

COUNTY COUNCIL OF BEAUFORT COUNTY  
 ADMINISTRATION BUILDING  
 BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
 100 RIBAUT ROAD  
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STEWART H. RODMAN  
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D. PAUL SOMMERVILLE  
 VICE CHAIRMAN

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 MARK LAWSON  
 LAWRENCE P. MCELYNN  
 JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS  
 COUNTY ADMINISTRATOR

SARAH W. BROCK  
 CLERK TO COUNCIL

AGENDA

COUNTY COUNCIL OF BEAUFORT COUNTY  
 REGULAR SESSION

Monday, June 17, 2019

6:00 p.m.

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

1. **CALL TO ORDER REGULAR SESSION** – Chairman Stu Rodman 6:00 p.m.
2. **PLEDGE OF ALLEGIANCE AND INVOCATION** – Chairman Rodman
3. **APPROVAL OF AGENDA**
4. **CITIZEN COMMENTS** [*See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes and comments must pertain to items on the Agenda.*]
5. **PRESENTATION**
  - A. Disabilities and Special Needs – *Dave Thomas, Purchasing Director*
6. **CONSENT AGENDA**
  - A. **Approval of May 28, 2019 Council Meeting Minutes** (backup)
  - B. **Items Originating from the Public Facilities Committee – Councilman Flewelling**
    1. **Third Reading of an ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County** (backup)
      1. Consideration of third and final reading on June 17, 2019
      2. Public hearing on June 10, 2019
      3. Second reading approved on June 10, 2019 / Vote 10:0
      4. First reading approved on May 28, 2019 / Vote 9:0
      5. Public Facilities Committee recommended approval on May 6, 2019 / Vote 10:0
    2. **Third Reading of an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the “Barn Site”** (backup)
      1. Consideration of third and final reading on June 17, 2019
      2. Public hearing on June 10, 2019



3. Second reading approved on June 10, 2019 / Vote 8:2
4. First reading approved on May 28, 2019 / Vote 9:0
5. Public Facilities Committee recommended approval on April 1, 2019 / Vote 6:1

**3. Third Reading of an ordinance authorizing approval of a lease agreement for The Lind Brown Center (backup)**

1. Consideration of third and final reading on June 17, 2019
2. Public hearing on June 10, 2019
3. Second reading approved on June 10, 2019 / Vote 10:0
4. First reading approved on May 28, 2019 / Vote 9:0
5. Public Facilities Committee recommended approval on May 6, 2019 / Vote 10:0

**C. Items Originating from the Finance Committee – Councilman Passiment**

**1. Approval of an increase in the Technical College of the Lowcountry’s loan amount by \$500,000 for the expansion of their Culinary Training Kitchen**

1. Finance Committee recommended approval on June 3, 2019 / Vote 9:0

**2. Approval of DSN Contract Renewal (backup)**

1. Consideration of adoption on June 17, 2019
2. Finance committee recommended adoption on June 3, 2019 / Vote 10:0

**D. Items Originating from the Natural Resources Committee – Councilwoman Howard**

**1. Third Reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU) (backup)**

1. Consideration of third and final reading on June 17, 2019
2. Public hearing on June 10, 2019
3. Second reading approved on June 10, 2019 / Vote 9:1
4. First reading approved on May 28, 2019 / Vote 9:0
5. Natural Resources Committee recommended approval on May 20, 2019 / Vote 7:1

**E. Items Originating from the Executive Committee – Chairman Rodman**

**1. Second Reading of an ordinance amending the 2008 development agreement and PUD (backup)**

1. Consideration of second reading on June 17, 2019
2. Public Hearing – Monday, July 22, 2019, 6:00 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 May 28, 2019 / Vote 8:1

**2. Second Reading of an ordinance to authorize the Administrator to execute an amended lease agreement for the Marshside Mama’s building to include the adjacent General Store square footage and to also terminate the existing lease agreement for the General Store space (backup)**

1. Consideration of second reading on June 17, 2019
2. Public Hearing – Monday, July 22, 2019, 6:00 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 June 10, 2019 / Vote 10:0

## **7. PUBLIC HEARINGS**

### **A. Items Originating from the Public Facilities Committee – Councilman Flewelling**

1. **Second Reading and Public Hearing of an ordinance approving the lease of Bob Jones Property** (backup)
  1. Public Hearing – Monday, June 17, 2019, 6:00 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  2. Consideration on second reading on June 17, 2019
  3. First reading approved on June 10, 2019 / Vote 10:0
  4. Public Facilities Committee recommended approval on June 3, 2019 / Vote 8:0

### **B. Items Originating from the Finance Committee – Councilman Passiment**

1. **Second Reading and Public Hearing of an ordinance to appropriate funds not to exceed \$114,450.00 from the 3% local accommodations tax funds to the county general fund to provide support for the 2019 Dixie Junior Boys and Dixie Boys World Series Baseball Event** (backup)
  1. Public Hearing – Monday, June 17, 2019, 6:00 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  2. Consideration of second reading on June 17, 2019
  3. First reading approved on June 10, 2019 / Vote 10:0
  4. Finance Committee recommended approval on May 28, 2019 / Vote 9:0
2. **Second Reading and Public Hearing of an ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2019 and ending June 30, 2019 and to make appropriations for said purposes** (backup)
  1. Public hearing (1 of 2) – Monday, June 17, 2019 beginning at 6:00 p.m., in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  2. Public hearing (2 of 2) – Monday, June 24, 2019 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading, by title only, approved on June 10, 2019 / Vote 8:2
  4. Finance Committee recommended approval June 3, 2019 / Vote 10:0
  5. Finance Committee discussion occurred May 28, 2019
3. **Second Reading and Public Hearing of Fiscal Year 2019-2020 Airports Budget Proposal (Enterprise Fund)** (backup)
  1. Public Hearing – Monday, June 17, 2019, 6:00 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  2. Consideration of second reading on June 17, 2019
  3. First reading approved on June 10, 2019 / Vote 10:0
  4. Finance Committee recommended approval on May 28, 2019 / Vote 9:0

**4. Second Reading and Public Hearing of Fiscal Year 2019-2020 Stormwater Management Utility Budget Proposal (Enterprise Fund) (backup)**

1. Public Hearing – Monday, June 17, 2019, 6:00 p.m. in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
2. Consideration of second reading on June 17, 2019
3. First reading approved on June 10, 2019 / Vote 10:0
4. Finance Committee recommended approval on May 28, 2019 / Vote 9:0

**5. Second Reading and Public Hearing of Fiscal Year 2019-2020 Beaufort County Budget Proposal (backup)**

1. Public hearing (1 of 2) – Monday, June 17, 2019 beginning at 6:00 p.m., in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
2. Public hearing (2 of 2) – Monday, June 24, 2019 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. First reading, by title only, approved on June 10, 2019 / Vote 10:0
4. Finance Committee recommended approval on June 3, 2019 Vote 10:0
5. Finance Committee discussion occurred May 28, 2019

**8. DISCUSSION AND ACTION ITEMS**

**A. Committee Reports**

**Prior Meetings**

1. Natural Resources Committee (June 17, 2019)
2. Community Services Committee (June 17, 2019)
3. Executive Committee (June 17, 2019)

**Upcoming Meetings**

1. Governmental Committee (June 24, 2019)

**9. CITIZEN COMMENTS**

**10. ADJOURNMENT**

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

**May 28, 2019**

Conference Room, Buckwalter Recreation Center,  
Buckwalter Regional Park, 905 Buckwalter Pkwy, Bluffton

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

**Attendance**

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

**CALL TO ORDER**

Chairman Rodman called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE**

**INVOCATION – CHAIRMAN STU RODMAN**

**APPROVAL OF AGENDA**

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Flewelling that Council approve the agenda. The vote: YEAS: Councilman Hervochon, Councilman Passiment, Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

**Main Motion:** It was moved by Councilman Passiment, seconded by Councilman Flewelling that Council amend the agenda to include an executive session. The vote: YEAS: Councilman Hervochon, Councilman Passiment, Councilman Glover, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

**RECOGNITIONS**

Chairman Rodman recognized Councilman Larry McElynn for being elected President Elect of the Board of Directions of Federal Narcotics Agents.

**CITIZEN COMMENTS**

No citizen comments.

**CONSENT AGENDA**

**A. Approval of Minutes**

1. May 13, 2019 Caucus
2. May 13, 2019 Regular Session

**B. Items Originating from the Public Facilities Committee – Councilman Flewelling**

1. **Brian Winslow to the County Transportation Committee**
2. **Third and final reading of an ordinance authorizing the County Administrator to execute a (30) year lease agreement between the County and City of Beaufort for the use, maintenance, and management of Whitehall Park**
3. **Third and final reading of an ordinance authorizing the execution and delivery of an Access Easement encumbering property owned by Beaufort County and known as a portion of Duncan Farms**
4. **First reading of an ordinance authorizing the execution and delivery of a utility easement encumbering property owned by Beaufort County**
5. **First reading of an ordinance authorizing the County Administrator to execute any and all necessary documents to lease a portion of the Okatie River Park Property commonly known as the “Barn Site”**
6. **First reading of an ordinance authorizing approval of a lease agreement for The Lind Brown Center**
7. **A resolution establishing priorities for the Pathways**

**C. Items Originating from the Community Services Committee – Councilman McElynn**

1. **John Thacker to Disabilities and Special Needs Board**
2. **James Morrall to Library Board**
3. **Consideration of contract award / transportation services for Beaufort County Disabilities and Special Needs Department to Owl, Inc. for \$283,140**

**D. Items Originating from the Natural Resources Committee – Councilwoman Howard**

1. **Third and final reading of text amendments to the Community Development Code (cdc): Article 4, Section 4.1.190 Recreation Facilities: Campgrounds**
2. **First reading of an ordinance regarding a Northern Beaufort County map amendment (change the zoning of the property from C3-NMU to C5-RCMU)**

3. **A resolution to reserve funding for public access and passive recreation projects on Rural and Critical Land Preservation Program Passive Park**

**E. Items Originating from the Finance Committee – Councilman Passiment**

1. **Third and final reading of an ordinance authorizing the issuance and sale of general obligation bonds in the amount of \$11.275 million**

**Motion:** It was moved by Councilman Flewelling, seconded by Councilman Passiment that Council approve all items on the consent agenda. The vote: YEAS: Councilman Hervocho, Councilman Glover, Councilman Passiment, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

**NON-CONSENT AGENDA**

**A. Public Hearings and Second Readings**

1. **Public Hearing and Second Reading of an ordinance authorizing approval of two lease agreements for Crystal Lake Park**

Chairman Rodman opened the floor for a public hearing on an ordinance an ordinance authorizing approval of two lease agreements for Crystal Lake Park.

No one came forward

Chairman Rodman closed the public hearing.

**Motion:** It was moved by Councilman Flewelling, seconded by Councilwoman Howard that Council approve an ordinance authorizing approval of two lease agreements for Crystal Lake Park. The vote: YEAS: Councilman Hervocho, Councilman Glover, Councilman Passiment, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

2. **Public Hearing and Second Reading of an ordinance to amend Beaufort County ordinances 2018/20 and 2018/24, for fiscal year 2019 Beaufort County budget to provide clarifying amendments identifying the appropriated dollar amount for indigent health care, higher education, and economic development and to acknowledge the transfers between county departments and the adjustments for the county's employee compensation plan**

Chairman Rodman opened the floor for a public hearing on an ordinance to amend Beaufort County ordinances 2018/20 and 2018/24, for fiscal year 2019 Beaufort County budget to provide clarifying amendments identifying the appropriated dollar amount for indigent health care, higher education, and economic development and to acknowledge the transfers between county departments and the adjustments for the county's employee compensation plan.

No one came forward

Chairman Rodman closed the public hearing.

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Covert that Council approve an ordinance to amend Beaufort County ordinances 2018/20 and 2018/24, for fiscal year 2019 Beaufort County budget to provide clarifying amendments identifying the appropriated dollar amount for indigent health care, higher education, and economic development and to acknowledge the transfers between county departments and the adjustments for the county's employee compensation plan. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

### **3. Settlement of Malind Bluff litigation and first reading of an amendment to the 2008 development agreement and PUD**

**Discussion:** Mary Lohr, Howell, Gibson and Hughes, P.A, stated legal has been working on trying to resolve this litigation, specifically the issue of the potential option for the owners to annex the property into the City of Hardeeville. The settlement includes the property owner staying in Beaufort County, a five year term extendable by either party, PUD amendment, remove age restriction, lessened the number of units and the school capitol impact fee is going to be \$1,500. A few more items will need to be worked out before second reading but that is expected to occur.

Mr. Keaveny stated if the other party does not turn over to the county everything council has requested before the second reading on June 10<sup>th</sup>, then the process will be delayed.

Councilman Flewelling stated he wanted their copy of the PUD signed by third reading.

Chairman Rodman closed the public hearing.

**Motion:** It was moved by Councilman Passiment, seconded by Councilwoman Howard that Council approve the settlement of Malind Bluff litigation and first reading of an ordinance to amend the 2008 development agreement and PUD. The vote: YEAS: Councilman Hervochon, Councilman Passiment, Councilwoman Howard, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. NEAS: Councilman Glover. The motion passed.

## **Discussion and Action Items**

### **A. Committee Reports**

#### **Finance Committee, Chairman Joseph Passiment**

The June 3<sup>rd</sup> meeting will address the school boards budget and any final tweaks to the county budget and plan to have the first reading for both of those items on June 10<sup>th</sup>.



**Public Facilities Committee, Chairman Brian Flewelling**

David Johnson from the 278 Corridor Committee will be at the next meeting to speak as to Windmill Harbor as well as looking at an RFP in regards to county buildings.

**Executive Committee, Chairman Stu Rodman**

Looking at the draft of our Council Rules and Procedures. Also looking at having the facilitator come back on June 10<sup>th</sup> for give an update.

**Citizen Comments**

Ron Joy stated that on June 8<sup>th</sup> in Columbia at the State Military Museum there will be a service to honor WWII Veterans.

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Flewelling that County Council go into executive session. The vote: YEAS: Councilman Hervochoon, Councilman Passiment, Councilwoman Howard, Councilman Glover, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

**ITEMS ARISING OUT OF EXECUTIVE SESSION**

No matters arising out of executive session.

**Adjournment**

**Motion:** It was moved by Councilman Passiment, seconded by Councilwoman Howard that Council adjourn. The vote: YEAS: Councilman Hervochoon, Councilman Passiment, Councilwoman Howard, Councilman Glover, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert and Councilman Dawson. The motion passed.

The meeting adjourned at 6:40 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



**Beaufort County Disabilities and Special Needs Department**  
**100 Clear Water Way**  
**Beaufort, SC 29906**  
**Telephone: (843) 255-6300 Fax: (843) 255-9417**

**Janitorial Proposal to clean Beaufort County Parks and Recreation Services Buildings**  
**Fiscal Year 2020**

The cleaning will be done by our Day Program consumers with a staff on site to provide supervision and to assure that the contract deliverables are completed. Any consumers working from our supported employment program are paid minimum wage.

**Our Principal Strengths**

- We are part of Beaufort County Government and have an ongoing relationship with Parks and Recreation.
- We are familiar with the buildings.
- Consumers receive many benefits from worthwhile employment including increased self-esteem, community involvement and wages to help purchase needed items.
- One of the main goals of DSN is to help consumers reach their full potential and this includes employment opportunities in our community.

