:00 pm. August 5, 2017. Email [dthomas@bcgov.net](mailto:dthomas@bcgov.net) if you have questions.

Bids will be received by the Purchasing Department until 3:00 p.m. on the closing date shown. In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County go to [www.bcgov.net](http://www.bcgov.net) and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the

solicitation section in Vendor Registry.

**IMPORTANT  
ELECTRONIC SUBMITTAL REQUIREMENTS**

Response submittals for this bid project will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this Bid document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc are to be in the first upload.
- Submittals may be re-submitted prior to the date and time of bid open; if multiple submissions are received from the same source, the submission with the latest timestamp will take priority. If you have a problem with your upload, you may contact Vendor Registry at 844-307-9302 or [oservice@vendorregistry.com](mailto:oservice@vendorregistry.com).

**Response is to be submitted ONLINE by one of the two methods below:**

- a. Use the Link: [VendorRegistry.com](http://VendorRegistry.com)
- b. From the County's home page, select Bid Opportunities

6. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

7. Questions

E-mail any questions you have, at least ten (10) calendar days prior to proposal closing date to:

E-Mail Dave Thomas at [dthomas@bcgov.net](mailto:dthomas@bcgov.net)

**For compliance issues or questions please contact Monica Spells our County Compliance Officer at 843-255-2354 or email at [mspells@bcgov.net](mailto:mspells@bcgov.net). Answers to questions received that would change and/or clarify this solicitation will be**

The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the RFQ number, opening date, and title.

Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

**BID FORM**

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

PROJECT NUMBER	DESCRIPTION OF SERVICES REQUIRED	NUMBER OF DAYS TO COMPLETE THE PROJECT	PRICE
1.	Turn Key Base price for the construction of the Voters Registration Warehouse. As described in the attached plans. Price must include all permits, License fees, materials, labor, and taxes. Base Bid.	<u>90 Days</u>	<u>\$210,834.00</u>
2.	Alternate 1-Office improvements	<u>40 Days</u>	<u>\$153,486.00</u>
3.	Alternate 2-Covered walkway	<u>20 Days</u>	<u>\$45,888.00</u>
4.	Total cost for Base Bid Price and Alternates 1, 2.	<u>130 Days</u>	<u>\$410,208.00</u>
5.			
6.			

BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

I, the undersigned, certify that this bid does not violate any Federal or State Antitrust Laws.

Bidders Federal Social Security Identification (E.I.) No. 57-0739357

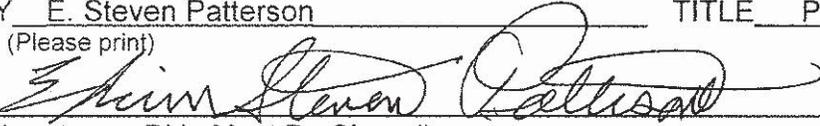
Patterson Construction  
(Company Name)

10-C Burton Hill Rd Beaufort, SC 29902  
(Mailing Address)

10-C Burton Hill Rd Beaufort, SC 29902  
(Street Address)

Beaufort, SC 29902  
(CITY/STATE/ZIP)

BY E. Steven Patterson TITLE President/Owner  
(Please print)

  
(Signature – Bids Must Be Signed)

TELEPHONE 843-524-0081 DATE 9/22/2017

FAX #: 843-524-0082

EMAIL ADDRESS: steve@patconst.com

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document Voters Registration Warehouse, dated 09/22/2017.

Company Name: Patterson Construction, Inc. Principal Name: Edwin Steven Patterson

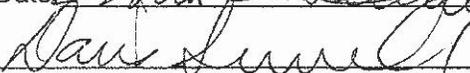
Company Address: 10-C Burton Hill Rd  
Beaufort, SC 29906

Secretary of State Designation: (Corporation, Individual, Partnership, other) Corporation

Beaufort County Business License/Classification: 1250

Tax Obligation Current:

Signature of Principal/Date:  9/22/17

Witness/Date:  9/22/17





## REFERENCES

Each bidder shall furnish all information requested below. Bids shall be received from qualified contractors.

Years in business: 44

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
<u>Palmetto State Bank</u>	<u>145 Lady's Island. Dr.29907</u>	<u>Jan Malinowski</u>	<u>(843)524-3300</u>
<u>Plaza Amusement</u>	<u>41 Robert Smalls Cr. Beaufort</u>	<u>Paul Trask</u>	<u>(843)694-7172</u>
<u>Burn Boot Camp</u>	<u>270 Sun City Ln Bluffton</u>	<u>Dave Lutz</u>	<u>(704)840-5133</u>
<u>Sun City HHIS</u>	<u>127 Sun City Ln, Bluffton</u>	<u>Jonathan Ackerly</u>	<u>(843)816-1356</u>
<u>State Farm Insurance</u>	<u>2048 Pearl St Beaufort, SC.</u>	<u>Andy Corrieveau</u>	<u>(843) 524-1717</u>

**THIS IS NOT AN ORDER**

\*VENDOR ORIGINAL

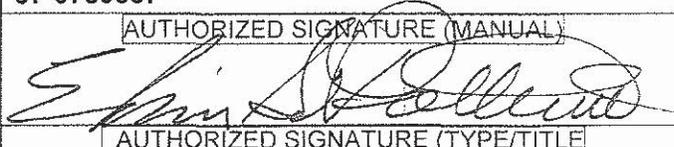
\*ONE VENDOR ORIGINAL & ONE VENDOR COPY TO BE

\*VENDOR COPY

Dates Advertised: August 11, 2017

SUBMITTED BY EACH BIDDER

Page 1 of 28 Pages

 <p style="text-align: center;"><b>INVITATION FOR BID (IFB)</b></p>	FORMAL SEALED BID (X)      REQUEST FOR QUOTE ( )	
	We require bids to be electronically submitted through our Vendor Registry Program. Please go to <a href="http://www.bcgov.net">www.bcgov.net</a> and sign up to submit your bid. If you do not have access to a computer, you may hand deliver your bid. HAND DELIVERED AND/OR EXPRESS MAIL BIDS TO:      Purchasing Department 106 Industrial Village Rd., Bldg. 2 Beaufort, SC 29906-4291 (FAX BID NOT ACCEPTED)	
*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. ON: <p style="text-align: center;"><b>September 22, 2017</b></p>	Bid No. (No., Date, Time of Opening and State License Numbers to be shown on Envelope) <p style="text-align: center;"><b>IFB #092217</b></p>	
LOCAL TIME-THEN PUBLICLY OPENED IF SEALED BID		
<b>BID TITLE: Voter's Registration Warehouse Building Construction for Beaufort County</b>		
PREBID CONFERENCE: A pre-bid conference will be held on Thursday, August 24, 2017, at 3:00 p.m., in the Finance Conference Room located at 106 Industrial Village Road, Building 2, Beaufort, SC 29906. Bidders are responsible for their own transportation. All interested bidders are encouraged to attend.		
David L. Thomas, CPPO Purchasing Director	Mailing Date	E-MAIL QUESTIONS TO: Dave Thomas – dtthomas@bcgov.net at least calendar 10 days before bid opening.
VENDOR NAME <b>Patterson Construction, Inc.</b>	REASON FOR NO BID	
VENDOR MAILING ADDRESS <b>10-C Burton Hill Rd</b>	Amend Number(s) Received: <b>None</b>	
CITY-STATE-ZIP-CODE <b>Beaufort, SC 29906</b>	S.C. TAX NO. <b>7800222-9</b>	
Telephone Number ( 843 ) <b>524-0081</b>	FEDERAL I.D. OR SOCIAL SECURITY NO.	
Toll-Free Number ( )	<b>57-0739357</b>	
Fax Number (843) <b>524-0082</b>	AUTHORIZED SIGNATURE (MANUAL)  AUTHORIZED SIGNATURE (TYPE/TITLE) <b>E. Steven Patterson, President/Owner</b>	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.		
Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.		

IF A SUMMARY OF BIDS IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within \_\_\_\_ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within \_\_\_\_ days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than sixty (60) days after issue date of purchase order.

**IMPORTANT**  
 IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE  
 SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

\* Bids received after the time specified for opening cannot be considered and will be returned to the bidder unopened.

**Background:**

Beaufort County is seeking construction services for the addition of warehouse space as well as interior renovations and exterior improvements to the existing Voter Registration Building.

**Scope of Services:**

The scope of work consists of but is not limited to the following; Addition of a 2,319 S.F. warehouse, interior office renovations and modifications (alternate one), and a covered walkway (alternate two).

**Instruction to Bidders**

Bidding documents are available online [www.bcgov.net](http://www.bcgov.net) or by contacting Beaufort County Purchasing, 106 Industrial Village Road, Bldg. #2, Beaufort, SC.

To request a bid package, e-mail [Imaietta@bcgov.net](mailto:Imaietta@bcgov.net) or call the Purchasing Department at (843) 255-2350.

In addition to the Bid Form, also complete and include Appendix E Cost Breakdown, and provide a Construction Schedule.

Beaufort County reserves the right to reject all bids and to waive minor informalities and irregularities.

**Related Documents****Attached are:**

1. Bid Form - Stipulated Sum
2. Appendix A - List of Subcontractors provided by bidder
3. Appendix E - Cost Breakdown provided by bidder.
4. Drawings available on line at [www.bcgov.net](http://www.bcgov.net), vendors must be registered.

**Contact Information:**

Participants may view the site at any time. Access to the site, as well as questions concerning the Plans and Drawings should be directed to Mark E. Roseneau (843) 255-2748 or [markr@bcgov.net](mailto:markr@bcgov.net)

Questions concerning the project and bid documents must be emailed to the Purchasing Department before 5:00 pm. August 5, 2017. Email [dthomas@bcgov.net](mailto:dthomas@bcgov.net) if you have questions.

Bids will be received by the Purchasing Department until 3:00 p.m. on the closing date shown.

In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County go to [www.bcgov.net](http://www.bcgov.net) and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the

solicitation section in Vendor Registry.

## **IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS**

Response submittals for this bid project will **ONLY** be received electronically and must be submitted **ONLINE** prior to the date and time listed on page 1 of this Bid document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms **MUST** be uploaded as one file if possible. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc are to be in the first upload.
- Submittals may be re-submitted prior to the date and time of bid open; if multiple submissions are received from the same source, the submission with the latest timestamp will take priority. If you have a problem with your upload, you may contact Vendor Registry at 844-307-9302 or [oservice@vendorregistry.com](mailto:oservice@vendorregistry.com).

**Response is to be submitted ONLINE by one of the two methods below:**

- a. **Use the Link: [VendorRegistry.com](http://VendorRegistry.com)**
- b. **From the County's home page, select Bid Opportunities**

6. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

### 7. Questions

E-mail any questions you have, at least ten (10) calendar days prior to proposal closing date to:

E-Mail Dave Thomas at [dthomas@bcgov.net](mailto:dthomas@bcgov.net)

**For compliance issues or questions please contact Monica Spells our County Compliance Officer at 843-255-2354 or email at [mspells@bcgov.net](mailto:mspells@bcgov.net). Answers to questions received that would change and/or clarify this solicitation will be**

The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the RFQ number, opening date, and title.

Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

**BID FORM**

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

PROJECT NUMBER	DESCRIPTION OF SERVICES REQUIRED	NUMBER OF DAYS TO COMPLETE THE PROJECT	PRICE
1.	Turn Key Base price for the construction of the Voters Registration Warehouse. As described in the attached plans. Price must include all permits, License fees, materials, labor, and taxes. Base Bid.	<u>90 Days</u>	<u>\$210,834.00</u>
2.	Alternate 1-Office improvements	<u>40 Days</u>	<u>\$153,486.00</u>
3.	Alternate 2-Covered walkway	<u>20 Days</u>	<u>\$45,888.00</u>
4.	Total cost for Base Bid Price and Alternates 1, 2.	<u>130 Days</u>	<u>\$410,208.00</u>
5.			
6.			

BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

I, the undersigned, certify that this bid does not violate any Federal or State Antitrust Laws.

Bidders Federal Social Security Identification (E.I.) No. 57-0739357

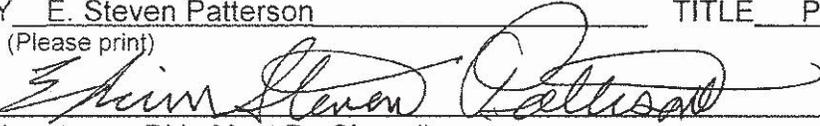
Patterson Construction  
(Company Name)

10-C Burton Hill Rd Beaufort, SC 29902  
(Mailing Address)

10-C Burton Hill Rd Beaufort, SC 29902  
(Street Address)

Beaufort, SC 29902  
(CITY/STATE/ZIP)

BY E. Steven Patterson TITLE President/Owner  
(Please print)

  
(Signature – Bids Must Be Signed)

TELEPHONE 843-524-0081 DATE 9/22/2017

FAX #: 843-524-0082

EMAIL ADDRESS: steve@patconst.com

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document Voters Registration Warehouse, dated 09/22/2017.

Company Name: Patterson Construction, Inc. Principal Name: Edwin Steven Patterson

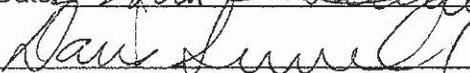
Company Address: 10-C Burton Hill Rd  
Beaufort, SC 29906

Secretary of State Designation: (Corporation, Individual, Partnership, other) Corporation

Beaufort County Business License/Classification: 1250

Tax Obligation Current:

Signature of Principal/Date:  9/22/17

Witness/Date:  9/22/17





## REFERENCES

Each bidder shall furnish all information requested below. Bids shall be received from qualified contractors.

Years in business: 44

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
<u>Palmetto State Bank</u>	<u>145 Lady's Island. Dr.29907</u>	<u>Jan Malinowski</u>	<u>(843)524-3300</u>
<u>Plaza Amusement</u>	<u>41 Robert Smalls Cr. Beaufort</u>	<u>Paul Trask</u>	<u>(843)694-7172</u>
<u>Burn Boot Camp</u>	<u>270 Sun City Ln Bluffton</u>	<u>Dave Lutz</u>	<u>(704)840-5133</u>
<u>Sun City HHis</u>	<u>127 Sun City Ln, Bluffton</u>	<u>Jonathan Ackerly</u>	<u>(843)816-1356</u>
<u>State Farm Insurance</u>	<u>2048 Pearl St Beaufort, SC.</u>	<u>Andy Corrieveau</u>	<u>(843) 524-1717</u>

# COUNTY COUNCIL OF BEAUFORT COUNTY

## Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

**In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.**

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- ☐ Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- ☐ Cancellation, termination, or suspension of the contract, in whole or in part.

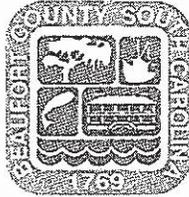
In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

**Beaufort County Government**  
Post Office Drawer 1228 ☐ Beaufort, SC 29901-1228  
843.255.2354 Telephone ☐ E-mail: [compliance@bcgov.net](mailto:compliance@bcgov.net)

# COUNTY COUNCIL OF BEAUFORT COUNTY

## Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

**In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.**

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- ☐ Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- ☐ Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

**Beaufort County Government**  
Post Office Drawer 1228 ☐ Beaufort, SC 29901-1228  
843.255.2354 Telephone ☐ E-mail: [compliance@bcgov.net](mailto:compliance@bcgov.net)

PAGES 1 THROUGH 10, and pages 28 AND ALL SBE REQUIREMENTS MUST  
BE RETURNED BY ELECTRONIC BID PROCESS THROUGH VENDOR REGISTRY ON  
OUR COUNTY WEBSITE AT WWW.BCGOV.NET OTHER PAGES SHALL REMAIN  
PART OF THE BID BY REFERENCE  
AND IT IS **NOT** NECESSARY TO RETURN THESE.

## Program Provisions and Good Faith Outreach Effort Requirements for **Small and Minority Business Participation**

### Security Kiosk IFB

**FAILURE TO COMPLETE ALL GOOD FAITH OUTREACH EFFORT REQUIREMENTS MAY RESULT IN BID REJECTION. SPECIFIED DOCUMENTS WITHIN THESE PROGRAM PROVISIONS MUST BE RETURNED WITH THE BID PACKAGE. FALSIFICATION OF ANY REQUESTED DOCUMENTS WILL BE CONSIDERED A BREACH OF PUBLIC TRUST.**

Direct questions regarding these provisions in writing via email to [compliance@bcgov.net](mailto:compliance@bcgov.net) or fax to 843.255.9802.

## Important Actions and Notes for Bidders

- These program provisions affect bid responsiveness.
- These program provisions are required for all prime bidders, regardless of whether the prime bidder is a small or minority business (SMB).
- If not self-performing one hundred percent (100%) of the project with your company's workforce, bid packages should include the following items to be in compliance with these program provisions:
  1. Good Faith Efforts Checklist form.
  2. Non-Discrimination Statement form (Exhibit 1).
  3. Proof of requesting Beaufort County's listing of local SMBs at least 10 business days in advance of the bid due date, by sending a request to [bcvendors@bcgov.net](mailto:bcvendors@bcgov.net).
  4. Outreach Documentation Log (Exhibit 2) and Proposed Utilization Plan (Exhibit 3). **Note:** Both of these forms will be provided electronically when requesting Beaufort County's current listing of local SMBs per item #3 above.
  5. Proof of sending written notice to SMBs notifying them of any bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed.
  6. Proof of sending written notice to Good Faith Agencies listed herein, at least 5 business days in advance of the bid due date, requesting their assistance notifying their business contacts of bidding opportunities with your company for this project. Notices can be e-mailed or faxed. If emailed, the notice can be sent to all agencies with one email.

### Good Faith Agencies Distribution List

Beaufort County Black Chamber of Commerce  
Attention: Mr. Larry Holman  
Post Office Box 754, Beaufort, SC 29901  
Email: [president@bcbcc.org](mailto:president@bcbcc.org)  
Fax: 843.379.8027

Regional Chamber of Commerce  
Attention: Ms. Jaime Dailey-Vergara  
Post Office Box 910, Beaufort, SC 29901  
Email: [jaime@beaufortsc.org](mailto:jaime@beaufortsc.org)  
Fax: 843.986.5405

Hilton Head Island-Bluffton Chamber of Commerce  
Attention: Ms. Cristina Kirby  
Post Office Box 5647  
Email: [ckirby@hiltonheadisland.org](mailto:ckirby@hiltonheadisland.org)  
Fax: 843.785.7110

### Other Resources\*

SC Office of Small and Minority Business Assistance (OSMBA)  
1205 Pendleton Street, Suite 453C  
Columbia, SC 29201  
Telephone: 803.734.5010  
[www.osmba.sc.gov](http://www.osmba.sc.gov)

SC Department Of Transportation  
Business Development and Special Programs  
Post Office Box 191  
Columbia, SC 29202  
Telephone: 803.737.2314  
[www.scdot.org](http://www.scdot.org)

*\*You do not need to send a notification to these agencies; however, they can assist you in identifying certified minority and disadvantaged businesses.*

## Program Overview

Beaufort County recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35-5210\*, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned businesses to develop fully as part of the state's policies and programs which are designed to promote balanced economic and community growth throughout the state. Therefore, Beaufort County wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in its overall procurement process for goods and services. Further, Beaufort County seeks to ensure that small businesses are likewise afforded the same participation opportunity as minority businesses. Consequently, attention of all bidders is called to contract provisions contained herein pertaining to Beaufort County's "Small and Minority Business Participation Program", as described in the Beaufort County Code of Ordinances, Section 2-537.2\*\*.

### Pre-Award and Post-Award Requirements

Beaufort County requires all bidders for this project to fulfill specific good faith outreach efforts. The successful bidder (contractor) is required to fulfill any commitments made to the best of their ability in conjunction with pre-award good faith outreach efforts, unless good cause is demonstrated for any failure to fulfill such commitment. Beaufort County shall have the right to inspect the contractor's records related to the activity and expenditures to SMBs utilized on County projects, to include related contracts and purchase orders and payment records, such as cancelled check copies. Further, Beaufort County personnel are permitted access to County project sites with the purpose of confirming workers on the project. Beaufort County may require the contractor to provide monthly reports regarding its utilization and expenditures to small and minority businesses on Beaufort County projects.

### Definitions

**Minority Business** means a concern at least fifty-one percent (51%) owned by a person determined to be socially and economically disadvantaged. **Socially disadvantaged** means those persons who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, women, and other minorities to be designated by the state or Beaufort County. **Economically disadvantaged** means those socially disadvantaged persons whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged.

**Small Business** means a for-profit concern that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121\*\*\*, as amended.

\* South Carolina Code of Laws, Chapter 35 "South Carolina Consolidated Procurement Code", Article 21 "Assistance to Minority Businesses".

\*\* Beaufort County Code of Ordinances, Article 7 "Finance, Division 4 "Purchasing", Section 2-537.2 "Small and Minority-owned Business Program".

\*\*\* Code of Federal Regulations, Title 13 "Business Credit and Assistance", Chapter 1 "Small Business Administration", Part 121 "Small Business Size Standards".

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_

### Good Faith Efforts Checklist

*This form and supporting documents are due with the bid package, if not self-performing 100% of the work.*

Divide and/or combine scope of work packages into economically feasible units, if possible.

Request a list of potential SMBs from Beaufort County at least 10 business days prior to the bid due date, by emailing a request to [bcvendors@bcgov.net](mailto:bcvendors@bcgov.net).

Send written notice to Good Faith Agencies and SMBs of your intent to bid the project and express an interest in receiving quotes from SMBs. Notices should be sent at least 5 business days prior to the bid due date and can be e-mailed or faxed. The notice should contain the following:

- Bidder's name and contact information
- Project name and number
- Scope of work/bid packages available for subcontracting
- Information on availability of plans and specifications
- Bidder's insurance, bonding, and financial requirements

Include copies of the written notice to SMBs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip. If the notice is mailed, include a copy of the stamped or metered envelope.

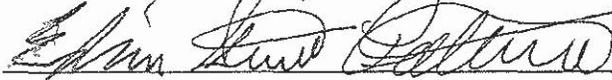
Include copies of the written notice to Good Faith Agencies requesting their assistance notifying their local business contacts of bidding opportunities with your company for this project. The request should be sent at least 10 business days prior to the bid due date and can be e-mailed or faxed. If emailed, the notice may be sent to all agencies with one email. If faxed, include a copy of the fax transmittal confirmation slip. If the notice is mailed, include a copy of the stamped or metered envelope.

Include Exhibits 1, 2 and 3, with all requested supporting documentation, where applicable. Exhibits 2 and 3 must be requested by sending an email to [bcvendors@bcgov.net](mailto:bcvendors@bcgov.net) (see page 2, item #4 of these provisions).

The undersigned acknowledges making a good faith effort to comply with the above areas checked.

Patterson Construction, Inc.  
Name of Company

E. Steven Patterson  
Owner or Authorized Representative Name

  
Signature

President, Owner  
Title

09/22/2017  
Date

**Exhibit 1**  
**Non-Discrimination Statement**

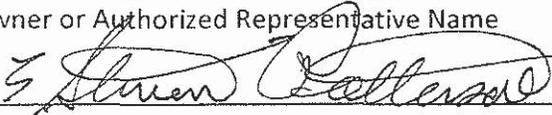
*This form is due with the bid package.*

The bidder certifies the following:

- No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Beaufort County or the performance of any contract resulting thereof;
- That it is and shall be the policy of the bidder to provide equal opportunity to all businesses or persons seeking to contract or otherwise interested in contracting with the bidder for Beaufort County contracts, including those businesses owned and controlled by socio-economic and racial minorities;
- In connection herewith, we acknowledge and warrant that this bidder has been made aware of, understands, and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this bidder;
- That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;
- That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and included by reference into any contract or portion thereof which this bidder may hereafter obtain and;
- That the failure of this bidder to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable right and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Patterson Construction, Inc.  
Name of Company

E. Steven Patterson  
Owner or Authorized Representative Name

  
Signature

President, Owner  
Title

09/22/2017  
Date

## BEAUFORT COUNTY STANDARD CONDITIONS/PROVISIONS

### CORRECTION OF ERRORS ON THIS BID FORM

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified for opening.

### AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by an amendment or interpretation that is not in writing.

### ADDITIONAL INFORMATION.

Bidders requiring additional information may submit their question(s) in writing to the Purchasing Department. Answers to questions received that would change and/or clarify this solicitation will provided in writing to all firms that have received the original Invitation for Bid.

### DISCUSSIONS/NEGOTIATIONS.

By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to final award of contract, vendor shall not discuss this procurement with any party, except members of the Purchasing Department or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the using Department any aspects of the procurement, without prior approval of the Buyer responsible for the procurement.

### INSTRUCTIONS TO BIDDERS

1. One clearly marked original and one copy of each bid must be submitted on the forms furnished by the Purchasing Department.
2. Bids, amendments thereto, or withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed.
3. Quote prices on units specified, with packing included.
4. Attach complete specifications for any permitted substitutions offered.
5. If specifications or descriptive papers are submitted with bids, enter bidder's name thereon.
6. If the article bid upon has a trade name or brand, show same in the bid with model number.
7. Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.
8. Show delivery time required after order is received, in appropriate space provided on bid forms.
9. Bids must be submitted in a sealed envelope/container showing the bid number, opening date, title and appropriate license number(s) on the outside of the envelope/container. BEAUFORT COUNTY ASSUMES NO RESPONSIBILITY FOR UNMARKED ENVELOPES BEING CONSIDERED FOR AWARD.
10. The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid. The term f.o.b. destination shall mean delivered, removed from crate, and placed inside of building, when applicable. County buildings do not have

loading docks.

11. Bidders to visibly mark as "Confidential" each part of their bid that they consider to be proprietary information.
12. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may be determined invalid.

## CONDITIONS

1. All bids must be submitted on the forms furnished. Number of Amendments received, if any, must be shown on page #1 of the Invitation for Bid. Altered or incomplete Bid Invitations or use of substitute forms may render the bid non-responsive.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Payment in connection with discount offered will be computed from the time of inspection/or acceptance.
4. In case of default by Contractor, the County reserves the right to purchase any or all items in default in open market, charging Contractor with any additional costs. **SHOULD EACH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated and operate satisfactory on the County's existing equipment (as applicable). Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
6. Tie bids will be resolved, as outlined in the County's Procurement Ordinance.
7. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated in the bid notice, prices must be firm.
9. The successful bidder shall indemnify and save harmless Beaufort County and all County Officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent trademark or copyright.
10. Beaufort County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency.
11. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
12. Any contract entered into by the County or its departments, institutions, agencies, political subdivisions, or other entities resulting from this bid notice shall be subject to cancellation without penalty, at the end of any fiscal or appropriated year, unless otherwise provided by law.
13. Request for quotes must be received by the Purchasing Department by the date and time designated, but will not be publicly opened. **Formal sealed bids shall be publicly opened.**
14. All taxes on any items that the County may be required to pay must be shown separately, not included in the bid price.

## GENERAL PROVISIONS

1. **PROHIBITIONS OF GRATUITIES:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or

former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.

1.1 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.

2. ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) The Bidding Schedule, (B) General Provisions, (C) Instructions to Bidders, and Conditions, (D) Other Provisions of the Contract, whether incorporated by reference or otherwise, and (E) The Specifications.

3. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government Contract price without any liability, because the County is exempt from the provisions of the Robinson-Patman Act and other related laws.

4. TERMINATION: Subject to the Provisions below, the contract may be terminated by the Purchasing Department.

4.1 Termination for Convenience: The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure of Contractor to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

4.2 Termination for Cause: Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply. (See Bid Condition 4.)

5. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of

the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight, embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and is such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

6. BID SCHEDULE: Enter the manufacturer, brand, and catalog number bid and prices quoted for each item in the spaces provided on the Bid Schedule sheet. Additional pages may be attached, when applicable, for quantity prices. Quote prices in units of standard pack, pricing each item separately, unless indicated otherwise in bid instructions.
7. BIDDERS QUALIFICATION: Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
8. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
9. AWARD CRITERIA: Award will be made to the responsible and responsive bidder(s) whose bid is the most economical for the purpose intended, according to the criteria designated in the Invitation for Bid.
  - 9.1 In addition to price, the Bid Evaluation will include the following factors (as they apply):
    - 9.1.1 The quality of performance/workmanship of previous contracts, services, equipment or products; or references which attest to the specific experiences of others.
    - 9.1.2 The timely completion of previous contracts or services or the timely delivery of past orders; or references that attest to the specific experiences of others.
    - 9.1.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
    - 9.1.4 The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract.
    - 9.1.5 The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
    - 9.1.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.

- 9.1.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.
  - 9.1.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.
  - 9.1.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the County.
  - 9.1.10 Product or parts inventory capability as it relates to a particular bid.
  - 9.1.11 Results of product/equipment testing.
  - 9.1.12 Warranty - Terms and Conditions.
- 9.2 Evaluation: Bids may be made for one lot only, or for as many lots as the bidder can supply. Award will be made by complete lots and may be made to one or more bidders.
- 9.3 Evaluation of Bids for Multiple Awards: In addition to other factors, bids will be evaluated on the basis of advantages to the County that might result from making more than one award (multiple awards). For the purpose of making this evaluation, administrative costs to the County for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the County, including such administrative costs.
- 9.4 Indefinite Delivery: At the discretion of Beaufort County, the contract may be extended for a time period not to exceed 24 months.
10. REJECTION: This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services. The County reserves the right to waive minor informalities and irregularities, to accept or reject any or all bids received as a result of this request, or to cancel in part in or its entirety this bid, if it is in the best interest of the County to do so. In addition, the County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the County.
- 10.1 Rejection of Lowest Bid: Substantial negative findings from the Bid Evaluation as listed in paragraph 9, Award Criteria, and/or the factors as listed below, may result in the rejection of the lowest bid, if in the best interest of the County of Beaufort.
- 10.1.1 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.
  - 10.1.2 Greater service costs for the low bid item.
  - 10.1.3 Longer service time for the low bid item, which would cause longer down time of the item.
  - 10.1.4 Proven reliability of the higher bid item.
  - 10.1.5 Compatibility of the higher bid item with existing equipment.
11. ASSIGNMENT: The Contractor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this contract without the written consent of the Purchasing Director.

12. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Purchasing Department.
13. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, age, national origin, or physical handicap.
14. WAIVER: The County reserves the right to reject any or all bids, to waive any General Provisions, Special Provisions, or minor specification deviation when considered to be in the best interest of this County.
15. RESTRICTIONS/LIMITATIONS: No purchases are to be made from this Contract of any item that is not listed, nor of any item that is currently authorized under any contract awarded prior to this Contract.
16. PURCHASES FROM OTHER SOURCES: The Purchasing Department reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
17. QUALITY OF PRODUCT: Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.  
  
Any deviations from the Specifications/Conditions listed herein must be clearly identified and explained with each bid.
18. ISSUANCE OF PURCHASE ORDERS: Beaufort County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.
19. ITEM SUBSTITUTIONS: No substitutes will be allowed on purchase orders received from agencies, without permission from the Purchasing Department.
20. DISCREPANCIES: A bidder who discovers a discrepancy or omission in the specification, or is in doubt of the interpretation of any part of the Invitation for Bid or considers that the Specification or Invitation for Bid is restrictive or discriminatory shall notify the Purchasing Director, in writing not later than ten (10) days prior to the scheduled bid opening, or at a pre-bid conference should one be scheduled. Exceptions taken do not obligate Beaufort County to change or alter specifications. Nothing will change the Invitation for Bid, unless written amendment is provided by the Purchasing Director at least three (3) working days before the Bid Opening.
21. BRAND NAMES: The name of any manufacturer, trade name, or manufacturer's or vendor's catalog or model number set forth in the specification is for the purpose of describing the minimum standard of quality, type, or performance. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality or performance specified.

22. NONRESIDENT TAXPAYERS: If the bidder is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the bidder acknowledges and understands that in the event he is awarded a contract, bidder shall submit a Nonresident Taxpayer Registration Affidavit (State Form #1-312-6/94) to the Beaufort County Purchasing Department before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
23. BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at [www.bcgov.net](http://www.bcgov.net) or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
24. BID GUARANTY AND BOND: Bidder agrees to forfeit Bidder's Bond, **when required on the Bid Schedule**, in the event of failure to contract with County Council within ten (10) days after award of Bid. Checks or Bid Bond of the unsuccessful bidders will be returned once bid is awarded. Check or Bid Bond of the successful bidder will be returned after delivery and acceptance of item.
25. REQUIREMENTS CONTRACT QUANTITIES OR USAGE: Whenever a bid is sought seeking a source of supply for a requirements contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Beaufort County as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.
26. CHOICE OF VENUE: Any disputes under this contract that cannot be resolved between the County of Beaufort and the vendor must be resolved in a circuit court of Beaufort County, Beaufort, SC, and the Fourteenth Judicial Circuit.
27. LICENSES, PERMIT AND FEES: All Bids submitted must include the price of any business and professional licenses, permits or fees as required by Federal, State or Local Government Agencies.
28. ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
29. INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, contractor/vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P. O. Drawer 1228, Beaufort, S.C. 29901, Attention: Purchasing Director and with a special notation naming Beaufort County as an additional insured on the liability coverages. Minimum coverage shall be as follows:

29.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life

of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

29.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

29.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

29.3a Additional Insurance Requirements:

**-Builders Risk Insurance:** A Builder's Risk and Boiler and Machinery Coverage will be obtained by OWNER to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to OWNER and CONTRACTOR. Further, OWNER and CONTRACTOR agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the construction project.

**-Subcontractors:** CONTRACTOR shall be required to verify that all subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore CONTRACTOR agrees to indemnify and defend Morris Trust for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

29.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

29.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received

written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

29.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

30. RIGHT TO PROTEST:

30.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

30.2 Authority to Resolve Protest. The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

30.3 Decision. If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

30.3.1 State the reasons for the action taken; and

30.3.2 Inform the protestant of its right to administrative review as provided in this Section.

30.4 Notice of Decision. A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

30.5 Finality of Decision. A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

30.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

30.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs, when it is determined that the protest is without standing.

31. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

**State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by circling YES OR NO.**

If you circled "YES", explain fully in a separate attachment.

32. Contractor is responsible for all permits, licenses and fees for all projects.

See the attached Plans or go to [www.bcgov.net](http://www.bcgov.net) to download a copy from the bid opportunities section.