**Contact Person**

Bill Love, DSN Executive Director  
100 Clear Water Way  
Beaufort, SC 29906  
[wlove@bcgov.net](mailto:wlove@bcgov.net)  
843-255-6290

Terry Geitner, DSN Day Program Director  
100 Clear Water Way  
Beaufort, SC 29906  
[tgeitner@bcgov.net](mailto:tgeitner@bcgov.net)  
843-255-6296

*Our Mission is to provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community.*

## **Implementation Plan**

We will have the needed number of consumers at each site and there will always be a DSN Training Specialist with the consumers. We will provide transportation to and from the site. We will complete all duties including the following:

- **Empty all trash containers and replace liners**
- **Wash trash containers as needed**
- **Sweep, vacuum and/or wet mop all floors**
- **Sweep outside entrances including sidewalks, steps and ramps**
- **Pickup and dispose of any loose trash around the exterior of buildings (including cigarette butts, other litter, etc.)**
- **Return chairs and tables to their regular locations as needed**
- **Replenish all bathroom supplies as needed (toilet paper, paper towels)**
- **Clean kitchens, water fountains and bathrooms with appropriate sanitizers and disinfectants**
- **If maintenance issues are noted, notice will be given to the appropriate customer contact person**
- **Other cleaning services as needed**

We will provide a monthly evaluation sheet attached to this proposal to let us know how we are doing to meet your needs. We request that you and/or your staff complete it monthly for each site. Also any problems or issues reported to the contact person(s) will be addressed within 24 hours.

*Our Mission is to provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community.*

**Sites/Frequency/ Cost**

<b>Weekly Centers</b>	<b>Cleaning per week</b>	<b>Cost per week</b>	<b>Annual Cost</b>	<b>Notes</b>
Bluffton Center	3	165	\$8,580	
Bluffton Gym	3	165	\$8,580	3x a week mid June-mid Aug and mid Dec-mid March all other weeks 1x a week
Booker T	2	110	\$5,724	
Buckwalter	5	275	\$14,304	
Buckwalter Expansion	5	560	\$29,100	
Burton Wells	5	275	\$14,304	
Burton Wells Seniors	-	-	-	
Port Royal	2	110	\$5,724	
Scott	2	110	\$5,724	
			\$92,040.00	
<b>Monthly Centers</b>	<b>Cleaning per month</b>	<b>Cost per month</b>	<b>Annual Cost</b>	
Broomfield	2	110	\$1,320	
Coosaw	1	55	\$660	
Dale	1	55	\$660	
Seaside	1	55	\$660	
			\$3,300	
<b>Additional Cleaning As Needed</b>		<b>55 per cleaning</b>		
Supplies		<b>Billed Monthly</b>	15,160	<b>Based on prior expenses</b>
		<b>Total</b>	<b>\$110,500.00</b>	

*Our Mission is to provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community.*

This agreement constitutes the entire agreement between the parties hereto. No representations, warranties or promises pertaining to this agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This agreement shall be construed in accordance and governed by the laws of South Carolina.

By \_\_\_\_\_ Date \_\_\_\_\_

Shannon Loper, Beaufort County Parks and Recreation Executive Director

Witness \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Bill Love, Disabilities & Special Needs Executive Director

Witness \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Ashley Jacobs, County Administrator

Witness \_\_\_\_\_

*Our Mission is to provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community.*

## CLEANING SERVICES CHECKSHEET

**Adult Day Program  
Beaufort County Department of Special Needs**

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

Services provided by DSN consumers with professional staff supervision:  
Supervisor, initial if work is approved.

1. Empty all trash containers and replace liners	
2. Wash trash containers as needed	
3. Sweep, vacuum and/or wet mop all floors	
4. Sweep outside entrances including sidewalks, steps and ramps	
5. Pick-up and dispose of any loose trash around the exterior of buildings (including cigarette butts, other litter, etc.)	
6. Return chairs and tables to their regular locations as needed	
7. Replenish all bathroom supplies as needed (toilet paper, paper towels)	
8. Clean kitchens, water fountains and bathrooms with appropriate sanitizers and disinfectants	
9. If maintenance issues are noted, notice will be given to the appropriate customer contact person	
10. Other cleaning services as needed	
Comments or concerns:	

**Supervisor's signature:** \_\_\_\_\_

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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

SOUTHERN BEAUFORT COUNTY PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT FOR OSPREY POINT

**Council Committee:**

Executive Committee

**Meeting Date:**

June 17, 2019

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

**Issues for Consideration:**

**Points to Consider:**

None.

**Funding & Liability Factors:**

None.

**Council Options:**

Approve second reading.

**Recommendation:**



2019/\_\_\_

SOUTHERN BEAUFORT COUNTY PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT FOR OSPREY POINT (R603 013 000 0006 0000) (119.75 ACRES ALONG S.C. HIGHWAY 170, BLUFFTON).

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

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

2. The original Osprey Point Planned Unit Development and Ordinance is hereby amended by the First Amendment to Osprey Point Development Agreement and PUD Zoning, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The original Osprey Point Planned Unit Development and Ordinance is hereby further amended to add and incorporate the Exhibits made a part of the First Amendment to Development Agreement and PUD Zoning. The First Amendment shall govern as to any conflict between its terms and those of the original Osprey Point Planned Unit Development and Ordinance. Except as amended by the First Amendment to Development Agreement and PUD Zoning, the original Osprey Point PUD shall remain in full force and effect.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Chairman

Approved as to form:

\_\_\_\_\_

ATTEST:

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

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

## **SUMMARY AND FINDINGS FOR AMENDMENT TO OSPREY POINT PUD**

The Owner of the Osprey Point PUD has submitted a new requested First Amendment to Osprey Point Development Agreement and PUD Zoning (“First Amendment”), a copy of which is attached hereto as Exhibit C and incorporated herein by reference. This First Amendment contains the requested changes to both the Osprey Point Development Agreement and the Osprey Point PUD Zoning.

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

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

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

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

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

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

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

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

The foregoing is intended generally to describe the nature of the PUD amendment approved hereby. The First Amendment to Development Agreement and PUD Zoning, attached as Exhibit C hereto, shall be the controlling document regarding changes made to both the original Osprey Point Development Agreement and the original Osprey Point PUD. Except as amended by this First Amendment to Development Agreement and PUD Zoning, the original Osprey Point Development Agreement and the original Osprey Point PUD shall remain in full force and effect.

**EXHIBIT 1**

**First Amendment to Development Agreement and PUD Zoning**

**[Attached]**

**EXHIBIT 1**

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT AND PUD ZONING**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND PUD ZONING (this “First Amendment”) is made and entered into as of the 24th day of June 2019, by and between LCP III, LLC, a South Carolina limited liability company (the “Owner”), and BEAUFORT COUNTY, SOUTH CAROLINA (the “County”).

**WITNESSETH**

WHEREAS, pursuant to the South Carolina Local Government Development Agreement Act, Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976, as amended) (the “Act”), the Owner and County entered into a Development Agreement dated September 3, 2009, recorded on September 11, 2009 in Book 02888 at Pages 0169-0550 of the Register of Deeds for Beaufort County, South Carolina (“Development Agreement”), the Development Agreement having been authorized by the Beaufort County Council (“County Council”) upon Third and Final Reading on October 27, 2008; and

WHEREAS, in 2014, the Owner and the County negotiated for and the County Council approved an amendment to the Development Agreement and PUD Zoning but a dispute arose over whether that amendment agreement was ever consummated or is legally effective and, in consideration of this First Amendment to Development Agreement, the parties hereto hereby mutually agree that the 2014 proposed amendment is of no force and effect; and

WHEREAS, in 2017, the Owner pursued a further amendment to the Development Agreement but that application was later abandoned or withdrawn by the Owner; and

WHEREAS, therefore, the Development Agreement, dated September 3, 2009 and recorded on September 11, 2009, has remained in full force and effect as originally written prior to entry of this First Amendment to Development Agreement; and

WHEREAS, the Owner and the County now desire to amend the terms of the Development Agreement as set forth hereinbelow; and

WHEREAS, Section 6-31-60(B) of the Act provides that “a major modification of the Development Agreement may occur only after public notice and a public hearing”; and

WHEREAS, after a duly noticed public hearing held by the County Council (the “County Council”), the County Council approved this First Amendment to Development Agreement by an Ordinance legally adopted on June 24, 2019; and

WHEREAS, pursuant to the Act and the Ordinance adopted by the County Council on June 24, 2019, the parties have entered into this First Amendment to Development Agreement and PUD Zoning.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereto agree as follows.



1. INCORPORATION

The above recitals are hereby incorporated into this Agreement.

2. MODIFICATION OF CERTAIN DEFINED TERMS

The definitions of the following capitalized term in Section II on Page 3 of 38 of the Development Agreement shall be modified to read as follows:

“Development Plan” means the layout and development scheme contemplated for the Property, as more fully set forth in the updated PUD approval for Osprey Point, attached hereto as Exhibit B, and as may be modified per the terms of this agreement. All references to Exhibit B in the Development Agreement and also herein shall mean the updated Exhibit B attached hereto.

Except as modified above, all capitalized terms used in this First Amendment to Development Agreement shall have the meaning ascribed to them in the Development Agreement.

3. MODIFICATION OF SECTION III - TERM AND AMENDMENTS

Section III on Page 4 of 38 of the Development Agreement is hereby amended to provide as follows:

(a) The Development Agreement was for an initial term of five (5) years unless extended by the mutual agreement of the County and the Owner.

(b) After its entry, the Development Agreement was subject to the South Carolina General Assembly’s 2010 Joint Resolution to Extend Certain Government Approvals Affecting the Development of Real Property Within the State (H4445) and the 2013 Joint Resolution to Suspend the Running of Certain Governmental Approvals Affecting the Development of Real Property within the State for the Period Beginning January 1, 2013 and Ending December 31, 2016 (H3774) (the “Joint Resolutions”). Based on the foregoing Joint Resolutions tolling the term of the Development Agreement by operation of law from its inception until December 31, 2016, the Development Agreement will expire on January 1, 2022.

(c) The parties further agree that the term of the Development Agreement, as amended hereby, shall be extended to a date that is five (5) years from the date of the approval and execution of this First Amendment to Development Agreement by the County and the Owner (the “Term”), except as provided in the following paragraph. Because of uncertain and changing market conditions, the parties further agree that either the Owner or the County may request that the other party consent and agree, which consent and agreement shall not be unreasonably withheld, to an extension of the term of the Development Agreement for another period of five years if requested more than one year before the expiration of the Term and if at that time the Owner still owns twenty-five or more acres of highland as provided in S.C. Code Ann. § 6-31-40.

(d) The County will have no liability to the Owner or any third party in the event a court of competent jurisdiction in a final unappealable order rules that the extension of the Term as provided in Section 3(c) is for any reason unenforceable. In the event of such unenforceability, the Term shall extend to January 1, 2022.

4. DELETION OF SECTION IV(A)

Section IV (A) is hereby deleted.

5. MODIFICATION OF SECTION IV(C)

Section IV(C) on Pages 5-6 of 38 of the Development Agreement is hereby deleted and the following is substituted in its place:

Permitted Uses. Permitted uses on the Property include single-family dwellings and accessory uses thereto, recreational uses such as parks, water-related amenities and the like, and commercial, office and retail uses as shown and depicted on the attached Osprey Point PUD approval that is labeled Exhibit B. No more than three hundred and forty-five (345) single-family dwelling units, and no more than 207,700 square feet of nonresidential commercial, office and/or retail space shall be constructed on the Property. Timesharing or fractional ownership uses shall not be permitted. Owner or its assigns shall be allowed to convert up to 10% of the total residential units allowed to additional commercial square footage allowed, at the rate of one residential unit equal to 2,400 square feet of commercial, as a matter of right thereunder. An additional 10% of total residential units may be converted to additional commercial square footage allowed, at the same conversion rate, to accommodate economic development opportunities only for above average wage jobs, within the original commercial area or adjacent thereto, if such additional conversion is approved by the Land Management Committee of County Council, after consultation with the Planning Department. Such additional square footage of commercial shall be developed within the commercial area of the PUD or within reasonable close proximity thereto, so as to preserve the general pattern of uses established under the PUD, and no amendment hereto or to the PUD shall be required.

Furthermore, it is expressly understood and hereby provided that lodging facilities (hotel/motel) may be desirable in or near the commercial area of the PUD, and such units are expressly allowed. It is hereby agreed that any lodging facilities, as well as ancillary services and facilities typically located within hotel or motel uses, will not count against overall residential density. All such facilities shall count as commercial square footage.

6. MODIFICATION OF SECTION IV(F)

So much of Section IV(F) on Pages 7-8 of 38 of the Development Agreement is hereby amended as to provide that Owner agrees to build the frontage road (road behind commercial tract) before the platting of Phase III of the development and the building of any commercial development. Owner agrees to provide adequate bonding, in accordance with Beaufort County law and other applicable Beaufort County policies and procedures, to guarantee construction of the road if the road is not constructed by the time specified in the previous sentence. County agrees to cooperate with Owner in seeking a reciprocal easement from the BCSD that is necessary to facilitate the construction of the Connector Road's connectivity to Hwy 170. Except as amended hereby, Section IV(F) of the Development Agreement shall remain in full force and effect.

7. MODIFICATION OF SECTION IV(G)

Section IV(G) on Pages 8-10 of 38 of the the Development Agreement is hereby deleted. The parties agree that the Property and contemplated project shall be subject to all applicable impact fees, user fees and assessments in effect in Beaufort County at the time the developer submits its permit applications, specifically including any such fees and assessments that were or may be adopted after entry of the Development Agreement or this First Amendment.

The County agrees to cooperate with Owner in seeking the reciprocal easement from the School District for the use of the existing road and the road be constructed behind the commercial frontage that will provide a second ingress and egress to Highway 170 for the School.

Owner will pay an impact fee of \$1,500 for each residential unit at the time of obtaining the building permit. This fee would terminate if the County were to adopt a school impact fee during the Term at which time the Owner would pay the amount of the County-wide fee in lieu of the amount of the fee specified herein.

8. MODIFICATION OF SECTION IV(H)

Section IV(H) on Pages 10-12 of 38 of the the Development Agreement is hereby deleted. The parties agree that the Property and contemplated project shall be subject to all applicable impact fees, user fees and assessments in effect in Beaufort County at the time the developer submits its permit applications, specifically including any such fees and assessments that were or may be adopted after entry of the Development Agreement or this First Amendment.

9. MODIFICATION OF SECTIONS IV(E) AND (I)

Sections IV (E) and (I) on Pages 7 and 12 of 38 of the the Development Agreement, respectively, are hereby deleted upon the specific condition that the Property shall not be annexed into Jasper County, the Town of Hardeeville or any other local government prior to the expiration of the Term or extended term of the Development Agreement. In lieu of said Sections IV (E) and (I), Owner hereby agrees to comply with all public park, open space, and recreation requirements contained in the Beaufort County Subdivision Ordinance in effect at the time the project's preliminary site plan is approved. In the event of any conflict between the Beaufort County Subdivision Ordinance and Exhibit B, the layout and development scheme of Exhibit B shall control. The parties hereby agree that the layout and development scheme shown on Exhibit B satisfies all public park, open space, and recreation requirements. The common areas, open space, and recreation on the Property shall be for the benefit of the community on the Property rather than the public at large.

Owner further agrees that if the Property is annexed into Jasper County, the Town of Hardeeville or any other local government prior to the expiration of the Term or extended term of the Development Agreement, in addition to the County's remedies preserved by Section VIII(O) below, the Owner shall be responsible to comply with Section IV(I) on Page 12 of 38 of the original Development Agreement. Owner hereby agrees that this undertaking shall survive the termination of the Development Agreement as amended hereby.

10. MODIFICATION OF SECTION IV(K)

Section IV(K) on Page 13 of 38 of the Development Agreement is hereby amended to provide that the public safety site shall be at least one-half (.5) acre instead of approximately one (1.0) acre.

11. MODIFICATION OF SECTION IV(M)

Section IV(M) on Pages 13-14 of 38 of the Development Agreement is hereby deleted and replaced with the following:

The Design Guidelines applicable to the residential dwelling units shall consist of the various elevations attached hereto as Exhibit F. The architectural review board established under the restrictive covenants must approve in writing any material deviation from the Design Guidelines before construction occurs.

12. DELETION OF SECTION V

Section V on Page 14 of 38 is hereby deleted in its entirety.

13. MODIFICATION OF SECTION VI

Section VI on Pages 14-15 of 38 of the Development Agreement is hereby amended to provide that the applicable development schedule is the Amended Development Schedule attached hereto as Exhibit D. Except as amended hereby, Section VI of the Development Agreement shall remain in full force and effect.

14. MODIFICATION OF SECTION VII

Section VII on Pages 15-16 of 38 of the Development Agreement is hereby amended to add the following new paragraphs at the end of the section:

Notwithstanding any provision to the contrary in this Development Agreement, the parties agree that the Property and Project shall be subject to any and all impact fees, user fees and assessments in effect in Beaufort County at the time the developer submits its permit applications, specifically including any such fees and assessment that were or may be adopted after entry of the Development Agreement or this First Amendment.

Notwithstanding anything to the contrary in this Development Agreement, the parties agree that the Owner shall be deemed to comply with all public park, open space, and recreation requirements contained in the Beaufort County Subdivision Ordinance in effect at the time the project's preliminary site plan is approved if the project's preliminary site plan is in accordance with Exhibit B..

Notwithstanding anything to the contrary in this Development Agreement, the Owner shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean

and Coastal Resource Management, and their successors, for the handling of storm water that are in effect at the time of permitting.

15. MODIFICATION OF SECTION VIII(D)

The last sentence of Section VIII(D) on Page 17 of 38 of the Development Agreement is hereby deleted and replaced with the following:

If the BJWSA concurs, Owner is not required to use treated water for irrigation purposes.

16. MODIFICATION OF SECTION VIII(E)

Section VIII(E) on Pages 17-19 of 38 of the Development Agreement is hereby amended as follows: The third, fourth, fifth, sixth, and seventh sentences shall be deleted. The first and second sentences shall be retained and modified as follows:

Drainage System. All storm water runoff and drainage system improvements within the Property will be designed utilizing the County's best management practices in effect at the time development permits are applied for, will be constructed by Owner, Developer or their assigns, and will be maintained by Owner, Developer and/or a Homeowners' Association. The County of Beaufort will not be responsible for any construction or maintenance costs associated with the drainage system within the Property.

The Owner, its successors and assigns, shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water that are in effect at the time of permitting.

17. DELETION OF SECTION VIII(K)

Section VIII(K) on Page 20 of 38 is hereby deleted in its entirety.

18. ADDITION OF NEW SECTION SECTION VIII(O)

A new Section VIII(O) shall be added as follows:

Agreement Not To Annex. Owner agrees that it shall not seek or permit the Property to be annexed into Jasper County, the City of Hardeeville or any other local government prior to the expiration of the Term or extended term of the Development Agreement. This provision may be enforced by the County by all available legal means, and include all remedies available at law or in equity, including specific performance and injunctive relief. Owner hereby agrees that this undertaking shall survive the termination of the Development Agreement as amended hereby. County agrees that its Community Development Department will process all complete application submittals (e.g., development permit, building permit, plat submittals, etc.) by providing comments or decisions on matters within its jurisdiction within two weeks of submittal.

19. MODIFICATION OF SECTION XIII

The notice address for each party to the Development Agreement as set out in Section XIII on Page 24 of 38 of the Development Agreement is hereby amended as follows:

If to Owner: Nathan Duggins, III  
P.O. Box 2888  
Greensboro, NC 27402

Copy to: G. Trenholm Walker  
PO Drawer 22167  
Charleston, SC 29413-2167

If to County: Beaufort County Administrator  
PO Box 1228  
Beaufort, SC 29901

Copy to: Thomas J. Keaveny, II  
Beaufort County Attorney  
PO Box 1228  
Beaufort, SC 29901

Except as amended hereby, Section XIII of the Development Agreement shall remain in full force and effect.

20. CONFORMANCE OF PUD ZONING

The parties agree that the PUD zoning for the Property is amended in all respects to be in conformance with the Development Agreement as amended by this First Amendment, such that everything allowed and granted under their terms are allowed and granted by the PUD zoning.

21. RATIFICATION OF DEVELOPMENT AGREEMENT

Except as expressly modified or amended by this First Amendment, the parties hereto ratify and affirm all provisions of the Development Agreement approved by the County Council on October 27, 2008, entered by the parties on September 3, 2009, and recorded on September 11, 2009, in Book 02888 at Pages 0169-0550 with the Register of Deeds.

22. RECORDING

The Owner shall record this First Amendment in the real estate records of the County within fourteen (14) days of the execution of this First Amendment by the County.

23. EFFECTIVE DATE

This First Amendment is dated as of the Agreement Date and takes effect when the County and Owner have each executed this First Amendment.



STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT        )        PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named BEAUFORT COUNTY, SOUTH CAROLINA, by its duly authorized officer, sign, seal and as its act and deed, deliver the within written instrument and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

---

First Witness Signs Again Here

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

---

Notary Public Signs AS NOTARY  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**Property Description**

[See Original Development Agreement]

**EXHIBIT B**

**Updated Master Development Plan and Opsrey Point PUD Approval**

[Attached]

# EXHIBIT B



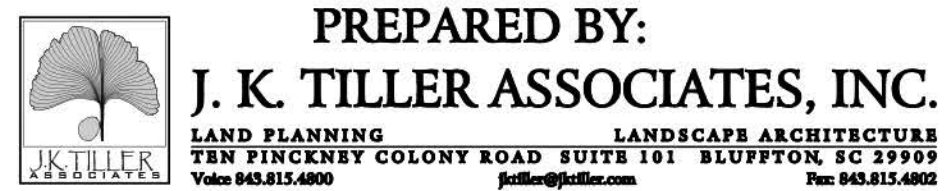
## DEVELOPMENT SUMMARY

TOTAL ACRES:	+/- 119.28 ACRES
COMMERCIAL ACRES:	+/- 18.66 ACRES
COMMERCIAL BUILDING SF:	207,700 SF
RESIDENTIAL DENSITY:	2.89 UNITS PER ACRE
TOTAL RESIDENTIAL UNITS***:	345
OPEN SPACE****:	+/- 48.05 ACRES (40.28% Open Space)
<b>LOT SETBACKS:</b>	
FRONT YARD:	20' Minimum
BACK YARD:	10' Minimum
SIDE YARD:	5' Minimum
LOT DIMENSIONS:	+/-52' X +/-120' (TYP.)
ROAD R/W	50'

\* PRUNING OF BUFFER, FENCING AND SCREENING ALLOWED  
 \*\* ALL EXISTING ROAD ACCESS EASEMENTS MAY BE UTILIZED FOR CONSTRUCTION ACCESS THROUGHOUT DEVELOPMENT  
 \*\*\* ACTUAL LOCATION AND MIX OF LOT TYPES CAN BE ADJUSTED BY DEVELOPER BASED ON MARKET DEMAND  
 \*\*\*\* INCLUDES 6.65 ACRES WITHIN THE COMMERCIAL AREA, TRAILS, AMENITY SITE, PARKS, WETLANDS, LAGOONS, AND OTHER NON-BUILDABLE AREAS.

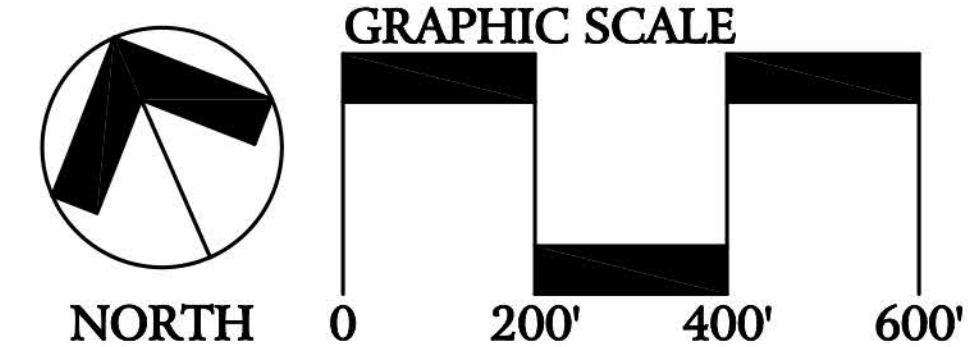
PREPARED FOR:  
LCP III, LLC

PREPARED BY:  
J. K. TILLER ASSOCIATES, INC.



# MALIND BLUFF MASTER PLAN

BEAUFORT COUNTY, SOUTH CAROLINA  
MAY 24, 2019



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THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS. J. K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION, OR FOR ANY DECISIONS (REQUIRING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION. JKT Job Number: 201731-01

**EXHIBIT C**

**Zoning Regulations**

[See Original Development Agreement]

**EXHIBIT D**

**Amended Development Schedule**

[Attached]

**Exhibit D**

**DEVELOPMENT SCHEDULE**

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

**Year(s) of Commencement / Completion**

<b><u>Type of Development</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>	<b><u>2023</u></b>
Commercial (Sq. Ft.)					207,000
Residential, Single Family			75	75	75
Public Safety Site Transfer					100%

- 120 single family units are forecast to remain to be built at the end of five years.

As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

**EXHIBIT E**

**Estimated Population at Project Buildout**

[See Original Development Agreement]

**EXHIBIT F**

**Amended Okatie Village Design Guidelines**

[Attached]



## **EXHIBIT A**

### **Property Description**

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

**EXHIBIT B**

**Osprey Pointe Amended Master Plan**

**[Attached]**

# EXHIBIT B



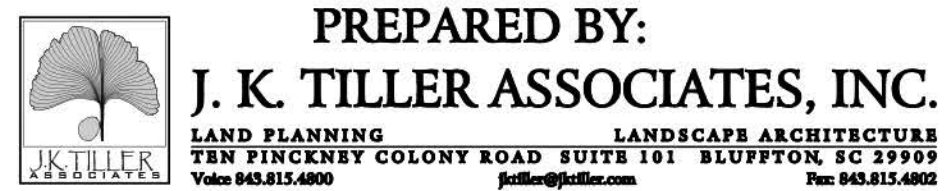
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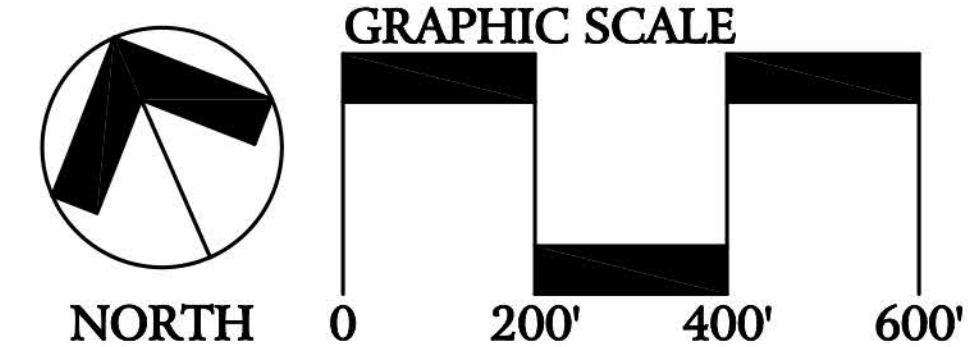
PREPARED FOR:  
LCP III, LLC

PREPARED BY:  
J. K. TILLER ASSOCIATES, INC.



# MALIND BLUFF MASTER PLAN

BEAUFORT COUNTY, SOUTH CAROLINA  
MAY 24, 2019



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

LEASE TO INCLUDE ADJACENT GENERAL STORE IN THE LEASE OF A BUILDING ON DAUFUSKIE ISLAND KNOWN AS MARSHSIDE MAMAS

#### Council Committee:

Executive Committee

#### Meeting Date:

CC June 17, 2019

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

#### Issues for Consideration:

The rate increase proposed will result in a steady fee to the average homeowner over the next 5 years.

#### Points to Consider:

#### Funding & Liability Factors:

none.

#### Council Options:

Approve or Approve with amendments

#### Recommendation:

Approve Ordinance

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

**AN ORDINANCE AMENDING ORDINANCE 2019/16 TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR A LEASE SUCH THAT IT SHALL NOW INCLUDE THE ADJACENT GENERAL STORE IN THE LEASE OF A BUILDING ON DAUFUSKIE ISLAND KNOWN AS MARSHSIDE MAMAS.**

**WHEREAS**, Beaufort County Council adopted Ordinance 2019/16 on April 22, 2019 and authorized the execution of the lease for a portion of 15 Haig Point known as the Marshside Mama's building; and

**WHEREAS**, prior to the adoption of Ordinance 2019/16, County Council adopted Ordinance 2018/52 authorizing the execution of a lease for the portion of 15 Haig Point known as a general store called the Daufuskie Island Store; and

**WHEREAS**, the tenant of the general store has notified Beaufort County that he has abandoned the lease of the general store; and

**WHEREAS**, Pointed Feather Foods LLC provided a proposal offering, among other things, \$900 per month to lease the property and \$100,000 in capital investments for the Marshside Mama's Building; and

**WHEREAS**, the Department of Health and Environmental Control (DHEC) has notified Pointed Feather Foods of some deficiencies in the building that necessitate the need to utilize the space currently allotted to the general store; and

**WHEREAS**, the Public Facilities committee considered the Pointed Feather Foods LLC proposal at the March 4, 2019 meeting and recommended approval; and

**WHEREAS**, Pointed Feather Foods LLC desires to use the general store space to comply with certain DHEC regulations for the restaurant and also to maintain a portion of the space for a general store; and

**WHEREAS**, County Council finds that it is in the best interests of Beaufort County citizens, residents and visitors to lease the Daufuskie Island Marshside Mama's property, including the general store to Pointed Feather Foods LLC.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby authorizes the County Administrator to execute any and all documents necessary to lease 15 Haig Point Road, Parcel Number R800 024 000 0032 0000 the building known as the Marshside Mama's Restaurant, including the adjacent general store space. To the extent necessary, Ordinance 2019/16 is hereby amended to reflect the County Administrator's

additional authority to include in the Marshside Mama's lease with Pointed Feather Foods LLC the additional adjacent space known as the general store with the same terms as originally provided for in the lease for the general store.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

Stewart H. Rodman, Chairman

ATTEST:

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

Chronology

- Third and final reading occurred
- Public hearing occurred
- Second reading occurred
- First reading approval occurred
- Public Facilities Committee discussion and recommendation to



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Holy Trinity Lease Agreement

#### Council Committee:

Public Facilities

#### Meeting Date:

June 3, 2019

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

Thomas Keaveny (County Attorney) and Phil Foot (Assistant County Administrator)

#### Issues for Consideration:

N/A

#### Points to Consider:

Twelve month lease of the Bob Jones property with the possibility of three (3) addition one-year extensions.