Appendix A  
Sub-Contractor Roster

IFB#092217

Item	Contractor	Contact Person	Phone #	Base	Alt 1	Alt 2	Special Classification	Location
Acoustic Ceiling	Mike Jerome	Mike Jerome	843-384-5333	\$ -	\$ 7,200.00	\$ -	No	bluffton, SC
Painting	Lonestar Painting	Alfredo	843-263-4156	\$ -	\$ 3,600.00	\$ -	Hispanic	Beaufort, SC
GWB	Antonio	Antonio Ramirez	843-575-1124	\$ -	\$ 7,300.00	\$ -	Hispanic	Beaufort, SC
Erection	JBS	Richard Jennings	843-321-0914	\$ 13,000.00	\$ -	\$ -	no	Beaufort, SC
Concrete	Tom Bueche	Tom Bueche	803-300-1131	\$ 20,800.00	\$ -	\$ -	no	Barnwell, SC
Electric	Powell	Billy	843-524-4891	\$ 6,250.00	\$ 16,750.00	\$ -	No	Beaufort, SC
Storefront	Clover Glass	Mike	843-837-6680	\$ -	\$ 17,625.00	\$ -	no	bluffton, SC
HVAC	D & S	Jay	843-522-0034	\$ 7,800.00	\$ 3,600.00	\$ -	no	Beaufort, SC
Plumbing	Whitmore	Jason	843-263-7429	\$ -	\$ 5,600.00	\$ -	no	Beaufort, SC
Site Prep	Blankenship	Wayne	843-521-6367	\$ 24,352.00	\$ -	\$ -	no	Beaufort, SC
Aluminum Canopy	Mitchell Metals	Ashley	770-431-7300	\$ -	\$ -	\$ 30,999.00	no	Smyrna, GA

Appendix E - Cost Breakdown

	Base Bid	Alt 1	Alt 2
Division 1 - General Requirements	\$ 34,120.50	\$ 12,108.49	590,141.6
Division 2 - Site Work	\$ 33,292.08	\$ 16,474.52	2628,096
Division 3 - Concrete	\$ 28,500.00	\$ 831.76	6091.16
Division 4 - Masonry	\$ -	\$ -	0
Division 5 - Metals	\$ 5,009.47	\$ 4,206.75	0
Division 6 - Wood & Plastics	\$ 6,640.05	\$ 8,554.87	0
Division 7 - Thermal & Moisture Protection	\$ 6,240.00	\$ 3,528.62	0
Division 8 - Doors & Windows	\$ 14,379.48	\$ 41,192.03	0
Division 9 - Finishes	\$ 4,560.00	\$ 48,542.56	0
Division 10 - Specialties	\$ -	\$ 842.84	0
Division 11 - Equipment	\$ -	\$ -	0
Division 13 - Special Construction	\$ 48,672.00	\$ -	36578.6
Division 14 - Conveying Systems	\$ -	\$ -	0
Division 15 - Mechanical	\$ 9,102.00	\$ 9,917.60	0
Division 16 - Electrical	\$ 20,318.42	\$ 7,285.97	0

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Patterson Construction, Inc.

10-C Burton Hill Road, Beaufort, SC 29906

**SURETY:**

*(Name, legal status and principal place of business)*

Pennsylvania National Mutual Casualty Insurance Company

Post Office Box 2361, Harrisburg, PA 17105-2361

**OWNER:**

*(Name, legal status and address)*

Beaufort County

106 Industrial Village Road, Bldg. 2, Beaufort, SC 29906-4291

**BOND AMOUNT:** Five percent (5%) of the attached bid\*\*\*

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Voter's Registration Warehouse Building Construction for Beaufort County

Project Number, if any:

IFB #092217

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of September 2017

X [Signature]  
*(Witness)*

Patterson Construction, Inc.  
*(Principal)* [Signature] [Seal]  
*(Title)* Edwin Spillman Rose

[Signature]  
*(Witness)* Kathryn McCartha-Powers

Pennsylvania National Mutual Casualty Insurance Company  
*(Surety)* [Signature] [Seal]  
*(Title)* Raymond E. Cobb, Jr., Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY  
Harrisburg, Pennsylvania

6766

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint C. WAYNE MCCARTHA, RAYMOND E. COBB, JR., AND MARJORIE KATHRYN MCCARTHA-POWERS, ALL OF COLUMBIA, SOUTH CAROLINA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF TEN MILLION DOLLARS ----- (\$10,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON MAY 31, 2024, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on May 20, 2014.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



*Mark Fitzgerald*  
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On May 20, 2014, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Traci A Kimmich, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Oct 31, 2016  
Member, Pennsylvania Association of Notaries

*Traci A. Kimmich*  
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on September 22, 2017

*Mark Fitzgerald*  
Vice President - Surety



**ORDINANCE 2018/\_\_\_**

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR A SUPPLEMENTAL EXPENDITURE IN AN AMOUNT NOT TO EXCEED \$10,000 TO FUND THE HIRING OF INDEPENDENT LEGAL COUNSEL FOR THE PURPOSE OF INVESTIGATING CERTAIN MATTERS AS STATED IN RESOLUTION 2018/19**

**WHEREAS**, on September 24, 2018 the Finance Committee voted to recommend to Council to hire independent counsel to investigate the matters of a contract with the former Interim County Administrator and also a purchase of real property; and

**WHEREAS**, on October 8, 2018 County Council voted to approve a Resolution to retain independent legal counsel for the purposes aforementioned; and

**WHEREAS**, certain additional expenditures not previously contemplated are necessary and in the best interest of the safety, health and welfare of the citizens of Beaufort County; and

**WHEREAS**, Beaufort County Council has determined it to be in the best interest of its citizens to approve this supplemental expenditures as provided herein.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the FY 2018-2019 Beaufort County Budget Ordinance (Ordinance 2018/24) is hereby amended in the following manner:

1. Ordinance 2018/24 Section 4(I)(I) is hereby amended to include in the “County Council” budget an additional approved appropriation of \$10,000 so that the total budget for item “I” equals \$641,397.

DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

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

ATTEST:

---

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

**ORDINANCE 2018 \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A RIGHT OF ENTRY GRANTING THE UNITED STATES GOVERNMENT TEMPORARY AND EXCLUSIVE CONTROL OVER CERTAIN REAL PROPERTY LOCATED AT GRAY’S HILL BOAT LANDING**

WHEREAS, on September 28, 2018 a Marine Corps Air Station (MCAS) F-35B crashed in the area of Little Barnwell Island; and

WHEREAS, the United States Government has deemed it necessary to enter and restrict others from entering property owned by Beaufort located at the Gray’s Hill Boat landing and shown on the attached Exhibit “A”; and

WHEREAS, the Right of Entry is provided for access to the crash area for investigation and response effort; and

WHEREAS, the citizens and residents are best served by providing the United States Government with a temporary Right of Entry in support of an investigation and response effort for the September 28, 2018 MCAS mishap.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute the Right of Entry providing access to the United States Government in support of its investigation and response effort for the September 28, 2018 MCAS mishap.

DONE this \_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Interim County Administrator

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading: October 8, 2018  
Second Reading  
Public Hearing:  
Third and Final Reading:



Map Layers

US Street Map

County Base Map

2018 Aerial



Gray's Hill  
Boat Landing



200 m

Enhanced Search



## RIGHT OF ENTRY PERMIT

This **RIGHT OF ENTRY PERMIT** (“Permit”) is effective this \_\_\_\_ day of October, 2018 and is by and between County of Beaufort, (“Permitter”) and **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (“Government”).

### RECITALS:

**WHEREAS**, Permitter owns certain real property located at Gray’s Hill Boat Landing, Beaufort County, South Carolina hereinafter (“Premises”) depicted on Exhibit A attached hereto; and

**WHEREAS**, Government desires entry onto Premises, in support of an investigation and response effort at an aircraft mishap on nearby property, to use the Premises as a staging area for damaged aircraft and associated debris removed from the aircraft mishap site, and related response activities, such mishap occurring on or about September 28, 2018 (“Permitted Use”).

**WHEREAS**, the Government has requested Permitter who has agreed to grant the Government revocable right of entry upon the Premises for the Permitted Use subject to the terms and conditions provided herein.

### AGREEMENT:

**NOW, THEREFORE**, without consideration, Permitter and Government agree as follows:

1. **Revocable Right of Entry**. Permitter hereby grants Government, its successors, contractors, officers, agents, employees and assigns, a revocable right of entry permit (Permit) to enter into and upon the Premises for the Permitted Use. The Navy’s contract number for this Permit is **N40085-19-RP-00027**.
2. **Non-assignable/Non-transferable**. This Permit is neither assignable nor transferable by Government, its successors, contractors, officers, agents, employees and assigns.
3. **Accompaniment**. Unless otherwise authorized in writing by the Government, Permitter shall not accompany Government, its successors, contractors, officers, agents, employees and assigns entering the Premises.
4. **Term**. The term of this Permit shall be for a period of ninety (90) days from the date of execution of this document. Prior to the expiration of this Permit, the Government may find that it is appropriate to extend and, if necessary, negotiate a lease agreement for longer term use of the Premises, The Government reserves the right in its sole discretion to determine whether

extension of the term is necessary. **PERMITTOR SHALL ALLOW NO OTHER USE OF THE PROPERTY DURING THE TERM OF THIS PERMIT.**

5. **Property Restoration.** At the termination of this Permit, the Government agrees to restore the Premises to the same or a substantially similar condition as existed on the date of entry under this Permit, ordinary wear and tear excepted.

6. **Liability.**

a. **Government Liability to Permitter or Third Parties.** Pursuant to the Federal Tort Claims Act (“**FTCA**”), 28 U.S.C. §§ 1346(b), 2671-2680, or the Military Claims Act (“**MCA**”), 10 U.S.C. § 2733, as applicable, the Government is liable to Permitter and any third party for any injury to persons or damage to property proximately caused by the acts or omissions of Permittee employees acting within the scope of their employment. In no case will the Government's liability exceed that allowable under applicable law, including the FTCA and MCA, or available appropriations.

b. **Permitter Liability to the Government.** **GOVERNMENT ACKNOWLEDGES AND AGREES THAT PERMITTOR WILL NOT BE RESPONSIBLE OR LIABLE FOR DEATH OR INJURIES TO PERSONS OR DAMAGE TO OR THEFT OF PROPERTY ARISING FROM OR IN ANY WAY CONNECTED WITH THE GOVERNMENT’S USE OF THE PREMISES PURSUANT TO THIS PERMIT.**

7. **Entire Agreement.** This Permit constitutes the entire agreement between the parties regarding the Government’s Permitted Use of the Premises. Any modification and amendment to this Right of Entry Permit must be in writing and signed by all parties hereto.

8. **Notices.** Whenever any notice, demand or request is required or permitted under this Permit, such notice, demand or request shall be in writing and shall be sent by United States Mail to the addresses set forth below:

To Permitter: Thomas Keaveny  
County of Beaufort  
Interim County Manager  
P.O. 1228  
Beaufort, SC 29901

To Permittee: Naval Facilities Engineering Command Mid-Atlantic  
ATTN: Real Estate Contracting Officer (AM1)  
9324 Virginia Ave.  
Norfolk, VA 23511

9. **Local Representative.** The Navy's local representative in this matter is:

Kimberly Fleming  
MCAS Beaufort  
703-314-6157

10. **Anti-Deficiency Act; Navy's Obligations.** Notwithstanding any provision to the contrary, all of Government's activities under or pursuant to this Right of Entry Permit are subject to the availability of appropriated funds, and no provisions shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Additionally, nothing contained in this Permit shall be considered to imply that the Congress of the United States of America will, at any later date, appropriate sufficient funds to meet the Navy's obligations under this Permit or any deficiencies hereunder.

**FOR PERMITTOR:**

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

\_\_\_\_\_  
**THOMAS KEAVENY**  
Interim County Manager  
P. O. 1228  
Beaufort, SC 2991

**FOR GOVERNMENT:**

**UNITED STATES OF AMERICA**, acting by and through the Department of the Navy

By: \_\_\_\_\_  
Real Estate Contracting Officer Date

\_\_\_\_\_  
**MATTHEW D. KURTZ**

**ORDINANCE NO. 2018 / \_\_\_\_**

**AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$350,000.00 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUNDS TO THE TOWN OF BLUFFTON FOR IMPROVEMENTS TO THE WRIGHT FAMILY PARK**

**WHEREAS**, the Town of Bluffton (Town) and Beaufort County (County) partnered in May, 2017 to purchase 1.27 acres of waterfront property located at 111 Calhoun Street in Bluffton, South Carolina said property also known as the Wright Family Park (the “Property”); and

**WHEREAS**, the Property features 188 feet of river frontage adjacent to the Calhoun Street Public Dock and other significant historical features; and

**WHEREAS**, the Town has created a master plan for a passive park public use for the Property with a total anticipated cost of \$1.2 million; and

**WHEREAS**, the Town has requested a contribution from the County in the amount of \$350,000; and

**WHEREAS**, at the September 24, 2018 meeting, the Finance Committee considered the request of the Town and unanimously recommends to County Council for funding in the amount of \$350,000 to be provided from Accommodations Tax funds; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of citizens, residents and visitors of Beaufort County to collaborate with the Town and fund the request for the passive park.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council that a transfer of \$350,000.00 is hereby authorized from the 3% Local Accommodations Tax Fund to the Town of Bluffton for the purpose of contributing to the cost of construction for a passive park at the Wright Family Park Property.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

---

Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

ATTEST:

---

Connie L. Schroyer, Clerk to Council

First Reading: October 8, 2018

Second Reading:

Public Hearing:

Third and Final Reading:

ORDINANCE NO. 2018 / \_\_\_\_

**AN ORDINANCE AMENDING BEAUFORT COUNTY CODE OF ORDINANCES SECTION 38-32 CLARIFYING THAT UNSIGHTLY MAINTENANCE OF PROPERTY IS PROHIBITED**

**WHEREAS**, Beaufort County (“County”) provides for code enforcement procedures for the health, welfare and protection of Beaufort County citizens and their property; and

**WHEREAS**, currently Beaufort County Code of Ordinances provides a definition of “*Unsanitary maintenance of property*,” however, it does not provide a prohibition of unsightly maintenance of property; and

**WHEREAS**, it is the intention of Beaufort County Council that property owners be accountable for proper maintenance of their property to avoid a nuisance or health hazard; and

**WHEREAS**, the Beaufort County Council finds that it will benefit the citizens and residents of Beaufort County to clarify that unsightly maintenance of property is prohibited and subject to penalties and fines provided in the Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council does hereby amend Section 38-32 of the Beaufort County Code of Ordinances by inserting after paragraph “(4)” the following paragraph “(5)” indicated by double underlines:

**Sec. 38-32- Keeping Property Clean.**

(5) Unsanitary maintenance of property, as defined above in Section 38-26, is prohibited.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading: October 8, 2018  
Second Reading:  
Public Hearing:  
Third and Final Reading:

**ORDINANCE 2018 \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS FOR THE CONVEYANCE OF 51 BALL PARK ROAD TO THE GULLAH FARMERS COOPERATIVE ASSOCIATION**

**WHEREAS**, Beaufort County and the Gullah Farmers Cooperative Association (Co-op) entered into a lease dated the 22<sup>nd</sup> day of May, 2017 for five (5) acres of property known as 51 Ball Park Road a portion of TMS# R300 016 000 183A 0000; and

**WHEREAS**, the County approved Ordinance 2017/7 which provides for the option for the Co-op to purchase the property upon a certain condition that the Co-op provide capital improvements to the property equal to a minimum of \$225,000 with certain credits provided for the purchase of the property; and

**WHEREAS**, the Co-op has sought financing for the purpose of making the contemplated improvements, however the financing of the project requires that the property be used as collateral; and

**WHEREAS**, the Public Facilities committee voted at the August 27, 2018 meeting to approve the conveyance of the above referenced property being leased pursuant to Ordinance 2017/7 on condition that the deed contain a reverter clause that provides that if the Co-op fails to provide the capital improvement as contemplated in Ordinance 2017/7 the property would revert back to the County; and

**WHEREAS**, County Council finds it is in the best interest of its citizens to convey the property to the Co-op with a reverter clause that provides the property will revert back to the County in the case that the Co-op is unable to fulfill the condition of capital improvement for the purchase of the property.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute any and all documents necessary to that portion of 51 Ball Park Road contemplated in the Ordinance 2017/7 and in the above referenced lease including a reverter clause causing the property to revert back to the County in case the Co-op is unable to fulfill the condition of the Ordinance 2017/7.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

---

Thomas J. Keaveny II  
Interim County Administrator  
County Attorney

ATTEST:

---

Connie L. Schroyer, Clerk to Council

First Reading: October 8, 2018

Second Reading:

Public Hearing:

Third and Final Reading:

# JOHNSON & DAVIS, PA

## ATTORNEYS AND COUNSELORS AT LAW

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

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

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

BARRY L. JOHNSON  
BARRY@JD-PA.COM

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

October 12, 2018

*(Via E-mail Only – egreenway@bcgov.net)*

Eric L. Greenway  
Community Development Director  
Beaufort County Council

Re: Beaufort County-Robert L. Graves, Pepper Hall Development Agreement  
J&D, PA File No.: G16-6432

Dear Eric:

On behalf of Robert, Ling and myself, we want to thank you and Messrs. Stewart, Covert, Larson, Keaveny and Inglese, for your personal and collective kindnesses and cordiality in our Committee Meeting on October 8<sup>th</sup>. We thought it was a good meeting and we took away a positive sense that the County and Robert, and those of us who serve them, are well on the way to getting the Joint Development Agreement for the Okatie River Park and Pepper Hall finally-approved and signed and recorded.

We left the meeting to ponder the discussion of the Barn Site, and to consider the issues with family members. That time of reflection and consultation with family members has let us to the thoughts below. Before doing further redrafting of the Joint Development Agreement, we wanted to see your team's and Committee's thoughts on these thoughts and ideas:

1. On the aspect of this discussion related to the proposed 2 cottages, we all realize the Graves Family's desire to keep the barns in place as they are today. But, we also all realize that in the future the barns may come down or may need to come down. So, our thought for discussion is that we would currently forego the request to place two cottages on site in addition to the barns, if the County agrees that, down the road, should the barns go away, they could be replaced with cottages, no more than two, containing a total conditioned square footage not exceeding what is there now in the barn structures. The conservation easement would be put in place to incorporate those things and for the barn site to continue its current activities.
2. On the aspect of this discussion related to land to be exchanged, we see that the following should be discussed as constituting the value for the exchange:

Eric L. Greenway  
October 12, 2018  
Page Two

- A. The 1.25-2.00 acres that would likely be required from Pepper Hall for Graves Road, which would be land deeded to the County;
- B. the demolition costs to Robert of removing one or more existing houses (particularly at the large oak tree on Graves Road), to allow the improvement of Graves Road fully to protect that tree;
- C. Robert will likely be providing land to enlarge the lagoon near Graves Road, in the "first finger", and may need to provide land for the enlargement or securing of the lagoon on the northerly end of the Park;
- D. the vista avenue of the Primary Access Road (one lane in and one lane out, with greenspace in between) will take significant acreage that Robert would provide; and
- E. Robert would be providing land to deliver the Park's water and sewer stub-out lines to the Park property line.

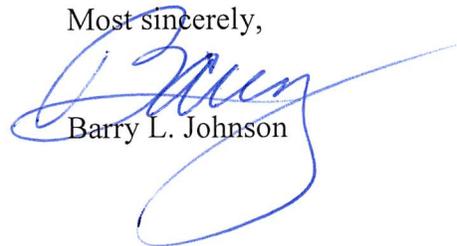
Based on these considerations, we now see that it is fair for the County to accept these considerations, knowing that Robert will not be quibbling over the required acreages, instead of asking Robert to provide additional land in place of the Barn Site. We ask that the County give this further consideration and discuss this with us.

3. As was suggested at the Committee Meeting on Monday, the 8<sup>th</sup>, if we can agree on the foregoing, Robert would agree to the County having a right of first refusal in the event that he (or whomever in the Family then owning) may voluntarily choose to sell or transfer any of the Barn Site out of the Family (excluding mortgages, of course).

The Graves' and I look forward to finalizing the Joint Development Agreement and staying on schedule to have this fully completed before Dec. 31, 2018.

Thanking you and with best wishes, I am

Most sincerely,



Barry L. Johnson

:blj

cc: (by e-mail only)

Hon. Brian Flewelling

Hon. Jerry Stewart

Hon. Mike Cover

Eric Larson, P.E.

Thomas Keaveny, County Attorney

Christopher Inglese, Assistant County Attorney

2018/ \_\_

**AN ORDINANCE ADDING CHAPTER 91, PASSIVE PARKS,  
TO THE BEAUFORT COUNTY CODE OF ORDINANCES**

**Chapter 91 – PASSIVE PARKS**

**ARTICLE I. – IN GENERAL**

**SECTION 91-100: TITLE**

This ordinance shall be known as the Passive Parks Ordinance.

**SECTION 91-101: PURPOSE**

It is the purpose of this ordinance to:

1. Define “passive park” and the inclusion and restrictions of fee-simple County-owned properties therein.
2. Provide secure, quiet, orderly, and suitable use and enjoyment of Rural and Critical Lands Preservation Program passive parks established or managed by Beaufort County, and to further the safety, health, comfort, and welfare of all persons using them.
3. Provide a means by which federal, state, and county laws and regulations will be enforced on Beaufort County passive parks.

**SECTION 91-102: DEFINITIONS**

The following words and terms shall have the meaning respectively ascribed to them in this section:

1. *Archaeological or cultural resources* means any associated physical artifacts and features below the ground surface indicating the past use of a location by people which may yield information on the county’s history or prehistory, including but not limited to artifacts, fossils, bones, shell mounds, middens, or primitive culture facilities or items.
2. *Concessions* means an approved lease or memorandum of understanding between the county and a private entity for the right to undertake a specific activity in return for services and/or financial gain.
3. *Daylight hours* means those hours between dawn and dusk.
4. *Motorized vehicles* means any self-propelled vehicle, commonly wheeled, that does not operate on rails, such as trains or trams and used for the transportation of passengers, or passengers and property, such as golf carts/cars, cars, trucks, all terrain or utility vehicles, motorcycles, and motorized bicycles.

5. *Passive Park* means any fee-simple county owned or co-owned property purchased with Rural and Critical Lands Preservation Program (RCLPP) designated funding. A list of passive parks is available with the Passive Parks Manager upon request and/or on the Beaufort County website.
6. *Passive Recreation* means recreation requiring little or no physical exertion focusing on the enjoyment of one's natural surroundings. In determining appropriate recreational uses of passive parks, the promotion and development of resource-based activities such as fishing, camping, hunting, boating, gardening, bicycling, nature studies, horseback riding, visiting historic sites, hiking, etc., shall be the predominant measure for passive park utilization.
7. *Weapon* means any firearm or gun from which shot or a projectile is discharged by means of an explosive gas, or compressed air. This definition includes bows and arrows, slingshots, and switchblade knives.
8. *Wildlife* means all living creatures, not human, wild by nature, endowed with sensation and power of voluntary motion, including quadrupeds, mammals, birds, fish, amphibians, reptiles, crustaceans, and mollusks.

**SECTION 91-103: IN GENERAL**

1. The County Administrator or his/her designee shall have the authority to employ a Passive Parks Manager who shall be trained and properly qualified for the work and who shall conduct and supervise planning and management activities on any of the passive park properties and facilities owned or controlled by Beaufort County.
2. The County Administrator or his/her designee is authorized to promulgate rules and regulations for the purpose of regulating the use of passive parks, including structures and facilities on such, limiting the hours during which the same shall be open to the public, and providing standards of conduct for persons while using such properties, structures, and facilities.
3. The County Administrator or his/her designee may establish fees for the use of passive park properties, structures, and facilities, subject to approval by County Council.
4. The Passive Parks Manager shall make reports to the County Administrator or his/her designee as may be requested from time to time.
5. The County Council may designate by Resolution any property as a passive park, and may request and receive recommendations from the Rural and Critical Lands Preservation Board. When a property is designated by County Council as a passive park, this ordinance will apply to that property. Any property designated by Council as a passive park that was not purchased with RCLPP funding is not eligible for RCLPP improvement funds.
6. The County Council may request for sale or lease any property designated as a passive park, and shall apply the Rural and Critical Lands Preservation Program Policies and Guidelines for such action.

7. The Beaufort County Sheriff's Office will have enforcement authority over all provisions set forth in Article II, unless otherwise deemed appropriate by the jurisdictional authority of a local municipality.

## **ARTICLE II - REGULATIONS**

### **SECTION 91-104: PASSIVE PARK HOURS**

1. Unless otherwise specifically provided or posted at a passive park property or facility, any designated passive park that is open to the public shall be open for public use during daylight hours only and shall be closed to public use from dusk until dawn.
2. Such closing hours shall not apply to activities being held pursuant to an approved agreement or contract for use signed by the County Administrator or his/her designee. In these cases, the fully executed agreement or contract for use shall state the waiver of operating hours.
3. It shall be unlawful for any person to remain in any of the passive parks and/or facilities during the hours the park and/or facility is closed to public use except with prior written approval from the County Administrator or his/her designee. Unauthorized presence may be grounds for immediate arrest.

### **SECTION 91-105: PROHIBITED ACTIVITIES**

It shall be unlawful for any person to do any of the following in any passive park unless specifically permitted by the appropriate authorization received from the County Administrator or his/her designee and issued pursuant to this ordinance, except for activities of Beaufort County which are undertaken within the scope of its governmental authority:

#### **ALCOHOL and WEAPONS**

- Carry any weapons, explosives, or destructive device either openly or concealed onto any park property, except as otherwise permitted by South Carolina state law and/or for law enforcement personnel.
- Purchase, sell, offer for sale, possess, or consume any alcoholic beverages, illegal drugs, or illegal intoxicating substances, unless specifically authorized in writing by the County Administrator or his/her designee.

#### **CONCESSIONS**

- Engage in the sale of any item on park property for any non-county sponsored function(s), except as allowed by an agreement issued by the County Administrator or his/her designee.
- Use of any park property for non-county sponsored fundraising activities, except as authorized by the County Administrator or his/her designee.

#### **COOKING and FIRES**

- Cook foodstuff on personal grills brought into the park area. Persons may utilize only grills provided or permitted by the county for cooking in the park area.

- Set or stoke a fire, except for those fires set or stoked in designated county grills or fire rings where they are provided, and said fire shall not be allowed if it poses a hazard to public property or the general public. An exception is made in the instance of a federal, state, and/or county sanctioned and authorized prescribed burn for the purposes of land/debris management or restoration.
- Cut down, remove, or otherwise damage live or dead standing plant material to set or stoke a fire. Gathering dead and downed debris is allowed in areas where camping is permitted and a county fire ring is provided.

#### FACILITIES

- Erect signs or affix signs to any tree, post, pole, fence or park facility or grounds except as provided by county ordinance, or through an approved park use agreement or contract with the County Administrator or his/her designee.
- Write on, draw on, paint on or otherwise deface, damage, remove, or destroy any park facility or any part of the park grounds.
- Construct or erect any hut, shanty or other shelter.
- Engage in the destruction, removal or alteration of any county owned facility or equipment from any park property, unless authorized by the County Administrator or his/her designee.
- Install any gate providing access to any park, or build any trail except as authorized by an approved park development plan or the County Administrator or his/her designee.
- Use public restrooms to shave and/or shower, unless shower facilities are specifically provided for public use at that park.
- Bathe or otherwise be or remain in a water or drinking fountain and/or its reservoir or to allow any privately owned animal to do so.

#### LITTER and WASTE

- Littering, including cigarette butts. Any park property that does not have trash disposal receptacles will be treated as “pack in, pack out” and any and all items brought onto the park property will be required to be removed from the park property.
- Disposal of oil, gasoline or other hazardous substances.
- Discharge or deposit human wastes, except in toilet facilities provided by the county.
- Dump or deposit yard waste, cuttings, or clippings.
- Allow privately owned animals to discharge or deposit waste on park property without disposing said waste. All owners or others in charge of privately owned animals shall remove their animal’s waste from the park grounds, and may deposit animal waste in park trash receptacles.

#### NATURAL AND CULTURAL RESOURCES

- Disturb the natural surface of the ground in any manner unless authorized in writing by the County Administrator or his/her designee and/or done in accordance with a county-initiated land management activity.
- In any way disturb, molest, or remove any wildlife, animal, bird, or egg located above, upon or below the surface of the park grounds or to allow any privately owned animal to do so unless

specifically authorized in writing by the County Administrator or his/her designee, or unless a park is posted for such an activity.

- Feed any wildlife.
- Engage in the removal, destruction or harassment of animals and plants from or on parks, except for authorized research efforts as authorized by the County Administrator or his/her designee.
- Engage in the introduction of plants or animals onto parks, unless authorized by the County Administrator or his/her designee or as part of a county sanctioned restoration activity.
- Pick flowers, nuts, berries, or fruit, or to damage or remove plants, trees, or shrubs, from any part of the park grounds unless specifically authorized in writing by the County Administrator or his/her designee or done in accordance with a county-initiated land management activity.
- Swim, canoe, kayak, or boat in any body of water within the designated park boundaries, unless otherwise posted as a public swimming and/or boating area.
- Engage in the removal, alteration or destruction of archaeological or cultural resources from any park property and/or water body except as authorized by the County Administrator or his/her designee.

#### RECREATION and VEHICLES

- Drive, putt or otherwise hit a golf ball.
- Use roller skates, roller blades or skateboards, except on park facilities specifically designated for that purpose.
- Operate or park any motorized vehicle on park grounds except in areas designated by the county as public parking areas, driveways, or roadways. Motorists shall obey all posted speed limit and other directional signs posted within the park. Authorized county personnel or contract personnel shall be allowed to drive vehicles onto park areas during facility or grounds maintenance or other land management activities.
- The unauthorized use of metal detectors.

#### SECTION 91-106: PROVISIONS APPLICABLE TO ALL PASSIVE PARKS

Unless otherwise specified herein and in addition to the restrictions stated in Section 91-105, the following additional provisions shall be applicable to all passive parks:

1. Allowable public use activities for each park shall be compatible with the protection of the natural and/or cultural resources for each individual park and shall be posted at each park.
2. Parks shall be closed to the public when, due to emergency conditions or activities undertaken by the federal, state, or county government for emergency response and recovery or maintenance of such areas, closure is necessary to protect such lands or to protect the health, safety and welfare of the public.
3. Hiking is permitted only on designated trails, established roads and firebreaks, and shall not occur in other areas.

4. Bicycling is permitted in parks that are specifically posted for that activity. Within a park permitted for bicycling, bicycling shall only be permitted on trails, established roads and firebreaks, and shall not occur in other areas.
5. Horseback riding is permitted in parks that are specifically posted for that activity. Within a park permitted for horseback riding, horseback riding shall only be permitted on trails, established roads and firebreaks, and shall not occur in other areas.
6. Hunting, trapping, or fishing is permitted in parks that are specifically posted for that activity. Within a park permitted for hunting, trapping or fishing, hunting, trapping and fishing activities will comply with South Carolina state law.
7. Dogs are permitted in parks, except where otherwise posted, provided that such animals are leashed and under control at all times. The owner or person responsible for the animal shall clean up and properly dispose of the animal's waste as stated in Section 91-205.
8. Concessions may be allowed in certain parks if they are determined to be appropriate to that property and are approved in writing by the County Administrator or his/her designee. Appropriateness is described as:
  - a. The concession is necessary to fulfill a need in the interest of the public and will assist the county in providing public use of passive parks.
  - b. The concession will be open to the public.
  - c. The concession will be economically feasible for the county.
  - d. The concession will be compatible with the protection of the natural and/or cultural resources and the management goals for that park.
  - e. The concession will not result in an unfair advantage over existing businesses that provide similar services in the area.
9. Research may be permitted in parks if said research is compatible with the protection of the natural and/or cultural resources and the management goals for that park and when approved in writing by the County Administrator or his/her designee.

**SECTION 91-107:           ARCHAEOLOGICAL DISCOVERY**

Archaeological excavating is prohibited on all properties. Any person discovering archaeological or cultural resources on any park shall immediately notify the Passive Parks Manager and the Beaufort County Sheriff's Office of such discovery.

**SECTION 91-108:           PASSIVE PARK USER FEES**

Fees for admission to passive parks, for use of park land and/or facilities, and for participation in events may be established by the County Administrator or his/her designee, subject to approval by County Council.

**Secs. 91-109 – 91-199. Reserved**

**ARTICLE III - PENALTIES**

**SECTION 91-200: PENALTIES**

Any person violating any section of this article shall be guilty of a misdemeanor and upon conviction thereof shall pay such penalties as the court may decide, not to exceed \$500.00 and/or not to exceed 30 days' imprisonment for each violation. Each day during which such conduct shall continue shall constitute a separate violation which shall subject the offender to liability prescribed in this section. This ordinance is supplementary to, and does not supplant, any other federal, state, county, or local law, rule, regulation, or ordinance.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading: September 24, 2018  
Second Reading: October 8, 2018  
Public Hearing:  
Third and Final Reading:

**ORDINANCE NO. 2018 / \_\_**

**AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EASEMENT ENCUMBERING PROPERTY IDENTIFIED AS TMS NO. R600 039 00C 153A 0000**

**WHEREAS**, on or about April 7, 2009, Stiles Harper, Jr, agreed to deed Beaufort County a thirty-foot (30') drainage easement located across the middle of real property identified as TMS No. R600 039 00C 153A 0000 in connection with the construction of a ditch; and

**WHEREAS**, a thirty-foot (30') drainage easement was recorded with the Beaufort County Register of Deeds on April 13, 2009 at Book 2831 / Pages 1939-1941; and

**WHEREAS**, the easement referred to above is located in the middle of the property owner's parcel and is obstructed by structures and an asphalt driveway; and

**WHEREAS**, Beaufort County was unable to construct or maintain the ditch due to the obstructions; and

**WHEREAS**, Beaufort County has determined that a newly requested easement recorded on August 23, 2018 with the Beaufort County Register of Deeds at Book 3694 / Pages 1939-1941 shall replace the previously recorded easement on the property identified as TMS No. R600 039 00C 153A 0000; and

**WHEREAS**, the property owner has granted to Beaufort County a thirty-foot (30') drainage easement on the West border of the property identified as TMS No. R600 039 00C 153A 0000 recorded on August 23, 2018 with the Beaufort County Register of Deeds at Book 3694 / Pages 1939-1941 in exchange for relinquishment of the previous thirty-foot (30') drainage easement recorded on April 13, 2009 with the Beaufort County Register of Deeds at Book 2831 / Pages 1939-1941; and

**WHEREAS**, Beaufort County Council has determined it is in the County's best interest to relinquish the thirty-foot (30') easement which is attached hereto as Exhibit "A"; and

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

**NOW, THEREFORE, BE IT ORDAINED, BY BEAUFORT COUNTY COUNCIL,**  
that the County Administrator is hereby authorized to take all actions as may be necessary to  
relinquish the easement herein described and, with particularity, identified on Exhibit "A".

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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

ATTEST:

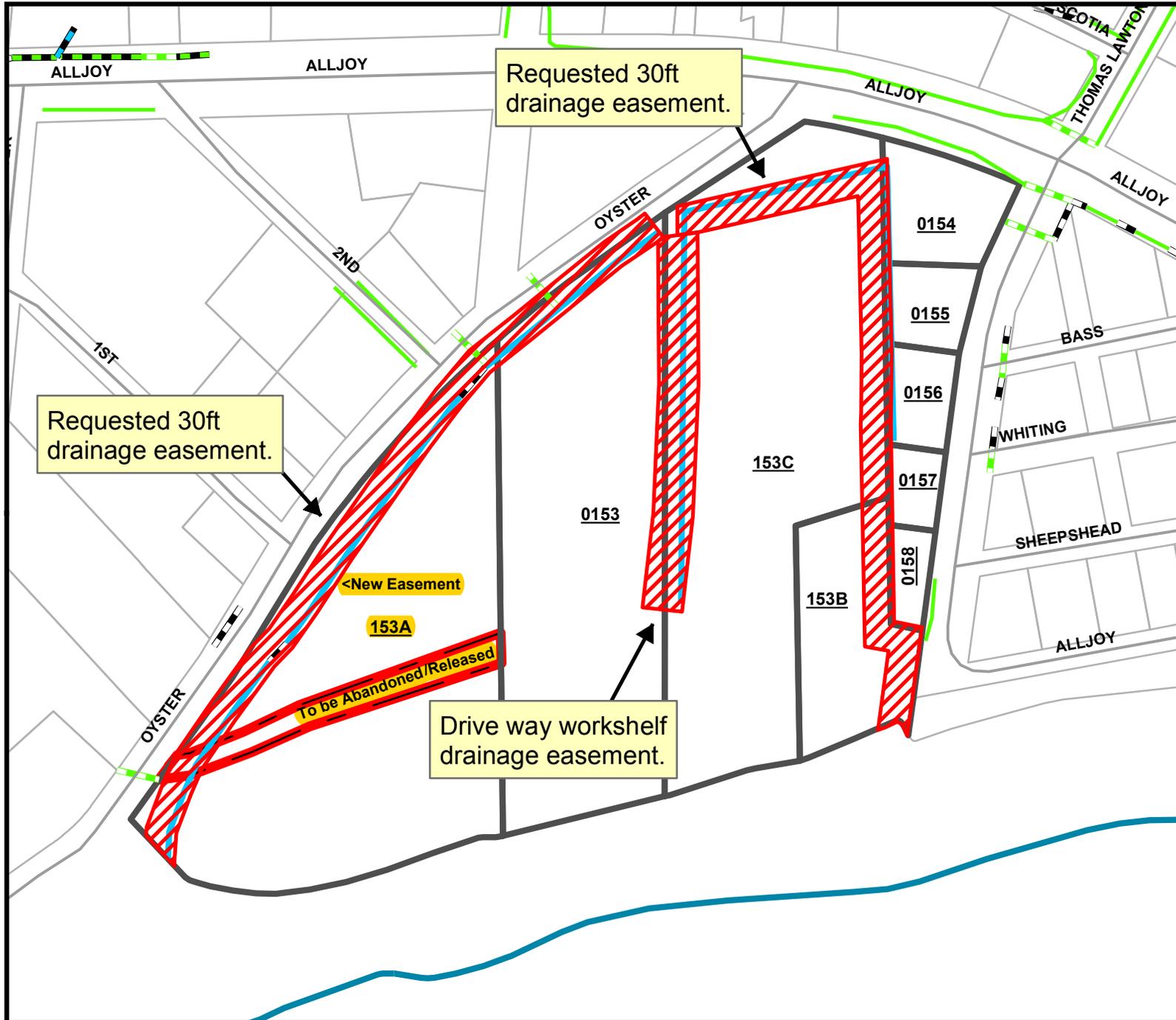
\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

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

**(Exhibit "A")  
R600-039-00C  
Oyster Street.**

**Activity: Drainage  
Easement Request**

**Township:  
Bluffton**



**Legend**

- River
- Creek/Stream
- River/Creek/Marsh BANK
- Channel Pipe
- Roadside
- Roadside Pipe
- Road Pipe
- Crossline Pipe
- Driveway Pipe
- Lateral
- Lateral Pipe
- Access Pipe
- Bleeder Pipe
- Channel (fka Outfall)
- Easements
- Ditch to be Constructed
- Requested Esmt
- Affected Parcels
- Parcels



1 inch = 142 feet

**RESOLUTION NO. 2018 / \_\_\_\_**

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO PURSUE CONDEMNATION OF A PORTION OF TWO TRACTS OF LAND TO COMPLETE A STORMWATER DRAINAGE PROJECT OFF TRASK PARKWAY**

**WHEREAS**, the Beaufort County Stormwater Department (SWD) staff has obtained voluntary easements and maintains ditches near to and adjacent to TMS# R700 028 000 048D 0000 and TMS# R700 028 000 0003 0000 (the “subject property”); and

**WHEREAS**, the subject property is located with frontage along Trask Parkway in the Sheldon Township area; and

**WHEREAS**, the SWD staff has made diligent efforts to obtain the necessary easement on the relevant portion of the subject property as shown on the attached Exhibit “A”; and

**WHEREAS**, despite the diligent efforts of SWD staff, the owners of the subject property have not agreed to grant the necessary easement needed to complete the significant drainage improvement project; and

**WHEREAS**, the Beaufort County Stormwater Management Utility Board voted and recommended condemnation of the applicable portions of the subject property at its October 10, 2018 meeting; and

**WHEREAS**, at the October 15, 2018 Natural Resources Committee meeting, the committee recommended County Council adopt a Resolution authorizing the County Administrator to proceed with a condemnation action; and

**WHEREAS**, the desired easement is the final piece needed to complete a significant drainage system in this area of the Sheldon Township and provide for improvements to the drainage system serving Trask Parkway; and

**WHEREAS**, Beaufort County Council believes that it is in the best interests of its citizens to pursue condemnation of the portion of the above-referenced property to complete the drainage project and address flooding issues along Trask Parkway; and

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council hereby authorizes the County Administrator to pursue the necessary condemnation of the relevant portions of TMS# R700 028 000 048D 0000 and TMS# R700 028 000 0003 0000 shown on the attached Exhibit “A.”

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny II  
Interim County Administrator  
Beaufort County Attorney

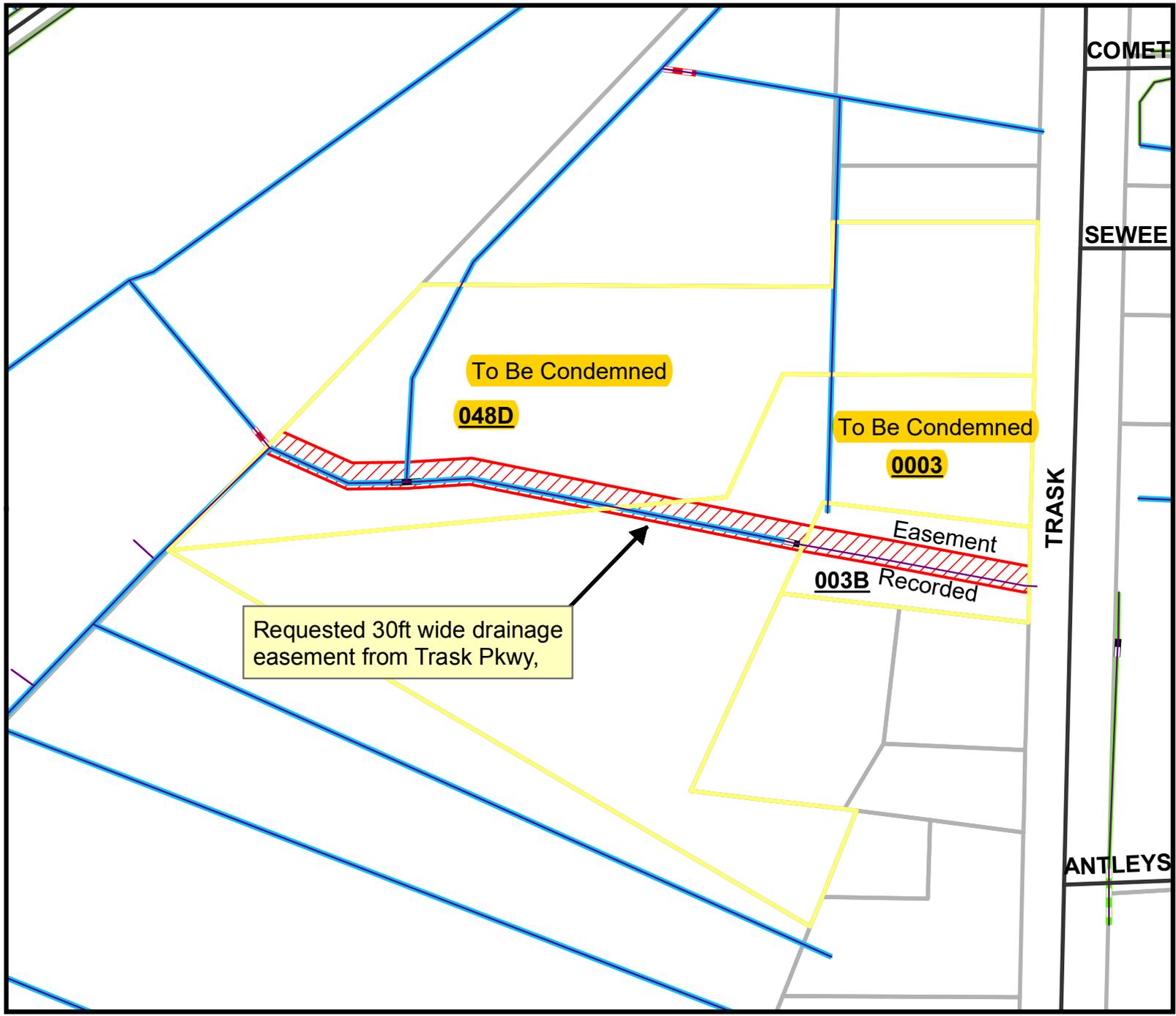
ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

(Exhibit "A")  
 R700 028-  
 Trask Pkwy

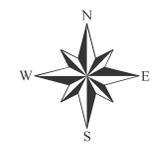
Activity: Drainage  
 Easement Request

Township:  
 Sheldon



**Legend**

- Ditch to be Constructed
- River
- Creek/Stream
- River/Creek/Marsh BANK
- Channel Pipe
- Roadside
- Roadside Pipe
- Road Pipe
- Crossline Pipe
- Driveway Pipe
- Lateral
- Lateral Pipe
- Access Pipe
- Bleeder Pipe
- Channel (fka Outfall)
- To be Piped
- Requested Esmt
- Project Parcels



1 inch = 160 feet

**RESOLUTION 2018 /**

**A RESOLUTION OF THE BEAUFORT COUNTY COUNCIL AUTHORIZING HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT TO DIMINISH ITS SERVICE AREA BOUNDARIES PURSUANT TO § 6-11-460, *SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED***

**WHEREAS**, Hilton Head No. 1 Public Service District (“HHPSD”) is a public service district providing waterworks and sewerage services on Hilton Head Island, South Carolina; and

**WHEREAS**, a parcel of real estate located on Hilton Head Island consisting of approximately 2.18 acres known as Beaufort County Tax Map Number R510-010-000-0361-0000 exists within the current service area boundaries of HHPSD to which HHPSD is unable to provide water or sewer service to (the “Removed Service Area”); and

**WHEREAS**, the owner of the Removed Service Area and HHPSD desire for the Removed Service Area to be removed from the service area boundaries of HHPSD; and

**WHEREAS**, On August 28, 2018 HHPSD adopted a Resolution Authorizing the Diminishment of Hilton Head No. 1 Public Service District’s Existing Service Area and Authorizing a Petition to the County Council of Beaufort County Pursuant to Section 6-11-430, *Code of Laws of South Carolina, 1976*, as amended; and

**WHEREAS**, HHPSD submitted its Petition of Hilton Head No. 1 Public Service District to the Governing Body of Beaufort County, South Carolina Pursuant to Title 6, Chapter 11, Article 3 of the *Code of Laws of South Carolina, 1976*, as amended (the “Petition”); and

**WHEREAS**, the Petition requests for Beaufort County Council to authorize HHPSD to diminish its service area boundaries by removing the Removed Service Area on the grounds that HHPSD is unable to provide water or sewer service to the Removed Service Area, which is shown and described on the Exhibit “A” attached hereto and incorporated herein; and

**WHEREAS**, a public hearing on the diminishment was held after proper notice pursuant to §6-11-440 *Code of Laws of South Carolina*, 1976, as amended; and

**WHEREAS**, Beaufort County Council hereby approves and adopts the diminishment of the service area boundaries of HHPSD by removal of the Removed Service Area.

**NOW, THEREFORE**, Beaufort County Council hereby adopts the following Resolution:

*Section 1:* The Removed Service Area shown on the attached Exhibit A is removed from the service area boundaries of HHPSD.

*Section 2:* The Beaufort County Auditor, Assessor and Treasurer shall make appropriate entries in their respective records reflecting the reconstituted boundaries of the HHPSD service area boundaries.

*Section 2:* Beaufort County is authorized to take such other or further action as may be necessary to complete the actions authorized hereby.

Adopted by County Council of Beaufort County, South Carolina.

This \_\_\_\_ day of October, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council



0 0.015 0.03 0.06 Miles



### Hilton Head Public Service District Old House Cay

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. Hilton Head Public Service District assumes no liability for its accuracy or state of completion.



**EXHIBIT A p 1**



0 0.03250.065 0.13 Miles



### Hilton Head Public Service District Old House Cay

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. Hilton Head Public Service District assumes no liability for its accuracy or state of completion.



# EXHIBIT A p 2

## A RESOLUTION

### AUTHORIZING THE DIMINISHMENT OF HILTON HEAD NO.1 PUBLIC SERVICE DISTRICT'S EXISTING SERVICE AREA AND AUTHORIZING A PETITION TO THE COUNTY COUNCIL OF BEAUFORT COUNTY PURSUANT TO SECTION 6-11-430, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

**BE IT RESOLVED** by the Hilton Head No.1 Public Service District Commission, in a meeting duly assembled:

#### ARTICLE I - FINDINGS OF FACT

##### Section 1.01

Incident to the adoption of this resolution (this "**Resolution**"), the Hilton Head No. 1 Public Service District Commission (the "**Commission**"), the governing body of the Hilton Head No. 1 Public Service District, South Carolina (the "**District**"), has made the following findings of fact:

1. The District was created and established as a body politic and and corporate pursuant to Act No. 596 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1969, as amended. The District is located wholly within Beaufort County, South Carolina (the "**County**") and was established for the purpose of providing waterworks and sewerage services within the boundaries of the District;

2. The service and taxing area for District's water and sewer system (the "**System**") is located in the northeastern portion of the Town of Hilton Head Island, which borders the Atlantic Ocean. The original service area of the District has increased over time and presently includes that portion known as Port Royal Plantation and extends westward in a band across the middle of the island through Indigo Run Plantation and Hilton Head Plantation almost to the other side of the island. A map of the District's current service territory as generally described above is attached hereto as Exhibit A (the "**Existing Service Area**").

3. It has recently come to the attention of the District that there exists an area within its Existing Service Area where the District is unable to provide service.

4. The District seeks to diminish its Existing Service Area by approximately 2.18 acres of property -- removing an area generally identifiable as parcel number R510-010-000-0361-0000 (the "**Removed Area**").

5. Pursuant to Title 6, Chapter 11, Article 3 of the Code of Laws of South Carolina, 1976, as amended (the "**Enabling Act**"), the County, as provided in Section 6-11-420 of the Enabling Act, is "authorized by this article to...diminish...any existing special purpose districts located within such county...by the procedure prescribed in this article."

6. By and through such authorization, the District is seeking the authorization of the County to diminish its Existing Service Area to exclude the Removed Area. A map of the the

Removed Area is attached hereto as Exhibit B.

7. The Commission adopts this Resolution to evidence the Commission's desire to remove from its service area the boundaries of the Removal Area.

8. In keeping with the Findings of Fact set forth above, the Commission authorizes the execution and delivery of a petition to the Beaufort County Council, the governing body of the County (the "County Council) with regard to the diminishment of its service area.

ARTICLE II - SUBMISSION OF PETITION

Section 2.01

It is found and determined that each statement of fact set forth in the Article I of this Resolution is in all respects true and correct.

Section 2.02

A petition, in a form substantially similar to that form attached hereto as Exhibit C, shall be presented to the County Council in accordance with and for the purposes set forth in this Resolution and the Enabling Act; said petition shall be executed by the Chairman of the Commission or the General Manager of the District and forwarded to the Clerk to County Council. In the absence of the Chairman of the Commission, the Vice Chairman of the Commission shall be authorized to sign on his behalf.

DONE IN A MEETING DULY ASSEMBLED, this 28th day of August, 2018.

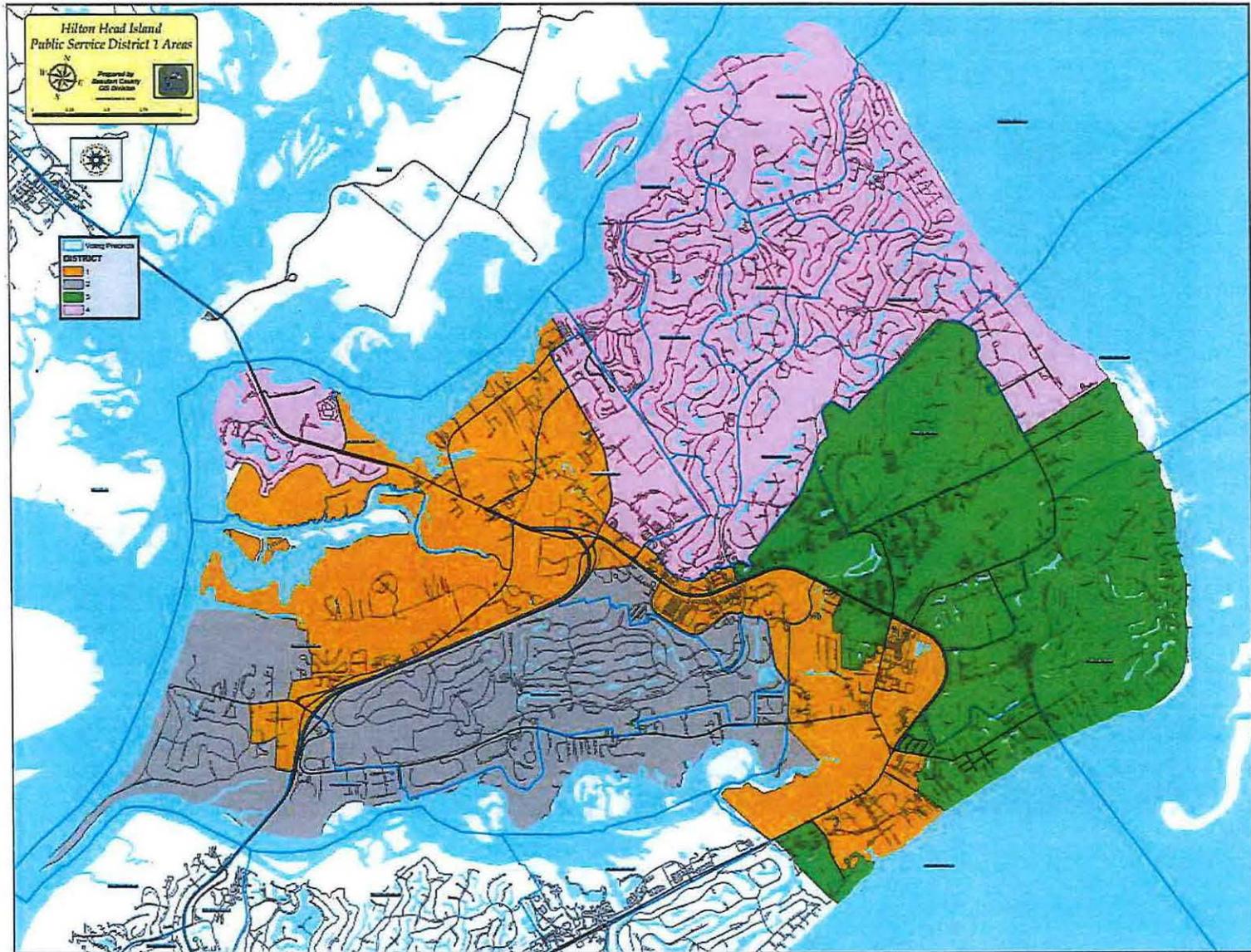
W. Robert Mause  
Chairman  
Hilton Head No.1 Public Service District Commission

(SEAL)

Attest:

Daniel McGee  
Secretary  
Hilton Head No.1 Public Service District Commission

# EXHIBIT A – Existing Service Area





## EXHIBIT C – Petition to County Council

### PETITION OF HILTON HEAD NO.1 PUBLIC SERVICE DISTRICT COMMISSION TO THE GOVERNING BODY OF BEAUFORT COUNTY, SOUTH CAROLINA PURSUANT TO TITLE 6, CHAPTER 11, ARTICLE 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

1. The Hilton Head No.1 Public Service District, South Carolina (the “District”) was created and established as a body politic and and corporate pursuant to Act No. 596 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1969, as amended. The District is located wholly within Beaufort County, South Carolina (the “County”) and was established for the purpose of providing waterworks and sewerage services within the boundaries of the District.

2. The service and taxing area for District’s water and sewer system (the “*System*”) is located in the northeastern portion of the Town of Hilton Head Island, which borders the Atlantic Ocean. The original service area of the District has increased over time and presently includes that portion known as Port Royal Plantation and extends westward in a band across the middle of the island through Indigo Run Plantation and Hilton Head Plantation almost to the other side of the island. A map of the District’s current service territory as generally described above is attached hereto as Exhibit A (the “Existing Service Area”).

3. It has recently come to the attention of the District that there exists an area within its Existing Service Area where the District is unable to provide service.

4. The District seeks to diminish its Existing Service Area by approximately 2.18 acres of property -- removing an area generally identifiable as parcel number R510-010-000-0361-0000 (the “Removed Area”).

5. Pursuant to Title 6, Chapter 11, Article 3 of the Code of Laws of South Carolina, 1976, as amended (the “Enabling Act”), the County, as provided in Section 6-11-420 of the Enabling Act, is “authorized by this article to...diminish...any existing special purpose districts located within such county...by the procedure prescribed in this article.”

6. By and through such authorization, the District is seeking the authorization of the County to diminish its Existing Service Area to exclude the Removed Area. A map of the Removed Area is attached hereto as Exhibit B.

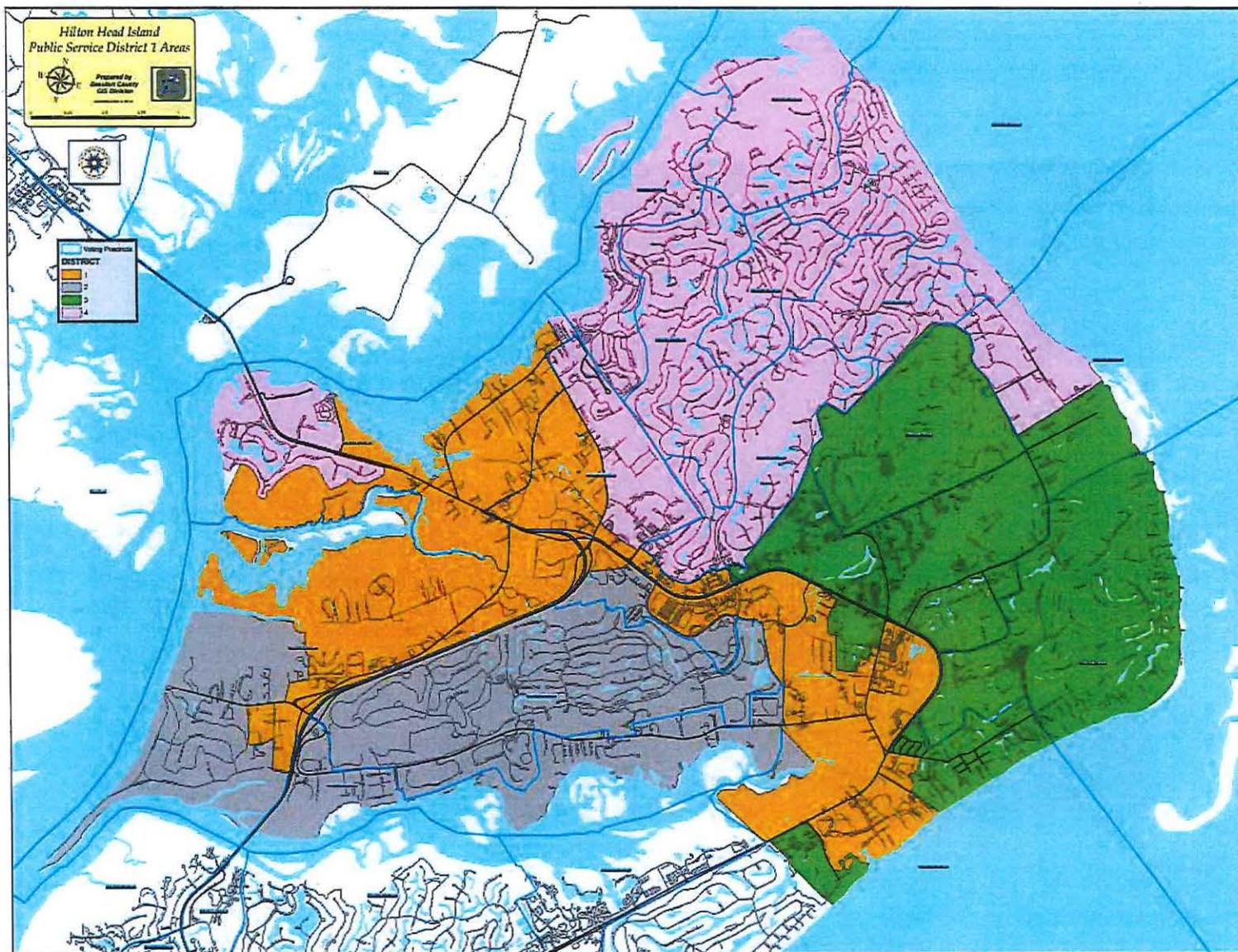
7. Pursuant to the Enabling Act, if the County Council, in consideration of this petition, determines that it may be in the best interest of the District to diminish its service area and remove service in the Removal Area, the County Council may order a public hearing to be held upon the questions of diminishing the District’s service area.

**WHEREFORE**, as provided in a resolution of the Commission dated August 28<sup>th</sup>, 2018, the Commission prays that the County Council order a public hearing to be held in the County on the questions of whether and to what extent the District shall diminish its service area to remove the Removed Area from its taxing boundaries.

**Hilton Head No.1 Public Service District  
Commission, South Carolina**

By: W. Robert Maune  
Chairman

# EXHIBIT A – Existing Service Area



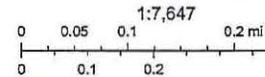
# EXHIBIT B – the Removed Area

R510 010 000 0361 0000



July 31, 2018

- Streets
- ▭ Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

The information and images contained on this web site are for viewing and informational purposes only. Although much of the data is compiled from official sources, such as deeds and plats, it is not intended to be used as such. Please contact the appropriate Beaufort County Office for official or original documents.



0 0.015 0.03 0.06 Miles



### Hilton Head Public Service District Old House Cay

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. Hilton Head Public Service District assumes no liability for its accuracy or state of completion.



**EXHIBIT A p 1**



0 0.03250.065 0.13 Miles



### Hilton Head Public Service District Old House Cay

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. Hilton Head Public Service District assumes no liability for its accuracy or state of completion.



# EXHIBIT A p 2

PUBLIC NOTICE County Council of Beaufort County hereby notifies all interested citizens that a public hearing will be held at Monday October 22, 2018 beginning at 6:00 p.m. at Hilton Head Island Branch Library, 11 Beach City Road, South Carolina for the purpose of receiving public comment regarding a petition by Hilton Head No. 1 Public Service District to diminish its existing service area boundaries by removing a parcel of property consisting of approximately 2.18 acres (Tax Map No. R510-010-000-0361-0000) because the District is unable to provide water or sewer service to the parcel.

**RESOLUTION 2018 / \_\_\_\_\_**

**A RESOLUTION SUPPORTING THE NATIONAL ASSOCIATION OF COUNTIES (NACO) INITIATIVES RELATED TO WATER QUALITY AND WATERS OF THE U.S. (WOTUS)**

**WHEREAS** Beaufort County is a proud member of the South Carolina Association of Counties (SCAC) and the National Association of Counties (NACo); and

**WHEREAS** Beaufort County understands and recognizes how important its fresh and salt water bodies, headwaters, tributaries, rivers, ponds and marsh; are to the Beaufort County environment, eco-tourism industry and our quality of life; and

**WHEREAS** Beaufort County supports the process of rescinding and rewriting of the 2015 Clean Water Rule (the 2015 Rule) to redefine the “Waters of the United States” (WOTUS) by the Environmental Protection Agency (EPA) and the US Army Corps of Engineers (USACE) in a way that recognizes counties’ role as owners of key public safety and water infrastructure and as intergovernmental partners in implementing federal regulations under the Clean Water Act; and

**WHEREAS** Beaufort County agrees with urging the passage of legislation that codifies the EPA 2012 Integrated Municipal Stormwater and Wastewater Planning Approach Framework (Integrated Planning Framework) under which stormwater and sanitary sewer districts/programs can seek more efficient and affordable solutions to CWA compliance, and creates demonstration projects under which local communities will be allowed more flexibility in their efforts to comply with the regulatory requirements of the CWA; and

**WHEREAS** Beaufort County is in agreement that it oppose the EPA’s imposition of localized numeric water quality based-effluent limitations or area pollution targets and any provision of any watershed-wide strategy that penalizes local governments by withdrawing current forms of financial assistance or imposing monitoring, management or similar requirements on localities without providing sufficient resources to achieve water quality objectives; and

**WHEREAS** Beaufort County agrees that the EPA should work closely with state and local governments, in a comprehensive watershed-wide basis, on potential regulations, guidance or clarifications on the agency’s authority to regulate groundwater connections under the federal Clean Water Act (CWA); and

**WHEREAS** Beaufort County agrees in supporting the enabling of the Secretary of the US Army Corps of Engineers to allow counties to acquire sand by purchase, exchange or otherwise from non-domestic, environmentally safe, sustainably mined, and cost effective sources for the purpose of beach re-nourishment; and

**WHEREAS** Beaufort County agrees to support the initiatives of the Coral Reef Reauthorization Act and any similar legislation that will dictate needed resources to improving the health of coral reefs; and

**WHEREAS** Beaufort County agrees that further study and education is needed by the EPA and other federal agencies on the health and environmental impacts of Per- and Polyfluoroalky Substances (PFAS) compounds in all water systems and watersheds and urges those federal agencies involved to work closely with and in combination with state and local governments; and

**WHEREAS** Beaufort County agrees with the request of the Federal Energy Regulatory Commission (FERC) revise federal guidelines in coordination with state and local governing authorities that operate water control projects to reduce downstream water events, reducing potential flooding events.

**NOW, THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** is in support of the WOTUS initiatives so as to minimize adverse impacts associated with regulatory compliance and to not reduce the self-governing authority of each jurisdiction.

Adopted this \_\_\_\_\_ day of October, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny II  
Interim County Administrator  
Beaufort County Attorney

ATTEST:

\_\_\_\_\_  
Connie Schroyer, Clerk to Council

**RESOLUTION 2018 / \_\_**

**A RESOLUTION SUPPORTING THE  
RURAL AND CRITICAL LANDS PRESERVATION PROGRAM  
PASSIVE PARKS PUBLIC USE WORK PLAN**

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

**WHEREAS** Beaufort County has acquired over 11,000 acres of fee-simple properties with Rural and Critical Lands Preservation Program funding; and

**WHEREAS** Beaufort County understands and recognizes how important its fresh and salt water bodies, headwaters, tributaries, rivers, ponds and marsh are to the Beaufort County environment, eco-tourism industry and our quality of life; and

**WHEREAS** Beaufort County understands and recognizes the benefits of open space and passive recreation on community health and vibrancy, tourism, education, and quality of life for its citizens; and

**WHEREAS** Beaufort County believes and supports that conservation lands should be more publicly accessible and appropriately managed; and

**WHEREAS** Beaufort County supported the hiring of a Passive Parks Manager to implement public use and accessibility as well as land management on passive park properties; and

**WHEREAS** Beaufort County agrees ‘passive recreation’ is recreation requiring little or no physical exertion focusing on the enjoyment of one’s natural surroundings, and the promotion and development of resource-based activities such as fishing, camping, hunting, boating, gardening, bicycling, nature studies, horseback riding, visiting historic sites, hiking, etc., shall be the predominant measure for passive park utilization; and

**WHEREAS** Beaufort County agrees a ‘passive park’ is any fee-simple county-owned or co-owned property purchased with Rural and Critical Lands Preservation Program designated funds; and

**WHEREAS** Beaufort County agrees stewardship of passive parks is a broad and comprehensive type of property management and involves managing property resources through sustainable, multi-use, and revenue generation goals; and

**WHEREAS** Beaufort County agrees the Passive Parks Public Use Work Plan is a living document that provides a framework for and outlines roles and responsibilities, safety and branding measures, land management needs, public use opportunities, revenue generation potential, and park planning priorities.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Council of Beaufort County, South Carolina supports the Beaufort County Rural and Critical Lands Preservation Program Passive Parks Public Use Work Plan.

Adopted this \_\_\_\_\_ day of October, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny II  
Interim County Administrator  
Beaufort County Attorney

ATTEST:

\_\_\_\_\_  
Connie Schroyer, Clerk to Council



**COUNTY COUNCIL OF BEAUFORT COUNTY**

**PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228  
 Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director  
 dthomas@bcgov.net 843.255.2353

**TO:** Councilman Brian Flewelling, Chairman, Natural Resources Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation  
 Request for Proposals (RFP) 062018, Mitchelville Preservation Project Services

**DATE:** 09/04/2018

**BACKGROUND:**

The Beaufort County Council is soliciting competitive sealed proposals from qualified and creative design teams to create a Master Plan for the 23 upland acres of Historic Mitchelville Freedom Park located on Hilton Head Island, South Carolina. On June 20, 2018, Beaufort County received six proposals for the Mitchelville Preservation Project.

The evaluation committee consisting of Amanda Flake, Beaufort County Natural Resources Planner; Jayme Lopko, Town of Hilton Head Senior Planner; Stefanie Nagid, Beaufort County Passive Parks Manager; Shirley Peterson, Mitchelville Preservation Project Board Chair; and Ahmad Ward, Mitchelville Preservation Project Executive Director evaluated the proposals from the following six firms below and after the initial evaluation invited the top four firms for interviews. WLA Studio was ranked the number one firm by the selection committee and selected for recommendation for the contract award. Please see below the six firms that submitted proposals for this project, and their final ranking.

**VENDOR INFORMATION:**

**COST:**

1. WLA Studio, Athens, GA	\$215,555
2. Lord Cultural Resources, New York, NY	\$249,390
3. Boudreaux Inspired Design, Columbia, SC	\$250,000
4. Brockington & Assoc, Mount Pleasant, SC	\$287,661
5. APD Urban Planning & Mgmt, Atlanta, GA	\$207,000

6. Cranston Eng., Augusta, GA	\$139,097
-------------------------------	-----------

**FUNDING:**

Beaufort County Community Development Department, Rural and Critical Land Preservation Program, Account #45000011-51160.  
Fund 4500, Rural and Critical Lands Preservation Program, \$13 million fund balance as of June 30, 2018.