#### Funding & Liability Factors:

N/A

#### Council Options:

Seeking the Committee's approval for the lease agreement.

#### Recommendation:

To approve the lease agreement.

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

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS NECESSARY TO LEASE THE BOB JONES PROPERTY**

**WHEREAS**, Beaufort County is the owner of Parcel Number R120 003 000 0844 0000 with a street address of 2712 Jones Avenue, Beaufort, SC 29902, and generally known in the community as Bob Jones Property (the “Property”); and

**WHEREAS**, Beaufort County’s Parks and Recreation Department frequently uses the Property but, at times, does not use the entire Property; and

**WHEREAS**, the Holy Trinity Classical Christian School (the “School”) would like to lease a portion of the Property to operate three mobile classroom facilities in connection with a private school; and

**WHEREAS**, the County Administrator has negotiated a lease with the School for the use of the agreed upon portions of the Property; and

**WHEREAS**, the School, at its sole cost and expense, shall obtain the necessary permits to place and use three mobile classroom facilities on the Property; and

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

**WHEREAS**, Beaufort County Council finds it is in the best interests of the community and Beaufort County to lease portions of the Property to Holy Trinity Classical Christian School.

**NOW, THEREFORE, BE IT ORDAINED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute any and all documents necessary to lease the Bob Jones Property to the Holy Trinity Classical Christian School.

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



COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk to Council  
First Reading:  
Second Reading:  
Public Hearing:  
Third and Final Reading:



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Ordinance for Dixie Boys Tournament Local ATAX

**Council Committee:**

County Council

**Meeting Date:**

June 17, 2019

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

Phil Foot, Assistant County Administrator

**Issues for Consideration:**

Local ATAX funding approved during the May 6th Finance Committee; must have an ordinance approved for finalization;

**Points to Consider:**

Parks and Recreation was approved for local ATAX funding for \$114,450 for the Dixie Boys Tournament

**Funding & Liability Factors:**

N/A

**Council Options:**

Decide whether to approve the attached ordinance to provide local ATAX funding for tournament

**Recommendation:**

To approve the ordinance for the local ATAX funding, which has already been approved in Finance Committee.

**ORDINANCE NO. 2019/ \_\_\_\_\_**

**AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$114,450.00 FROM THE 3% LOCAL ACCOMODATIONS TAX FUNDS TO THE COUNTY GENERAL FUND TO PROVIDE SUPPORT FOR THE 2019 DIXIE JUNIOR BOYS AND DIXIE BOYS WORLD SERIES BASEBALL EVENT**

**WHEREAS**, Beaufort County (“County”) will host two World Series events for the Dixie Junior Boys and Dixie Boys; and

**WHEREAS**, the County expects a substantial economic impact due to the large number of visitors participating from surrounding states; and

**WHEREAS**, on May 13, 2019, the Executive Committee approved to appropriate funds for the purposes aforementioned; and

**WHEREAS**, Beaufort County Council believes that it is in the best interests of its citizens and visitors of Beaufort County, to provide support to the World Series event through the 3% Local Accommodations Tax Fund.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** that a transfer in the amount of \$114,450.00 is hereby authorized from the 3% Local Accommodations Tax Fund to the General Fund for the purpose of providing support to the 2019 Dixie Junior Boys and Dixie Boys World Series Baseball event.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

FY 2019-2020 Beaufort County School District Budget

#### Council Committee:

Finance Committee, Recommended approval June 3, 2019 vote 10:0

#### Meeting Date:

CC June 17, 2019

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

#### Issues for Consideration:

Amount of appropriation = \$254,297,442

#### Points to Consider:

#### Funding & Liability Factors:

#### Council Options:

Approve or Approve with amendments

#### Recommendation:

Approve as presented.

**ORDINANCE NO. 2019/\_\_\_**

**FY 2019-2020 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET**

An Ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2019 and ending June 30, 2020, and to make appropriations for said purposes.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

**SECTION 1. TAX LEVY**

The County Council of Beaufort County hereby appropriates the funds as detailed in Sections 3 and 4 of this Ordinance and establishes the millage rates as detailed in Section 2 of this Ordinance.

**SECTION 2. MILLAGE**

In Fiscal Year 2019-2020 and in accordance with the laws of South Carolina, the County Auditor is hereby authorized and directed to levy a tax on the following mills on the dollar of assessed value of property within the County.

School Operations	114.00
School Bond Debt Service (Principal and Interest)	31.71

The values listed above, in accordance with Section 6-1-320(A)(2) of the *Code of Laws of South Carolina*, 1976, as amended.

	Base Millage	% Average CPI	% Population Growth	Allowable Annual % Increase of Millage Rate	Allowable Increase of Millage Rate	Millage Rate Used	Millage Bank Balance
2017	103.5	0.12%	2.55%	2.67%	2.8	2.8	0.0
2018	111.5	1.26%	1.87%	3.13%	3.5	2.0	1.5
2019	104.6	2.13%	1.82%	3.95%	4.1	0.0	5.6

These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations as may be hereafter passed by the County Council of Beaufort County.

**SECTION 3. SCHOOL OPERATIONS APPROPRIATION**

An amount of \$254,297,442 is hereby appropriated to the Beaufort County Board of Education to fund school operations.

This appropriation is to be spent in accordance with the school budget approved by the County Council of Beaufort County, and will be funded from the following revenue sources:

- A. \$149,733,105 to be derived from tax collections;
- B. \$ 93,347,306 to be derived from State revenues;
- C. \$ 690,000 to be derived from Federal revenues;
- D. \$ 1,918,500 to be derived from other local sources;
- E. \$ 7,535,948 to be derived from inter-fund transfers; and
- F. \$ 1,072,583 to be derived from fund balance.

The Beaufort County Board of Education is responsible for ensuring that the school expenditures do not exceed those amounts herein appropriated without first receiving the approval of a supplemental appropriation from County Council.

**SECTION 4. BUDGETARY ACCOUNT BREAKOUT**

The line-item budgets submitted by the Beaufort County Board of Education under separate cover for FY 2019-2020 are incorporated herein by reference and shall be part and parcel of this Ordinance.

**SECTION 5. OUTSTANDING BALANCE APPROPRIATION**

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the appropriate category of Fund Balance of that fund.

**SECTION 6. TRANSFERS VALIDATED**

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2020 are hereby approved.

**SECTION 7. EFFECTIVE DATE**

This Ordinance shall be effective July 1, 2019. Approved and adopted on third and final reading this \_\_\_ day of June, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

First Reading, by Title Only:  
Second Reading:  
Public Hearings:  
Third and Final Reading:



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

AIRPORTS - BUDET DOCUMENT FY 2020

**Council Committee:**

COUNCIL

**Meeting Date:**

JUNE 10, 2019

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

JON REMBOLD, AIRPORTS DIRECTOR

**Issues for Consideration:**

AIRPORTS BUDGET FOR FY 2020

**Points to Consider:**

AIRPORTS BUDGET FOR FY 2020

**Funding & Liability Factors:**

N/A

**Council Options:**

APPROVE/DISAPPROVE

**Recommendation:**

APPROVE

**ORDINANCE NO. 2019-\_\_**

**FY 2019-2020 BEAUFORT COUNTY AIRPORTS BUDGET (ENTERPRISE FUND)**

**An Ordinance adopting a Beaufort County Airports budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020 (appropriations from the Beaufort County General Fund being unnecessary for the operations of the Airports).**

**WHEREAS** Beaufort County Code of Ordinance Chapter 6 Establishes the Beaufort County Airports Board (BCAB); and

**WHEREAS** the BCAB purpose includes advising County Council on financial matters, among other items, to ensure the economical, self-sufficiency of the County’s Airports; and

**WHEREAS** the BCAB and the Airports Director establish the Airports’ annual operations budget with the approval of County Council; and

**WHEREAS** the BCAB met on May 16, 2019, reviewed the proposed annual budget, and recommends approval of the operations budget attached hereto for both the Beaufort County Airport and the Hilton Head Airport.

**BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:**

**SECTION 1.** The Beaufort County Airports consist of both the Beaufort County Airport and the Hilton Head Island Airport.

**SECTION 2.** Each airport collects fees for services including but not limited to parking fees, sale of fuel, landing fees, parking/tie-down fees, ramp use fees and hangar rental fees.

**SECTION 3.** The BCAB provides advice and recommendation regarding the airports’ operations budget. The BCAB recommends approval of the attached operations budgets.

**SECTION 4. AIRPORT OPERATIONS BUDGET**

An amount of \$636,000 for the operations of the Beaufort County Airport and an amount of \$3,826,320 for the operations of the Hilton Head Airport as shown on the attached **“AIRPORTS FUND – BEAUFORT COUNTY (LADY’S ISLAND) AND HILTON HEAD ISLAND AIRPORTS”** is hereby approved by Beaufort County Council.

**SECTION 5. BUDGETARY ACCOUNT BREAKOUT**

The line-item budgets attached hereto and recommended by the BCAB for FY 2019-2020 are incorporated herein by reference and shall be part and parcel of this Ordinance.

**SECTION 6. EFFECTIVE DATE**



This Ordinance shall be effective July 1, 2019. Approved and adopted on third and final reading this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

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

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

DRAFT

**BEAUFORT COUNTY, SOUTH CAROLINA**

**PROPRIETARY FUNDS**

The Proprietary Funds are different in purpose from the government funds and designed to be like business financial reporting. Since they are like business accounting, records are kept on activities regardless of the duration of the activity. The idea is to determine if the fund is breaking even considering all activities by using accrual accounting.

The County's Proprietary Funds consist of the Stormwater Management Utility Fund, Beaufort County Airport located on Lady's Island and Hilton Head Island Airport.

The following pages contain information for the Beaufort County Airport and the Hilton Head Island Airport.

**AIRPORTS FUND – BEAUFORT COUNTY (LADY’S ISLAND) AND HILTON HEAD ISLAND AIRPORTS**

The Beaufort County Department of Airports Fund is used to accumulate the revenues and expenses related to the operation of the county’s two airports. Operations are financed primarily with fees collected for services, leases, grants, and other airport related services. The revenues, expenses and retained earnings are reported in the Proprietary Fund for annual financial reporting purposes.

**AIRPORT TERMINOLOGY**

The following abbreviations are referenced throughout the Airport Enterprise Fund. These are standard abbreviations used in the industry.

1. FBO – Fixed Based Operations
2. PFC – Passenger Facility Charges
3. FAA – Federal Aviation Administration
4. SCAC – South Carolina Aeronautics Commission
5. ATCT – Air Traffic Control Tower
6. GA – General Aviation
7. ARFF – Aircraft Rescue and Firefighting
8. AIP – Airport Improvement Plan

**BEAUFORT COUNTY DEPARTMENT OF AIRPORTS**

The Department of Airports, operating as an Enterprise Fund, is responsible for planning, developing, operating and maintaining two (2) airports under the jurisdiction of Beaufort County: Beaufort County Airport on Lady's Island (ARW) and Hilton Head Island Airport (HXD). The Department is responsible for administering all aeronautical activities as required by the Federal, State, County and local laws, regulations, ordinances and statutes. It is responsible for the positive growth of all aeronautical activities and development of all airports under its jurisdiction in the county. It is responsible for normal and emergency operations, security and maintenance at all Beaufort County airports. It provides for fueling services for general aviation and commercial aircraft at HXD through its FBO, Signature Flight Support and conducts its own FBO services at ARW. It is responsible for the administration of all contracts and agreements entered into by Beaufort County for use and support of all airport facilities within the Beaufort County Airport System.

**GOALS AND OBJECTIVES**

The Department's objective is to operate an airport system that is safe and efficient yet maximizes both the internal and external customer expectations. In the coming year the Department of Airports will close out several critical construction projects and will begin several others, all of which will allow the airport system to continue operating efficiently and safely. Each scheduled project is strategically timed to meet projected activity forecasts within the approved budget while maintaining full compliance with all FAA, DHS/TSA, and other regulatory requirements. Further, it is the goal of the Department to complete ongoing projects and initiate new projects in accordance with the approved master plan for each airport in an effort to provide for the most updated facilities to support safe and efficient aviation operations.

The Department will also continue to take a lead role to further maintain and improve air service levels at Hilton Head Island Airport with the goal of "expanding the brand" of Hilton Head Island to new, non-stop markets through new carrier attraction efforts as well as fostering new, expanded opportunities with its existing airline partners. This past year has been a successful one with the transition of American Airlines to regional jet service and the addition of United Airlines and the return of Delta Air Lines to the Island. Recognizing the airport's position as one of the key economic engines in the Lowcountry, the Department will:

- Work to maintain a reasonable, fair, market based and competitive fee structure for all services provided to its customers and the public, and
- Provide a sound financial foundation to support the County's airport system development needs, and
- Work toward an overall goal of making each airport within the airport system financially self-sufficient.

BEAUFORT COUNTY/LADY'S ISLAND AIRPORT

	FY 2018 Actual	FY 2019 Approved Budget	FY 2019 Actual to Date 3/31/2019	FY 2020 Proposed Budget
<b><u>Operating Revenues</u></b>				
Fuel and Oil Sales	\$ 443,502	\$ 453,000	\$ 299,635	\$ 453,000
Operating Agreements/Concessions	4,613	6,800	3,645	6,800
Landing Fees	13,485	15,200	9,563	15,200
Interest Income	218	-	-	-
Rental Income	158,024	155,000	138,246	161,000
<b>Total Operating Revenues</b>	<b><u>\$ 619,842</u></b>	<b><u>\$ 630,000</u></b>	<b><u>\$ 451,089</u></b>	<b><u>\$ 636,000</u></b>
<b><u>Operating Expenses</u></b>				
Costs of Sales and Services	296,729	276,000	201,281	326,000
Salaries and Benefits	207,207	150,000	116,563	150,000
Purchased/Contractual Services	135,943	126,000	141,326	126,000
Supplies	16,494	15,000	8,625	15,000
Depreciation Expense	54,006	55,000	40,590	55,000
<b>Total Operating Expenses</b>	<b><u>\$ 710,379</u></b>	<b><u>\$ 622,000</u></b>	<b><u>\$ 508,385</u></b>	<b><u>\$ 672,000</u></b>
<b><u>Non-Operating Revenues (Expenses)<sup>1</sup></u></b>				
Federal and State Grants	179,334	1,995,000	210,984	1,012,033
Capital Projects (AIP)	(285,921)	(2,100,000)	(670,936)	(1,065,298)
<b>Total Non-Operating Revenues (Expenses)</b>	<b><u>\$ (106,587)</u></b>	<b><u>\$ (105,000)</u></b>	<b><u>\$ (459,952)</u></b>	<b><u>\$ (53,265)</u></b>
<b>Authorized Positions*</b>				
Full Time	1	1	1	1
Part Time	5	5	5	5

Note 1: Non-operating revenue and expenses are related to Federal and State Grants that fund Airport Improvement Projects (AIP). Timing of these revenues and expenses is dependent mostly on the FAA. Federal and State Grants are reimbursement of expenses. Therefore, in some fiscal years expenses can exceed revenues and in other fiscal years it is possible for revenues to exceed expenses.