Funding approved:  By:  Date:

**FOR ACTION:**

Natural Resources Committee Meeting on September 17, 2018 at 2:00 pm.

**RECOMMENDATION:**

The Natural Resources Committee approves and recommends to County Council the contract award for Mitchellville Preservation Project Services from the aforementioned vendor for a total cost of \$215,555.

Attachment:  RFP 062018 Eval Sheets.pdf  
534.22 KB

cc: Tom Keaveny, Interim County Administrator

Approved:  Date:

Check to override approval:  Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved:  Date:

Approved:  Date:

Check to override approval:  Overridden by:

Override Date:  ready for admin:

Approved:  Date:

Check to override approval:  Overridden by:

Override Date:  ready for admin:

**After Initial Submission, Use the Save and Close Buttons**

**Mitchelville Preservation Project**

**RFP 062018**

**Summary Score Sheet**

<b>Evaluators</b>	<b>Name of Company</b>	<b>Name of Company</b>	<b>Name of Company</b>	<b>Name of Company</b>	<b>Name of Company</b>	<b>Name of Company</b>
	APD Urban Planning & Mgmt	Boudreaux Inspired Design	Brockington & Assoc	Cranston Eng.	Lord Cultural Resources	WLA Studio
A. Flake	85	89	88	68	94	82
J. Lopko	55	78	82	85	81	77
S. Nagid	86	80	80	67	86	48
S. Peterson	57	83	63	52	88	78
A. Ward	87	87	94	82	98	97
<b>TOTALS:</b>	<b>370</b>	<b>417</b>	<b>407</b>	<b>354</b>	<b>447</b>	<b>382</b>
1- Lord Cultural Resources	447					
2- Boudreaux Inspired Design	417					
3- Brockington & Assoc	407					
4- WLA Studio	382					
5- APD Urban Planning & Mgmt	370					
6- Cranston Eng.	354					

### Mitchelville Preservation Project

RFP 062018

Summary Score Sheet

*Interview*

Evaluators	<u>Name of Company</u>	<u>Name of Company</u>	<u>Name of Company</u>	<u>Name of Company</u>
	Boudreaux Inspired Design	Brockington & Assoc	Lord Cultural Resources	WLA Studio
A. Flake	95	86	97	100
J. Lopko	76	76	81	90
S. Nagid	90	69	95	100
S. Peterson	60	42	82	95
A. Ward	92	92	97	98
<b>TOTALS:</b>	<b>413</b>	<b>365</b>	<b>452</b>	<b>483</b>
1- WLA Studio	483			
2- Lord Cultural Resources	452			
3- Boudreaux Inspired Design	413			
4- Brockington & Assoc	365			



Beaufort County Public Works/ Disaster Recovery  
120 Shanklin Rd  
Beaufort, South Carolina 29906  
Voice (843) 255-2721 pcobb@bcgov.net

TO: Chairman, Paul Sommerville, County Council

FROM: Pamela Cobb, Disaster Recovery Coordinator

SUBJ: RFP #071217 Disaster Debris Management and Financial Recovery Services for Beaufort County

DATE: October 16<sup>th</sup>, 2018

**BACKGROUND:** Beaufort County issued a Request for Proposal (RFP) to solicit proposals from qualified firms to provide services to Beaufort County in the event of a debris generating event such as a hurricane. Services include: 1) Provide disaster debris monitoring services to include debris generated from the public right-of-ways, private property, drainage areas, waterways, and public eligible, or designated areas. 2) Emergency Management Planning, Training and Staff/Equipment Augmentation. 3) Grant Management Consulting Services. A pre-proposal meeting was held June 22, 2017, and proposals were opened on July 12, 2017, and approved by Public Facilities Committee on August 28, 2017. The County received proposals from two firms:

1. Tetra Tech Inc., Maitland, FL
2. Witt O'Brien's, Washington, DC

The staff evaluation committee reviewed the proposals for capability, the firms' experience, performance capability and proposed cost. Evaluation committee members consisted of Eric Larson, Director Environmental Engineering and Land Management; Jim Minor, Solid Waste Manager; Pam Cobb, Disaster Recovery Coordinator, Angel Bowers, Assistant Disaster Recovery Coordinator, David Zeoli Deputy Director Emergency Management and Chris Inglese, Assistant County Attorney. The panel ranked the firms according to the RFP selection criteria, interviewed both firms on August 7, 2017 and determined Tetra Tech to be the top ranked firm.

**FUNDING:** Special Disaster Account Funding will be established per event/activation. (*Note: Current Debris Monitoring and Financial Services Costs for Hurricane Matthew are \$ \$5,451,833.95*)

**FOR ACTION:** County Council on October 22, 2018.

**RECOMMENDATION:** The Disaster Recovery, Public Works, and Purchasing Department recommends that the County Council approve and award the Tetra Tech, Inc. contract.

cc: John Weaver, County Administrator  
Tom Keaveny, County Attorney  
Alicia Holland, Asst. Co. Administrator, Finance  
Eric Larson, Director Environmental Engineering and Land Management  
David Wilhelm, Director Public Works

Attachment: 1. Summary Evaluation panel ratings of all proposals.

Disaster Debris Management and Financial Recovery Services for  
Beaufort County

RFP 071217

Summary Score Sheet

Evaluators	Name of Company	Name of Company
	<u>Tetra Tech</u>	<u>Witt O'Briens</u>
A. Bowers	93	84
P. Cobb	93	90
C. Inglese	95	95
J. Minor	98	80
D. Zeoli	84	79
<b>TOTALS:</b>	<b>463</b>	<b>428</b>
1. Tetra Tech	<b>463</b>	
2. Witt O'Briens	<b>428</b>	

**ORDINANCE 2018 / \_\_\_\_**

**AN ORDINANCE AMENDING BEAUFORT COUNTY ORDINANCE 2017/34 TO DELETE QUESTION PERTAINING TO THE ISSUANCE OF \$120,000,000 OF GENERAL OBLIGATION BONDS AND MAKING QUESTION 2A NOW QUESTION 1**

WHEREAS, Beaufort County Council adopted Ordinance 2017/34 providing for a referendum on the question of a sales tax for transportation projects and general obligation bonds; and

WHEREAS, Appendix B of Ordinance 2017/34 contains a portion of the form of the ballot and Local Question 2B; and

WHEREAS, Question 1B asks voters to approve the issuance of up to \$120,000,000 in general obligation bonds of Beaufort County related to the projects identifies in Question 1A of the referendum; and

WHEREAS, the general obligation bonds requested in Question 1B would mature in a period not to exceed four (4) years; and

WHEREAS, the Question 1B is unnecessary due to the short maturing period because the revenues will be generated in such a timely way to fund projects without the necessity of issuing bonds; and

WHEREAS, County Council finds that the Question 1B unnecessarily appears on the referendum and that it is in the best interest of the citizens and visitors of Beaufort County to remove Question 1B from the Sales Tax Referendum and amend Ordinance 2017/34 to reflect the deletion; and

WHEREAS, Ordinance 2017/34 provides that the ballot read “Local Question 2A”; and

WHEREAS, the Sales Tax Referendum will appear on the ballot as “Question 1” and not as “Local Question 2A.”

**NOW, THEREFORE, BE IT ORDAINED**, that Beaufort County Ordinance 2017/34 is hereby amended to delete in its entirety Appendix B containing Local Question 2B thereby removing the request to approve \$120,000,000 in general obligation bonds. It is further ordained that Ordinance 2017/34 is hereby amended to reflect that the remaining Question for the ballot read as “Local Question 1” and remove reference to “Local Question 1A.”

Adopted on the \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading: September 24, 2018  
Second Reading: October 8, 2018  
Public Hearing:  
Third and Final Reading:

2018/\_\_\_

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2018/24, FOR FY 2018-2019 BEAUFORT COUNTY BUDGET TO PROVIDE FOR SUPPLEMENTAL EXPENDITURE IN THE AMOUNT OF \$100,000 FOR FUNDING OF THE IMPACT FEE WAIVER FOR AFFORDABLE HOUSING DEVELOPMENT

WHEREAS, on June 11, 2018, Beaufort County Council adopted Ordinance No. 2018/24 which sets the County's FY 2018-2019 budget and associated expenditures; and

WHEREAS, SC Code of Laws Section 6-1-970 and Section 82-32 of the Beaufort County Code of Ordinances provides for a waiver of impact fees for affordable housing development with the condition that the waived fees are funded by an identified source of funds other than impact fees; and

WHEREAS, on August 20, 2018 there was a joint meeting of the Natural Resources Committee and the Community Services Committee that included discussion of the Housing Needs Assessment wherein funding the impact fee waiver for affordable housing was considered; and

WHEREAS, on August 27, 2018 the Finance Committee unanimously recommended approval of a \$100,000 supplemental appropriation for the purpose of funding the impact fee waiver for affordable housing developments; and

WHEREAS, recently an affordable housing development requested a waiver under Section 82-32, however, were denied the waiver because no alternative funds were identified as required by ordinance; and

WHEREAS, certain additional expenditures not previously contemplated are necessary and in the best interest of the safety, health and welfare of the citizens of Beaufort County; and

WHEREAS, Beaufort County Council has determined it to be in the best interest of its citizens to approve this supplemental expenditures as provided herein.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that the FY 2018-2019 Beaufort County Budget Ordinance (Ordinance 2018/24) is hereby amended in the following manner:

1. Ordinance 2018/24 Section 4(II)(K) is hereby amended to include in the "General Government Subsidies" an additional approved appropriation of \$100,000 so that the total budget for item "K" equals \$1,285,579.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading: September 24, 2018  
Second Reading: October 8, 2018  
Public Hearing:  
Third and Final Reading:

2018 /

TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 90: PARKS AND RECREATION, ARTICLE I, GENERAL; ARTICLE II, PARKS AND LEISURE SERVICES BOARD; ARTICLE III, PUBLIC BEACHES, SECTION 90-63; AND ARTICLE IV, USE OF ALCOHOLIC BEVERAGES ON COUNTY RECREATION FACILITIES (TO REFLECT THE CURRENT OPERATIONS AND SERVICES PROVIDED BY THE PARKS AND LEISURE SERVICES DEPARTMENT)

WHEREAS, added text is underscored and deleted text is ~~struck through~~.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council

First Reading: September 24, 2018

Second Reading: October 8, 2018

Public Hearing:

Third and Final Reading:

Chapter 90 - PARKS AND RECREATION<sup>[1]</sup>

Footnotes:

--- (1) ---

**Cross reference**— Environment, ch. 38; parks and recreation facilities impact fees, § 82-51 et seq.; waterways, ch. 102; use regulations for recreational institutional, § 106-1254.

ARTICLE I. - IN GENERAL

Sec. 90-1. - Camping on public boat landings and roadside parks.

- (a) *Prohibited.* The public boat landings and roadside parks in the county shall not be used for camping, parking camper trailers, or the erection of tents, except at those landings and roadside parks where camping or parking is specifically authorized and signs to that effect are posted.
- (b) *Penalties.* Any person violating this section shall be guilty of a misdemeanor and, upon conviction thereof, shall pay such penalties as the court may decide, not to exceed \$200.00 or not to exceed 30 days' imprisonment for each violation. Each day during which such conduct shall continue shall constitute a separate violation, which shall subject the offender to liability prescribed in this section.

(Code 1982, §§ 13-17, 13-18)

Secs. 90-2—90-30. - Reserved.

ARTICLE II. - PARKS AND ~~RECREATION~~LEISURE SERVICES BOARD<sup>[2]</sup>

Footnotes:

--- (2) ---

**Cross reference**— Boards and commissions, § 2-191 et seq.

Sec. 90-31. - Purpose.

The purpose of the parks and ~~leisure services~~recreation board shall be to serve as the official advocate for recreational and ~~program~~leisure services county-wide including active sports, cultural activities, and parks and facilities development.

(Code 1982, § 11-21; Amend. of 10-28-2002, § I)

Sec. 90-32. - Membership; compensation.

- (a) *Membership.* [Membership on the parks and ~~recreation~~leisure services board shall be as follows:]
- (1) Three members shall be appointed from northern Beaufort County; and
  - (2) Three members shall be appointed from southern Beaufort County; and
  - (3) One member shall serve at large. This member shall rotate between northern and southern Beaufort County when a vacancy occurs; and

- (4) One member shall be appointed from the military, who shall serve ex officio; and
  - (5) One member shall be appointed from the Beaufort County School District Administration, who shall serve ex officio.
- (b) *Term.* The term of office shall be in accordance with the county template ordinance [subsection 2-193(b) of this Code].
- (c) *Compensation.* No member of the board shall receive any financial compensation for services as a member of the board.
- (d) A staff member appointed by the director of the parks and recreation staff shall serve as secretary of the board, record minutes, and in a timely manner submit them to council.

(Code 1982, § 11-22; Amend. of 10-28-2002, §§ II, III, V)

Sec. 90-33. - Duties and responsibilities.

The ~~powers and~~ duties and responsibilities of the parks and ~~recreation~~leisure services board shall be to:

- (a) Identify and recommend ~~potential~~potential sites, facilities, and programs deemed appropriate to meet the ~~leisure and~~ recreational program needs of county residents;
- (b) Participate in the selection of appropriate candidates, in accordance with state laws and at the administrator's discretion, for the position of director when the position becomes vacant;
- (c) Provide input on the acquisition of properties, facilities, and selective equipment useful in the operation of the department;
- ~~(d) Work cooperatively with county officials to secure donations of funds, services, real estate, or interest thereon, to establish or improve general recreational facilities and programs;~~
- ~~(de) Set the~~Provide oversight for ~~input on~~ rates and fees charged for use of facilities, programs, and services;
- ~~(ef)~~ Work in concert with staff to establish guidelines governing the use of sites and facilities to ensure effective operation, maintenance, and security of same; and
- ~~(fg)~~ Provide input to the process and review of the parks and ~~recreation~~leisure services budget, as prepared by the director for submission to the county administrator; ~~and-~~
- (g) Review and provide input regarding major structural changes or renaming of county recreational facilities, to include memorialization of athletic fields and recreational buildings. In accordance with Beaufort County Policy Statement PS-10.

(Code 1982, § 11-23; Amend. of 10-28-2002, § IV)

Secs. 90-34—90-60. - Reserved.

ARTICLE III. - PUBLIC BEACHES<sup>[3]</sup>

Footnotes:

--- (3) ---

**Cross reference**— Natural resource protection standards for beach-dune, § 106-1844.

Sec. 90-61. - Purpose.

The county council recognizes that public beaches are for the use and enjoyment of the people, and that it is in the public's interest that laws be promulgated to protect the safety and cleanliness of the public beaches.

(Code 1982, § 11-8)

Sec. 90-62. - 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:

*Designated area* means a lineal section of beach frontage that may be designated from time to time by the county council for a special use (swimming, surfing, beaching of boats, etc.).

*Public beach* means that area lying between the low water mark of the Atlantic Ocean and the easternmost property line of the property owned by private individuals or corporations lying closest in proximity to the Atlantic Ocean. However, where there is a street leading toward the Atlantic Ocean, the public beach at these points means the area lying between the easternmost edge of the public street and the Atlantic Ocean.

(Code 1982, § 11-9)

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

Sec. 90-63. - Prohibitions.

The following shall be prohibited on public beaches:

- (1) *Vehicles*. Driving or operating any motor vehicle of any kind or ~~trailers~~<sup>nature</sup> upon the public beach within the county shall be unlawful, provided that county vehicles operated while cleaning or working on the beach and county sheriff and emergency vehicles shall be exempt from the application of this subsection.
- (2) *Horses on beach*. Riding or driving horses on the beach shall be unlawful from March 15 to October 15.
- (3) *Sleeping on beach after midnight*. Sleeping by persons on designated areas of public beaches between the hours of 12:00 midnight and sunrise shall be unlawful.
- (4) *Manner of use of surfboards*. Using a surfboard in such a manner as to become a hazard to bathers, swimmers, surfers and other persons in the waters along the public beach by any person or failing, neglecting or refusing to keep his surfboard under reasonable control at all times shall be unlawful.
- (5) *Surfing near swimming areas*. Surfing will not be permitted within 300 feet of designated swimming areas at any time. ~~A marker will be placed showing a distance of 300 feet on both sides of permitted areas.~~
- (6) *Deposit of refuse on beach or in water*. Throwing, depositing or causing or permitting to be thrown or deposited any glass, bottle, glassware, can, or pieces thereof or any garbage, waste or refuse of any kind on the public beach or in the waters and lands adjacent to the public beach shall be unlawful.

- (7) *Shark fishing near designated swimming area.* Baiting or fishing by persons for sharks from the public beach to an area within one-half mile at a designated swimming area from March 15 to October 15 shall be unlawful.
- (8) *Shark fishing creating unsafe conditions.* Baiting or fishing for sharks at any time by persons from the public beach in such a manner that will create an unsafe condition or hazard to bathers, swimmers, surfers, fishermen and others in the water along the public beach shall be unlawful.
- (9) *Fireworks discharge.* Discharging of fireworks on public beaches shall be prohibited except by permit from the county administrator for planned fireworks displays. ~~Such permits must be obtained 24 hours in advance of the planned fireworks display.~~ Such permits must be obtained 10 business days prior to the event of the planned fireworks display and must be advertised to the public. This must be in accordance of ordinance 74-68.
- (10) *Operation of boats and skis or surfboards.* No person shall operate any motorboat or vessel or manipulate any ski, surfboard or similar device in a reckless or negligent manner so as to endanger the life, limb or property of any person. Operating or piloting a boat inside the area 50 yards from the high tide mark of the Atlantic Ocean along the public beach in any manner as to create a hazard to bathers shall be unlawful.
- (11) *Sand sailing in swimming areas.* Sand sailing shall not be permitted in areas designated as swimming areas. Sand sailing shall be prohibited for a period of two hours before and two hours after high tide and when there is less than 100 feet of hard surface beach to safely operate a sand sailer without endangering others.
- (12) *Operating boats, sand sailers, surfboards and similar devices under the influence.* Operating any motorboat or vessel or sand sailer or manipulating any water skis, surfboards or similar devices when under the influence of alcohol or any narcotic drug, barbiturate or marijuana shall be unlawful.
- (13) *Litter.* Littering the public beaches with cans, glass/plastic bottles, paper, or other materials shall be unlawful.
- (14) *Nudity.* Appearing in the nude on any public beach by any person shall be unlawful.
- (15) *Dressing or undressing.* Dressing or undressing by any person on the beach, except in taking off or putting on coverup clothing and shoes, shall be unlawful.
- (16) *Glass containers.* Taking any glass bottle, drinking glass or other glass container on any public beach shall be unlawful.
- (17) *Animals.* The county animal control ordinance in chapter 14 of this Code shall apply at all times on the public beaches.
- (18) Fires. Recreational ~~Burning of open~~ fires shall be unlawful unless the Fire Official with jurisdiction issues a permit; no fires during turtle nesting season from May 1<sup>st</sup> to October 31<sup>st</sup>. Permanent grills provided by county/municipalities are exempt.
- (19) Overnight camping shall be unlawful.
- (20) The consumption or possession of alcohol shall be unlawful. Exception, federal, state, or county sanctioned wildlife rescue agencies in the performance of their official duties rescuing and/or aiding wildlife.
- (21) Solicitation of services or other commercial activity on Public Beaches shall be unlawful.
- (22) The possession of firearms or other weapons is prohibited.

(23) Parking shall be limited to designated areas. Any vehicle not parked within designated space may be subject to being towed at the owner's expense. Vehicles parked on private property without the owner's permission are subject to being towed per Chapter 70, Article II, Section 70-36 et seq.

(Code 1982, § 11-10)

Sec. 90-64. - Enforcement.

- (a) *Authority of beach patrol officers and ~~law enforcement~~police officers.* Those persons who shall be duly appointed as deputies or constables or who are county ~~law enforcement~~police officers shall have the power and authority to supervise and regulate surf fishing, physical activities, and swimming on the beaches, strand, and the Atlantic Ocean within the jurisdiction of the county and in those areas such persons shall have the responsibility to maintain peace and order.
- (b) *Power to recall swimmers.* The deputies, constables or county ~~law enforcement~~police officers shall have the power and authority to recall from the ocean waters and the surf adjoining the waters any person who shall be in the ocean waters a distance of more than 50 yards from the point where the ocean adjoins the strand or who shall be more than shoulder deep at any time or when the person shall be in danger of drowning or becoming imperiled or may imperil the safety of others, all of which shall be determined in the discretion of the deputies and constables, ~~law enforcement~~police officers or guards authorized by them.
- (c) *Power to recall swimmers in adverse weather or because of swimmer's condition.* Deputies and constables, ~~law enforcement~~police officers or guards authorized by them shall have authority to recall from the ocean waters and the surf adjoining the water any person who shall be in the ocean waters at any distance at any time when the condition of the wind, water, weather or any hazard, including the physical or mental condition of the person in the ocean waters, shall be such, in the discretion of those personnel as described in this subsection, as to constitute a danger to the health, life or safety of that person or other persons within the ocean waters.

(Code 1982, § 11-11)

Sec. 90-65. - Penalties.

Any person violating any section of this article shall be guilty of a misdemeanor and upon conviction thereof shall pay such penalties as the court may decide, not to exceed \$200.00 or not to exceed 30 days' imprisonment for each violation. Each day during which such conduct shall continue shall constitute a separate violation which shall subject the offender to liability prescribed in this section.

(Code 1982, § 11-12)

Sec. 90-66. - Alljoy Beach ~~location and access~~~~definition, rules and regulations.~~

- (1) *Alljoy Beach.* For the purposes of this section "Alljoy Beach" shall be defined as that area of land lying between the South Carolina Department of Transportation Right-of-Way for Alljoy Road and the waters of the May River. This property is further described as "Brighton Beach" in that certain deed from Thomas O. Lawton and C.E. Ulmer recorded in Book 54, Page 277 of the Beaufort County Register of Deeds Office and as shown on that certain plat recorded in Plat Book 3, Page 10.

(2) *Alljoy Beach hours of access.* Beach access shall be permitted from 6:00 a.m. through 9:00 p.m. No other access shall be permitted except during these times without the express written permission of Beaufort County.

~~(3) *Prohibitions.* The following shall be prohibited within Alljoy Beach:~~

~~(a) *Vehicles.* Driving or operating a self-propelled motor vehicle of any kind or nature upon Alljoy Beach shall be unlawful, provided that county vehicles operated while cleaning or working on the beach and county sheriff and emergency vehicles shall be exempt from the application of this subsection.~~

~~(b) *Parking.* Parking shall be limited to designated areas. Any vehicle not parked within a designated space may be subject to being towed at the owner's expense. There shall be no parking within Alljoy Beach outside of the 6:00 a.m. to 9:00 p.m. operating hours. Vehicles parked on private property without the owner's permission are subject to being towed per chapter 70, article II, section 70-26 et seq.~~

~~(c) *Fires.* Burning of open fires shall be unlawful.~~

~~(d) *Fireworks.* Discharging of fireworks on Alljoy Beach shall be prohibited except by permit from the Beaufort County Sheriff's Office for planned fireworks displays. Such permits must be obtained 24 hours in advance of the planned fireworks display.~~

~~(e) *Overnight camping.* Camping by persons on Alljoy Beach area shall be unlawful.~~

~~(f) *Littering.* Littering the Alljoy Beach with cans, bottles, paper, or other materials, trash, or debris shall be unlawful.~~

~~(g) *Animals.* All animals must be on a leash at all times. Pet owners are responsible for the collection and proper disposal of animal waste in receptacles provided.~~

~~(h) *Alcohol.* The consumption or possession of alcohol on Alljoy Beach shall be unlawful.~~

~~(i) *Illegal substances.* The consumption, possession or use of illegal substances on Alljoy Beach shall be unlawful.~~

~~(j) *Soliciting.* Solicitation of services or other commercial activity on Alljoy Beach shall be unlawful.~~

~~(k) *Fishing.* Baiting or fishing at any time by persons from the Alljoy Beach shall be unlawful.~~

~~(l) *Trailers.* The use of trailers of any kind or nature upon Alljoy Beach shall be unlawful.~~

~~(m) *Firearms.* The possession of firearms or other weapons on Alljoy Beach is prohibited. All individuals properly permitted to carry firearms or otherwise in possession of a firearm must secure such weapon in a locked vehicle.~~

( [Ord. No. 2015/17, 6-8-2015](#) )

Secs. 90-67—90-90. - Reserved.

ARTICLE IV. - ~~USE OF ALCOHOLIC BEVERAGES ON COUNTY RECREATION FACILITIES~~<sup>[4]</sup>

Footnotes:

--- (4) ---

**Cross reference**— Signs, § 106-3141 et seq.

Sec. 90-91. - Purpose.

County recreation facilities are funded by the county for the purpose of carrying on ~~leisure,~~ recreation, programs, and sporting events. It is the policy of the county to regulate such facilities in a manner that will provide for greatest public use, enjoyment, and safety and to avoid interference and disorderliness of spectators and participants.

(Code 1982, § 11-1)

Sec. 90-92. - 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:

*Alcoholic beverage* means any liquor, beer, wine or intoxicating beverage.

*County recreation facility* means any ballpark, building, field or land owned, maintained or subsidized by the county for the purpose of carrying on recreation programs and leisure, sporting, ~~or recreation~~ activities.

*Recreation event* means any ~~leisure, sporting, or recreation game,~~ program, sporting, game or activity under the supervision of the county recreation director or his staff.

(Code 1982, § 11-2)

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

Sec. 90-93. - Enforcement.

The county sheriff shall be responsible for enforcing this article.

(Code 1982, § 11-6)

Sec. 90-94. - Penalties.

Any person violating any section of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall pay such penalties as the court may decide, not to exceed \$200.00 or not to exceed 30 days' imprisonment for each violation. Each day during which such conduct shall continue shall constitute a separate violation which shall subject the offender to liability prescribed in this section.

(Code 1982, § 11-7)

Sec. 90-95. - ~~Alcohol Prohibitions.~~

~~The consumption and possession of alcoholic beverages shall be prohibited on any county recreation facility two hours before and during the time in which a recreation event is taking place.~~

(a) The consumption and possession of alcoholic beverages shall be prohibited on any county recreation facility, unless otherwise approved through special permit signed by the county administrator or his/her designee.

(b) Such permits shall not be approved if requested use of alcohol will occur on a facility within two hours prior to a county-sponsored sporting event, community activity, or special event and during the time such activities are taking place.

(c) In such cases where a special permit for alcohol consumption is approved, any person, family, group, or team consuming or possessing alcoholic beverages shall be responsible for any litter or destruction incurred during the use of recreation facility.

(Code 1982, § 11-3)

Sec. 90-96. - Posting of signs: Use of Recreation Facility

~~Signs with the words "no alcoholic beverages allowed on county recreation property" shall be conspicuously posted at the entrance to each recreation facility in the county.~~

- (a) All recreation facilities shall have signs posted which specify hours the facility is open and available to the public. If for some reason a sign is not posted the hours of operation will be sun up to sunset unless an organized activity is approved with recreation department.
- (b) No outdoor facility which is not lighted shall be open to the public in hours of darkness unless approved in advance for special purposes. Use, occupation, or loitering on such properties during hours of darkness shall be considered trespassing.
- (c) County sponsored recreation activities will take precedence over requests for facility use and/or athletic field rentals.
- (d) Approved rental, or other use permitted by the county of any given recreation facility or athletic field will take precedence over general public use. All facilities shall be rented in the event an activity of 10 or more participants is taking place.
- (e) With the exception of county vehicles in the performance of official duties and county approved contractor vehicles in the performance of service, driving on athletic fields is strictly prohibited. Violators shall be charged with unlawful trespassing and will further be held legally and financially liable for any damage incurred as a result of trespassing with a vehicle.
- (f) No activity may take place that will cause injury to persons or property, to provoke disorderly conduct or create a disturbance. The concentration of persons at the activity will not unduly interfere with the proper utilization of the park, park facility, recreation facility, and/or playground or any portions thereof.
- (g) All fees and deposits are due 14 days prior to the event unless otherwise approved by the director.
- (h) Prohibited activities shall be as follows: destruction of property, solicitation, fireworks, weapons, litter, golfing, remote control devices, hot air balloons, treasure hunting, [metal detectors and digging](#), pets, camping, professional video equipment (does not include personal cell phones or video cameras), unlawful activities, commercial activities, or camping. Any exception must be made in writing and approved by the Director.
- (a)(i) No animals are allowed in the parks. Dogs are only allowed in the designated dog park areas.

(Code 1982, § 11-4)

Sec. 90-97. — Permitted use.

The following designates when alcoholic beverages are permitted at county recreation facilities:

- (1) ~~No scheduled event; compliance.~~ Alcoholic beverages shall be permitted on recreation facilities providing no recreation event is scheduled and their use is in compliance with section 90-95 of this article.

- ~~(2) *Social event not conflicting.* Alcoholic beverages shall be allowed on recreation facilities for family outings, social events, and fundraising events, provided that its use is not in conflict with any county recreation event.~~
- ~~(3) *Litter and destruction.* Any person, family, group or team consuming or possessing alcoholic beverages shall be responsible for any litter or destruction incurred during the use of a recreation facility.~~

Sec. 90-97. – Fees

- (a) The Beaufort County Parks and Recreation Advisory Board is vested with the authority to set and modify the fee schedule for services provided by the Department of Parks and Recreation to fulfill the mission of providing quality programs and facilities to Beaufort County residents. The Board is also empowered by County Council, either directly or through its designee, with authority to suspend or waive late registration fees for any and all programs should such action be deemed to be in the best interest of the Parks and Recreation Program.
- (b) Subject to final approval from the County Administrator, the Director of the Departments of Parks and Recreation is vested with the authority to establish programming for the community through individual contract with service providers. The Department of Parks and Recreation shall manage registration for such activities and collect all fees associated with it. Such agreements shall generally be constructed in a manner where 30 percent of all the fee collected are retained by the county, with the remaining 70 percent being distributed to the service provider. Any tournament partnerships that are approved by the Director shall be 40 percent of the fees collected and retained by the county, with 60 percent being distributed to the host. All service providers and hosts must provide proper evidence of qualifications and/or applicable certifications, proof of insurance and a proper business license.

(Code 1982, § 11-5)

~~Secs. 90-98, 90-99. – Reserved.~~

Sec. 90-98. – Memorialization or renaming of facilities and athletic fields

When a park, building, or other similar recreation facility owned by the county is to be named to honor an individual or an organization the following procedure shall be used.

- (a) Recommendation for renaming a facility or field may be made by anyone to the Parks and Recreation Advisory Board in a regularly scheduled public meeting of the Board. An individual making the recommendation must contact the Department of Parks and Recreation to arrange for placement on the agenda for the next regularly scheduled meeting of the Board.
- (b) The Board will consider the recommendation for memorialization or renaming and, by formal vote in a subsequent meeting, will make a recommendation to County Council regarding the memorialization or renaming.

(c) The recommendation of the Board will be communicated to County Council by the Director of the Department of Parks and Recreation in a public meeting of Council's choosing.

(d) The final decision for memorializing or renaming a county owned recreation facility or athletic field rests with County Council. In accordance with Beaufort County Policy Statement PS 10.

#### Sec. 90-99 – Volunteers.

The Department of Parks and Recreation should take advantage of the wealth of experience in the manpower available from the diverse community in Beaufort County in the delivery of recreational services and activities.

(a) All volunteers must submit an application for consideration by the Director of the Parks and Recreation Department or his/her designee, and must also be subjected to a background screening. Background screening shall be managed by Employee Services, with results being reported to the Parks and Recreation Department. Recommendation for suitability will be made by Employee Services Director or his/her designee to the Department of Parks and Recreation. The Director of Parks and Recreation shall approve or reject volunteer applications and will assume liability for such actions.

(b) Volunteer applications will be informed of their approval or disapproval by the Parks and Recreation Director or his/her designee.

(c) Approved volunteer applications shall be valid for two years, unless otherwise revoked.

(d) Volunteer status may be revoked by the Director of Parks and Recreation at any time, with or without cause. Such revocation will be in writing to the volunteer.

#### ARTICLE V. - MULTI-USE RECREATION TRAILS

##### Sec. 90-100. - Purpose.

The Beaufort County Council recognizes that the multi-use recreational trails in Beaufort County, South Carolina are for the use and enjoyment of its citizens and that it is in the public's interest that laws be promulgated to protect the safety and welfare of its patrons while using these trails.

( [Ord. No. 2014/27, 9-22-2014](#) )

##### Sec. 90-101. - Definitions.

*Multi-use trail* means any trail or path designated by county council to be used for pleasure or as an alternative mode of transportation for use by walking, jogging, inline skating, rollerblading, skate boarding, bicycling, and other non-motorized recreation.

*Motorized vehicle* means any motorized conveyance including, but not limited to: cars, trucks, motorcycles, tractors, farm machinery, four-by-four's, golf carts, motorized scooters, minibikes, dune

buggies or ATV's. This shall not include motorized wheelchairs or other devices, which are necessary to facilitate movement due to a disability.

( [Ord. No. 2014/27, 9-22-2014](#) )

Sec. 90-102. - Prohibitions.

- (1) *Vehicles.* No person shall operate a motorized vehicle of any kind or nature over, through, across or upon the multi-use trail, provided that county vehicles operated while cleaning or working on the trail and law enforcement and emergency vehicles shall be exempt from the application of this section.
- (2) *Hours of use.* No person shall be allowed access to or use a multi-use recreational trail from one hour after sunset to one hour before sunrise unless specially authorized by the Beaufort County Council.
- (3) *Alcoholic beverages.* The consumption and possession of alcoholic beverages shall be prohibited on any multi-use recreational trail.
- (4) *Litter.* Throwing, depositing or causing or permitting to be thrown or deposited any glass, bottle, glassware, can or pieces thereof or any garbage, waste or refuse of any kind on the multi-use trail or the lands adjacent thereto shall be unlawful. All trash or litter shall be placed in designated trash receptacles.
- (5) *Animals.* No person shall fail to exercise proper care and control of his animal while using the multi-use trail. All animals must be on a leash and properly restrained. All animal refuse shall be placed in designated trash receptacles.

( [Ord. No. 2014/27, 9-22-2014](#) )

Sec. 90-103. - Penalties.

Any person violating any provision of this article shall be guilty of a misdemeanor and, upon conviction thereof shall pay such penalties as the court may decide, not to exceed \$500.00 or 30 days imprisonment for each violation.