HILTON HEAD ISLAND AIRPORT

	FY 2018 Actual	FY 2019 Approved Budget	FY 2019 Actual to Date 3/31/2019	FY 2020 Proposed Budget
<b>Operating Revenues</b>				
Fixed Base Operator Revenue	\$ 349,390	\$ 375,000	\$ 300,965	\$ 375,000
Operating Agreements/Concessions	397,350	507,000	363,343	1,250,000
Firefighting/Security Fees	324,691	282,000	240,484	470,000
Passenger Facility Charges	115,833	150,000	145,809	580,000
Parking/Taxi Fees	8,350	37,000	39,932	125,000
Landing Fees	51,932	85,000	58,915	210,000
Interest Income	1,240	-	-	-
Rental Income	352,070	350,000	210,238	771,320
Miscellaneous/Other	44,809	45,000	50,374	45,000
<b>Total Operating Revenues</b>	<b>\$ 1,645,665</b>	<b>\$ 1,831,000</b>	<b>\$ 1,410,060</b>	<b>\$ 3,826,320</b>
<b>Operating Expenses</b>				
Salaries and Benefits	931,875	760,000	704,122	975,000
Purchased/Contractual Services	648,304	510,000	772,500	950,000
Supplies	31,306	77,000	33,113	77,000
Interest Expense	83,787	80,000	60,113	80,000
Depreciation Expense	571,309	450,000	416,295	550,000
<b>Total Operating Expenses</b>	<b>\$ 2,266,581</b>	<b>\$ 1,877,000</b>	<b>\$ 1,986,143</b>	<b>\$ 2,632,000</b>
<b>Non-Operating Revenues (Expenses)<sup>1</sup></b>				
Federal and State Grants	15,159,955	5,000,000	4,900,255	2,000,000
Capital Projects (AIP)	(15,617,022)	(3,200,000)	(3,105,387)	(3,950,000)
Capital Equipment <sup>2</sup>	(38,880)	(45,000)	-	-
<b>Total Non-Operating Revenues (Expenses)</b>	<b>\$ (495,947)</b>	<b>\$ 1,755,000</b>	<b>\$ 1,794,868</b>	<b>\$ (1,950,000)</b>
<b>Authorized Positions</b>				
Full Time (see below)	12	13	12	13
Part Time	0	0	0	0
<b>Full Time Positions include:</b>				
Airport Director	1	1	1	1
Airport Support Staff	4	5	4	5
Airport Firefighters	7	7	7	7
Law Enforcement Officers	0	3	0	0

Note 1: Non-operating revenue and expenses are related to Federal and State Grants that fund Airport Improvement Projects (AIP). Timing of these revenues and expenses is dependent mostly on the FAA. Federal and State Grants are reimbursement of expenses. Therefore, in some fiscal years expenses can exceed revenues and in other fiscal years it is possible for revenues to exceed expenses.

Note 2: Capital equipment expenses are capitalized and depreciated within a Proprietary Fund and are not represented on the revenue and expense statement as an expense.

**AIRPORT IMPROVEMENT PROJECTS****FY 2020 Project Narratives****HILTON HEAD ISLAND AIRPORT (HXD)****HXD – Environmental Assessment (EA) for Commercial Service Terminal**

The terminal serving the commercial airlines and their customers requires expansion and renovation due to the increase in commercial airline service at the Hilton Head Island Airport. The project will include the purchase of several properties. The EA includes a multifaceted review of potential impacts of the proposed project and provides for public information sessions prior to the generation of the draft report. Following the reviews of the draft report, a final report will be submitted for their review and concurrence.

Estimated Cost:	\$290,000
FAA Cost:	\$261,000
SCAC Cost:	\$14,500
HXD Cost:	\$14,500

**HXD – Commercial Service Terminal – Immediate Needs Projects**

In order to accommodate the three network airlines, an expected 300% increase in passengers, TSA, and the other critical tenants at the airport, a series of projects has been undertaken to make short-term upgrades in and around the existing terminal. These include projects such as relocation of TSA screening equipment, TSA staff office facilities, upfit of airline operations areas, additional ramp paving, new ramp lighting, additional hold room space, and other associated projects. These costs are currently borne by the airport but are in the review phase with the FAA in an attempt to secure grant funding.

Estimated Cost:	\$1,250,000
FAA Cost:	\$1,125,000
SCAC Cost:	\$62,500
HXD Cost:	\$62,500

**HXD – Commercial Service Terminal – Design**

In order to accommodate the three network airlines, an expected 300% increase in passengers, TSA, and the other critical tenants at the airport, and in anticipation of continued growth, the terminal requires expansion and renovation. The terminal will be modernized and expanded, resulting in an improved customer experience, better work environment for airport tenants, and increased opportunities for revenue generation.

Estimated Cost:	\$1,663,000
FAA Cost:	\$1,486,700
SCAC Cost:	\$88,150
HXD Cost:	\$88,150

**HXD – Renovation of 154 Beach City Road – Airport Maintenance and Administration**

In order to provide adequate space to the airlines serving the community and TSA, airport administration has moved out of the terminal facility and into a temporary office. Airport Maintenance has had to use temporary facilities for over 2 years due to a lack of buildings on the airport. This project provides for the renovation of a portion of the building at 154 Beach City Road that was partially demolished so that it can be used for Administration and Maintenance. Initial discussions with the FAA indicate that it is not a project that is eligible for funding, but it is critical to airport operations.

Estimated Cost:	\$1,500,000
FAA Cost:	Not Applicable
SCAC Cost:	Not Applicable
HXD Cost:	\$1,500,000

**HXD – Property Acquisition – Runway Protection Zone (RPZ)**

This project will accomplish the acquisition of property that is located in the RPZ. The FAA requires that the airport sponsor (County) own or control via zoning, land use regulations, etc. properties in the RPZ in an effort to preserve life and property. The estimate below marks the initial phase, which includes professional services associated with appraisals and relocation assistance consultation. The actual property acquisition costs, relocations costs, and other costs (legal) will be discussed in future documents.

Estimated Cost:	\$70,307
FAA Cost:	\$63,276
SCAC Cost:	\$3,515
HXD Cost:	\$3,516

**HXD – Property Acquisition – Terminal Expansion**

This project will accomplish the acquisition of property that is located adjacent to the commercial service terminal. In order to develop the terminal, the additional space is required for safe movement of aircraft on the ramp. The estimate below marks the initial phase, which includes professional services associated with appraisals and relocation assistance consultation. The actual property acquisition costs, relocations costs, and other costs (legal) will be discussed in future documents.

Estimated Cost:	\$175,290
FAA Cost:	\$161,361
SCAC Cost:	\$6,964
HXD Cost:	\$6,965



**HXD – Aircraft Rescue and Firefighting Crash Truck**

Due to the increase in commercial service, HXD has increased its ARFF Index from A to B, which requires an additional crash truck. HXD's ARFF Department plans to add a 1,500-gallon capacity crash truck in order to maintain the required readiness index as prescribed by Title 14 CFR Part 139 for Commercial Service Airports.

Estimated Cost:	\$500,000
FAA Cost:	\$450,000
SCAC Cost:	\$25,000
HXD Cost:	\$25,000

**BEAUFORT COUNTY AIRPORT (ARW)****ARW – Airfield Electrical Rehabilitation and Replacement**

Airfield electrical systems sustained major damage during Hurricane Matthew and Tropical Storm Irma. This project includes the replacement of the airfield electrical systems including upgrades to LED lights and a separate electrical vault. This estimate includes construction of the new systems as well as the construction administration, inspection, and quality assurance.

Estimated Cost:	\$1,065,298
FAA Cost:	\$958,768
SCAC Cost:	\$53,265
ARW Cost:	\$53,265



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

2019-20 Stormwater Management Utility Budget

#### Council Committee:

Finance Committee, Recommended approval May 28, 2019 vote 9:0

#### Meeting Date:

CC June 10, 2019

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

Eric Larson, Stormwater Utility Manager

#### Issues for Consideration:

The rate increase proposed will result in a steady fee to the average homeowner over the next 5 years.

#### Points to Consider:

Without a rate increase this year, property owners are likely to incur a more dramatic increase within the next 2-3 years.

#### Funding & Liability Factors:

none.

#### Council Options:

Approve or Approve with amendments

#### Recommendation:

Approve FY 2020 budget as presented.

**ORDINANCE NO. 2019-\_\_**

**FY 2019-2020 BEAUFORT COUNTY STORMWATER MANAGEMENT UTILITY BUDGET (ENTERPRISE FUND)**

**AN ORDINANCE ADOPTING A BEAUFORT COUNTY STORMWATER MANAGEMENT UTILITY BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020 (APPROPRIATIONS FROM BEAUFORT COUNTY GENERAL FUND BEING UNNECESSARY FOR THE OPERATIONS OF THE STORMWATER MANAGEMENT UTILITY).**

**WHEREAS** Beaufort County Code of Ordinance Chapter 99 Establishes the Beaufort County Stormwater Management Utility and specifically Sec. 99-116 establishes the Beaufort County Stormwater Management Utility Board (SWMUB); and

**WHEREAS** the SWMUB purpose includes advising and recommending to County Council appropriate funding levels for the provision of stormwater management services; and

**WHEREAS** the SWMUB and stormwater utility staff establish the stormwater management services for residential, commercial, industrial and governmental entities within Beaufort County based on the collection of fees as established by Beaufort County Ordinance and with the approval of County Council; and

**WHEREAS** the SWMUB met on March 13, 2019, reviewed the proposed annual budget, and recommended approval of the 2019-20 operations budget in the amount of \$6,944,397.00 ; and

**WHEREAS**, after the SWMUB recommendation, a review of estimated Interest Income resulted in a reduction from \$148,938 in projected interest income to \$125,000 in projected interest income (a difference of \$23,938.00) and is included in the attached detailed budget and staff recommendation of \$6,920,459 for fiscal year 2019-20.

**BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:**

**SECTION 1.** The Beaufort County SWMUB is charged with advising County Council and making recommendations for appropriate funding levels for stormwater utility management operations budget.

**SECTION 2.** Stormwater fees are collected in accordance with County ordinance and such fees are enterprise funds, separate and apart from the Beaufort County General Fund.

SECTION 3. The SWMUB recommends approval of the attached operations budgets for the performance of stormwater management utility operations.

SECTION 4. STORMWATER MANAGEMENT UTILITY BUDGET

An amount of \$6,920,459.00 for the operations of the Stormwater Management Utility services and programs as shown on the attached exhibit “**Stormwater Management Utility Operations Budget for Fiscal Year 2019-20**” is hereby approved.

SECTION 5. BUDGETARY ACCOUNT ATTACHED

The line-item budgets attached hereto and recommended by the SWMUB for FY 2019-2020 are incorporated herein by reference and shall be part and parcel of this Ordinance.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2019. Approved and adopted on third and final reading this \_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

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

First Reading:

Second Reading:  
Public Hearing:  
Third and Final Reading:

**BEAUFORT COUNTY, SOUTH CAROLINA**

**PROPRIETARY FUNDS**

The Proprietary Funds are different in purpose from the government funds and designed to be like business financial reporting. Since they are like business accounting, records are kept on activities regardless of the duration of the activity. The idea is to determine if the fund is breaking even considering all activities by using accrual accounting.

The County's Proprietary Funds consist of the Stormwater Management Utility Fund, Beaufort County Airport located on Lady's Island and Hilton Head Island Airport.

The following pages contain information for the Beaufort County Stormwater Management Utility Fund.

## **STORMWATER MANAGEMENT UTILITY FUND**

The Stormwater Utility was established by County Ordinance 18 years ago and its activities are guided by a Comprehensive Master Plan completed in 2018, the minimum control measures outlined in the County's 2015 permit under the National Pollutant Discharge Elimination System (NPDES) program and advised by a Stormwater Management Utility Board. Requirements concerning Stormwater Systems are found in the County's Community Development Code (CDC) and the design criteria found in our Best Management Practices Manual.

The Utility partners with the City of Beaufort, and the Towns of Bluffton, Port Royal, and Hilton Head Island through local intergovernmental agreements. The fees that are collected within a municipality's jurisdiction are then distributed back to the municipality. Each political jurisdiction has an individual stormwater utility, which is a separate fund and a dedicated revenue source for funding activities and programs related to stormwater management. The jurisdictions coordinate on the utility administration element of their programs and share some services to achieve greater efficiencies, but the programs are separate and are managed within each jurisdiction's local government.

The County has been designated as a municipal separate storm sewer system (MS4) and in 2015 the County began to be permitted under the federal Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) program. Compliance with this permit will be expensive in the coming years and the County will have mounting costs to maintain an aging infrastructure. Beginning in 2015, the County has increased its rates and shifted to an updated stormwater utility fee rate structure to achieve the fairest distribution of utility costs among ratepayers, the best use of available data, and a level of revenue sufficient to achieve program needs and requirements.

The County maintains some larger drainage infrastructure within each of the four municipalities in addition to the unincorporated area. Previously the maintenance of the infrastructure within the four municipalities was limited in the incorporated areas because funding levels, supported by the unincorporated ratepayers only, were insufficient. In 2015, the County began collecting a County-wide Infrastructure fee from ratepayers within the incorporated areas to distribute the County's costs for county-wide infrastructure maintenance across all the unincorporated and incorporated areas of the County based on linear feet of pipes and open ditches in each jurisdiction.

In 2017, the Utility issued Revenue Bonds in the amount of \$5,000,000 to provide adequate funding for the capital improvement program. Debt service is included in the FY 19-20 budget.

## **STORMWATER MANAGEMENT UTILITY TERMINOLOGY**

The following abbreviations are referenced throughout the Stormwater Management Utility Enterprise Fund. These are standard abbreviations used in the industry.