( [Ord. No. 2014/27, 9-22-2014](#) )

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

AN ORDINANCE ACKNOWLEDGING THE TERMINATION OF AN EXISTING MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (RIVERPORT) PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, AND AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH JASPER COUNTY (THE "PARK"), SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH JASPER COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN BEAUFORT COUNTY; AND (4) OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Multi-County Park Act"), Beaufort County, South Carolina ("Beaufort County") and Jasper County, South Carolina ("Jasper County"), effective as of August 5, 2011, entered into a multi-county business/industrial park established in accordance with the Multi-County Park Act pursuant to the terms of that certain Agreement for the Establishment of Multi-County Industrial/Business Park (RiverPort) (the "RiverPort Multi-County Park Agreement"), which included certain property in Jasper County in the RiverPort Park (the "RiverPort Multi-County Park Property"); and

WHEREAS, Jasper County Council has advised Beaufort County Council of the termination of the RiverPort Multi-County Park Agreement, effective as of March 2, 2018, as the result of the termination of the related fee-in-lieu of tax agreement and the special source credits thereunder as provided by Jasper County Council; and

WHEREAS, in order to promote economic development and thus encourage investment and provide additional employment opportunities, Jasper County and Beaufort County, as authorized under the Multi-County Park Act, now propose to establish jointly a multi-county industrial/business park with respect to property which is more particularly described in Exhibit A hereto (the "NSC Real Estate LLC Property"), shall be included, and which property will be owned and/or hereafter operated by NSC Real Estate LLC, one or more affiliates and/or other project sponsors (the "RiverPort II Multi-County Park"); and

WHEREAS, Beaufort County and Jasper County have agreed to the specific terms and conditions of such arrangement as set forth in that certain Agreement for the Establishment of a Multi-County Industrial/Business Park (RiverPort II) proposed to be entered into by and between

Beaufort County and Jasper County as of such date as may be agreed to by Beaufort County and Jasper County (the “RiverPort II Multi-County Park Agreement”), a form of which Riverport II Multi-County Park Agreement has been presented to this meeting; and

WHEREAS, it appears that the RiverPort II Multi-County Park Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by Beaufort County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED BY THE BEAUFORT COUNTY COUNCIL AS FOLLOWS:

**Section 1. Acknowledgment of Termination of RiverPort Multi-County Park.**

Based upon the representations made to Beaufort County by Jasper County, Beaufort County hereby acknowledges termination of the RiverPort Multi-County Park.

**Section 2. Establishment of RiverPort II Multi-County Park; Approval of the RiverPort II Multi-County Park Agreement.**

There is hereby authorized to be established, in conjunction with Jasper County, a multi-county industrial/business park to be known as the RiverPort II Multi-County Park and to include therein the NSC Real Estate LLC Property. The form, provisions, terms, and conditions of the RiverPort II Multi-County Park Agreement now before this meeting and filed with the Clerk to Beaufort County Council be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the RiverPort II Multi-County Park Agreement were set out in this Ordinance in its entirety. The Chairman of Beaufort County Council is hereby authorized, directed, and empowered to execute the RiverPort II Multi-County Park Agreement in the name and on behalf of Beaufort County; the Clerk to Beaufort County Council is hereby authorized, directed, and empowered to attest the same; and the Chairman of Beaufort County Council is further authorized, directed, and empowered to deliver the RiverPort II Multi-County Park Agreement to Jasper County.

The RiverPort II Multi-County Park Agreement is to be in substantially the form before the meeting at which this Ordinance received third reading and is hereby approved, or with such changes therein as shall not materially adversely affect the rights of Beaufort County thereunder and as shall be approved by the officials of Beaufort County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the RiverPort II Multi-County Park Agreement now before this meeting.

The Chairman of Beaufort County Council, the County Administrator of Beaufort County, and the Clerk to the Beaufort County Council, for and on behalf of Beaufort County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the RiverPort II Multi-County Park and the performance of all obligations of Beaufort County under and pursuant to the RiverPort II Multi-County Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

**Section 3. Payment of Fee in Lieu of Tax.**

The businesses and industries located in the RiverPort II Multi-County Park must pay a fee in lieu of *ad valorem* taxes as provided for in the RiverPort II Multi-County Park Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County. That portion of the fee allocated pursuant to the RiverPort II Multi-County Park Agreement to Beaufort County shall, upon receipt by the Treasurer of Jasper County, be paid to the Treasurer of Beaufort County in accordance with the terms of the RiverPort II Multi-County Park Agreement. Payments of fees in lieu of *ad valorem* taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Beaufort County and Jasper County, acting by and through the Treasurer of Jasper County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes. Nothing herein shall be construed to prohibit Jasper County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision in South Carolina law.

The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

**Section 4. Sharing of Expenses and Revenues.**

Sharing of expenses and revenues of the RiverPort II Multi-County Park by Beaufort County and Jasper County shall be as set forth in the RiverPort II Multi-County Park Agreement.

**Section 5. Distribution of Revenues within Beaufort County.**

Revenues generated from industries and other businesses located in the RiverPort II Multi-County Park and received by Beaufort County shall be distributed by Beaufort County in accordance with an ordinance to be enacted by Beaufort County Council, as may be amended from time to time by Beaufort County Council.

**Section 6. Governing Laws and Regulations.**

The ordinances of the City of Hardeeville, South Carolina (the “City”) and Jasper County, as applicable, concerning zoning, health, and safety regulations, and building code requirements will apply for the entire RiverPort II Multi-County Park. Henceforth, in order to avoid any conflicts of law or ordinances, the City Code of Ordinances and the Jasper County Code of Ordinances, as applicable, will be the reference for regulation or laws in connection with the RiverPort II Multi-County Park. The Beaufort County Code of Ordinances shall in no way apply to the RiverPort II Multi-County Park.

**Section 7. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Jasper County including those concerning zoning, health, and safety, and building code requirements shall apply to the RiverPort II Multi-County Park properties located in Jasper County unless the properties are within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**Section 8. Law Enforcement Jurisdiction.**

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the RiverPort II Multi-County Park properties is vested with the Sheriff's Department of Jasper County. If any of the RiverPort II Multi-County Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

**Section 9. Conflicting Provisions.**

To the extent this Ordinance contains provisions that conflict with provisions contained elsewhere in the Beaufort County Code or other Beaufort County ordinances, the provisions contained in this Ordinance supersede all other provisions and this Ordinance is controlling.

**Section 10. Severability.**

If any section of this Ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this Ordinance which is not itself void or invalid.

**Section 11. Effectiveness.**

This Ordinance shall be effective upon approval following third reading.

[End of Ordinance - Signature page to follow]

Enacted and approved, in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2018.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman, County Council  
Beaufort County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Connie L. Schroyer, County Council Clerk  
Beaufort County, South Carolina

First Reading: September 24, 2018  
Second Reading: October 8, 2018  
Public Hearing: \_\_\_\_\_  
Third Reading:

## **Exhibit A**

### PARK PROPERTY

#### Phase 1 and Phase 2

Approximately 400.7 upland acres lying and being situated in the City of Hardeeville, in Jasper County, South Carolina, being all of Jasper County Tax Map Parcel 031-00-00-019 and being portions of Jasper County Tax Map Parcels 031-00-00-015 and 031-00-00-016, within the planned development commonly known as RiverPort Business Park, and generally shown as “Phase 1” and “Phase 2” on the rendering attached hereto.

#### Phase 3

Land lying and being situated in the City of Hardeeville, in Jasper County, South Carolina, being portions of Jasper County Tax Map Parcels 031-00-00-014, 031-00-00-015 and 031-00-00-016, within the planned development commonly known as RiverPort Business Park, and generally shown as the highlighted parcel on the rendering attached hereto.

Copy of Rendering

REFERENCE PLATS

- BOUNDARY MAP OF H.R. WILLIAMS TRACT, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: J. DEAN GOWEN, RLS DATED: DECEMBER 5, 1955
- A SURVEY OF PURRYSBURG STATION TOWER SITE #SVG 974-2 JASPER COUNTY, SOUTH CAROLINA PREPARED BY: CHARLES W. TUTEN, JR. PLS DATED: FEBRUARY 9, 2000
- A SURVEY FOR UNION CAMP CORPORATION OF 200.03 ACRES BEING A PORTION OF THE ARGENT LUMBER COMPANY TRACT, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: LAMAR O. REDDICK, RLS DATED: MAY 25, 1988
- A SURVEY FOR UNION CAMP CORPORATION OF .16 ACRES LYING ON THE SOUTHEAST SIDE OF OLD U.S. HIGHWAY 17, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: FEBRUARY 23, 1976
- A SURVEY FOR UNION CAMP CORPORATION OF 61.85 ACRES, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: DECEMBER 3, 1975
- A SURVEY OF LAND OWNED BY THE U.S. DEPARTMENT OF THE INTERIOR OF 59.69 ACRES, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: JANUARY 16, 1978
- A SURVEY FOR UNION CAMP CORPORATION OF 24.04 ACRES, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: FEBRUARY 23, 1980
- A SURVEY OF LAND OWNED BY UNION CAMP CORPORATION BEING 12.60 ACRES LYING NORTHWEST OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: OCTOBER 31, 1977
- BOUNDARY SURVEY FOR SOUTH CAROLINA ELECTRIC & GAS CO. ARGENT TRACT UNION CAMP PROPERTY, BEAUFORT COUNTY, SOUTH CAROLINA PREPARED BY: DAVID S. YOUNG, RLS DATED: AUGUST 3, 1998
- RIGHT-OF-WAY AND TRACK MAP SEABOARD COAST LINE RAILROAD COMPANY HARDEEVILLE TO LEVY CONNECTION TRACK, V05318 JASPER COUNTY, SOUTH CAROLINA DATED: DECEMBER 9, 1977
- RIGHT-OF-WAY AND TRACK MAP SEABOARD COAST LINE RAILROAD COMPANY HARDEEVILLE TO LEVY CONNECTION TRACK, V05319 JASPER COUNTY, SOUTH CAROLINA DATED: DECEMBER 9, 1977
- RIGHT-OF-WAY AND TRACK MAP ATLANTIC COAST LINE R.R. CO. MAIN LINE-CHARLESTON TO GA. STATE LINE, V00302 JASPER COUNTY, SOUTH CAROLINA DATED: JUNE 30, 1917
- RIGHT-OF-WAY AND TRACK MAP ATLANTIC COAST LINE R.R. CO. MAIN LINE-CHARLESTON TO GA. STATE LINE, V00304 JASPER COUNTY, SOUTH CAROLINA DATED: JUNE 30, 1917
- BOUNDARY MAP NO. 2 ON EAST BANK OF SAVANNAH RIVER ARGENT LUMBER CO. TRACT, S.C. JASPER COUNTY, SOUTH CAROLINA OWNED BY UNION CAMP-CAMP PAPER CORP. TOTAL OF 14,055.89 ACRES, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: J. DEAN GOWEN, RLS
- A SURVEY OF 49.17 ACRES OF LAND OWNED BY UNION CAMP CORPORATION LYING NORTHWEST OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: SEPTEMBER 18, 1975
- PLAT OF LOTS: 37-46 OAKWOOD, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: PAUL D. WILDER, RLS DATED: JUNE 10, 1969
- SURVEY OF 58.153 ACRES J.F. COBURN ESTATE LOCATED NEAR HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: JOHNSON LAND SURVEYING CO. DATED: JULY 31, 1990
- FINAL PLAT OF LOTS: 1-27 OAKWOOD, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: LAMAR O. REDDICK, RLS DATED: JUNE 10, 1969
- FINAL PLAT OF LOTS: 28-36 & 47-56 OAKWOOD JASPER COUNTY, SOUTH CAROLINA PREPARED BY: LAMAR O. REDDICK, RLS DATED: JUNE 10, 1969
- A PLAT OF A PARCEL OF LAND SITUATED ABOUT 2 MI. SOUTH OF PURRYSBURG AND CONTAINING 8 ACRES, OWNED BY: WALTER GLOVER SR. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: R.L. SENSENBACH, RLS DATED: NOVEMBER 23, 1959
- A PLAT OF A PARCEL OF LAND SITUATED IN THE PURRYSBURG SECTION AND BEING 2 1/2 PART OF THE EST. OF MILTON GRIMES OWNED BY: JENNY G. GAYLORD, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: R.L. SENSENBACH, RLS
- PLAN OF A PORTION OF SHERWOOD PLANTATION JASPER COUNTY, SOUTH CAROLINA PREPARED BY: R.L. SENSENBACH, RLS DATED: DECEMBER 1962
- A SURVEY OF 9.24 ACRES OF LAND OWNED BY UNION CAMP CORPORATION, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: JUNE 25, 1975
- A MAP OF A 4.00 ACRES PARCEL CUT FROM LANDS N/F OF JERRY JAMES, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: RICHARD KESSELING, RLS DATED: JULY 17, 1994
- PLAT OF LOT 4 OF A SUBDIVISION OF A PORTION OF SHERWOOD PLANTATION, HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: HELMLY & ASSOCIATES, INC. DATED: JUNE 18, 1989
- A SURVEY OF 202.14 ACRES OF LAND OWNED BY UNION CAMP CORPORATION, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: NOVEMBER 11, 1977
- A SURVEY OF 3.95 ACRES OF LAND OWNED BY UNION CAMP CORPORATION LYING ON THE EAST SIDE OF THE SAVANNAH RIVER AT MILLSTONE LANDING, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: SEPTEMBER 8, 1982
- A SURVEY OF 6.41 ACRES OF LAND OWNED BY UNION CAMP CORPORATION LYING ON THE EAST SIDE OF THE SAVANNAH RIVER AT MILLSTONE LANDING, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: JUNE 16, 1976
- A SURVEY OF 39.43 ACRES OF LAND OWNED BY UNION CAMP CORPORATION, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: NOVEMBER 11, 1977
- A PLAT OF 30.89 ACRES OF LAND OWNED BY EDGAR M. COBURN JASPER COUNTY, SOUTH CAROLINA
- A SURVEY OF 209.54 ACRES OF LAND OWNED BY UNION CAMP CORPORATION, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: NOVEMBER 11, 1977

REFERENCE PLATS

- PLAT OF THE HARDEEVILLE TRACT, PROPERTY OF INTERNATIONAL PAPER REALTY CORPORATION, BEING PORTIONS OF THE ARGENT LUMBER CO. TRACT, BOUNDARY MAP NO. 2, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: CHARLES W. TUTEN JR. DATED: DECEMBER 6, 2004
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 4-7 DKT. NO. 27.239-RD-31-JASPER CO.-FROM RT. 5 TO PURRYSBURG DKT. NO. 7.245-RD. 27-BEAUFORT CO.-FROM CHECHESSEE CR. TO JASPER CO. LINE DKT. NO. 27.242-RDS. 56 & 54-JASPER CO.-FROM BEAUFORT CO. LINE TO RT. 170 DKT. NO. 27.243-RD. 37-JASPER CO.-FROM KRESS TO U.S. RT. 17 DATED: MAY 19, 1978
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 6-9 F.A.P. NO. S-2382(II) (RD. S-203) S.P. NO. C-331 (RD. S-220) FILE NO. 27.330 (RD. S-203) 6C 27.331 (RD. S-220) RD. NO. S-203 AND S-220 RD. S-203 FROM RD. S-34 TO RTE. 321/601 RD. S-220 FROM RTE. 321/601 TO RTE. 336 JASPER COUNTY DATED: JULY 19, 1966
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 6-9 DKT. NO. 27.273 RD. S-34 JASPER COUNTY FROM END OF PRES. PVMT TO BECKS FERRY RD. DATED: APRIL 9, 1955
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 3-8 U.S. PUBLIC WORKS N.R.H. PROJ. NO. 346 JASPER COUNTY SECTION OF ROUTE 35 BETWEEN HARDEEVILLE AND TILLMAN DATED AUGUST 31, 1933
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 17-24 F.A.P. NOS. 6A-SC-1-95-1(2) & SC. 1-95-1(8) FILE NO. 27.326 PTS. 182 ROUTE 1-95 JASPER COUNTY FROM S.C.L. RAILROAD TO SOUTH OF HARDEEVILLE DATE: OCTOBER 18, 1971
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 43-47 F.A.P. NO. 1-95-1(5) DKT. NO. 27.301 RTE. 1-95 JASPER COUNTY FROM BAGSHAW SWAMP TO U.S. ROUTE 17 AT DATED: OCTOBER 11, 1963 HARDEEVILLE
- A WETLAND PLAT OF THE NORTH HARDEEVILLE TRACT, DATED: SEPTEMBER 4, 2002, PREPARED BY THOMAS & HUTTON ENGINEERING CO.
- A WETLAND PLAT OF THE SOUTH HARDEEVILLE TRACT, DATED: MAY 14, 2001, PREPARED BY THOMAS & HUTTON ENGINEERING CO.
- A PLAT OF PARCELS 1-13 AND PARCELS 16 AND 17 KNOWN AS THE HARDEEVILLE TRACT PREPARED BY: THOMAS & HUTTON ENGINEERING CO. DATED: MAY 8, 2007
- A PLAT OF PARCELS A, B-1, B-2, AND C-1 KNOWN AS THE HARDEEVILLE TRACT PREPARED BY: THOMAS & HUTTON ENGINEERING CO. DATED: AUGUST 9, 2007
- A PLAT OF 1.623 ACRES ALONG U.S. HIGHWAY 17, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: THOMAS & HUTTON ENGINEERING CO. DATED: MAY 8, 2007
- PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY OF THE HARDEEVILLE TRACT (5,136.83 ACRES) CONTAINING PARCELS A, B-1, B-2, C-1, I, 2, 4 THRU 13, AND THE 1.623 ACRE SITE ALONG U.S. HIGHWAY NO. 17" CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, SAID PLAT BEING DATED 12-10-07, LAST REVISED 2-11-08, PREPARED BY THOMAS & HUTTON ENGINEERING CO., SAVANNAH, GEORGIA, CERTIFIED BY BOYCE L. YOUNG, S.C.R.L.S. (NO. 1079), AND RECORDED IN THE JASPER RECORDS IN PLAT BOOK 30 AT PAGE 374-382
- BOUNDARY SURVEY FOR SOUTH CAROLINA ELECTRIC & GAS, PREPARED BY DAVID S. YOUNG, DATED AUGUST 3, 1998.

FLOOD NOTE:

ACCORDING TO F.J.R.M. NO. 45012 PANEL NO. 0175"D" REVISION SEPTEMBER 29,1986. A PORTION OF THESE PARCELS FALL WITH A FLOOD HAZARD AREA.

ZONE EXPLANATION OF ZONE DESIGNATIONS

A AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.

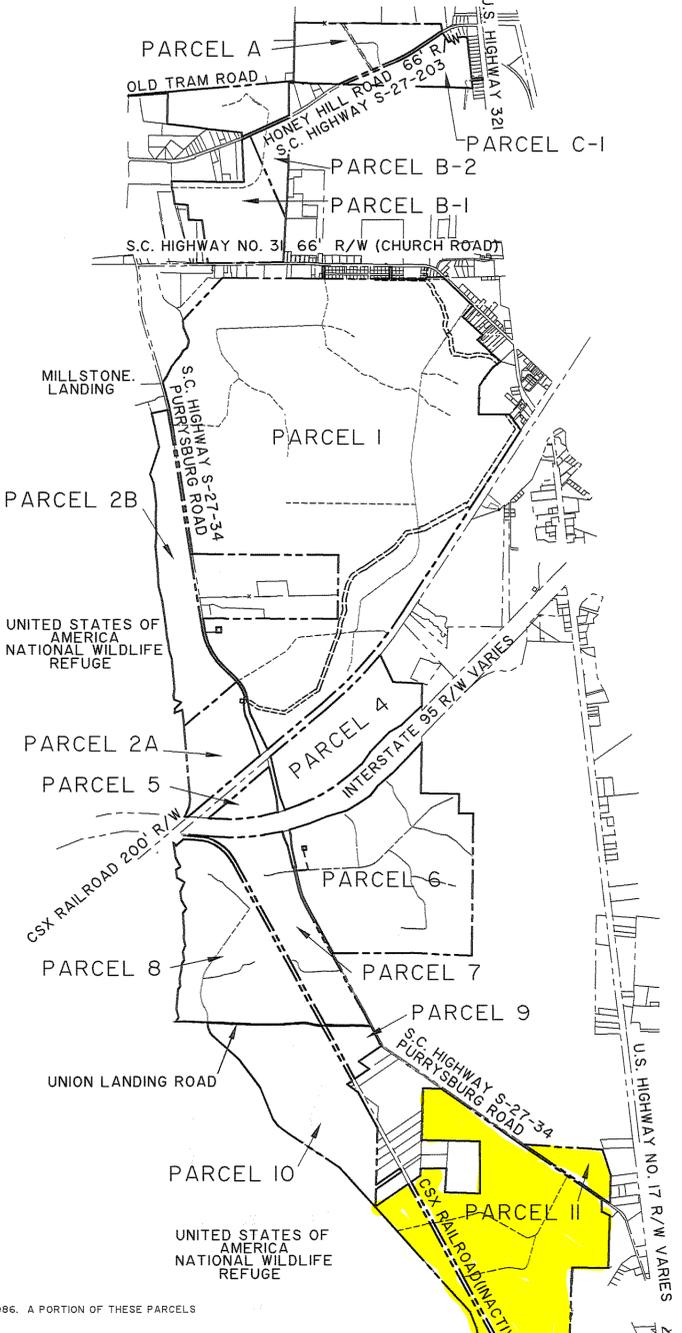
B AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500- YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

AI-A30 AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.

AI-A30 AREAS OF MINIMAL FLOODING.

ADJACENT PROPERTY INFORMATION

DESIGNATION NO.	TAX MAP NO.	OWNER (NOW OR FORMERLY)	RECORDED INFORMATION
105	039-00-01-003	LOW COUNTRY GOLF INVESTORS INC.	DB853/249 PB:21/426
106	039-00-01-047	ANDREW BROWN, ETAL	ORB: 628/97 PB: 25/17
107	039-00-01-016	POWER GROUP, LLC	ORB: 618/42 PB: 30/298
109	039-00-01-018	SNYDER, MARK C & CHERI S TO MARGARET DOYLE	ORB:445/35 PB:17/137
110	039-00-01-019	SLF III HARDEEVILLE, LLC & SLF III SC EAST ARGENT, LLC	ORB: 645/96 PB: 30/374
111	039-00-01-020	SIMMONS, J THOMAS & LILLIE MAE	DB:87/423 PB:17/137
112	039-00-01-021	GERMAN, GERALD	S/D 051
113	039-00-01-022	GLEN FRAZIER & JAMES, MARY	NO DEED IN JASPER COUNTY
114	039-00-01-023	GERMAN, GERALD	DB:87/681 PB:25/359
115	039-00-01-026	STONE, DENNIS A SR. & WANDA MAREESE	DB:271/92 PB:20/13
145	038-00-01-003	UNITED STATES OF AMERICA	DB:162/92



SCHEDULE B - SECTION 2 EXCEPTIONS: FILE NO. 199998-0132A-ISSFR - EFFECTIVE DATE: JULY 29, 2015.

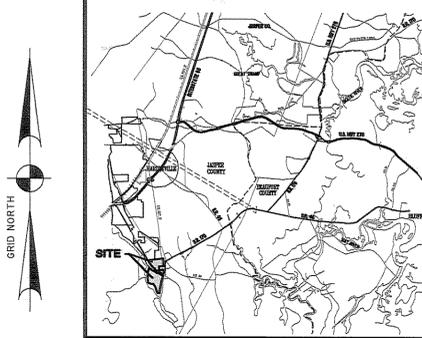
- DECLARATION OF RESTRICTIVE COVENANTS (WETLANDS-RIVERPORT PHASE I) RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 805 AT PAGE 386, AND ALL AMENDMENTS THEREOF (AFFECTS PARCEL 13)
- INTENTIONALLY DELETED
- DEVELOPMENT AGREEMENT (HARDEEVILLE TRACT) BY AND BETWEEN COPPER STATION HOLDINGS, LLC AND THE CITY OF HARDEEVILLE, SOUTH CAROLINA, RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 423 AT PAGE 1(AFFECTS ENTIRE TRACT);ASSIGNMENTS AND ASSUMPTION OF OWNER RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT RECORDED IN BOOK 430 AT PAGE 272(AFFECTS ENTIRE TRACT) AND BOOK 645 AT PAGE 10(AFFECTS ENTIRE TRACT); PARTIAL ASSIGNMENTS AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT RECORDED IN BOOK 645 AT PAGE 83(DUES NOT AFFECT); AND BOOK 702 AT PAGE 10(AFFECTS ENTIRE TRACT); COVENANT AND AGREEMENT RECORDED IN BOOK 708 AT PAGE 12(DUES NOT AFFECT);AND FIRST AMENDMENT TO AND PARTIAL RESTATEMENT OF DEVELOPMENT AGREEMENT RECORDED IN BOOK 771 AT PAGE 1(AFFECTS ENTIRE TRACT)
- INTENTIONALLY DELETED
- EASEMENT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 879 AT PAGE 154(AFFECTS PARCEL 12)
- STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR JASPER COUNTY ORDINANCE NO. 2014-23 RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 888 AT PAGE 379(AFFECTS ENTIRE TRACT)
- WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 828 AT PAGE 150, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 491(AFFECTS PARCEL 12)
- WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 828 AT PAGE 142, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 490(NOT APPLICABLE)
- WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 828 AT PAGE 134, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 489(NOT APPLICABLE)
- WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 828 AT PAGE 126, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 488(AFFECTS PARCEL 12)
- INTENTIONALLY DELETED
- THIS POLICY AFFORDS ASSURANCE AS TO THE LOCATION OF THE BOUNDARY LINES OF THE LAND, BUT DOES NOT INSURE THE ENGINEERING CALCULATIONS IN CONNECTION WITH THE EXACT AMOUNT OF ACRES CONTAINED THEREIN.
- PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY OF THE HARDEEVILLE TRACT (5,136.83 ACRES) CONTAINING PARCELS A, B-1, B-2, C-1, I, 2, 4 THRU 13, AND THE 1.623 AC. SITE ALONG U.S. HIGHWAY NO. 17," CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, SAID PLAT BEING DATED 12/10/07, LAST REVISED 2/11/08, PREPARED BY THOMAS & HUTTON ENGINEERING CO., SAVANNAH, GEORGIA, CERTIFIED BY BOYCE L. YOUNG, S.C.R.L.S. (NO. 1079),AND RECORDED IN THE JASPER COUNTY RECORDS IN PLAT BOOK 30 AT PAGES 374-382 DISCLOSES THE FOLLOWING:
  - AS TO PARCEL 1:
  - DRAINAGE DITCH EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 84 AT PAGE 2148.(NOT APPLICABLE)
  - CHANNEL IMPROVEMENT EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 66 AT PAGE 128.(NOT APPLICABLE)
  - ROADWAYS ENTITLED "FORT HOWARD RD.," "TRAILER PARK SPUR.," "TRAILER PARK SPUR.," "GUMBO ROAD.," "WILLIAMS ROAD, AND "EARTH ROADS (TYPICAL).(NOT APPLICABLE)
  - 20' ACCESS EASEMENT TO THE 0.45 ACRE CEMETERY. (NOT APPLICABLE)
  - AS TO PARCEL 6:
  - 23 ACRE TOWER SITE # SVG 974-2, 20' ACCESS EASEMENT AND UTILITY EASEMENT ALONG EARTH ROAD PURSUANT TO THAT UNRECORDED OPTION TO LEASE DATED JULY 21,2008 BETWEEN SOUTHWESTERN ENERGY SERVICES, L.P. AND AMEREN ENERGY SERVICES, L.P. (NOT APPLICABLE)
  - ROADWAYS ENTITLED "DODGE TRAM RD.," "BOOKER ROAD," AND ALL REFERENCES TO "EARTH ROAD (TYPICAL)." (NOT APPLICABLE)
  - AS TO PARCEL 7:
  - ROADWAYS ENTITLED "DODGE TRAM RD.," AND "EARTH ROAD (TYPICAL)," (NOT APPLICABLE)
  - AS TO PARCEL 8:
  - ROADWAY ENTITLED "EARTH ROAD." (NOT APPLICABLE)
  - AS TO PARCEL 10:
  - ROADWAY ENTITLED "HILTON DODGE ROAD.(NOT APPLICABLE)
  - AS TO PARCEL 12:
  - CART PATH AND TEE BOX ENCROACHMENTS(AFFECTS TRACT AS SHOWN)
  - ROADWAYS ENTITLED "CHISHOLM SPUR.," "CHISHOLM RD.," "OLD BAILEY RD.," AND "BAILEY SPUR." (AFFECTS TRACT AS SHOWN)
  - AS TO PARCEL 13:
  - RIGHTS OF OTHERS IN AND TO THE TITLE TO THAT PORTION OF THE LAND WITHIN THE BOUNDARY OF THE CEMETERY LOCATED ON THE LAND, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS, AND REGRESS THEREIN (AFFECTS TRACT AS SHOWN)
  - ROADWAYS ENTITLED "OLD BAILEY ROAD.," "HOG PEN ROAD.," AND "EARTH ROAD (TYPICAL)." (AFFECTS TRACT AS SHOWN)
  - AS TO PARCEL A:
  - ROADWAYS ENTITLED "EARTH ROAD (TYPICAL)" AND "OLD TRAM ROAD." (NOT APPLICABLE)
  - 60' ACCESS EASEMENT TO COASTAL CONCRETE INC. RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 154 AT PAGE 289.(NOT APPLICABLE)
  - AS TO PARCELS B-1 AND B-2:
  - ROADWAY ENTITLED "EARTH ROAD (TYPICAL)." (NOT APPLICABLE)
  - AS TO PARCEL C-1:
  - ROADWAY ENTITLED "EARTH ROAD (TYPICAL)." (NOT APPLICABLE)
  - RIGHTS OF OTHERS IN AND TO ALL ROADWAYS MENTIONED ABOVE. (NOT APPLICABLE)
  - AS TO PARCEL 1:
  - DRAINAGE DITCH EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 84 AT PAGE 2148 (AS SHOWN ON PLAT CITED ABOVE AS ITEM -A).(NOT APPLICABLE)
  - CHANNEL IMPROVEMENT EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 66 AT PAGE 128 (AS SHOWN ON PLAT CITED ABOVE AS ITEM -B).(NOT APPLICABLE)
  - AS TO PARCEL A:
  - 60' ACCESS EASEMENT TO COASTAL CONCRETE INC. RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 154 AT PAGE 289 (AS SHOWN ON PLAT CITED ABOVE AS ITEM -P).(NOT APPLICABLE)
  - AS TO PARCEL B-1:
  - EASEMENT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 796 AT PAGE 476.(NOT APPLICABLE)
  - THERE IS A SCRIVENER'S ERROR IN DEED FROM INTERNATIONAL PAPER REALTY CORPORATION TO COPPER STATION HOLDINGS, LLC, DATED DECEMBER 20, 2004 AND RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 309 AT PAGE 106, AND DEED FROM COPPER STATION HOLDINGS, LLC, TO JPR LAND CO, LLC, DATED MAY 19, 2006, AND RECORDED MAY 25, 2006 IN BOOK 430 AT PAGE 237, THE SCRIVENER'S ERROR IS LOCATED IN THE LEGAL DESCRIPTION FOR THE PLAT ENTITLED "PLAT OF HARDEEVILLE TRACT, PROPERTY OF INTERNATIONAL PAPER REALTY CORPORATION, BEING PORTIONS OF THE ARGENT LUMBER CO. TRACT, BOUNDARY MAP NUMBER 2, JASPER COUNTY, SOUTH CAROLINA." THE LEGAL SHOWS THE PLAT RECORDED IN PLAT VOLUME 27 AT PAGES 412-421; HOWEVER, THE PLAT IS RECORDED IN PLAT VOLUME 27 AT PAGES 416-421, JASPER COUNTY RECORDS.(AFFECTS PARCELS 12 AND 13)
  - AS TO ALL PARCELS:
  - ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE SUBSEQUENT TO FEBRUARY 11, 2008 THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.(AFFECTS ENTIRE TRACT)
  - RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE JASPER COUNTY RECORDS.(AFFECTS ENTIRE TRACT)

RESPONSE TO ALTA TABLE A REQUIREMENTS 16-18, 20(a):

- RECENT CONSTRUCTION OF BORROW PITS ON PARCEL 13 AND THE CONSTRUCTION OF A RETENTION BASIN ON PARCEL 12 AS OF THE DATE OF FIELD SURVEY.
- RECENT CONSTRUCTION OF A PORTION OF ENTRANCE ROAD ON PARCEL 12 AS OF THE DATE OF FIELD SURVEY.
- NO OBSERVABLE EVIDENCE ON PARCELS OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AS OF THE DATE OF FIELD SURVEY; A PHASE I ENVIRONMENTAL ASSESSMENT BY NEWKIRK ENVIRONMENTAL, INC. DATED FEBRUARY 16, 2012 ALSO FOUND NO EVIDENCE OF THESE ITEMS.
- NO OBSERVABLE EVIDENCE OF IMPROVEMENTS WITHIN ANY OFFSITE EASEMENTS OR SERVICUTES BENEFITTING THE SURVEYED PROPERTY. NO RECORD DOCUMENTS PROVIDED TO THE SURVEYOR INDICATING THESE OFFSITE EASEMENTS OR SERVICUTES.

GENERAL NOTES:

- ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "T&H" UNLESS OTHERWISE NOTED.
- BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83).
- THE COMBINED STATE PLANE COORDINATED-SEA LEVEL REDUCTION FACTOR IS 1.0001164.
- THE PROPERTY IDENTIFICATION NUMBERS FOR THE PROPERTY PLATTED HEREON ARE: PARCEL 12 031-00-00-015.
- ALL WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES (SAC-2008-02176, LETTER DATED 2-5-13) & (SAC-2013-01004, LETTER DATED 11-21-13). LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATIONS AND APPROVAL.
- ONLY ABOVEGROUND, READILY VISIBLE UTILITIES AND STRUCTURES WERE LOCATED FOR THIS SURVEY. THOMAS & HUTTON ENGINEERING CO. MAKES NO GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NON-EXISTENCE OF ANY BELOW GROUND, NON-VISIBLE UTILITIES OR STRUCTURES.
- EARTH ROADS SHOWN WERE DERIVED FROM PHOTOGRAPHY.
- ANYTHING SHOWN OUTSIDE THE BOUNDARIES OF THE PARTICULAR PARCELS PLATTED ARE FOR ILLUSTRATIVE PURPOSES ONLY.
- BORROW PIT LOCATIONS SHOWN LOCATED USING GPS TECHNOLOGY.
- THE TITLE COMMITMENT WAS FURNISHED BY "COMMONWEALTH LAND TITLE INSURANCE COMPANY", FILE NO. 199998-0052A-ISSFR, COMMITMENT EFFECTIVE DATE: JULY 29, 2015 AT 8:00 A.M.
- WITH REGARDS TO ALL PRIVATE/EARTH ROADS, "THOMAS & HUTTON IS NOT AWARE OF AN EASEMENT OR RECORDED RIGHT-OF-WAY WITH RESPECT TO THESE ROADS".
- CONFIRMATION OF SUCH PRIVATE/EARTH ROADS CAN BE REFERENCED FROM A LETTER TITLED "PUBLIC/PRIVATE ROADWAYS" DATED: JANUARY 11, 2008 FROM THE CITY OF HARDEEVILLE TO MR. GARY WIGGIN, VICE-PRESIDENT OF DEVELOPMENT, REED DEVELOPMENT, INC.
- PER A CULTURAL RESOURCE SURVEY PERFORMED BY BROCKINGTON AND ASSOCIATES IN JUNE 2009 AND A SITE VISIT BY U.S. FISH & WILDLIFE PERSONNEL IN 2008, NO VISIBLE EVIDENCE OF A CEMETERY WAS FOUND AT THIS LOCATION.
- THIS SURVEY DOES NOT CONSTITUTE A SUBDIVISION OF PARCEL 12 OR PARCEL 13.