1. MS4 – Municipal Separate Storm Sewer System
2. EPA – Environmental Protection Agency
3. NPDES – National Pollutant Discharge Elimination System
4. SFR – Single Family Residential
5. IA – Impervious Area Unit of billing
6. GA – Gross Area (or Acreage) Unit of billing
7. SWU – Stormwater Utility
8. CWI – Countywide Infrastructure
9. BMP – Best Management Practices



## Stormwater Management Utility Budget for Fiscal Year 2019-20

	FY 2018 Actual	FY 2019 Approved Budget	FY 2019 Actual to Date 3/31/2019	FY 2020 Proposed Budget
<b>Operating Revenues</b>				
Stormwater Utility Fees	\$ 5,109,574	\$ 5,166,037	\$ 4,866,997	\$ 6,036,745
Stormwater Infrastructure Fees	566,020	557,234	581,461	737,445
Stormwater Utility Project Billings	27,621	168,609	14,675	21,269
Interest Income	148,938	2,500	-	125,000
Miscellaneous/Other Revenue	<u>1,658</u>	<u>-</u>	<u>11,245</u>	<u>-</u>
<b>Total Operating Revenues</b>	<b><u>\$ 5,853,811</u></b>	<b><u>\$ 5,894,380</u></b>	<b><u>\$ 5,474,378</u></b>	<b><u>\$ 6,920,459</u></b>
<b>Operating Expenses</b>				
Salaries and Benefits	2,743,361	3,061,410	1,507,175	3,637,402
Purchased/Contractual Services	715,092	1,157,306	705,469	1,046,650
Supplies	239,709	387,360	257,718	465,677
Interest Expense	85,244	188,268	188,193	188,268
Depreciation Expense	<u>305,682</u>	<u>357,397</u>	<u>307,337</u>	<u>475,003</u>
<b>Total Operating Expenses</b>	<b><u>4,089,088</u></b>	<b><u>5,151,741</u></b>	<b><u>2,965,892</u></b>	<b><u>5,813,000</u></b>
<b>Non-Operating Revenues (Expenses)<sup>1</sup></b>				
Federal and state grants	616,990	-	175,010	-
Capital Projects	(1,331,274)	(2,145,569)	(262,978)	(1,916,638)
Capital Equipment	<u>(1,252,869)</u>	<u>(1,213,258)</u>	<u>(503,258)</u>	<u>(698,940)</u>
<b>Total Non-operating Revenues (Expenses)</b>	<b><u>(1,967,153)</u></b>	<b><u>(3,358,827)</u></b>	<b><u>(591,226)</u></b>	<b><u>(2,615,578)</u></b>
<b>Total Expenses</b>	<b><u>\$ 6,056,241</u></b>	<b><u>\$ 8,510,568</u></b>	<b><u>\$ 3,557,118</u></b>	<b><u>\$ 8,428,577</u></b>
Authorized Positions	54	55	51	56
<p>Note 1: Capital expenses are capitalized and depreciated within a Proprietary Fund and are not represented on the revenue and expense statement as an expense. The Capital Projects are funded by a General Obligation Bond Issue in the amount of \$5 million and issued in 2017.</p>				

**STORMWATER MANAGEMENT UTILITY PERFORMANCE**  
**MEASURES/OPERATING INDICATORS**

Billable accounts database, collection rates

Stormwater Utility revenue comes from user fees billed annually in conjunction with the property tax bill. A user fee, different from a tax, is based on measurable units including impervious area (hard surfaces) and acreage. Since it is a user fee, all properties pay fees, including churches, schools, and government agencies. The only exceptions are rights-of-way for roads, boat slips, railroad, and submerged properties. This fair and equitable system directly related fee for service.

GIS mapping

The cost of stormwater management is largely focused on operations and maintenance of the current system. In order to determine the cost of our service we must have an inventory of the system. Staff continually surveys our pipes, ditches, detention ponds, and other features to populate a GIS map and database.

Beaufort County Connect Data

BC Connect is a smart phone and website application used by the public and staff to document and track response to complaint, issues, and needs. Once investigated by staff, if action is needed, a project is created and tracked in PubWorks and SWIMS.

MS4 permit

The Clean Water Act Phase II implementation of the Municipal Separate Stormsewer System (MS4) permit is the driving document for the regulatory programs within the Utility. The permit is published on the County website and includes numerous tasks and programs that the County must perform annually to stay within compliance with the permit.

MUNIS Data

The MUNIS software is used to issue and track stormwater permits required for all construction in the County. The regulatory staff conducts plan review, issues permits, and performs inspections to maintain MS4 compliance.

PubWorks Data

PubWorks is a project management software that is used to estimate project costs and track progress. Each O&M project is defined within PubWorks to determine an estimate of manpower, equipment, and materials. During construction, the estimate is replaced with the actual hours, quantities, and cost. That data is then used to estimate production rates that once applied to the GIS mapping inventory, gives the department a projected cost of service annually.

CIP schedules and budgets

Once a decade, the County updates the Stormwater Master Plan. The plan documents the program status and studies the health of the stormwater system and the receiving water bodies. The Plan then recommends capital projects to make improvements to water quality as needed. Those projects are placed within 5-year business plans and funding from the Utility is set aside for the projects. These projects have internal performance measures including cost and schedule.

## Monitoring

The goal of the Stormwater Utility is to maintain and improve the health of our waters. Monitoring is the means to document our progress towards our goals. The County has developed a monitoring program in conjunction with USCB and routinely samples and studies the watersheds of the County. The results of monitoring are incorporated into the Master Plan, reported annually to DHEC as part of the MS4 permit requirements, and documented within the GIS mapping.

## Stormwater Work and Information Management System (SWIMS)

SWIMS is a work order database for managing complaint driven and internally generated operations and maintenance projects. It differs from PubWorks in that the use of SWIMS is to score and prioritize projects in a logical and defensive manner. Each complaint or identified need that is defined as a project in PubWorks will be evaluated on the health, safety, and welfare of the affected population, time the need has gone unmet, severity of the problem, whether the issue creates impassable roads or is emergency related, and other factors so that urgent needs are handled promptly. Since time since reported is a criteria in scoring, even minor nuisance issues are never forgotten about or pushed down the list so that they are never completed.

## Workforce Application

Workforce is currently under development by the County's GIS department. Once implemented, it will consist of a iPad type application that collects data from the crew leaders and foremen in the field and auto-populates updates to the data found in PubWorks, Connect, and SWIMS.

The Stormwater Utility Board is made up of appointed representatives selected by County Council and the four municipalities partnered with the County. The Board meets monthly in which all these Performance Measures and Operating Indicators are reported to the public.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

2019-20 Beaufort County Budget Ordinance

#### Council Committee:

Finance Committee, Recommended approval June 3, 2019 vote 10:0

#### Meeting Date:

CC June 17, 2019

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

#### Issues for Consideration:

#### Points to Consider:

#### Funding & Liability Factors:

#### Council Options:

Approve or Approve with amendments

#### Recommendation:

Approve FY 2019-2020 budget as presented.

**FY 2019-2020 BEAUFORT COUNTY BUDGET**

**To provide for the levy of tax for corporate Beaufort County for the fiscal year beginning July 1, 2019 and ending June 30, 2020, to make appropriations for said purposes, and to provide for budgetary control of the County's fiscal affairs.**

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

The County Council of Beaufort County hereby appropriates the funds as detailed in the attached "Exhibit A" and the below Sections 3, 4, 5, 6, 7 and 8 of this Ordinance. Further, that the County Council of Beaufort County hereby establishes the millage rates as detailed in Sections 2 and 3 of this Ordinance. However, the County Council of Beaufort County reserves the right to modify these millage rates as may be deemed necessary and appropriate.

SECTION 2. MILLAGE

The County Auditor is hereby authorized and directed to levy in Fiscal Year 2019-2020 a tax of 65.22 mills on the dollar of assessed value of property within the County, in accordance with the laws of South Carolina. These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations hereafter passed by the County Council of Beaufort County.

County Operations	50.04
Higher Education	2.37
Indigent Care BJHCHS	0.47
Indigent Care BMH	0.34
Economic Development	0.26
County Capital	0.66
County Debt Service	5.58
Purchase of Real Property Program	5.50

SECTION 3. SPECIAL DISTRICT TAX LEVY

The County Auditor is hereby authorized and directed to levy, and the County Treasurer is hereby authorized and directed to collect and distribute the mills so levied, as provided by law, for the operations of the following special tax districts:

	<u>Revenues</u>	<u>Expenditures</u>	<u>Millage Rate</u>
Bluffton Fire District Operations	\$16,403,510	\$16,349,031	24.10
Bluffton Fire District Debt Service	\$ 980,000	\$ 980,000	1.60
Burton Fire District Operations	\$ 5,653,500	\$ 5,643,491	70.33
Burton Fire District Debt Service	\$ 385,268	\$ 385,268	5.15
Daufuskie Island Fire District Operations	\$ 1,211,241	\$ 1,236,230	62.01
Daufuskie Island Debt Service	\$ - 0 -	\$ - 0 -	0.00

Lady's Island/St. Helena Is. Fire District Operation	\$ 6,402,913	\$ 6,381,704	40.12
Lady's Island/St. Helena Is. Fire District Debt Service	\$ 308,338	\$ 308,338	2.00
Sheldon Fire District Operations	\$ 1,459,561	\$ 1,463,100	38.52
Sheldon Fire District Debt Service	\$ 156,762	\$ 156,762	4.13

Note: Any difference between revenue and expenditures will constitute a use of fund balance.

#### SECTION 4. COUNTY OPERATIONS APPROPRIATION

An amount of \$134,849,717.00 is appropriated to the Beaufort County General Fund to fund County Administration Operations, Elected Officials, and State Appropriations as provided on the attached "Exhibit A":

Management of Elected Officials and State Appropriations' individual accounts shall be the responsibility of the duly elected official for each office. At no time shall the elected official exceed the budget appropriation identified above without first receiving an approved supplemental appropriation by County Council.

\*Appropriation of \$189,000.00 of the Solicitor's budget shall be for a one-year pilot program for the exclusive purpose of funding two prosecuting attorneys for prosecution of DUI cases in Beaufort County Magistrate court. Appropriation of this fund is not to be included in the recurring budget allocated to the Solicitor's agency. County Council reserves the right to exclude the funds for this pilot program in next year's budget.

The detailed Fiscal Year 2020 Beaufort County Operations budget provided in the attached "Exhibit A" containing line-item accounts by department and/or agency is hereby adopted as part of this Ordinance.

#### SECTION 5. COUNTY OPERATIONS REVENUES

The appropriation for County Operations will be funded from the following revenue sources:

- A. \$ 99,175,894 to be derived from tax collections;
- A.1 \$ 6,729,093 Ad Valorem Tax Collections (separately stated millage)
- B. \$ 12,661,700 to be derived from charges for services;
- C. \$ 9,249,610 to be derived from intergovernmental revenue sources;
- D. \$ 4,055,200 to be derived from fees for licenses and permits;
- E. \$ 1,568,750 to be derived from inter-fund transfers;
- F. \$ 676,500 to be derived from fines and forfeitures' collections;
- G. \$ 442,805 to be derived from interest on investments;
- H. \$ 290,165 to be derived from miscellaneous revenue sources;

Additional operations of various County departments are funded by Special Revenue sources. The detail of line-item accounts for these funds as shown on "Exhibit A" is hereby adopted as part of this Ordinance.

SECTION 6. PURCHASE OF DEVELOPMENT RIGHTS AND REAL PROPERTY PROGRAM

The revenue generated by a 5.50 mill levy is appropriated for the County's Purchase of Development Rights and Real Property Program.

SECTION 7. COUNTY DEBT SERVICE APPROPRIATION

The revenue generated by a 5.58 mill levy is appropriated to defray the principal and interest payments on all County bonds and on the lease-purchase agreement authorized to cover other Capital expenditures.

SECTION 8. BUDGETARY ACCOUNT BREAKOUT

The foregoing County Operations appropriations have been detailed by the County Council into line-item accounts for each department and is attached as "Exhibit A." The Fire Districts, as described in Section 3 of this Ordinance, line-item budgets are attached hereto as Exhibit B, and are also part and parcel of this Ordinance.

SECTION 9. OUTSTANDING BALANCE APPROPRIATION

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the Unreserved Fund Balance of that fund.

SECTION 10. AUTHORIZATION TO TRANSFER FUNDS

In the following Section where reference is made to "County Administrator", it is explicit that this refers to those funds under the particular auspices of the County Administrator requiring his or her approval shown on the attached "Exhibit A" as "County Administration Operation."

Transfers of monies/budgets among operating accounts, capital accounts, funds, and programs must be authorized by the County Administrator or his designee, upon the written request of the Department Head. Any transfer in excess of \$50,000 for individual or cumulative expenditures during any current fiscal year is to be authorized by the County Council, or its designee.

Transfer of monies/budgets within operating accounts, capital accounts, funds, and programs must be authorized by the County Administrator or his designee, upon written request of the Department Head. The County Administrator, or his designee, may also transfer funds from any departmental account to their respective Contingency Accounts. All transfers among and within accounts in excess of \$50,000 for individual or cumulative expenditures during any current fiscal year are to be reported to County Council through the Finance Committee on a quarterly basis.

SECTION 11. ALLOCATION OF FUNDS

The County Administrator is responsible for controlling the rate of expenditure of budgeted funds in order to assure that expenditures do not exceed funds on hand. To carry out this responsibility, the County Administrator is authorized to allocate budgeted funds.

SECTION 12. MISCELLANEOUS RECEIPTS ABOVE-ANTICIPATED REVENUES

Revenues other than, and/or in excess of, those addressed in Sections 4, 5, 6 and 7 of this Ordinance, received by Beaufort County, and all other County agencies fiscally responsible to Beaufort County, which are in excess of anticipated revenue as approved in the current budget, may be expended as directed by the revenue source, or for the express purposes for which the funds were generated without further approval of County Council. All such expenditures, in excess of \$10,000, shall be reported, in written form, to the County Council of Beaufort County on a quarterly basis. Such funds include sales of products, services, rents, contributions, donations, special events, insurance and similar recoveries.

SECTION 14. TRANSFERS VALIDATED

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2019, are hereby approved.

SECTION 15. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2019. Approved and adopted on third and final reading this \_\_\_ day of June, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

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

First Reading, By Title Only:  
Second Reading:  
Public Hearings:  
Third and Final Reading:

Chronology

- Third and final reading approval occurred
- Public hearing two of two occurred
- Second reading approval occurred
- Public hearing one of two held
- Finance Committee discussion to occurred



- Finance Committee discussion occurred
- First reading, by title only, occurred
- Finance Committee discussion occurred
- Finance Committee discussion occurred
- Strategic Planning Session discussion occurred

DRAFT

# EXHIBIT A

## FISCAL YEAR 2020 BEAUFORT COUNTY PROPOSED BUDGET

	FY 2019 Millage Rates (ORD 2018/20 and 2018/24)	Revised FY 2019 Appropriation	Revised Department Detail	Proposed Fiscal Year 2020 Changes	Fiscal Year 2020 Proposed Appropriation	Proposed Fiscal Year 2020 Millage Rates
<b>TOTAL COUNTY GENERAL FUND (OPERATIONS) MILLAGE RATE</b>	48.96					50.04