This document and all reproducible copies of this document are the property of Thomas & Hutton. Reproduction of this document is not permitted without written consent of Thomas & Hutton unless this document becomes a matter of public record. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.



ALTA/ACSM CERTIFICATION

TO: SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 8, 11a, 13, 14, 16, 17, 18, 19, 8, 20a OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 25, 2015.

*Handwritten signature and date: 8-21-15*

WRIGHT C. POWERS, JR. LICENSE NO. 19895  
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR

ALTA/ACSM LAND TITLE SURVEY

PHASE 1 AND PHASE 2  
BEING A PORTION OF  
PARCEL 12, PARCEL 13  
AND A 1.623 ACRE  
PARCEL  
THE HARDEEVILLE  
TRACT

CITY OF HARDEEVILLE  
JASPER COUNTY SOUTH CAROLINA

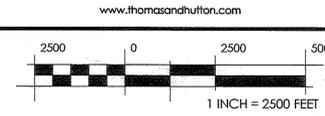
prepared for  
SLF III - HARDEEVILLE, LLC, A TEXAS  
LIMITED LIABILITY COMPANY,  
COMMONWEALTH LAND TITLE  
INSURANCE COMPANY AND  
BANK OF THE OZARKS, ITS  
SUCCESSORS AND ASSIGNS

No.	Revision	By	Date

**THOMAS & HUTTON**  
Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way  
PO Box 2727  
Savannah, GA 31402-2727  
p 912.234.5300 f 912.234.2950

www.thomasandhutton.com



plat 8-21-15  
drawn LPO  
reviewed WCP  
field JUNE 25, 2015  
crew BJ

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	11360.23'	109.44'	N 16°21'01" W	109.44'
C2	11540.23'	805.66'	S 14°37'42" W	805.50'
C3	11539.61'	654.56'	S 17°00'12" W	375'00"
C4	11581.34'	99.35'	S 57°02'58" E	99.34'
C5	5654.58'	199.30'	S 55°42'01" E	199.29'
C6	5679.58'	2539.57'	S 41°52'51" E	2538.47'
C7	11409.73'	99.60'	S 28°44'14" E	99.60'
C8	11580.23'	460.28'	N 15°20'06" E	460.24'
C9	11580.23'	104.56'	S 15°48'51" W	104.56'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 58°36'37" E	364.47'
L2	S 65°03'41" E	325.46'
L3	S 83°56'42" E	42.96'
L4	S 44°00'24" E	9.19'
L5	S 59°17'59" E	2.38'
L6	S 82°12'23" E	82.57'
L7	S 68°10'40" E	110.0'
L8	S 76°24'24" E	242.93'
L9	S 48°15'52" E	375.24'
L10	N 68°37'51" E	174.19'
L11	S 32°47'23" W	25.00'
L12	S 57°12'37" E	498.10'
L13	N 35°18'35" E	25.00'
L14	S 67°29'46" W	264.31'
L15	S 06°47'16" E	144.72'
L16	S 05°53'31" E	164.85'
L17	S 84°12'22" W	267.49'
L18	N 02°58'27" W	163.59'
L19	S 88°50'00" W	40.97'
L20	S 02°57'49" E	233.84'

- LEGEND**
- MEANDER POINT (NO MONUMENT)
  - CONCRETE MONUMENT (FOUND)
  - CONCRETE MONUMENT (SET)
  - IRON PIPE (FOUND)
  - IRON PIPE (SET)
  - IRON REBAR (FOUND)
  - IRON REBAR (SET)
  - FIRE HYDRANT
  - FLOOD LIGHT
  - GRATE INLET
  - IRRIGATION CONTROL VALVE
  - POST
  - POWER POLE
  - STORM DRAINAGE MANHOLE
  - SIGN
  - SANITARY MANHOLE
  - TELEPHONE BOX
  - WELL
  - WATER METER
  - WATER VALVE
  - CURB INLET MANHOLE
  - EXCEPTION REFERENCE
  - FENCE
  - EARTH ROAD (TYPICAL)
  - WETLANDS
  - WETLAND BUFFER
  - BORROW PIT

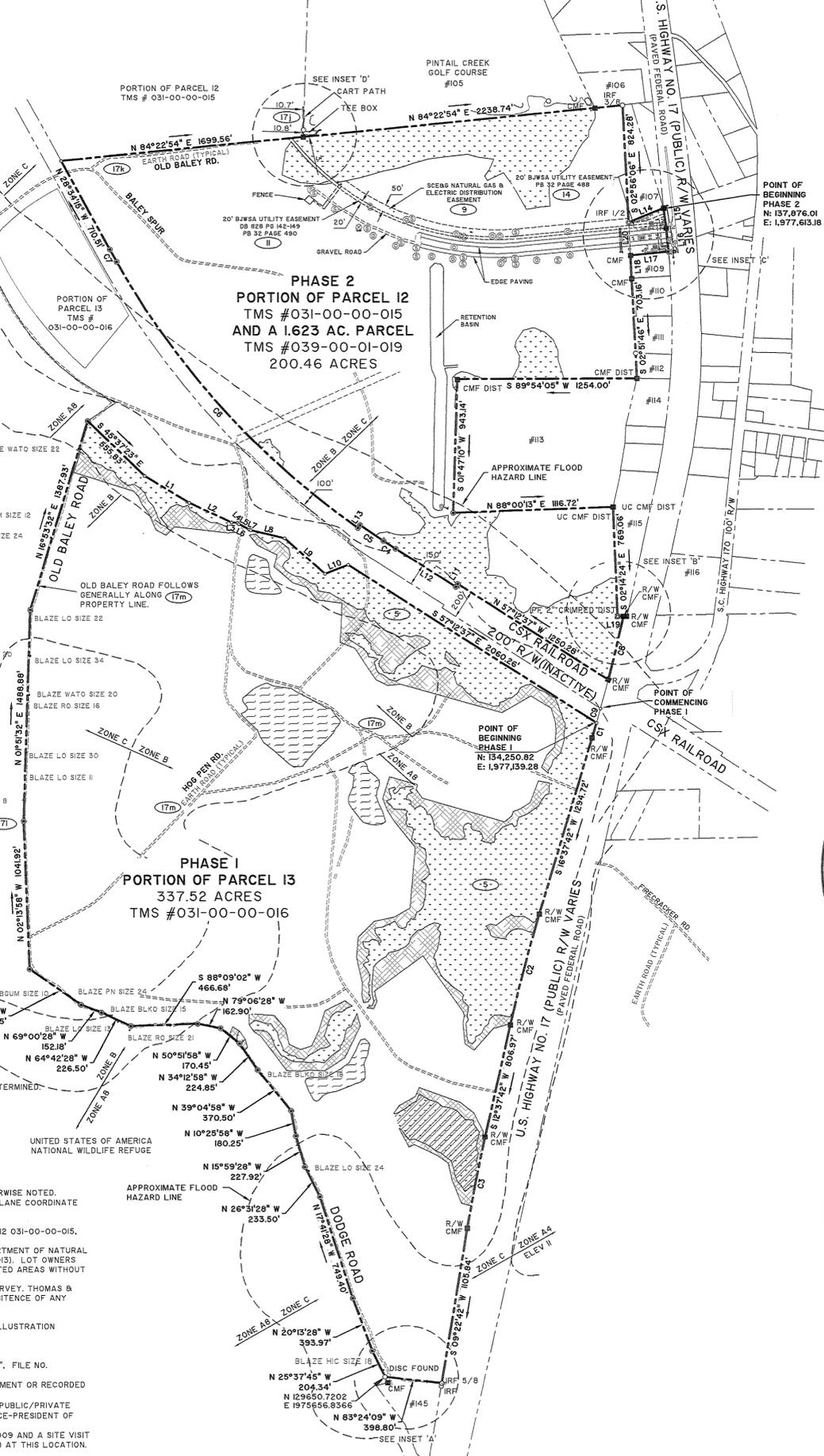
**FLOOD NOTE:**  
 ACCORDING TO F.I.R.M. NO. 45012 PANEL NO. 0175"D" REVISION SEPTEMBER 29, 1986. A PORTION OF THESE PARCELS FALL WITH A FLOOD HAZARD AREA.

**ZONE EXPLANATION OF ZONE DESIGNATIONS**

**A** AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.  
**B** AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVES FROM THE BASE FLOOD.  
**AI-A30** AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.  
**C** AREAS OF MINIMAL FLOODING.

**GENERAL NOTES:**

- ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "T&H" UNLESS OTHERWISE NOTED.
- BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83).
- THE COMBINED STATE PLANE COORDINATED-SEA LEVEL REDUCTION FACTOR IS 1.0001164.
- THE PROPERTY IDENTIFICATION NUMBERS FOR THE PROPERTY PLATTED HEREON ARE: PARCEL 12 031-00-00-015, PARCEL 13 031-00-00-016 AND PARCEL 1.623 AC. 039-00-01-019.
- ALL WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES (SAC-2008-02176, LETTER DATED 2-5-13) & (SAC-2013-01004, LETTER DATED 11-21-13). LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATIONS AND APPROVAL.
- ONLY ABOVEGROUND, READILY VISIBLE UTILITIES AND STRUCTURES WERE LOCATED FOR THIS SURVEY. THOMAS & HUTTON ENGINEERING CO. MAKES NO GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NON-EXISTENCE OF ANY BELOW GROUND, NON-VISIBLE UTILITIES OR STRUCTURES.
- EARTH ROADS SHOWN WERE DERIVED FROM AERIAL PHOTOGRAPHY.
- ANYTHING SHOWN OUTSIDE THE BOUNDARIES OF THE PARTICULAR PARCELS PLATTED ARE FOR ILLUSTRATION PURPOSES ONLY.
- LEGAL DESCRIPTIONS FOR ALL PARCELS CAN BE FOUND ON SHEET 2.
- BORROW PIT LOCATIONS SHOWN LOCATED USING GPS TECHNOLOGY.
- THE TITLE COMMITMENT WAS FURNISHED BY "COMMONWEALTH LAND TITLE INSURANCE COMPANY", FILE NO. 199998-00132A-155FR, COMMITMENT EFFECTIVE DATE: JULY 29, 2015 AT 8:00 A.M.
- WITH REGARDS TO ALL PRIVATE/EARTH ROADS, "THOMAS & HUTTON IS NOT AWARE OF AN EASEMENT OR RECORDED RIGHT-OF-WAY WITH RESPECT TO THESE ROADS".
- CONFIRMATION OF SUCH PRIVATE/EARTH ROADS CAN BE REFERENCED FROM A LETTER TITLED "PUBLIC/PRIVATE ROADWAYS" DATED: JANUARY 11, 2008 FROM THE CITY OF HARDEEVILLE TO MR. GARY WIGGIN, VICE-PRESIDENT OF DEVELOPMENT, REED DEVELOPMENT, INC.
- PER A CULTURAL RESOURCE SURVEY PERFORMED BY BRICKINGTON AND ASSOCIATES IN JUNE 2009 AND A SITE VISIT BY U.S. FISH & WILDLIFE PERSONNEL IN 2008, NO VISIBLE EVIDENCE OF A CEMETERY WAS FOUND AT THIS LOCATION.
- THIS SURVEY DOES NOT CONSTITUTE A SUBDIVISION OF PARCEL 12 OR PARCEL 13.

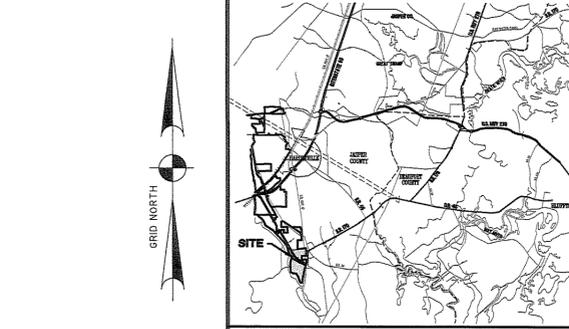
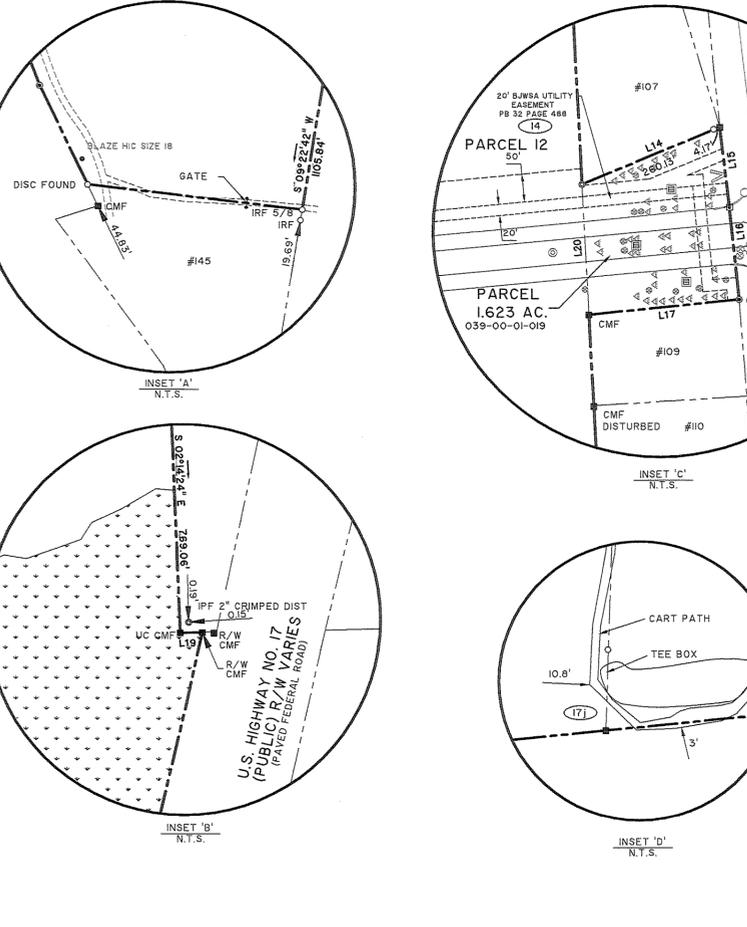


**PHASE 1 PROPERTY DESCRIPTION**

COMMENCING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF CSX RAILROAD 200' RIGHT OF WAY (INACTIVE) AND THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 17; THENCE ALONG SAID ROAD RIGHT OF WAY; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 104.56 FEET, A RADIUS OF 11360.23 FEET, A CHORD LENGTH OF 104.56 FEET, AND A CHORD BEARING S 15°48'51" W TO THE POINT OF BEGINNING; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 109.44 FEET, A RADIUS OF 11540.23 FEET, A CHORD LENGTH OF 109.44 FEET, AND A CHORD BEARING S 17°00'12" W TO A CONCRETE MONUMENT FOUND; THENCE S 16°37'42" W A DISTANCE OF 1294.72 FEET TO A CONCRETE MONUMENT FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 805.50 FEET, A RADIUS OF 11539.61 FEET, A CHORD LENGTH OF 805.50 FEET, AND A CHORD BEARING S 14°37'42" W, TO A CONCRETE MONUMENT FOUND; THENCE S 12°37'42" W A DISTANCE OF 206.97 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 654.56 FEET, A RADIUS OF 11581.34 FEET, A CHORD LENGTH OF 654.56 FEET, AND A CHORD BEARING S 1°00'12" W; TO A CONCRETE MONUMENT FOUND; THENCE S 09°22'42" W A DISTANCE OF 105.84 FEET TO A 5/8" IRON REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY THENCE N 16°21'01" W A DISTANCE OF 398.90 FEET TO A DISTANT POINT AND BEING THE PROPERTY ALONG THE UNITED STATES OF AMERICA NATIONAL WILDLIFE REFUGE; THENCE NORTHERLY ALONG SAID PROPERTY N 25°37'45" W A DISTANCE OF 204.34 FEET TO AN IRON PIPE FOUND; THENCE N 20°15'28" W A DISTANCE OF 393.97 FEET TO AN IRON PIPE FOUND; THENCE N 17°41'28" W A DISTANCE OF 749.40 FEET TO AN IRON PIPE FOUND; THENCE N 26°37'29" W A DISTANCE OF 183.40 FEET TO AN IRON PIPE FOUND; THENCE N 18°59'29" W A DISTANCE OF 227.92 FEET TO AN IRON PIPE FOUND; THENCE N 10°25'58" W A DISTANCE OF 180.25 FEET TO AN IRON PIPE FOUND; THENCE N 39°04'58" W A DISTANCE OF 370.50 FEET TO AN IRON PIPE FOUND; THENCE N 34°12'58" W A DISTANCE OF 224.85 FEET TO AN IRON PIPE FOUND; THENCE N 50°51'58" W A DISTANCE OF 170.45 FEET TO AN IRON PIPE FOUND; THENCE N 70°02'28" W A DISTANCE OF 162.90 FEET TO AN IRON PIPE FOUND; THENCE S 88°09'02" W A DISTANCE OF 466.68 FEET TO AN IRON PIPE FOUND; THENCE N 64°42'28" W A DISTANCE OF 226.50 FEET TO AN IRON PIPE FOUND; THENCE N 69°00'28" W A DISTANCE OF 152.18 FEET TO AN IRON PIPE FOUND; THENCE N 55°00'58" W A DISTANCE OF 438.65 FEET TO AN IRON PIPE FOUND; THENCE N 02°15'58" W A DISTANCE OF 1041.92 FEET TO AN IRON PIPE FOUND; THENCE N 01°51'32" E A DISTANCE OF 1488.88 FEET TO AN IRON PIPE FOUND; THENCE N 16°53'32" E A DISTANCE OF 1587.93 FEET TO AN IRON PIPE FOUND; THENCE LEAVING SAID PROPERTY S 45°37'23" E A DISTANCE OF 555.83 FEET TO A POINT; THENCE S 58°36'37" E A DISTANCE OF 364.47 FEET TO A POINT; THENCE S 65°03'41" E A DISTANCE OF 325.46 FEET TO A POINT; THENCE S 83°56'42" E A DISTANCE OF 42.96 FEET TO A POINT; THENCE S 44°00'24" E A DISTANCE OF 9.19 FEET TO A POINT; THENCE S 59°17'59" E A DISTANCE OF 2.38 FEET TO A POINT; THENCE S 82°12'23" E A DISTANCE OF 82.57 FEET TO A POINT; THENCE S 68°10'40" E A DISTANCE OF 110.0 FEET TO A POINT; THENCE S 76°24'24" E A DISTANCE OF 242.93 FEET TO A POINT; THENCE S 48°15'52" E A DISTANCE OF 375.24 FEET TO A POINT; THENCE N 68°37'51" E A DISTANCE OF 174.19 FEET TO A POINT; THENCE S 32°47'23" W A DISTANCE OF 25.00 FEET TO A POINT; THENCE S 57°12'37" E A DISTANCE OF 498.10 FEET TO A POINT; THENCE N 35°18'35" E A DISTANCE OF 25.00 FEET TO A POINT; THENCE S 67°29'46" W A DISTANCE OF 264.31 FEET TO A POINT; THENCE S 06°47'16" E A DISTANCE OF 144.72 FEET TO A POINT; THENCE S 05°53'31" E A DISTANCE OF 164.85 FEET TO A POINT; THENCE S 84°12'22" W A DISTANCE OF 267.49 FEET TO A POINT; THENCE N 02°58'27" W A DISTANCE OF 163.59 FEET TO A POINT; THENCE S 88°50'00" W A DISTANCE OF 40.97 FEET TO A POINT; THENCE S 02°57'49" E A DISTANCE OF 233.84 FEET TO A POINT; THENCE S 57°12'37" E A DISTANCE OF 206.26 FEET TO SAID POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND CONTAINING 337.52 ACRES.

**PHASE 2 PROPERTY DESCRIPTION**

BEGINNING AT A CONCRETE MONUMENT ON THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 170; THENCE ALONG SAID RIGHT OF WAY S 06°47'16" E A DISTANCE OF 144.72 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 05°53'31" E A DISTANCE OF 164.85 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 84°12'22" W A DISTANCE OF 267.49 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 02°58'27" E A DISTANCE OF 163.59 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 02°51'46" E A DISTANCE OF 703.16 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 88°50'00" W A DISTANCE OF 1254.00 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 01°47'10" W A DISTANCE OF 943.14 FEET TO AN IRON PIPE FOUND; THENCE N 88°00'13" E A DISTANCE OF 116.72 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 02°14'24" E A DISTANCE OF 769.06 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 88°50'00" E A DISTANCE OF 40.97 FEET TO A CONCRETE MONUMENT FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 460.28 FEET, A RADIUS OF 11360.23 FEET, A CHORD LENGTH OF 460.28 FEET, AND A CHORD BEARING S 13°20'06" W TO A CONCRETE MONUMENT FOUND ON THE NORTHERLY RIGHT OF WAY OF CSX RAILROAD 200' RIGHT OF WAY (INACTIVE) THENCE LEAVING SAID ROAD RIGHT OF WAY AND ALONG SAID CSX RIGHT OF WAY N 57°12'37" W A DISTANCE OF 1250.28 FEET TO AN IRON PIPE FOUND; THENCE S 32°47'23" W A DISTANCE OF 25.00 FEET TO AN IRON PIPE FOUND; THENCE N 57°12'37" W A DISTANCE OF 498.15 FEET TO AN IRON PIPE FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 99.35 FEET, A RADIUS OF 11581.34 FEET, A CHORD LENGTH OF 99.34 FEET, AND A CHORD BEARING N 57°02'58" W, TO AN IRON PIPE FOUND; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 189.29 FEET, A RADIUS OF 11360.23 FEET, A CHORD LENGTH OF 189.30 FEET, A RADIUS OF 5654.58 FEET, A CHORD LENGTH OF 189.29 FEET, AND A CHORD BEARING N 55°42'01" W, TO AN IRON PIPE FOUND; THENCE S 35°18'35" W A DISTANCE OF 25.00 FEET TO AN IRON PIPE FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 2539.57 FEET, A RADIUS OF 5679.58 FEET, A CHORD LENGTH OF 2538.47 FEET, AND A CHORD BEARING N 41°52'51" W, TO AN IRON PIPE FOUND; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 99.60 FEET, A RADIUS OF 11409.73 FEET, A CHORD LENGTH OF 99.60 FEET, AND A CHORD BEARING N 28°44'14" W, TO AN IRON PIPE FOUND; THENCE N 28°34'15" W A DISTANCE OF 710.51 FEET TO A POINT; THENCE LEAVING CSX RIGHT OF WAY N 84°22'54" E A DISTANCE OF 1699.56 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 84°22'54" E A DISTANCE OF 2238.74 FEET TO A 3/8" IRON REBAR FOUND; THENCE S 02°56'06" E A DISTANCE OF 824.28 FEET TO AN IRON PIPE; THENCE N 67°29'46" E A DISTANCE OF 264.31 FEET TO SAID THE POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND CONTAINING 200.46 ACRES.



This document and all reproducible copies of this document are the property of Thomas & Hutton. Reproduction of this document is not permitted without written consent of Thomas & Hutton unless this document becomes a matter of public record. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

**THOMAS & HUTTON ENGINEERING CO.**  
 No. 00285  
 No. 18895

**ALTA/ACSM CERTIFICATION**  
 TO: SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 6, 10, 13, 14, 16, 17, 18, 19 & 20a OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 25, 2015.

*Wright C. Powers, Jr.* 8-21-15  
 WRIGHT C. POWERS, JR. LICENSE NO. 19895  
 SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR

**ALTA/ACSM LAND TITLE SURVEY**

**PHASE 1 AND PHASE 2 BEING A PORTION OF PARCEL 12, PARCEL 13 AND A 1.623 ACRE PARCEL THE HARDEEVILLE TRACT**

CITY OF HARDEEVILLE  
 JASPER COUNTY SOUTH CAROLINA

prepared for  
**SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS**

No.	Revision	By	Date

**THOMAS & HUTTON**  
 Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way  
 PO Box 2727  
 Savannah, GA 31402-2727  
 p 912.234.5300 f 912.234.2950

www.thomasandhutton.com

500 0 500 1000  
 1 INCH = 500 FEET

plat 8-21-15 drawn LPO reviewed WCP field JUNE 25, 2015 crew BJ

job 25660 SHEET 2 OF 2

**AGREEMENT FOR THE  
ESTABLISHMENT OF A MULTI-COUNTY  
INDUSTRIAL/BUSINESS PARK  
(RIVERPORT II)**

**THIS AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (RIVERPORT II)** for the establishment of a multi-county industrial/business park to be located within Jasper County and Beaufort County is made and entered into as of [\_\_\_\_\_] , 2018, by and between Jasper County, South Carolina (“Jasper County”) and Beaufort County, South Carolina (“Beaufort County”).

**RECITALS**

**WHEREAS**, Jasper County and Beaufort County are contiguous counties which, pursuant to Ordinance No. [\_\_\_\_\_] , enacted by Jasper County Council on [\_\_\_\_\_] , 2018, and Ordinance No. [\_\_\_\_\_] enacted by Beaufort County Council on [\_\_\_\_\_] , 2018, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Jasper County a multi-county industrial/business park (the “Park”), to be located upon property more particularly described in Exhibit A (Jasper); and

**WHEREAS**, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption;

**NOW, THEREFORE**, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Beaufort County, their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as

amended (the “Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

3. Location of the Park.

(A) As of the date hereof, the Park consists of property that is located in Jasper County and which now or will be owned by NSC Real Estate LLC, one or more affiliates of NSC Real Estate LLC, or other project sponsors, as more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Jasper County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the Jasper County Council, as the “Host County,” and resolution of the Beaufort County Council. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park as enlarged or diminished, together with a copy of the ordinance of Jasper County Council and the resolution of Beaufort County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the enactment by Jasper County Council of its ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Jasper County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Jasper County, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be given by certified mail that is deposited with the U.S. Postal Service at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Jasper County and Beaufort County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

A. Jasper County	100%
B. Beaufort County	0%

6. Allocation of Revenues. Jasper County and Beaufort County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

- A. Jasper County                    99%
- B. Beaufort County                1%

Any payment from Jasper County to Beaufort County of Beaufort County’s allocable share of Park revenues shall be made and accompanied by a statement showing the manner in which total payment and each County’s share were calculated. If any Park revenues are received by Jasper County through payment by any owner, or any lessee/tenant, or any other taxpayer is made under protest, or otherwise as part of a dispute, then Jasper County is not obligated to pay Beaufort County more than Beaufort County’s share of the undisputed portion of the Park revenues until thirty (30) days after the final resolution of the protest or dispute.

7. Revenue Allocation within Each County. Park revenues generated by way of fees in lieu of *ad valorem* taxes generated from properties within the Park shall be distributed to and within the respective County as follows:

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Jasper County and to Beaufort County, as the case may be, according to the proportions established in **Section 6** of this Agreement. With respect to revenues allocable to Jasper County by way of fees in lieu of *ad valorem* taxes generated from properties within the Park, such revenue shall be distributed within Jasper County in the manner provided by ordinance of Jasper County Council; provided, that (i) each taxing entity which overlaps the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such revenue-generating portion, (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity, and (iii) all taxing entities other than the foregoing shall receive zero percent (0%) of such revenues.

(B) Revenues allocable to Beaufort County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Jasper County portion of the Park shall be distributed solely to Beaufort County.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Jasper County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Jasper County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Jasper County and Beaufort County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to **Sections 6** and **7** herein.

10. Governing Laws and Regulations. Any applicable ordinances and regulations of Jasper County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Jasper County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

12. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision of this Agreement.

13. Counterpart Execution. This Agreement may be executed in multiple counterparts.

14. Additional Parties. This Agreement may be amended from time to time to add additional counties located in South Carolina, subject to Article VIII, Section 13(D) of the Constitution of South Carolina and Title 4, Chapter 1 of the Code, by ordinance of Jasper County Council, and by resolution of Beaufort County Council; provided, however, that to the extent permitted by law, additional counties may be added as parties hereto with only the enactment of an ordinance of Jasper County Council only in the event that such additional county's allocation of Park Revenues hereunder shall be allocated solely out of Jasper County's residual net share of the Park Revenues provided for its use and distribution pursuant to **Section 7** hereof.

15. Term; Termination. (A) Except as specifically provided in this **Section 15**, Jasper County and Beaufort County agree that this Agreement may not be terminated as to any parcel located within the Park or in its entirety except as follows:

(i) this Agreement may be terminated by Jasper County with respect to any particular parcel or parcels in the event of a default under a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 or Title 12, Chapter 44 of the Code, or other incentive agreement by the lessee, tenant, owner, or other taxpayer of such parcel or parcels upon Jasper County providing thirty (30) days' written notice of termination to Beaufort County and such lessee, tenant, owner, or other taxpayer;

(ii) this Agreement may be terminated by Jasper County with respect to any particular parcel or parcels following a period of time of sufficient length to facilitate all enhanced State tax credits resulting from the parcel being located in a multi-county industrial or business park (currently ten [10] years) upon Jasper County providing thirty (30) days' written notice of termination to Beaufort County and the lessee, tenant, owner, or other taxpayer of such parcel or parcels;

(iii) this Agreement may be terminated by Jasper County with respect to any particular parcel or parcels following a period of time of sufficient length to facilitate all special source revenue or infrastructure credits for such parcel or parcels upon Jasper County providing

thirty (30) days' written notice of termination to Beaufort County and the lessee, tenant, owner, or other taxpayer of such parcel or parcels.

(B) This Agreement shall automatically terminate in its entirety on the 30<sup>th</sup> day after provision or payment in full, or termination, of all special source revenue or infrastructure credits due with respect to Park property.

16. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

[End of Agreement – Execution Page to Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman, County Council of  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk of County Council of  
Jasper County, South Carolina

**BEAUFORT COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman, County Council  
Beaufort County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk of County Council of  
Beaufort County, South Carolina

**Exhibit A (Jasper)**

PARK PROPERTY

Phase 1 and Phase 2

Approximately 400.7 upland acres lying and being situated in the City of Hardeeville, in Jasper County, South Carolina, being all of Jasper County Tax Map Parcel 031-00-00-019 and being portions of Jasper County Tax Map Parcels 031-00-00-015 and 031-00-00-016, within the planned development commonly known as RiverPort Business Park, and generally shown as “Phase 1” and “Phase 2” on the rendering attached hereto.

Phase 3

Land lying and being situated in the City of Hardeeville, in Jasper County, South Carolina, being portions of Jasper County Tax Map Parcels 031-00-00-014, 031-00-00-015 and 031-00-00-016, within the planned development commonly known as RiverPort Business Park, and generally shown as the highlighted parcel on the rendering attached hereto.

The remainder of this page intentionally left blank.

## Copy of Rendering

**Exhibit B (Beaufort)**

BEAUFORT COUNTY PROPERTY

None.

The remainder of this page intentionally left blank.

REFERENCE PLATS

- BOUNDARY MAP OF H.R. WILLIAMS TRACT, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: J. DEAN GOWEN, RLS DATED: DECEMBER 5, 1955
- A SURVEY OF PURRYSBURG STATION TOWER SITE #SVG 974-2 JASPER COUNTY, SOUTH CAROLINA PREPARED BY: CHARLES W. TUTEN, JR. PLS DATED: FEBRUARY 9, 2000
- A SURVEY FOR UNION CAMP CORPORATION OF 200.03 ACRES BEING A PORTION OF THE ARGENT LUMBER COMPANY TRACT, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: LAMAR O. REDDICK, RLS DATED: MAY 25, 1988
- A SURVEY FOR UNION CAMP CORPORATION OF .16 ACRES LYING ON THE SOUTHEAST SIDE OF OLD U.S. HIGHWAY 17, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: FEBRUARY 23, 1976
- A SURVEY FOR UNION CAMP CORPORATION OF 61.85 ACRES, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: DECEMBER 3, 1975
- A SURVEY OF LAND OWNED BY THE U.S. DEPARTMENT OF THE INTERIOR OF 59.69 ACRES, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: JANUARY 16, 1978
- A SURVEY FOR UNION CAMP CORPORATION OF 24.04 ACRES, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: FEBRUARY 23, 1980
- A SURVEY OF LAND OWNED BY UNION CAMP CORPORATION BEING 12.60 ACRES LYING NORTHWEST OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: OCTOBER 31, 1977
- BOUNDARY SURVEY FOR SOUTH CAROLINA ELECTRIC & GAS CO. ARGENT TRACT UNION CAMP PROPERTY, BEAUFORT COUNTY, SOUTH CAROLINA PREPARED BY: DAVID S. YOUNG, RLS DATED: AUGUST 3, 1998
- RIGHT-OF-WAY AND TRACK MAP SEABOARD COAST LINE RAILROAD COMPANY HARDEEVILLE TO LEVY CONNECTION TRACK, V05318 JASPER COUNTY, SOUTH CAROLINA DATED: DECEMBER 9, 1977
- RIGHT-OF-WAY AND TRACK MAP SEABOARD COAST LINE RAILROAD COMPANY HARDEEVILLE TO LEVY CONNECTION TRACK, V05319 JASPER COUNTY, SOUTH CAROLINA DATED: DECEMBER 9, 1977
- RIGHT-OF-WAY AND TRACK MAP ATLANTIC COAST LINE R.R. CO. MAIN LINE-CHARLESTON TO GA. STATE LINE, V00302 JASPER COUNTY, SOUTH CAROLINA DATED: JUNE 30, 1917
- RIGHT-OF-WAY AND TRACK MAP ATLANTIC COAST LINE R.R. CO. MAIN LINE-CHARLESTON TO GA. STATE LINE, V00304 JASPER COUNTY, SOUTH CAROLINA DATED: JUNE 30, 1917
- BOUNDARY MAP NO. 2 ON EAST BANK OF SAVANNAH RIVER ARGENT LUMBER CO. TRACT, S.C. JASPER COUNTY, SOUTH CAROLINA OWNED BY UNION CAMP-CAMP PAPER CORP. TOTAL OF 14,055.89 ACRES, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: J. DEAN GOWEN, RLS
- A SURVEY OF 49.17 ACRES OF LAND OWNED BY UNION CAMP CORPORATION LYING NORTHWEST OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: SEPTEMBER 18, 1975
- PLAT OF LOTS: 37-46 OAKWOOD, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: PAUL D. WILDER, RLS DATED: JUNE 10, 1969
- SURVEY OF 58.153 ACRES J.F. COBURN ESTATE LOCATED NEAR HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: JOHNSON LAND SURVEYING CO. DATED: JULY 31, 1990
- FINAL PLAT OF LOTS: 1-27 OAKWOOD, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: LAMAR O. REDDICK, RLS DATED: JUNE 10, 1969
- FINAL PLAT OF LOTS: 28-36 & 47-56 OAKWOOD, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: LAMAR O. REDDICK, RLS DATED: JUNE 10, 1969
- A PLAT OF A PARCEL OF LAND SITUATED ABOUT 2 MI. SOUTH OF PURRYSBURG AND CONTAINING 8 ACRES, OWNED BY: WALTER GLOVER SR. JASPER COUNTY, SOUTH CAROLINA PREPARED BY: R.L. SENSENBACH, RLS DATED: NOVEMBER 23, 1959
- A PLAT OF A PARCEL OF LAND SITUATED IN THE PURRYSBURG SECTION AND BEING 2 1/2 PART OF THE EST. OF MILTON GRIMES OWNED BY: JENNY G. GAYLORD, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: R.L. SENSENBACH, RLS
- PLAN OF A PORTION OF SHERWOOD PLANTATION, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: R.L. SENSENBACH, RLS DATED: DECEMBER 1962
- A SURVEY OF 5.24 ACRES OF LAND OWNED BY UNION CAMP CORPORATION, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: JUNE 25, 1975
- A MAP OF A 4.00 ACRES PARCEL CUT FROM LANDS N/F OF JERRY JAMES, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: RICHARD KESSELING, RLS DATED: JULY 17, 1994
- PLAT OF LOT 4 OF A SUBDIVISION OF A PORTION OF SHERWOOD PLANTATION, HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: HELMLY & ASSOCIATES, INC. DATED: JUNE 18, 1989
- A SURVEY OF 202.14 ACRES OF LAND OWNED BY UNION CAMP CORPORATION, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: NOVEMBER 11, 1977
- A SURVEY OF 3.95 ACRES OF LAND OWNED BY UNION CAMP CORPORATION LYING ON THE EAST SIDE OF THE SAVANNAH RIVER AT MILLSTONE LANDING, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: SEPTEMBER 8, 1982
- A SURVEY OF 6.41 ACRES OF LAND OWNED BY UNION CAMP CORPORATION LYING ON THE EAST SIDE OF THE SAVANNAH RIVER AT MILLSTONE LANDING, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: JUNE 16, 1976
- A SURVEY OF 39.43 ACRES OF LAND OWNED BY UNION CAMP CORPORATION, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: NOVEMBER 11, 1977
- A PLAT OF 30.89 ACRES OF LAND OWNED BY EDGAR M. COBURN JASPER COUNTY, SOUTH CAROLINA
- A SURVEY OF 209.54 ACRES OF LAND OWNED BY UNION CAMP CORPORATION, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: NEIL LAMAR ANDERSON, RLS DATED: NOVEMBER 11, 1977

REFERENCE PLATS

- PLAT OF THE HARDEEVILLE TRACT, PROPERTY OF INTERNATIONAL PAPER REALTY CORPORATION, BEING PORTIONS OF THE ARGENT LUMBER CO. TRACT, BOUNDARY MAP NO. 2, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: CHARLES W. TUTEN JR. DATED: DECEMBER 6, 2004
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 4-7 DKT. NO. 27.239-RD-31-JASPER CO.-FROM RT. 5 TO PURRYSBURG DKT. NO. 7.245-RD. 27-BEAUFORT CO.-FROM CHECHESSEE CR. TO JASPER CO. LINE DKT. NO. 27.242-RDS. 56 & 54-JASPER CO.-FROM BEAUFORT CO. LINE TO RT. 170 DKT. NO. 27.243-RD. 37-JASPER CO.-FROM KRESS TO U.S. RT. 17
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 6-9 F.A.P. NO. 5-2382(II) (RD. 5-203) S.P. NO. C-331 (RD. 5-220) FILE NO. 27.330 (RD. 5-203) 6C 27.331 (RD. 5-220) RD. NO. 5-203 AND 5-220 RD. 5-203 FROM RD. 5-34 TO RTE. 321/601 RD. 5-220 FROM RTE. 321/601 TO RTE. 335 JASPER COUNTY DATED: JULY 19, 1966
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 6-9 DKT. NO. 27.273 RD. 5-34 JASPER COUNTY FROM END OF PRES. PVMT TO BECKS FERRY RD. DATED: APRIL 9, 1955
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 3-8 U.S. PUBLIC WORKS N.R.H. PROJ. NO. 346 JASPER COUNTY SECTION OF ROUTE 35 BETWEEN HARDEEVILLE AND TILLMAN DATED AUGUST 31, 1933
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 17-24 F.A.P. NOS. 6A-SC-1-95-1(2) & SC. 1-95-1(8) FILE NO. 27.326 PTS. 182 ROUTE 1-95 JASPER COUNTY FROM S.C.L. RAILROAD TO SOUTH OF HARDEEVILLE DATE: OCTOBER 18, 1971
- SOUTH CAROLINA STATE HIGHWAY DEPARTMENT, PLAN AND PROFILE OF PROPOSED STATE HIGHWAY SHEETS 43-47 F.A.P. NO. 1-95-1(5) DKT. NO. 27.301 RTE. 1-95 JASPER COUNTY FROM BAGSHAW SWAMP TO U.S. ROUTE 17 AT DATED: OCTOBER 11, 1963 HARDEEVILLE
- A WETLAND PLAT OF THE NORTH HARDEEVILLE TRACT, DATED: SEPTEMBER 4, 2002, PREPARED BY THOMAS & HUTTON ENGINEERING CO.
- A WETLAND PLAT OF THE SOUTH HARDEEVILLE TRACT, DATED: MAY 14, 2001, PREPARED BY THOMAS & HUTTON ENGINEERING CO.
- A PLAT OF PARCELS 1-13 AND PARCELS 16 AND 17 KNOWN AS THE HARDEEVILLE TRACT PREPARED BY: THOMAS & HUTTON ENGINEERING CO. DATED: MAY 8, 2007
- A PLAT OF PARCELS A, B-1, B-2, AND C-1 KNOWN AS THE HARDEEVILLE TRACT PREPARED BY: THOMAS & HUTTON ENGINEERING CO. DATED: AUGUST 9, 2007
- A PLAT OF 1.623 ACRES ALONG U.S. HIGHWAY 17, JASPER COUNTY, SOUTH CAROLINA PREPARED BY: THOMAS & HUTTON ENGINEERING CO. DATED: MAY 8, 2007
- PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY OF THE HARDEEVILLE TRACT (5,136.83 ACRES) CONTAINING PARCELS A, B-1, B-2, C-1, I, 2, 4 THRU 13, AND THE 1.623 ACRE SITE ALONG U.S. HIGHWAY NO. 17" CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, SAID PLAT BEING DATED 12-10-07, LAST REVISED 2-11-08, PREPARED BY THOMAS & HUTTON ENGINEERING CO., SAVANNAH, GEORGIA, CERTIFIED BY BOYCE L. YOUNG, S.C.R.L.S. (NO. 1079), AND RECORDED IN THE JASPER RECORDS IN PLAT BOOK 30 AT PAGE 374-382
- BOUNDARY SURVEY FOR SOUTH CAROLINA ELECTRIC & GAS, PREPARED BY DAVID S. YOUNG, DATED AUGUST 3, 1998.

FLOOD NOTE:

ACCORDING TO F.J.R.M. NO. 45012 PANEL NO. 0175"D" REVISION SEPTEMBER 29,1986. A PORTION OF THESE PARCELS FALL WITH A FLOOD HAZARD AREA.

ZONE EXPLANATION OF ZONE DESIGNATIONS

A AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.

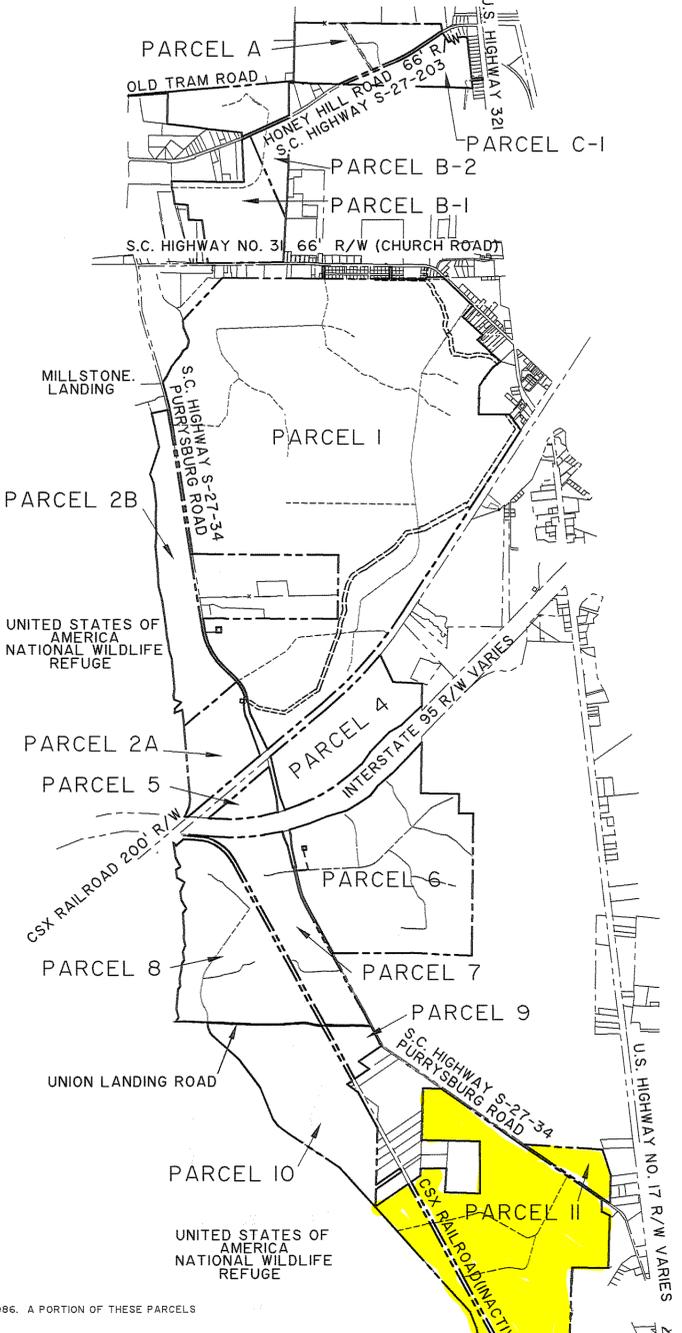
B AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

AI-A30 AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.

AI-A30 AREAS OF MINIMAL FLOODING.

ADJACENT PROPERTY INFORMATION

DESIGNATION NO.	TAX MAP NO.	OWNER (NOW OR FORMERLY)	RECORDED INFORMATION
105	039-00-01-003	LOW COUNTRY GOLF INVESTORS INC.	DB853/249 PB:21/426
106	039-00-01-047	ANDREW BROWN, ETAL	ORB: 628/97 PB: 25/17
107	039-00-01-016	POWER GROUP, LLC	ORB: 618/42 PB: 30/298
109	039-00-01-018	SNYDER, MARK C & CHERI S TO MARGARET DOYLE	ORB:445/35 PB:17/137
110	039-00-01-019	SLF III HARDEEVILLE, LLC & SLF III SC EAST ARGENT, LLC	ORB: 645/96 PB: 30/374
111	039-00-01-020	SIMMONS, J THOMAS & LILLIE MAE	DB:87/423 PB:17/137
112	039-00-01-021	GERMAN, GERALD	S/D 051
113	039-00-01-022	GLEN FRAZIER & JAMES, MARY	NO DEED IN JASPER COUNTY
114	039-00-01-023	GERMAN, GERALD	DB:87/681 PB:25/359
115	039-00-01-026	STONE, DENNIS A SR. & WANDA MAREESE	DB:271/92 PB:20/13
145	038-00-01-003	UNITED STATES OF AMERICA	DB:162/92



PHASE 1 PORTION OF PARCEL 13

PHASE 2 PORTION OF PARCEL 12

SCHEDULE B - SECTION 2 EXCEPTIONS: FILE NO. 199998-0132A-ISSFR - EFFECTIVE DATE: JULY 29, 2015.

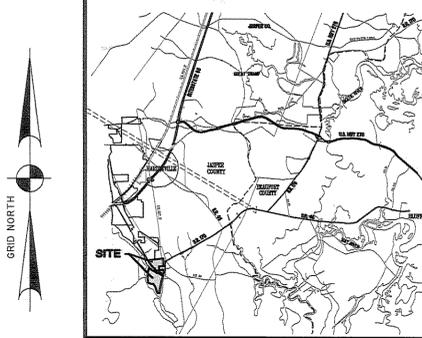
- DECLARATION OF RESTRICTIVE COVENANTS (WETLANDS-RIVERPORT PHASE I) RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 805 AT PAGE 386, AND ALL AMENDMENTS THEREOF (AFFECTS PARCEL 13)
- INTENTIONALLY DELETED
- DEVELOPMENT AGREEMENT (HARDEEVILLE TRACT) BY AND BETWEEN COPPER STATION HOLDINGS, LLC AND THE CITY OF HARDEEVILLE, SOUTH CAROLINA, RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 423 AT PAGE 1(AFFECTS ENTIRE TRACT); ASSIGNMENTS AND ASSUMPTION OF OWNER RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT RECORDED IN BOOK 430 AT PAGE 272(AFFECTS ENTIRE TRACT) AND BOOK 645 AT PAGE 10(AFFECTS ENTIRE TRACT); PARTIAL ASSIGNMENTS AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT RECORDED IN BOOK 645 AT PAGE 830(DUES NOT AFFECT); AND BOOK 702 AT PAGE 10(AFFECTS ENTIRE TRACT); COVENANT AND AGREEMENT RECORDED IN BOOK 708 AT PAGE 1200(DUES NOT AFFECT); AND FIRST AMENDMENT TO AND PARTIAL RESTATEMENT OF DEVELOPMENT AGREEMENT RECORDED IN BOOK 771 AT PAGE 1(AFFECTS ENTIRE TRACT)
- INTENTIONALLY DELETED
- EASEMENT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 879 AT PAGE 154(AFFECTS PARCEL 12)
- STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR JASPER COUNTY ORDINANCE NO. 2014-23 RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 888 AT PAGE 379(AFFECTS ENTIRE TRACT)
- WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 828 AT PAGE 150, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 491(AFFECTS PARCEL 12)
- WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 828 AT PAGE 142, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 490(NOT APPLICABLE)
- WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 828 AT PAGE 134, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 489(NOT APPLICABLE)
- WATER/UTILITY EASEMENT BY AND BETWEEN SLF III - HARDEEVILLE, LLC AND BEAUFORT-JASPER WATER & SEWER AUTHORITY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 828 AT PAGE 126, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 32 AT PAGE 488(AFFECTS PARCEL 12)
- INTENTIONALLY DELETED
- THIS POLICY AFFORDS ASSURANCE AS TO THE LOCATION OF THE BOUNDARY LINES OF THE LAND, BUT DOES NOT INSURE THE ENGINEERING CALCULATIONS IN CONNECTION WITH THE EXACT AMOUNT OF ACRES CONTAINED THEREIN
- PLAT ENTITLED "ALTA/ACSM LAND TITLE SURVEY OF THE HARDEEVILLE TRACT (5,136.83 ACRES) CONTAINING PARCELS A, B-1, B-2, C-1, I, 2, 4 THRU 13, AND THE 1.623 AC. SITE ALONG U.S. HIGHWAY NO. 17," CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, SAID PLAT BEING DATED 12/10/07, LAST REVISED 2/11/08, PREPARED BY THOMAS & HUTTON ENGINEERING CO., SAVANNAH, GEORGIA, CERTIFIED BY BOYCE L. YOUNG, S.C.R.L.S. (NO. 1079), AND RECORDED IN THE JASPER COUNTY RECORDS IN PLAT BOOK 30 AT PAGES 374-382 DISCLOSES THE FOLLOWING:
  - TO PARCEL 1:
  - DRAINAGE DITCH EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 84 AT PAGE 2148.(NOT APPLICABLE)
  - CHANNEL IMPROVEMENT EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 66 AT PAGE 128.(NOT APPLICABLE)
  - ROADWAYS ENTITLED "FORT HOWARD RD.," "TRAILER PARK SPUR.," "TRAILER PARK SPUR.," "GUMBO ROAD.," "WILLIAMS ROAD, AND "EARTH ROADS (TYPICAL).(NOT APPLICABLE)
  - 20' ACCESS EASEMENT TO THE 0.45 ACRE CEMETERY. (NOT APPLICABLE)
- TO PARCEL 6:
- 23 ACRE TOWER SITE # SVG 974-2, 20' ACCESS EASEMENT AND UTILITY EASEMENT ALONG EARTH ROAD PURSUANT TO THAT UNRECORDED OPTION TO LEASE DATED JULY 21, 2000 BETWEEN SOUTHWESTERN ENERGY SERVICES, L.P. AND AMEREN ENERGY SERVICES, L.P. (NOT APPLICABLE)
- ROADWAYS ENTITLED "DODGE TRAM RD.," "BOOKER ROAD," AND ALL REFERENCES TO "EARTH ROAD (TYPICAL)." (NOT APPLICABLE)
- TO PARCEL 7:
- ROADWAYS ENTITLED "DODGE TRAM RD.," AND "EARTH ROAD (TYPICAL)." (NOT APPLICABLE)
- TO PARCEL 8:
- ROADWAY ENTITLED "EARTH ROAD." (NOT APPLICABLE)
- TO PARCEL 10:
- ROADWAY ENTITLED "HILTON DODGE ROAD.(NOT APPLICABLE)
- TO PARCEL 12:
- CART PATH AND TEE BOX ENCROACHMENTS(AFFECTS TRACT AS SHOWN)
- ROADWAYS ENTITLED "CHISHOLM SPUR.," "CHISHOLM RD.," "OLD BAILEY RD.," AND "BAILEY SPUR." (AFFECTS TRACT AS SHOWN)
- TO PARCEL 13:
- RIGHTS OF OTHERS IN AND TO THE TITLE TO THAT PORTION OF THE LAND WITHIN THE BOUNDARY OF THE CEMETERY LOCATED ON THE LAND, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS, AND EGRESS THEREIN (AFFECTS TRACT AS SHOWN)
- ROADWAYS ENTITLED "OLD BAILEY ROAD.," "HOG PEN ROAD.," AND "EARTH ROAD (TYPICAL)." (AFFECTS TRACT AS SHOWN)
- TO PARCEL A:
- ROADWAYS ENTITLED "EARTH ROAD (TYPICAL)" AND "OLD TRAM ROAD." (NOT APPLICABLE)
- 60' ACCESS EASEMENT TO COASTAL CONCRETE INC. RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 154 AT PAGE 289.(NOT APPLICABLE)
- TO PARCELS B-1 AND B-2:
- ROADWAY ENTITLED "EARTH ROAD (TYPICAL)." (NOT APPLICABLE)
- TO PARCEL C-1:
- ROADWAY ENTITLED "EARTH ROAD (TYPICAL)." (NOT APPLICABLE)
- RIGHTS OF OTHERS IN AND TO ALL ROADWAYS MENTIONED ABOVE. (NOT APPLICABLE)
- TO PARCEL 1:
- DRAINAGE DITCH EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 84 AT PAGE 2148 (AS SHOWN ON PLAT CITED ABOVE AS ITEM -A).(NOT APPLICABLE)
- CHANNEL IMPROVEMENT EASEMENT RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 66 AT PAGE 128 (AS SHOWN ON PLAT CITED ABOVE AS ITEM -B).(NOT APPLICABLE)
- TO PARCEL A:
- 60' ACCESS EASEMENT TO COASTAL CONCRETE INC. RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 154 AT PAGE 289 (AS SHOWN ON PLAT CITED ABOVE AS ITEM -P).(NOT APPLICABLE)
- TO PARCEL B-1:
- EASEMENT TO SOUTH CAROLINA ELECTRIC & GAS COMPANY RECORDED IN THE JASPER COUNTY RECORDS IN BOOK 796 AT PAGE 476.(NOT APPLICABLE)
- THERE IS A SCRIVENER'S ERROR IN DEED FROM INTERNATIONAL PAPER REALTY CORPORATION TO COPPER STATION HOLDINGS, LLC, DATED DECEMBER 20, 2004 AND RECORDED IN THE JASPER COUNTY RECORDS IN DEED BOOK 309 AT PAGE 106, AND DEED FROM COPPER STATION HOLDINGS, LLC, TO JPR LAND CO, LLC, DATED MAY 19, 2006, AND RECORDED MAY 25, 2006 IN BOOK 430 AT PAGE 237, THE SCRIVENER'S ERROR IS LOCATED IN THE LEGAL DESCRIPTION FOR THE PLAT ENTITLED "PLAT OF HARDEEVILLE TRACT, PROPERTY OF INTERNATIONAL PAPER REALTY CORPORATION, BEING PORTIONS OF THE ARGENT LUMBER CO. TRACT, BOUNDARY MAP NUMBER 2, JASPER COUNTY, SOUTH CAROLINA." THE LEGAL SHOWS THE PLAT RECORDED IN PLAT VOLUME 27 AT PAGES 412-421; HOWEVER, THE PLAT IS RECORDED IN PLAT VOLUME 27 AT PAGES 416-421, JASPER COUNTY RECORDS.(AFFECTS PARCELS 12 AND 13)
- TO ALL PARCELS:
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE SUBSEQUENT TO FEBRUARY 11, 2008 THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.(AFFECTS ENTIRE TRACT)
- RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE JASPER COUNTY RECORDS.(AFFECTS ENTIRE TRACT)

RESPONSE TO ALTA TABLE A REQUIREMENTS 16-18, 20(a):

- RECENT CONSTRUCTION OF BORROW PITS ON PARCEL 13 AND THE CONSTRUCTION OF A RETENTION BASIN ON PARCEL 12 AS OF THE DATE OF FIELD SURVEY.
- RECENT CONSTRUCTION OF A PORTION OF ENTRANCE ROAD ON PARCEL 12 AS OF THE DATE OF FIELD SURVEY.
- NO OBSERVABLE EVIDENCE ON PARCELS OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AS OF THE DATE OF FIELD SURVEY; A PHASE I ENVIRONMENTAL ASSESSMENT BY NEWKIRK ENVIRONMENTAL, INC. DATED FEBRUARY 16, 2012 ALSO FOUND NO EVIDENCE OF THESE ITEMS.
- NO OBSERVABLE EVIDENCE OF IMPROVEMENTS WITHIN ANY OFFSITE EASEMENTS OR SERVICUTES BENEFITTING THE SURVEYED PROPERTY. NO RECORD DOCUMENTS PROVIDED TO THE SURVEYOR INDICATING THESE OFFSITE EASEMENTS OR SERVICUTES.

GENERAL NOTES:

- ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "T&H" UNLESS OTHERWISE NOTED.
- BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83).
- THE COMBINED STATE PLANE COORDINATED-SEA LEVEL REDUCTION FACTOR IS 1.0001164.
- THE PROPERTY IDENTIFICATION NUMBERS FOR THE PROPERTY PLATTED HEREON ARE: PARCEL 12 031-00-00-015.
- ALL WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES (SAC-2008-02176, LETTER DATED 2-5-13) & (SAC-2013-01004, LETTER DATED 11-21-13). LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATIONS AND APPROVAL.
- ONLY ABOVEGROUND, READILY VISIBLE UTILITIES AND STRUCTURES WERE LOCATED FOR THIS SURVEY. THOMAS & HUTTON ENGINEERING CO. MAKES NO GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NON-EXISTENCE OF ANY BELOW GROUND, NON-VISIBLE UTILITIES OR STRUCTURES.
- EARTH ROADS SHOWN WERE OBTAINED FROM PHOTOGRAPHY.
- ANYTHING SHOWN OUTSIDE THE BOUNDARIES OF THE PARTICULAR PARCELS PLATTED ARE FOR ILLUSTRATIVE PURPOSES ONLY.
- BORROW PIT LOCATIONS SHOWN LOCATED USING GPS TECHNOLOGY.
- THE TITLE COMMITMENT WAS FURNISHED BY "COMMONWEALTH LAND TITLE INSURANCE COMPANY", FILE NO. 199998-0052A-ISSFR, COMMITMENT EFFECTIVE DATE: JULY 29, 2015 AT 8:00 A.M.
- WITH REGARDS TO ALL PRIVATE/EARTH ROADS, "THOMAS & HUTTON IS NOT AWARE OF AN EASEMENT OR RECORDED RIGHT-OF-WAY WITH RESPECT TO THESE ROADS".
- CONFIRMATION OF SUCH PRIVATE/EARTH ROADS CAN BE REFERENCED FROM A LETTER TITLED "PUBLIC/PRIVATE ROADWAYS" DATED: JANUARY 11, 2008 FROM THE CITY OF HARDEEVILLE TO MR. GARY WIGGIN, VICE-PRESIDENT OF DEVELOPMENT, REED DEVELOPMENT, INC.
- PER A CULTURAL RESOURCE SURVEY PERFORMED BY BROCKINGTON AND ASSOCIATES IN JUNE 2009 AND A SITE VISIT BY U.S. FISH & WILDLIFE PERSONNEL IN 2008, NO VISIBLE EVIDENCE OF A CEMETERY WAS FOUND AT THIS LOCATION.
- THIS SURVEY DOES NOT CONSTITUTE A SUBDIVISION OF PARCEL 12 OR PARCEL 13.



This document and all reproducible copies of this document are the property of Thomas & Hutton. Reproduction of this document is not permitted without written consent of Thomas & Hutton unless this document becomes a matter of public record. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.



ALTA/ACSM CERTIFICATION

TO: SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 8, 11a, 13, 14, 16, 17, 18, 19, 20a OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 25, 2015.

*Handwritten signature and date: THOMAS & HUTTON 8-21-15*

WRIGHT C. POWERS, JR. LICENSE NO. 19895  
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR

ALTA/ACSM LAND TITLE SURVEY

PHASE 1 AND PHASE 2 BEING A PORTION OF PARCEL 12, PARCEL 13 AND A 1.623 ACRE PARCEL THE HARDEEVILLE TRACT

CITY OF HARDEEVILLE  
JASPER COUNTY SOUTH CAROLINA

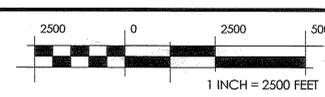
prepared for  
SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS

No.	Revision	By	Date

**THOMAS & HUTTON**  
Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way  
PO Box 2727  
Savannah, GA 31402-2727  
p 912.234.5300 f 912.234.2950

www.thomasandhutton.com



plat 8-21-15 drawn LPO reviewed WCP field JUNE 25, 2015 crew BJ

CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	11360.23'	109.44'	N 16°21'01" W	109.44'	0°33'04"
C2	11540.23'	805.66'	S 14°37'42" W	805.50'	4°00'00"
C3	11539.61'	654.56'	S 17°00'12" W	654.49'	3°15'00"
C4	11581.34'	99.35'	S 57°02'58" E	99.34'	0°30'00"
C5	5654.58'	199.30'	S 55°42'01" E	199.29'	2°01'00"
C6	5679.58'	2539.57'	S 41°52'51" E	2538.47'	25°37'09"
C7	11409.73'	99.60'	S 28°44'14" E	99.60'	0°30'01"
C8	11580.23'	460.28'	N 15°20'06" E	460.24'	2°19'02"
C9	11580.23'	104.56'	S 15°48'51" W	104.56'	0°31'35"

LINE	BEARING	LENGTH
L1	S 58°36'37" E	364.47'
L2	S 65°03'41" E	325.46'
L3	S 83°56'42" E	42.96'
L4	S 44°00'24" E	9.19'
L5	S 59°17'59" E	2.38'
L6	S 82°12'23" E	82.57'
L7	S 68°10'40" E	110.0'
L8	S 76°24'24" E	242.93'
L9	S 48°15'52" E	375.24'
L10	N 68°37'51" E	174.19'
L11	S 32°47'23" W	25.00'
L12	S 57°12'37" E	498.10'
L13	N 35°18'35" E	25.00'
L14	S 67°29'46" W	264.31'
L15	S 06°47'16" E	144.72'
L16	S 05°53'31" E	164.85'
L17	S 84°12'22" W	267.49'
L18	N 02°58'27" W	163.59'
L19	S 88°50'00" W	40.97'
L20	S 02°57'49" E	233.84'

- LEGEND**
- MEANDER POINT (NO MONUMENT)
  - CONCRETE MONUMENT (FOUND)
  - CONCRETE MONUMENT (SET)
  - IRON PIPE (FOUND)
  - IRON PIPE (SET)
  - IRON REBAR (FOUND)
  - IRON REBAR (SET)
  - FIRE HYDRANT
  - FLOOD LIGHT
  - GRATE INLET
  - IRRIGATION CONTROL VALVE
  - POST
  - POWER POLE
  - STORM DRAINAGE MANHOLE
  - SIGN
  - SANITARY MANHOLE
  - TELEPHONE BOX
  - WELL
  - WATER METER
  - WATER VALVE
  - CURB INLET MANHOLE
  - EXCEPTION REFERENCE
  - FENCE
  - EARTH ROAD (TYPICAL)
  - WETLANDS
  - WETLAND BUFFER
  - BORROW PIT

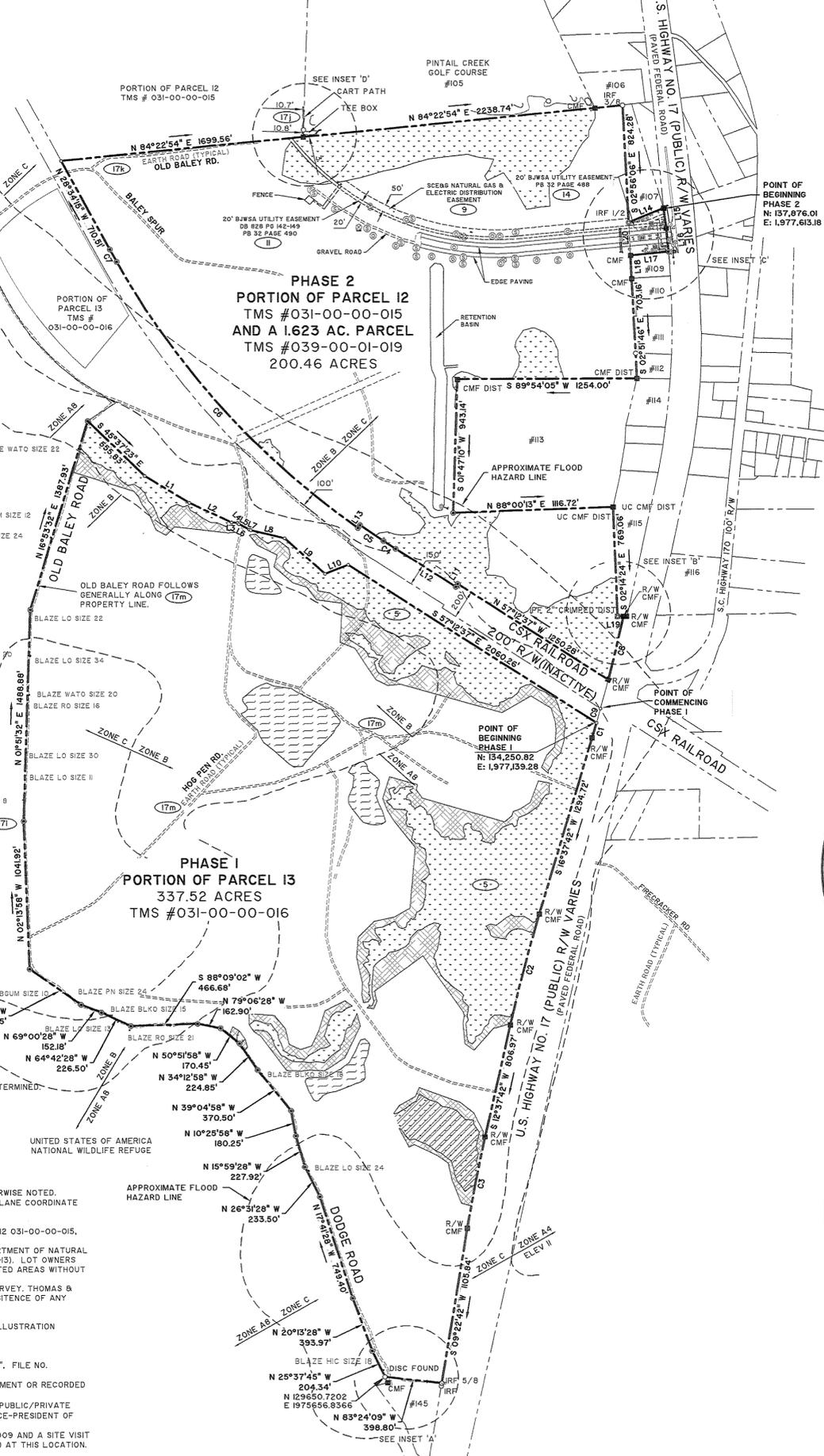
**FLOOD NOTE:**  
 ACCORDING TO F.I.R.M. NO. 45012 PANEL NO. 0175"D" REVISION SEPTEMBER 29, 1986. A PORTION OF THESE PARCELS FALL WITH A FLOOD HAZARD AREA.

**ZONE EXPLANATION OF ZONE DESIGNATIONS**

**A** AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.  
**B** AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVES FROM THE BASE FLOOD.  
**AI-A30** AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.  
**C** AREAS OF MINIMAL FLOODING.