### SECTION 4. COUNTY OPERATIONS APPROPRIATION

<b>I. Elected Officials and State Appropriations:</b>						
A Sheriff	\$ 23,661,223			\$ 1,968,785	\$ 25,630,008	
Emergency Management	\$ 7,748,824			\$ -	\$ 7,748,824	
B Magistrate	\$ 2,063,293			\$ 150,919	\$ 2,214,212	
C Solicitor*	\$ 1,245,000			\$ 642,500	\$ 1,887,500	
D Clerk of Court	\$ 1,176,331			\$ 98,991	\$ 1,275,322	
E. Treasurer	\$ 1,606,917			\$ 9,000	\$ 1,615,917	
F. Auditor	\$ 912,186			\$ 10,739	\$ 922,925	
G Public Defender	\$ 849,809			\$ 50,000	\$ 899,809	
H Probate Court	\$ 811,925			\$ 4,542	\$ 816,467	
I. County Council	\$ 681,397			\$ 152,980	\$ 834,377	
J. Coroner	\$ 554,957			\$ 64,062	\$ 619,019	
K Master-in-Equity	\$ 329,369			\$ -	\$ 329,369	
L. Social Services	\$ 147,349			\$ (60,000)	\$ 87,349	
N Legislative Delegation	\$ 65,760			\$ -	\$ 65,760	
<b>Total Elected Officials and State Appropriations</b>	<b>\$ 41,854,340</b>			<b>\$ 3,092,518</b>	<b>\$ 44,946,858</b>	
<b>II. County Administration Operations:</b>						
A Public Works	\$ 16,964,781					
Director of Public Services		\$ 141,962		\$ -	\$ 141,962	
Public Works General Support and Administration		\$ 1,075,723		\$ 124,102	\$ 1,199,825	
Facilities Management		\$ 3,635,571		\$ -	\$ 3,635,571	
Buildings Maintenance		\$ 1,276,352		\$ -	\$ 1,276,352	
Grounds Maintenance		\$ 1,069,904		\$ -	\$ 1,069,904	
Roads/Drainage		\$ 1,749,668		\$ (176,781)	\$ 1,572,887	
Engineering		\$ 326,246		\$ (32,000)	\$ 294,246	
Solid Waste & Recycling		\$ 7,689,355		\$ 528,100	\$ 8,217,455	
B Administration	\$ 8,694,971					
County Administrator		\$ 775,012		\$ (115,301)	\$ 659,711	
Communications & Accountability		\$ 586,190		\$ -	\$ 586,190	
Broadcast Services		\$ 330,801		\$ -	\$ 330,801	
County Attorney/Legal		\$ 389,774		\$ 78,726	\$ 468,500	
Finance Department		\$ 779,334		\$ 260,000	\$ 1,039,334	
Risk Management		\$ 202,169		\$ 30,000	\$ 232,169	
Purchasing		\$ 190,966		\$ 15,000	\$ 205,966	
Business Licenses		\$ 72,600		\$ 7,000	\$ 79,600	
Information Technology		\$ 3,472,829		\$ 93,000	\$ 3,565,829	
Mapping & Applications		\$ 1,262,081		\$ -	\$ 1,262,081	
Records Management		\$ 633,215		\$ -	\$ 633,215	
C Emergency Medical Services	\$ 7,292,880			\$ 192,194	\$ 7,485,074	
D Detention Center	\$ 6,233,978			\$ -	\$ 6,233,978	
E. Community Services	\$ 4,808,055					
Veterans Affairs		\$ 174,772		\$ 43,400	\$ 218,172	
Public Welfare Subsidies (Together for Beaufort)		\$ 398,000		\$ -	\$ 398,000	
Disabilities & Special Needs		\$ 3,160,600		\$ -	\$ 3,160,600	
Alcohol & Drug Abuse		\$ 626,605		\$ -	\$ 626,605	
COSY		\$ 186,003		\$ -	\$ 186,003	
Daufuskie Ferry		\$ 262,075		\$ (82,075)	\$ 180,000	
F. Library	\$ 4,275,196			\$ -	\$ 4,275,196	
G Parks and Leisure Services	\$ 4,261,753			\$ -	\$ 4,261,753	
Hilton Head Island Recreation Association	\$ 215,000			\$ 60,000	\$ 275,000	
H Assessor	\$ 2,464,743			\$ -	\$ 2,464,743	
I. Mosquito Control	\$ 1,839,727			\$ -	\$ 1,839,727	
J. Building Codes and Enforcement	\$ 1,222,640					
Building Codes		\$ 908,536		\$ 118,120	\$ 1,026,656	
Codes Enforcement		\$ 314,104		\$ 52,240	\$ 366,344	
K. Public Health	\$ 81,000					
Ronald McDonald House		\$ 81,000		\$ -	\$ 81,000	
Beaufort Jasper Hampton Comprehensive Health Services		\$ -		\$ -	\$ -	
Beaufort Memorial Hospital		\$ -		\$ -	\$ -	
L. Animal Services	\$ 999,235			\$ 168,050	\$ 1,167,285	
N Employee Services	\$ 860,108			\$ -	\$ 860,108	
N Voter Registration	\$ 758,407			\$ -	\$ 758,407	
O Community Development (formerly Planning & Zoning)	\$ 933,645			\$ 86,883	\$ 1,020,528	
P. General Government Subsidies	\$ 723,061					
Economic Development		\$ 270,000		\$ 225,000	\$ 495,000	
LRTA/Palmetto Breeze		\$ 228,844		\$ 120,013	\$ 348,857	
Military Enhancement Committee (MEC)		\$ -		\$ 62,000	\$ 62,000	
Beaufort Soil and Water Conservation District		\$ -		\$ 25,000	\$ 25,000	
LCOG - per capita		\$ 121,675		\$ -	\$ 121,675	
LCOG - HOME Consortium		\$ 56,000		\$ -	\$ 56,000	
LCOG - Metro Planning Org		\$ 21,542		\$ -	\$ 21,542	
Small Business Development		\$ 25,000		\$ 10,000	\$ 35,000	
Q Traffic Engineering	\$ 573,116			\$ 32,000	\$ 605,116	
R Register of Deeds	\$ 557,199			\$ 28,500	\$ 585,699	
S. Zoning	\$ -			\$ -	\$ -	
T. Employer Provided Benefits	\$ 14,602,366			\$ 1,570,000	\$ 16,172,366	
<b>Total County Administration Operations</b>	<b>\$ 78,361,861</b>			<b>\$ 3,523,171</b>	<b>\$ 81,885,032</b>	

# EXHIBIT A

## FISCAL YEAR 2020 BEAUFORT COUNTY PROPOSED BUDGET

	FY 2019 Millage Rates (ORD 2018/20 and 2018/24)	Revised FY 2019 Appropriation	Revised Department Detail	Proposed Fiscal Year 2020 Changes	Fiscal Year 2020 Proposed Appropriation	Proposed Fiscal Year 2020 Millage Rates
<b>TOTAL COUNTY GENERAL FUND (OPERATIONS) MILLAGE RATE</b>	<b>48.96</b>					<b>50.04</b>
<b>SECTION 5. HIGHER EDUCATION ALLOCATION</b>						
A. The Technical College of the Lowcountry	1.185	\$ 2,254,645		\$ 63,371	\$ 2,318,016	1.185
B. University of South Carolina - Beaufort	1.185	\$ 2,254,645		\$ 63,371	\$ 2,318,016	1.185
<b>Total Higher Education Allocation</b>	<b>2.37</b>	<b>\$ 4,509,290</b>		<b>\$ 126,742</b>	<b>\$ 4,636,032</b>	<b>2.37</b>
<b>Separately Identified Appropriations and Millage Rates (Ordinance 2018/20)</b>						
Economic Development	0.26	\$ 500,000		\$ 8,594	\$ 508,594	0.26
Beaufort Memorial Hospital (Indigent Care)	0.34	\$ 650,000		\$ 15,085	\$ 665,085	0.34
Beaufort Jasper Hampton Comprehensive Health Services (Indigent Care)	0.47	\$ 900,000		\$ 19,382	\$ 919,382	0.47
<b>Total separate identified appropriations &amp; millage rates</b>	<b>1.07</b>	<b>\$ 2,050,000</b>		<b>\$ 43,061</b>	<b>\$ 2,093,061</b>	<b>1.07</b>
<b>Grand Total of Expenditures</b>		<b>\$ 126,775,491</b>		<b>\$ 6,785,492</b>	<b>\$ 133,560,983</b>	
<b>SECTION 6. COUNTY OPERATIONS REVENUES</b>						
A. Ad Valorem Tax Collections		\$ 93,139,780		\$ 6,036,114	\$ 99,175,894	
A.1. Ad Valorem Tax Collections (separately stated millage)		\$ 6,559,290		\$ 169,803	\$ 6,729,093	
B. Charges for Services		\$ 12,287,085		\$ 374,615	\$ 12,661,700	
C. Intergovernmental Revenue Sources		\$ 9,197,645		\$ 51,965	\$ 9,249,610	
D. Licenses and Permits		\$ 2,579,000		\$ 1,476,200	\$ 4,055,200	
E. Interfund Transfers		\$ 1,568,750		\$ -	\$ 1,568,750	
F. Fines and Forfeitures' collections		\$ 750,000		\$ (73,500)	\$ 676,500	
G. Interest on investments		\$ 442,805		\$ -	\$ 442,805	
H. Miscellaneous revenue sources		\$ 251,136		\$ 39,029	\$ 290,165	
<b>Total County Operations Revenues</b>		<b>\$ 126,775,491</b>		<b>\$ 8,074,226</b>	<b>\$ 134,849,717</b>	
<i>Surplus/(Deficit) of Revenues less Expenditures</i>		\$ -		\$ 1,288,734	\$ 1,288,734	
<i>Capital (one-time) requests</i>				\$ (1,288,734)	\$ (1,288,734)	0.66
				\$ -	\$ -	

\* Appropriation of \$189,000 shall be for a one year pilot program for the exclusive purpose of funding two prosecuting attorneys for prosecution of DUI cases in Beaufort County Magistrate court. Appropriation of this fund is not be included in the recurring budget allocated to the Solicitor's agency. County Council reserves the right to exclude the funds for this pilot program in next year's budget.

# EXHIBIT B

Beaufort County, South Carolina  
Fiscal Year 2020 Fire District Proposed Budgets and Millage Rates

5/16/2019

	Operations Millage % increase	Change in Millage Rate	Fiscal Year 2020 Proposed			Fiscal Year 2019 Approved		
			Revenues	Expenditures	Millage Rate	Revenues	Expenditures	Millage Rate
Bluffton Fire District Operations	0.00%	0.00	\$ 16,403,510	\$ 16,349,031	24.10	\$ 15,182,120	\$ 15,086,666	24.10
Bluffton Fire District Debt Service		<u>0.15</u>	\$ 980,000	\$ 980,000	<u>1.60</u>	\$ 850,000	\$ 850,000	<u>1.45</u>
Total Millage Rate		0.15			25.70			25.55
Burton Fire District Operations	2.19%	1.51	\$ 5,653,500	\$ 5,643,491	70.33	\$ 5,578,286	\$ 5,667,981	68.82
Burton Fire District Debt Service		<u>0.00</u>	\$ 385,268	\$ 385,268	<u>5.15</u>	\$ 385,268	\$ 385,268	<u>5.15</u>
Total Millage Rate		1.51			75.48			73.97
Daufuskie Island Fire District Operations	2.89%	1.74	\$ 1,211,241	\$ 1,236,230	62.01	\$ 1,219,630	\$ 1,219,630	60.27
Daufuskie Island Fire District Debt Service		<u>0.00</u>	\$ -	\$ -	<u>-</u>	\$ -	\$ -	<u>-</u>
Total Millage Rate		1.74			62.01			60.27
Lady's Island/St. Helena Is. Fire District Operations	2.09%	0.82	\$ 6,402,913	\$ 6,381,704	40.12	\$ 6,132,594	\$ 6,111,258	39.30
Lady's Island/St. Helena Is. Fire District Debt Service		<u>0.00</u>	\$ 308,338	\$ 308,338	<u>2.00</u>	\$ 311,338	\$ 311,338	<u>2.00</u>
Total Millage Rate		0.82			42.12			41.30
Sheldon Fire District Operations	3.60%	1.34	\$ 1,459,561	\$ 1,463,100	38.52	\$ 1,408,269	\$ 1,408,269	37.18
Sheldon Fire District Debt Service		<u>0.92</u>	\$ 156,762	\$ 156,762	<u>4.13</u>	\$ 139,259	\$ 139,259	<u>3.21</u>
Total Millage Rate		2.26			42.65			40.39

# EXHIBIT B

## Bluffton Township Fire District

### Fiscal Year 2020 Proposed Budget

#### Amended May 2, 2019 to Account for Implementation of the New Compensation Plan

	FY 2018 Actual	FY2019 Budget	FY2019 Projected	FY2020 Proposed
Operations Millage Rate	24.70	24.10	24.10	<b>24.10</b>
Revenues				
Ad Valorem Taxes	\$ 13,434,695	\$ 14,580,120	\$ 14,580,120	<b>\$ 15,616,800</b>
Fees	\$ 154,398	\$ 75,000	\$ 75,000	<b>\$ 150,000</b>
Grant Revenue SAFER	<u>337,644</u>	<u>527,000</u>	<u>527,000</u>	<b><u>387,000</u></b>
Total Revenues	<u>13,926,737</u>	<u>15,182,120</u>	<u>15,182,120</u>	<b><u>16,153,800</u></b>
Expenditures				
Salaries Regular (includes OT)	8,254,049	8,618,796	8,995,835	<b>9,797,380</b>
Benefits	3,800,869	4,460,854	4,300,000	<b>4,600,200</b>
Purchased Services	1,264,970	1,778,836	1,650,000	<b>1,569,179</b>
Supplies	<u>134,217</u>	<u>228,180</u>	<u>150,000</u>	<b><u>141,686</u></b>
Total Expenditures	<u>13,454,105</u>	<u>15,086,666</u>	<u>15,095,835</u>	<b><u>16,108,445</u></b>
Increase (Decrease) in Fund Balance	472,632	95,454	86,285	<b>45,355</b>
Fund Balance, Beginning	<u>\$ 2,663,886</u>	<u>\$ 3,136,518</u>	<u>\$ 3,231,972</u>	<b><u>\$ 3,318,257</u></b>
Fund Balance, Ending	<u>\$ 3,136,518</u>	<u>\$ 3,231,972</u>	<u>\$ 3,318,257</u>	<b><u>\$ 3,363,612</u></b>
FTEs:				
Administrative	21	22	22	22
Firemen	<u>112</u>	<u>127</u>	<u>127</u>	<b><u>127</u></b>
Total	133	149	149	<b>149</b>
Annual Debt Service Required	\$ 569,019	\$ 850,000	\$ 850,000	<b>\$ 980,000</b>
Debt Millage Rate	1.04	1.45	1.45	<b>1.60</b>

# EXHIBIT B

## Burton Fire District Fiscal Year 2020 Proposed Budget

	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Proposed
Operations Millage Rate	64.53	68.82	68.82	<b>70.33</b>
Revenues				
Ad Valorem Taxes	\$ 4,757,456	\$ 5,148,286	\$ 5,148,286	\$ <b>5,194,996</b>
Municipal Contracts	<u>430,000</u>	<u>430,000</u>	<u>430,000</u>	<u><b>458,504</b></u>
Total Revenues	<u>5,187,456</u>	<u>5,578,286</u>	<u>5,578,286</u>	<u><b>5,653,500</b></u>
Expenditures				
Salaries	3,075,889	3,068,374	3,068,374	<b>3,120,101</b>
Benefits	1,712,352	1,757,757	1,757,957	<b>1,565,526</b>
Purchased Services	548,650	585,610	585,610	<b>613,360</b>
Supplies/Capital Improvements	<u>200,050</u>	<u>256,000</u>	<u>256,000</u>	<u><b>344,504</b></u>
Total Expenditures	<u>5,536,941</u>	<u>5,667,981</u>	<u>5,667,981</u>	<u><b>5,643,491</b></u>
Increase (Decrease) in Fund Balance	(349,485)	(89,695)	(89,695)	<b>10,009</b>
Fund Balance, Beginning	<u>\$ 875,770</u>	<u>\$ 484,700</u>	<u>\$ 484,700</u>	<u>\$ <b>395,005</b></u>
Fund Balance, Ending	<u><u>\$ 526,285</u></u>	<u><u>\$ 395,005</u></u>	<u><u>\$ 395,005</u></u>	<u><u>\$ <b>405,014</b></u></u>
FTEs:				
Administrative	3	3	3	<b>3</b>
Firefighters	<u>55</u>	<u>53</u>	<u>53</u>	<u><b>53</b></u>
Total	58	56	56	<b>56</b>
Annual Debt Service Required	\$ 385,268	\$ 385,268	\$ 385,268	\$ <b>385,268</b>
Debt Millage Rate	5.26	5.15	5.15	<b>5.15</b>