**GENERAL NOTES:**

- ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "T&H" UNLESS OTHERWISE NOTED.
- BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83).
- THE COMBINED STATE PLANE COORDINATED-SEA LEVEL REDUCTION FACTOR IS 1.0001164.
- THE PROPERTY IDENTIFICATION NUMBERS FOR THE PROPERTY PLATTED HEREON ARE: PARCEL 12 031-00-00-015, PARCEL 13 031-00-00-016 AND PARCEL 1.623 AC. 039-00-01-019.
- ALL WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES (SAC-2008-02176, LETTER DATED 2-5-13) & (SAC-2013-01004, LETTER DATED 11-21-13). LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATIONS AND APPROVAL.
- ONLY ABOVEGROUND, READILY VISIBLE UTILITIES AND STRUCTURES WERE LOCATED FOR THIS SURVEY. THOMAS & HUTTON ENGINEERING CO. MAKES NO GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NON-EXISTENCE OF ANY BELOW GROUND, NON-VISIBLE UTILITIES OR STRUCTURES.
- EARTH ROADS SHOWN WERE DERIVED FROM AERIAL PHOTOGRAPHY.
- ANYTHING SHOWN OUTSIDE THE BOUNDARIES OF THE PARTICULAR PARCELS PLATTED ARE FOR ILLUSTRATION PURPOSES ONLY.
- LEGAL DESCRIPTIONS FOR ALL PARCELS CAN BE FOUND ON SHEET 2.
- BORROW PIT LOCATIONS SHOWN LOCATED USING GPS TECHNOLOGY.
- THE TITLE COMMITMENT WAS FURNISHED BY "COMMONWEALTH LAND TITLE INSURANCE COMPANY", FILE NO. 199998-00132A-155FR, COMMITMENT EFFECTIVE DATE: JULY 29, 2015 AT 8:00 A.M.
- WITH REGARDS TO ALL PRIVATE/EARTH ROADS, "THOMAS & HUTTON IS NOT AWARE OF AN EASEMENT OR RECORDED RIGHT-OF-WAY WITH RESPECT TO THESE ROADS".
- CONFIRMATION OF SUCH PRIVATE/EARTH ROADS CAN BE REFERENCED FROM A LETTER TITLED "PUBLIC/PRIVATE ROADWAYS" DATED: JANUARY 11, 2008 FROM THE CITY OF HARDEEVILLE TO MR. GARY WIGGIN, VICE-PRESIDENT OF DEVELOPMENT, REED DEVELOPMENT, INC.
- PER A CULTURAL RESOURCE SURVEY PERFORMED BY BRICKINGTON AND ASSOCIATES IN JUNE 2009 AND A SITE VISIT BY U.S. FISH & WILDLIFE PERSONNEL IN 2008, NO VISIBLE EVIDENCE OF A CEMETERY WAS FOUND AT THIS LOCATION.
- THIS SURVEY DOES NOT CONSTITUTE A SUBDIVISION OF PARCEL 12 OR PARCEL 13.

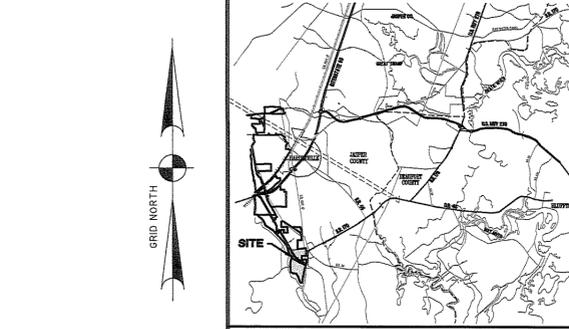
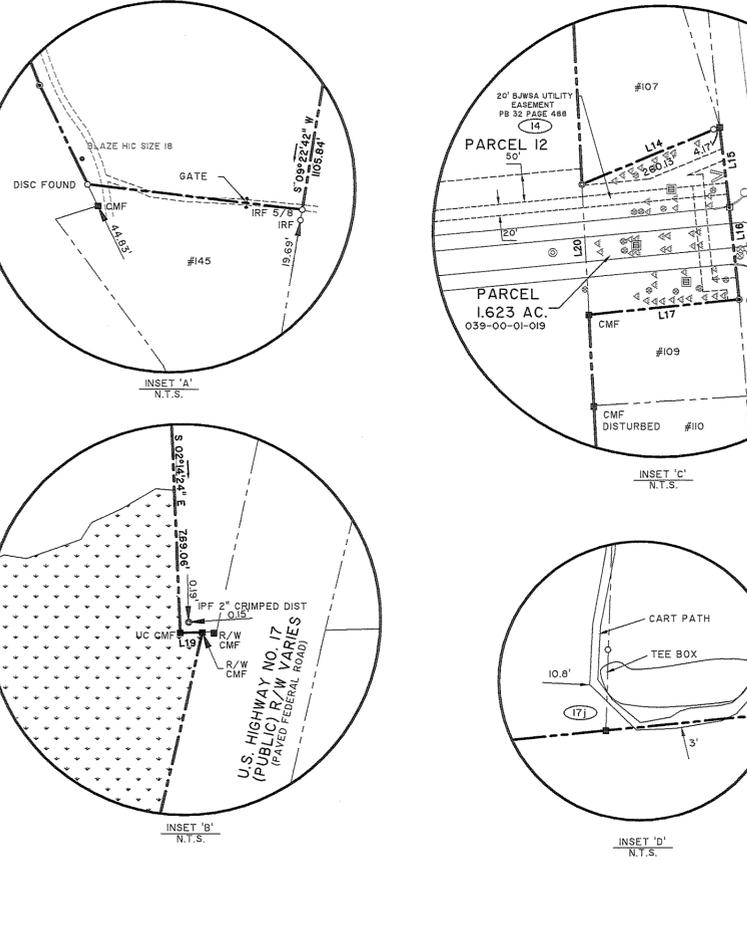


**PHASE 1 PROPERTY DESCRIPTION**

COMMENCING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF CSX RAILROAD 200' RIGHT OF WAY (INACTIVE) AND THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 17; THENCE ALONG SAID ROAD RIGHT OF WAY; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 104.56 FEET, A RADIUS OF 11360.23 FEET, A CHORD LENGTH OF 104.56 FEET, AND A CHORD BEARING S 15°48'51" W TO THE POINT OF BEGINNING; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 109.44 FEET, A RADIUS OF 11540.23 FEET, A CHORD LENGTH OF 109.44 FEET, AND A CHORD BEARING S 17°00'12" W TO A CONCRETE MONUMENT FOUND; THENCE S 16°37'42" W A DISTANCE OF 1294.72 FEET TO A CONCRETE MONUMENT FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 805.50 FEET, A RADIUS OF 11539.61 FEET, A CHORD LENGTH OF 805.50 FEET, AND A CHORD BEARING S 14°37'42" W, TO A CONCRETE MONUMENT FOUND; THENCE S 12°37'42" W A DISTANCE OF 654.49 FEET TO A POINT; THENCE WITH THE ARC OF A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 654.49 FEET, A RADIUS OF 11581.34 FEET, A CHORD LENGTH OF 654.49 FEET, AND A CHORD BEARING S 57°02'58" E TO A CONCRETE MONUMENT FOUND; THENCE S 09°22'42" W A DISTANCE OF 105.84 FEET TO A 5/8" IRON REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY THENCE N 16°21'01" W A DISTANCE OF 398.90 FEET TO A DISK FOUND AND BEING THE PROPERTY ALONG THE UNITED STATES OF AMERICA NATIONAL WILDLIFE REFUGE; THENCE NORTHERLY ALONG SAID PROPERTY N 25°37'45" W A DISTANCE OF 204.34 FEET TO AN IRON PIPE FOUND; THENCE N 20°15'28" W A DISTANCE OF 393.97 FEET TO AN IRON PIPE FOUND; THENCE N 17°41'28" W A DISTANCE OF 749.40 FEET TO AN IRON PIPE FOUND; THENCE N 26°37'29" W A DISTANCE OF 183.40 FEET TO AN IRON PIPE FOUND; THENCE N 18°59'29" W A DISTANCE OF 227.92 FEET TO AN IRON PIPE FOUND; THENCE N 10°25'58" W A DISTANCE OF 180.25 FEET TO AN IRON PIPE FOUND; THENCE N 39°04'58" W A DISTANCE OF 370.50 FEET TO AN IRON PIPE FOUND; THENCE N 34°12'58" W A DISTANCE OF 224.85 FEET TO AN IRON PIPE FOUND; THENCE N 50°51'58" W A DISTANCE OF 170.45 FEET TO AN IRON PIPE FOUND; THENCE N 70°00'28" W A DISTANCE OF 162.90 FEET TO AN IRON PIPE FOUND; THENCE S 88°09'02" W A DISTANCE OF 466.68 FEET TO AN IRON PIPE FOUND; THENCE N 64°42'28" W A DISTANCE OF 226.50 FEET TO AN IRON PIPE FOUND; THENCE N 69°00'28" W A DISTANCE OF 152.18 FEET TO AN IRON PIPE FOUND; THENCE N 55°00'58" W A DISTANCE OF 438.65 FEET TO AN IRON PIPE FOUND; THENCE N 02°51'46" E A DISTANCE OF 1041.92 FEET TO AN IRON PIPE FOUND; THENCE N 01°51'32" E A DISTANCE OF 1488.88 FEET TO AN IRON PIPE FOUND; THENCE N 18°53'32" E A DISTANCE OF 1587.93 FEET TO AN IRON PIPE FOUND; THENCE LEAVING SAID PROPERTY S 45°37'23" E A DISTANCE OF 555.83 FEET TO A POINT; THENCE S 58°36'37" E A DISTANCE OF 364.47 FEET TO A POINT; THENCE S 65°03'41" E A DISTANCE OF 325.46 FEET TO A POINT; THENCE S 83°56'42" E A DISTANCE OF 42.96 FEET TO A POINT; THENCE S 44°00'24" E A DISTANCE OF 9.19 FEET TO A POINT; THENCE S 59°17'59" E A DISTANCE OF 2.38 FEET TO A POINT; THENCE S 82°12'23" E A DISTANCE OF 82.57 FEET TO A POINT; THENCE S 68°10'40" E A DISTANCE OF 110.0 FEET TO A POINT; THENCE S 76°24'24" E A DISTANCE OF 242.93 FEET TO A POINT; THENCE S 48°15'52" E A DISTANCE OF 375.24 FEET TO A POINT; THENCE N 68°37'51" E A DISTANCE OF 174.19 FEET TO A POINT; THENCE S 32°47'23" W A DISTANCE OF 25.00 FEET TO A POINT; THENCE S 57°12'37" E A DISTANCE OF 498.10 FEET TO A POINT; THENCE N 35°18'35" E A DISTANCE OF 25.00 FEET TO A POINT; THENCE S 67°29'46" W A DISTANCE OF 264.31 FEET TO A POINT; THENCE S 06°47'16" E A DISTANCE OF 144.72 FEET TO A POINT; THENCE S 05°53'31" E A DISTANCE OF 164.85 FEET TO A POINT; THENCE S 84°12'22" W A DISTANCE OF 267.49 FEET TO A POINT; THENCE N 02°58'27" W A DISTANCE OF 163.59 FEET TO A POINT; THENCE S 88°50'00" W A DISTANCE OF 40.97 FEET TO A POINT; THENCE S 02°57'49" E A DISTANCE OF 233.84 FEET TO SAID POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND CONTAINING 337.52 ACRES.

**PHASE 2 PROPERTY DESCRIPTION**

BEGINNING AT A CONCRETE MONUMENT ON THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 170; THENCE ALONG SAID RIGHT OF WAY S 06°47'16" E A DISTANCE OF 144.72 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 05°53'31" E A DISTANCE OF 164.85 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 84°12'22" W A DISTANCE OF 267.49 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 02°58'27" E A DISTANCE OF 163.59 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 02°51'46" E A DISTANCE OF 1041.92 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 88°09'02" W A DISTANCE OF 466.68 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 01°51'32" E A DISTANCE OF 1488.88 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 01°47'10" W A DISTANCE OF 943.14 FEET TO AN IRON PIPE FOUND; THENCE N 88°00'13" E A DISTANCE OF 116.72 FEET TO A CONCRETE MONUMENT FOUND; THENCE S 02°14'24" E A DISTANCE OF 769.06 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 88°50'00" E A DISTANCE OF 40.97 FEET TO A CONCRETE MONUMENT FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 460.28 FEET, A RADIUS OF 11360.23 FEET, A CHORD LENGTH OF 460.28 FEET, AND A CHORD BEARING S 13°20'06" W TO A CONCRETE MONUMENT FOUND ON THE NORTHERLY RIGHT OF WAY OF CSX RAILROAD 200' RIGHT OF WAY (INACTIVE) THENCE LEAVING SAID ROAD RIGHT OF WAY AND ALONG SAID CSX RIGHT OF WAY N 57°12'37" W A DISTANCE OF 1250.28 FEET TO AN IRON PIPE FOUND; THENCE S 32°47'23" W A DISTANCE OF 25.00 FEET TO AN IRON PIPE FOUND; THENCE N 57°12'37" W A DISTANCE OF 498.10 FEET TO AN IRON PIPE FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 99.35 FEET, A RADIUS OF 11581.34 FEET, A CHORD LENGTH OF 99.34 FEET, AND A CHORD BEARING N 57°02'58" W, TO AN IRON PIPE FOUND; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 189.29 FEET, A RADIUS OF 11360.23 FEET, A CHORD LENGTH OF 189.30 FEET, A RADIUS OF 5654.58 FEET, A CHORD LENGTH OF 189.29 FEET, AND A CHORD BEARING N 55°42'01" W, TO AN IRON PIPE FOUND; THENCE S 35°18'35" W A DISTANCE OF 25.00 FEET TO AN IRON PIPE FOUND; THENCE WITH THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 2539.57 FEET, A RADIUS OF 5679.58 FEET, A CHORD LENGTH OF 2538.47 FEET, AND A CHORD BEARING N 41°52'51" W, TO AN IRON PIPE FOUND; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 99.60 FEET, A RADIUS OF 11409.73 FEET, A CHORD LENGTH OF 99.60 FEET, AND A CHORD BEARING N 28°44'14" W, TO AN IRON PIPE FOUND; THENCE N 28°34'15" W A DISTANCE OF 710.51 FEET TO A POINT; THENCE LEAVING CSX RIGHT OF WAY N 84°22'54" E A DISTANCE OF 1699.56 FEET TO A CONCRETE MONUMENT FOUND; THENCE N 84°22'54" E A DISTANCE OF 2238.74 FEET TO A 3/8" IRON REBAR FOUND; THENCE S 02°56'06" E A DISTANCE OF 824.28 FEET TO AN IRON PIPE FOUND; THENCE N 67°29'46" E A DISTANCE OF 264.31 FEET TO SAID POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND CONTAINING 200.46 ACRES.



This document and all reproducible copies of this document are the property of Thomas & Hutton. Reproduction of this document is not permitted without written consent of Thomas & Hutton unless this document becomes a matter of public record. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

**THOMAS & HUTTON ENGINEERING CO.**  
 No. 00285  
 No. 18895

**ALTA/ACSM CERTIFICATION**  
 TO: SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 6, 10, 13, 14, 16, 17, 18, 19 & 20a OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 25, 2015.

*Wright C. Powers, Jr.* 8-21-15  
 WRIGHT C. POWERS, JR. LICENSE NO. 19895  
 SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR

**ALTA/ACSM LAND TITLE SURVEY**

**PHASE 1 AND PHASE 2 BEING A PORTION OF PARCEL 12, PARCEL 13 AND A 1.623 ACRE PARCEL THE HARDEEVILLE TRACT**

CITY OF HARDEEVILLE  
 JASPER COUNTY SOUTH CAROLINA

prepared for  
**SLF III - HARDEEVILLE, LLC, A TEXAS LIMITED LIABILITY COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY AND BANK OF THE OZARKS, ITS SUCCESSORS AND ASSIGNS**

No.	Revision	By	Date

**THOMAS & HUTTON**  
 Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way  
 PO Box 2727  
 Savannah, GA 31402-2727  
 p 912.234.5300 f 912.234.2950

www.thomasandhutton.com

500 0 500 1000  
 1 INCH = 500 FEET

plat 8-21-15 drawn LPO reviewed WCP field JUNE 25, 2015 crew BJ

job 25660 SHEET 2 OF 2

**ORDINANCE NO. 2018/ \_\_\_\_**

**AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$1,027,757 FROM THE 2% LOCAL HOSPITALITY TAX FUNDS TO THE COUNTY GENERAL FUND FOR IMPROVEMENTS TO THE FACTORY CREEK BOAT RAMP**

**WHEREAS**, the Factory Creek Boat Ramp (“Boat Ramp”) on Lady’s Island is one of the most popular water access points in the County; and

**WHEREAS**, the Boat Ramp was last improved in 1990 and those improvements have reached the end of their useful life; and

**WHEREAS**, the current condition of the ramp fails to meet the demands for water access at this location during peak times; and

**WHEREAS**, the proposed improvements provide for increase parking capacity and improved traffic flow; and

**WHEREAS**, a South Carolina Five Coastal County Boat Ramp Study from 2007 recommended expanding the Boat Ramp to meet projected demand; and

**WHEREAS**, County Council previously approved \$630,000.00 from Hospitality Tax funds for the Factory Creek Boat Landing design, permitting and improvements, however, additional funds are needed to cover the construction costs; and

**WHEREAS**, the City of Beaufort has committed \$70,000.00 to the project; and

**WHEREAS**, the August 27, 2018 Finance Committee voted to recommend approval to County Council of the requested additional \$764,420.00 from the local Hospitality Tax funds; and

**WHEREAS**, the Boat Ramp and its associated docks are recreational facilities; and

**WHEREAS**, the Boat Ramp provides river access.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council that a transfer in the amount not to exceed \$1,027,757.00 is hereby authorized from the 2% Local Hospitality Tax Fund to the General Fund for the purpose of construction of improvements to the Factory Creek Boat Ramp on Lady’s Island.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

---

Thomas J. Keaveny, II  
Interim County Administrator  
County Attorney

ATTEST:

---

Connie L. Schroyer, Clerk to Council

First Reading: September 24, 2018

Second Reading: October 8, 2018

Public Hearing:

Third and Final Reading:

**RESOLUTION 2018 /**

**A RESOLUTION OF THE BEAUFORT COUNTY COUNCIL AUTHORIZING HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT TO DIMINISH ITS SERVICE AREA BOUNDARIES PURSUANT TO § 6-11-460, *SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED***

**WHEREAS**, Hilton Head No. 1 Public Service District (“HHPSD”) is a public service district providing waterworks and sewerage services on Hilton Head Island, South Carolina; and

**WHEREAS**, a parcel of real estate located on Hilton Head Island consisting of approximately 2.18 acres known as Beaufort County Tax Map Number R510-010-000-0361-0000 exists within the current service area boundaries of HHPSD to which HHPSD is unable to provide water or sewer service to (the “Removed Service Area”); and

**WHEREAS**, the owner of the Removed Service Area and HHPSD desire for the Removed Service Area to be removed from the service area boundaries of HHPSD; and

**WHEREAS**, On August 28, 2018 HHPSD adopted a Resolution Authorizing the Diminishment of Hilton Head No. 1 Public Service District’s Existing Service Area and Authorizing a Petition to the County Council of Beaufort County Pursuant to Section 6-11-430, *Code of Laws of South Carolina, 1976*, as amended; and

**WHEREAS**, HHPSD submitted its Petition of Hilton Head No. 1 Public Service District to the Governing Body of Beaufort County, South Carolina Pursuant to Title 6, Chapter 11, Article 3 of the *Code of Laws of South Carolina, 1976*, as amended (the “Petition”); and

**WHEREAS**, the Petition requests for Beaufort County Council to authorize HHPSD to diminish its service area boundaries by removing the Removed Service Area on the grounds that HHPSD is unable to provide water or sewer service to the Removed Service Area, which is shown and described on the Exhibit “A” attached hereto and incorporated herein; and

**WHEREAS**, a public hearing on the diminishment was held after proper notice pursuant to §6-11-440 *Code of Laws of South Carolina*, 1976, as amended; and

**WHEREAS**, Beaufort County Council hereby approves and adopts the diminishment of the service area boundaries of HHPSD by removal of the Removed Service Area.

**NOW, THEREFORE**, Beaufort County Council hereby adopts the following Resolution:

*Section 1:* The Removed Service Area shown on the attached Exhibit A is removed from the service area boundaries of HHPSD.

*Section 2:* The Beaufort County Auditor, Assessor and Treasurer shall make appropriate entries in their respective records reflecting the reconstituted boundaries of the HHPSD service area boundaries.

*Section 2:* Beaufort County is authorized to take such other or further action as may be necessary to complete the actions authorized hereby.

Adopted by County Council of Beaufort County, South Carolina.

This \_\_\_\_ day of October, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Connie L. Schroyer, Clerk to Council



0 0.015 0.03 0.06 Miles



### Hilton Head Public Service District Old House Cay

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. Hilton Head Public Service District assumes no liability for its accuracy or state of completion.



**EXHIBIT A p 1**



0 0.03250.065 0.13 Miles



### Hilton Head Public Service District Old House Cay

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. Hilton Head Public Service District assumes no liability for its accuracy or state of completion.



# EXHIBIT A p 2

## A RESOLUTION

### AUTHORIZING THE DIMINISHMENT OF HILTON HEAD NO.1 PUBLIC SERVICE DISTRICT'S EXISTING SERVICE AREA AND AUTHORIZING A PETITION TO THE COUNTY COUNCIL OF BEAUFORT COUNTY PURSUANT TO SECTION 6-11-430, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

**BE IT RESOLVED** by the Hilton Head No.1 Public Service District Commission, in a meeting duly assembled:

#### ARTICLE I - FINDINGS OF FACT

##### Section 1.01

Incident to the adoption of this resolution (this "**Resolution**"), the Hilton Head No. 1 Public Service District Commission (the "**Commission**"), the governing body of the Hilton Head No. 1 Public Service District, South Carolina (the "**District**"), has made the following findings of fact:

1. The District was created and established as a body politic and and corporate pursuant to Act No. 596 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1969, as amended. The District is located wholly within Beaufort County, South Carolina (the "**County**") and was established for the purpose of providing waterworks and sewerage services within the boundaries of the District;

2. The service and taxing area for District's water and sewer system (the "**System**") is located in the northeastern portion of the Town of Hilton Head Island, which borders the Atlantic Ocean. The original service area of the District has increased over time and presently includes that portion known as Port Royal Plantation and extends westward in a band across the middle of the island through Indigo Run Plantation and Hilton Head Plantation almost to the other side of the island. A map of the District's current service territory as generally described above is attached hereto as Exhibit A (the "**Existing Service Area**").

3. It has recently come to the attention of the District that there exists an area within its Existing Service Area where the District is unable to provide service.

4. The District seeks to diminish its Existing Service Area by approximately 2.18 acres of property -- removing an area generally identifiable as parcel number R510-010-000-0361-0000 (the "**Removed Area**").

5. Pursuant to Title 6, Chapter 11, Article 3 of the Code of Laws of South Carolina, 1976, as amended (the "**Enabling Act**"), the County, as provided in Section 6-11-420 of the Enabling Act, is "authorized by this article to...diminish...any existing special purpose districts located within such county...by the procedure prescribed in this article."

6. By and through such authorization, the District is seeking the authorization of the County to diminish its Existing Service Area to exclude the Removed Area. A map of the the

Removed Area is attached hereto as Exhibit B.

7. The Commission adopts this Resolution to evidence the Commission's desire to remove from its service area the boundaries of the Removal Area.

8. In keeping with the Findings of Fact set forth above, the Commission authorizes the execution and delivery of a petition to the Beaufort County Council, the governing body of the County (the "County Council) with regard to the diminishment of its service area.

ARTICLE II - SUBMISSION OF PETITION

Section 2.01

It is found and determined that each statement of fact set forth in the Article I of this Resolution is in all respects true and correct.

Section 2.02

A petition, in a form substantially similar to that form attached hereto as Exhibit C, shall be presented to the County Council in accordance with and for the purposes set forth in this Resolution and the Enabling Act; said petition shall be executed by the Chairman of the Commission or the General Manager of the District and forwarded to the Clerk to County Council. In the absence of the Chairman of the Commission, the Vice Chairman of the Commission shall be authorized to sign on his behalf.

DONE IN A MEETING DULY ASSEMBLED, this 28th day of August, 2018.

W. Robert Mause  
Chairman  
Hilton Head No.1 Public Service District Commission

(SEAL)

Attest:

Daniel McGee  
Secretary  
Hilton Head No.1 Public Service District Commission

# EXHIBIT A – Existing Service Area

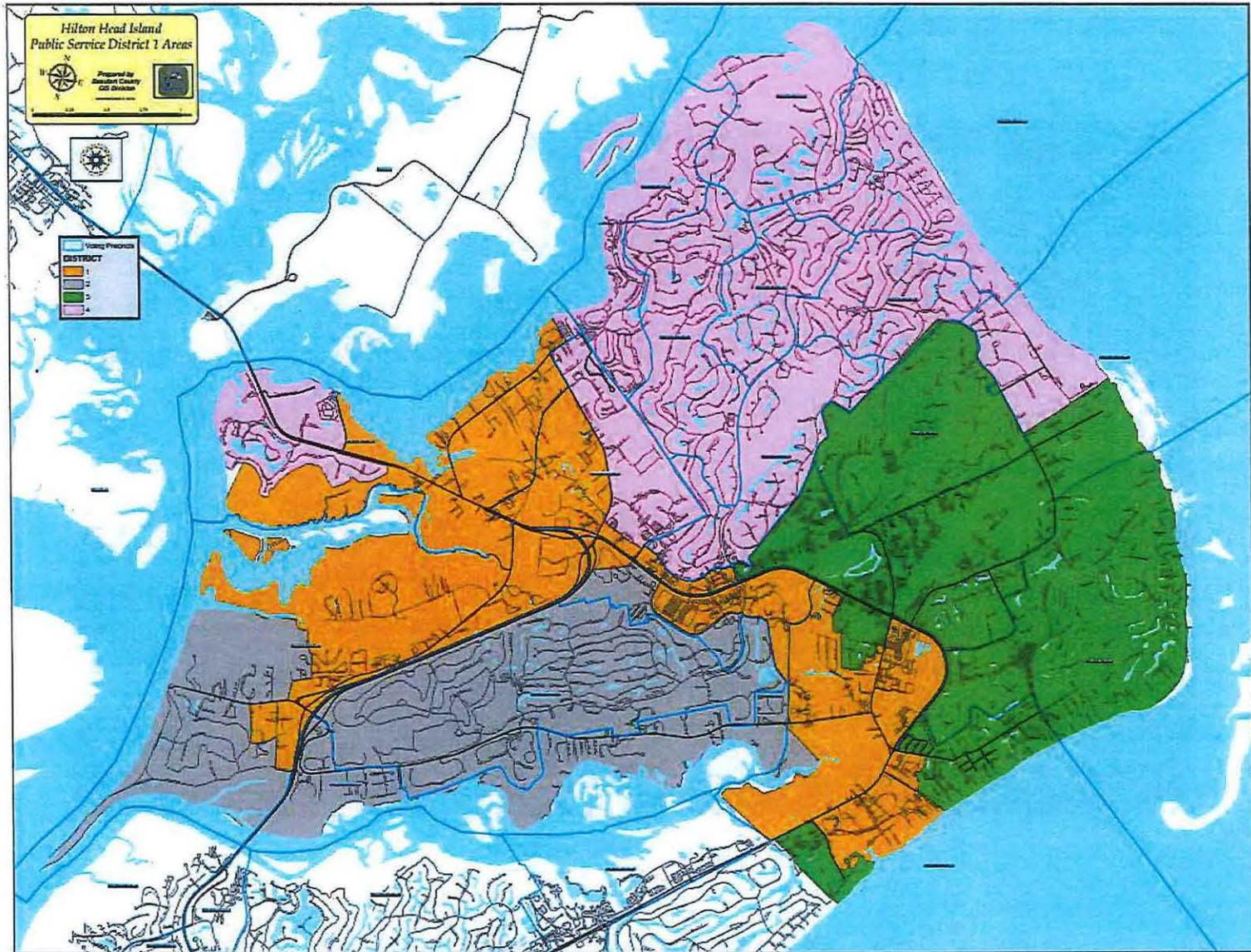


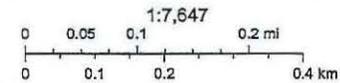
EXHIBIT B – The Removed Area

R510 010 000 0361 0000



July 31, 2018

- Streets
- Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

The information and images contained on this web site are for viewing and informational purposes only. Although much of the data is compiled from official sources, such as deeds and plats, it is not intended to be used as such. Please contact the appropriate Beaufort County Office for official or original documents.

## EXHIBIT C – Petition to County Council

### PETITION OF HILTON HEAD NO.1 PUBLIC SERVICE DISTRICT COMMISSION TO THE GOVERNING BODY OF BEAUFORT COUNTY, SOUTH CAROLINA PURSUANT TO TITLE 6, CHAPTER 11, ARTICLE 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

1. The Hilton Head No.1 Public Service District, South Carolina (the “District”) was created and established as a body politic and and corporate pursuant to Act No. 596 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1969, as amended. The District is located wholly within Beaufort County, South Carolina (the “County”) and was established for the purpose of providing waterworks and sewerage services within the boundaries of the District.

2. The service and taxing area for District’s water and sewer system (the “*System*”) is located in the northeastern portion of the Town of Hilton Head Island, which borders the Atlantic Ocean. The original service area of the District has increased over time and presently includes that portion known as Port Royal Plantation and extends westward in a band across the middle of the island through Indigo Run Plantation and Hilton Head Plantation almost to the other side of the island. A map of the District’s current service territory as generally described above is attached hereto as Exhibit A (the “Existing Service Area”).

3. It has recently come to the attention of the District that there exists an area within its Existing Service Area where the District is unable to provide service.

4. The District seeks to diminish its Existing Service Area by approximately 2.18 acres of property -- removing an area generally identifiable as parcel number R510-010-000-0361-0000 (the “Removed Area”).

5. Pursuant to Title 6, Chapter 11, Article 3 of the Code of Laws of South Carolina, 1976, as amended (the “Enabling Act”), the County, as provided in Section 6-11-420 of the Enabling Act, is “authorized by this article to...diminish...any existing special purpose districts located within such county...by the procedure prescribed in this article.”

6. By and through such authorization, the District is seeking the authorization of the County to diminish its Existing Service Area to exclude the Removed Area. A map of the Removed Area is attached hereto as Exhibit B.

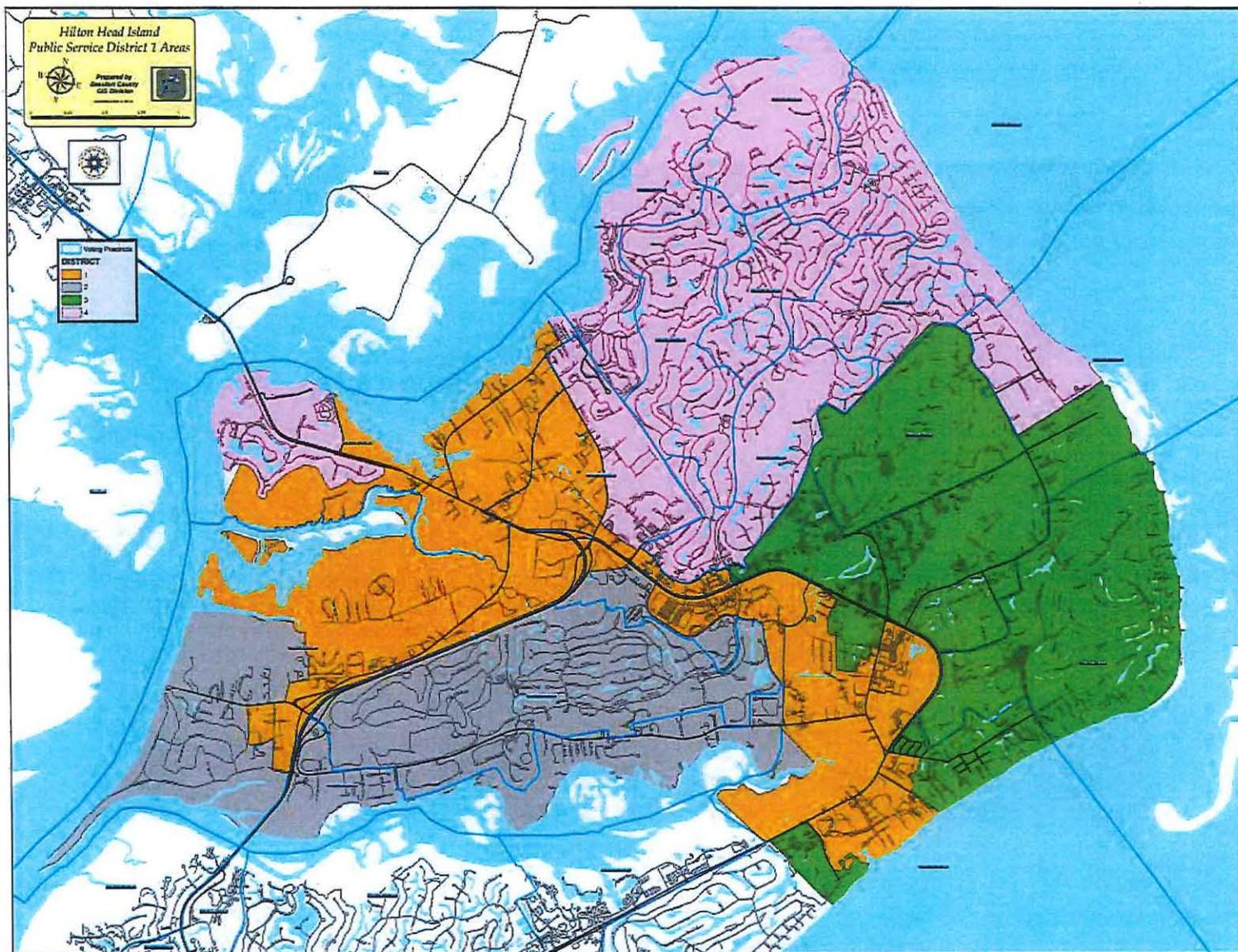
7. Pursuant to the Enabling Act, if the County Council, in consideration of this petition, determines that it may be in the best interest of the District to diminish its service area and remove service in the Removal Area, the County Council may order a public hearing to be held upon the questions of diminishing the District’s service area.

**WHEREFORE**, as provided in a resolution of the Commission dated August 28<sup>th</sup>, 2018, the Commission prays that the County Council order a public hearing to be held in the County on the questions of whether and to what extent the District shall diminish its service area to remove the Removed Area from its taxing boundaries.

**Hilton Head No.1 Public Service District  
Commission, South Carolina**

By: W. Robert Maune  
Chairman

# EXHIBIT A – Existing Service Area



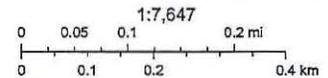
# EXHIBIT B – the Removed Area

R510 010 000 0361 0000



July 31, 2018

- Streets
- ▭ Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

The information and images contained on this web site are for viewing and informational purposes only. Although much of the data is compiled from official sources, such as deeds and plats, it is not intended to be used as such. Please contact the appropriate Beaufort County Office for official or original documents.



0 0.015 0.03 0.06 Miles



### Hilton Head Public Service District Old House Cay

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. Hilton Head Public Service District assumes no liability for its accuracy or state of completion.



**EXHIBIT A p 1**



0 0.03250.065 0.13 Miles



### Hilton Head Public Service District Old House Cay

This information has been compiled from a variety of unverified general sources at various times and as such is intended to be used only as a guide. Hilton Head Public Service District assumes no liability for its accuracy or state of completion.



# EXHIBIT A p 2

PUBLIC NOTICE County Council of Beaufort County hereby notifies all interested citizens that a public hearing will be held at Monday October 22, 2018 beginning at 6:00 p.m. at Hilton Head Island Branch Library, 11 Beach City Road, South Carolina for the purpose of receiving public comment regarding a petition by Hilton Head No. 1 Public Service District to diminish its existing service area boundaries by removing a parcel of property consisting of approximately 2.18 acres (Tax Map No. R510-010-000-0361-0000) because the District is unable to provide water or sewer service to the parcel.