# EXHIBIT B

## DAUFUSKIE ISLAND FIRE DISTRICT Fiscal Year 2020 Proposed Budget

	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Proposed
Operations Millage Rate	60.27	60.27	60.27	<b>62.01</b>
Revenues				
Ad Valorem Taxes	\$ 1,180,282	\$ 1,169,630	\$ 1,169,630	\$ <b>1,211,241</b>
Municipal Contracts	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenues	<u>1,180,282</u>	<u>1,169,630</u>	<u>1,169,630</u>	<u><b>1,211,241</b></u>
Expenditures				
Salaries	1,073,015	1,112,363	1,112,363	<b>1,128,963</b>
Purchased Services	<u>107,267</u>	<u>107,267</u>	<u>107,267</u>	<u><b>107,267</b></u>
Total Expenditures	<u>1,180,282</u>	<u>1,219,630</u>	<u>1,219,630</u>	<u><b>1,236,230</b></u>
Increase (Decrease) in Fund Balance	-	(50,000)	(50,000)	<b>(24,989)</b>
Fund Balance, Beginning	<u>\$ 374,644</u>	<u>\$ 374,644</u>	<u>\$ 374,644</u>	<u>\$ <b>324,644</b></u>
Fund Balance, Ending	<u><u>\$ 374,644</u></u>	<u><u>\$ 324,644</u></u>	<u><u>\$ 324,644</u></u>	<u><u>\$ <b>299,655</b></u></u>
FTEs:				
Administrative	1.5	1.5	1.5	<b>1.5</b>
Firefighters	<u>12</u>	<u>12</u>	<u>12</u>	<u><b>12</b></u>
Total Paid Staff	14	14	14	<b>14</b>
Volunteers	11	11	8	<b>8</b>
Annual Debt Service Required	\$ -	\$ -	\$ -	\$ -
Debt Millage Rate	-	-	-	-
Total Millage Rate	60.27	60.27	60.27	<b>62.01</b>

**This budget reflects the following:**

1.67 % longevity for firefighters \$8,228.

Mandated employer contribution rate increase in PORS from 16.84% to 17.84% or \$7,504.

FICA (Social Security) \$510; Medicare \$119; Health Insurance \$239

**Total budget increase is 1.36% or \$16,600.**

FY' 2020 Est. value of a mil 19,533

# EXHIBIT B

## Lady's Island-St. Helena Fire District Fiscal Year 2020 Proposed Budget

	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Proposed
Operations Millage Rate	39.26	39.30	39.30	<b>40.12</b>
Revenues				
Ad Valorem Taxes	\$ 5,714,203	\$ 6,007,594	\$ 6,007,594	\$ <b>6,202,913</b>
Municipal Contracts	<u>71,032</u>	<u>125,000</u>	<u>125,000</u>	<u><b>200,000</b></u>
Total Revenues	<u>5,785,235</u>	<u>6,132,594</u>	<u>6,132,594</u>	<u><b>6,402,913</b></u>
Expenditures				
Salaries	3,523,904	3,697,849	3,697,849	<b>3,771,805</b>
Benefits	1,718,723	1,851,309	1,851,309	<b>1,946,399</b>
Purchased Services	445,164	511,800	511,800	<b>588,500</b>
Capital	<u>-</u>	<u>50,300</u>	<u>50,300</u>	<u><b>75,000</b></u>
Total Expenditures	<u>5,687,791</u>	<u>6,111,258</u>	<u>6,111,258</u>	<u><b>6,381,704</b></u>
Increase (Decrease) in Fund Balance	97,444	21,336	21,336	<b>21,209</b>
Fund Balance, Beginning	<u>\$ 1,077,288</u>	<u>\$ 1,174,732</u>	<u>\$ 1,174,732</u>	<u>\$ <b>1,196,068</b></u>
Fund Balance, Ending	<u><u>\$ 1,174,732</u></u>	<u><u>\$ 1,196,068</u></u>	<u><u>\$ 1,196,068</u></u>	<u><u>\$ <b>1,217,277</b></u></u>
FTEs:				
Administrative	1	1	1	<b>1</b>
Firefighter	<u>67</u>	<u>67</u>	<u>67</u>	<u><b>67</b></u>
Total	68	68	68	<b>68</b>
Annual Debt Service Required	\$ 314,249	\$ 311,338	\$ 311,338	\$ <b>308,338</b>
Debt Millage Rate	2.11	2.00	2.00	<b>2.00</b>
Total Millage Rate	41.37	41.3	41.3	<b>42.12</b>



# EXHIBIT B

## Sheldon Township Fire District Fiscal Year 2020 Proposed Budget Budget 2019/2020

	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Proposed
Operations Millage Rate	38.32	37.18	37.18	<b>38.52</b>
Revenues				
Ad Valorem Taxes	\$ 1,333,803	\$ 1,353,835	\$ 1,353,835	\$ <b>1,459,561</b>
Other Income	5,505	-	-	-
Total Revenues	<u>1,339,308</u>	<u>1,353,835</u>	<u>1,353,835</u>	<u><b>1,459,561</b></u>
Expenditures				
Salaries	759,024	872,151	810,990	<b>874,949</b>
Benefits	292,758	318,137	311,350	<b>369,951</b>
Purchased Services	207,355	214,381	301,209	<b>214,600</b>
Supplies	2,432	3,600	3,250	<b>3,600</b>
Total Expenditures	<u>1,261,569</u>	<u>1,408,269</u>	<u>1,426,799</u>	<u><b>1,463,100</b></u>
Increase (Decrease) in Fund Balance	77,739	(54,434)	(72,964)	<b>(3,539)</b>
Fund Balance, Beginning	<u>\$ 551,281</u>	<u>\$ 629,020</u>	<u>\$ 629,020</u>	<u>\$ <b>556,056</b></u>
Fund Balance, Ending	<u><u>\$ 629,020</u></u>	<u><u>\$ 574,586</u></u>	<u><u>\$ 556,056</u></u>	<u><u>\$ <b>552,517</b></u></u>
FTEs:				
Administrative	3	3	3	<b>3</b>
Firemen	14	14	14	<b>15</b>
Total	<u>17</u>	<u>17</u>	<u>17</u>	<u><b>18</b></u>
Annual Debt Service Required	\$ 139,259	\$ 139,259	\$ 72,047	\$ <b>156,762</b>
Debt Millage Rate	3.21	3.21	3.21	<b>4.13</b>

# ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

Topic: Disabilities and Special Needs janitorial contract with Beaufort County

Date Submitted: June 17, 2019

Submitted by: Mare Baracco

Venue: Council Regular Session

## QUESTIONS RE BEAUFORT COUNTY'S ROLE IN THE DSN CONTRACTS

1. According to Alicia Holland's sworn affidavit (page 2), the disabled workers are Vendors issued W-9's. Does each of these Vendors have a current, paid Beaufort County Business Licenses for each year of these contracts and did each submit a "Local Vendor Preference Affidavit" before DSN was awarded the first bid in 2012?
2. If the disabled contractors do not have current business licenses how can these contracts be approved? Do they also need liability insurance? If these disabled contractors have never submitted the proper paperwork and business license fees since 2012, will they each be assessed fines for the last eight years of non-payment/non-compliance?
3. According to Dave Thomas's sworn affidavit (pages 3 and 4), these disabled workers were made County Employees. Why does Thomas's sworn affidavit contradict Holland's sworn affidavit?
4. Thomas said last Monday the contracts were "*competitively bid to everybody*". However, is it not true DSN was allowed to submit a last minute, unsealed bid in 2012? And this 2012 bid award shows one of the "Vendors" who bid on the contract, DSN Executive Director Mitzi Wagner, was also a member of the Bid Selection Committee, and this committee chose DSN as the winning bidder. Is this not collusion and bid rigging?
5. And the use of a federal sub-minimum wage certificate only DSN had access to, that financially undercut all other Vendors, was this not also bid rigging?
6. For these bid awards to DSN, are administration costs included? If so, why? If DSN is a "department", aren't the DSN administrative staff (the non -disabled persons) already paid by the County hourly or by salary? Who has been overseeing this flow of monies for the last eight years to/from DSN and the county departments they are servicing?
7. The contract under consideration has three county employee signatories: the new County Administrator, DSN Executive Director Bill Love, and the Parks and Recreation Executive Director Shannon Loper. Are multiple employees allowed to enter into contracts with each another (especially one that is over \$100,000?)  
I'm reading directly from the signature page:  
**"This agreement shall be construed in accordance and governed by the laws of South Carolina". Where in the County Purchasing Ordinance or State Procurement Law is this codified?**
8. To quote Dave Thomas from last week's meeting, during public discussion as to why DSN was involved in these contracts, he said it was so the County could get this service "*at a lower cost*" – therefore, does using disabled people to either make money or save money constitute exploitation?

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE NO.: 2016-CP-07-01825

STEPHEN CRAIG MOLLOY and ISLAND )  
GROUP INC., d/b/a CAROLINA )  
CLEANING; )  
 )  
Plaintiffs, )

**SUPPLEMENTAL AFFIDAVIT OF  
ALICIA HOLLAND**

vs. )

BEAUFORT COUNTY; GARY KUBIC, )  
Individually and as Beaufort County )  
Administrator; JOSH GRUBER, Individually )  
and as former Beaufort County In-House )  
Attorney; BRYAN HILL, Individually and )  
as former Beaufort County Deputy )  
Administrator; SHANNON LOPER, )  
Individually and as Employee of the )  
Beaufort County Parks and Leisure; STU )  
RODMAN, as Finance Chair of the Beaufort )  
County Council; and DAVE THOMAS, )  
Procurement Director for Beaufort County, )  
South Carolina, )  
 )  
Defendants. )

1. I am an adult individual and resident of Beaufort County, South Carolina.
2. I have personal knowledge of the facts set forth herein.
3. I am presently the Assistant County Administrator, Director of Finance and Chief Financial Officer for Defendant Beaufort County, South Carolina.
4. I have my Bachelor of Science, Accounting degree from Clemson University and Master of Accounting degree from Georgia Southern University.
5. I am a Certified Public Accountant.
6. I have been employed by Beaufort County for eight (8) years.
7. It is my understanding that the Plaintiffs in this lawsuit have recently asserted, among other things, that Beaufort County "established a BCDSN Board in 2011 and BCDSN is a 501(c)3 non-profit public agency with an EIN number (# [REDACTED] 311) formed in 2002." That is false.

8. Employer Identification Number (EIN) [REDACTED] 311 has been assigned as the general number for Beaufort County. This is the EIN number used for *all* agencies, boards and departments which are part of Beaufort County.

9. Attached hereto as Exhibit A is the W-9 relating to EIN [REDACTED] 311, which indicates that it belongs to Beaufort County Council.

10. The Beaufort County Disabilities and Special Needs Board is not a nonprofit corporation and has never been incorporated as a nonprofit corporation. It is a public entity created by statute and county ordinance. It does not have (and has never had) its own EIN number.

11. The Beaufort County Disabilities and Special Needs Board uses Beaufort County's general EIN, [REDACTED] 311.

12. The Beaufort County Disabilities and Special Needs Board has never filed articles of incorporation or other documents required for the creation of a separate private nonprofit corporation.

13. When consumers of the Beaufort County Disabilities and Special Needs Board provide janitorial services for Beaufort County, they are paid by Beaufort County, in the same manner Beaufort County would pay a contractor or vendor.

14. Attached hereto as Exhibit B is a true and correct copy of a check (with identifying information redacted) showing payment to a consumer of the Beaufort County Disabilities and Special Needs Board for work performed.

15. With regard to contracts for the performance of janitorial services between Beaufort County and Beaufort County Disabilities and Special Needs Board, any amount "paid" by Beaufort County in excess of the wages of consumers would be credited to Beaufort County Disabilities and Special Needs Board's accounts in Beaufort County's internal accounting systems.

16. Although the ordinance enabling the Beaufort County Disabilities and Special Needs Board was amended in 2011, the Beaufort County Disabilities and Special Needs Board was, in fact, in existence long before that.

17. The Beaufort County Disabilities and Special Needs Board did not create a separate entity to provide janitorial services to the County.

18. Beaufort County never paid a separate entity for work performed by consumers of the Beaufort County Disabilities and Special Needs Board.

19. The Disabilities Foundation of Beaufort County, Inc. (the "Foundation") is a nonprofit corporation, which uses the name "ABLE Foundation."

20. The Foundation is a 501(c)(3) charity with an EIN of [REDACTED] 168. The W-9 for the Foundation is attached hereto as Exhibit C.


21. The Foundation is a private nonprofit corporation created to benefit disabled persons and to raise funds for programs for disabled persons.

22. The Foundation is a nonprofit corporation, which is entirely separate from Beaufort County. It is a vendor of Beaufort County and donates funds for services provided to consumers of the Beaufort County Disabilities and Special Needs Board.

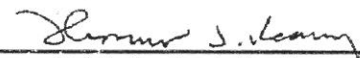
23. The Foundation has nothing whatsoever to do with any of the issues in this litigation, including the provision of janitorial services for Beaufort County.

24. Beaufort County has never, directly or indirectly, paid the Foundation for janitorial services.

FURTHER THE AFFIANT SAYETH NOT!

  
Alicia Holland

Sworn to and Subscribed to before  
me this 14<sup>th</sup> day of June, 2018.

  
Notary Public for South Carolina  
My Commission Expires: 10/13/2025



Beaufort County, Beaufort, SC 29901-1228

Invoice Date	Invoice Number	Description	Invoice Amount
02/28/2018	FEB18	CONTRACT WAGES	\$14.50

Vendor No	Vendor Name	Check No	Check Date	Check Amount
			03/09/2018	14.50



**Beaufort County**  
 Post Office Drawer 1228  
 Beaufort, South Carolina 29901-1228  
 (843) 255-2290



Check Date  
03/09/2018

Check Number  
[Redacted]

\$14.50

Pay Fourteen Dollars and 50 cents \*\*\*\*\*

To The Order Of [Redacted]

[Redacted]  
 Treasurer MP



AP

\*See Reverse Side For Entry Instructions\*



**Beaufort County**  
 Post Office Drawer 1228  
 Beaufort, South Carolina 29901-1228  
 (843) 255-2290

ADDRESS SERVICE REQUESTED





**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 \_\_\_\_\_, dated \_\_\_\_\_.

Company Name: \_\_\_\_\_ Principal Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

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

Beaufort County Business License/Classification: \_\_\_\_\_

Tax Obligation Current: \_\_\_\_\_

Signature of Principal/Date: \_\_\_\_\_

Witness/Date: \_\_\_\_\_

Form 2.537.1 \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE NO.: 2016-CP-07-01825

STEPHEN CRAIG MOLLOY and ISLAND )  
GROUP INC., d/b/a CAROLINA )  
CLEANING; )

**AFFIDAVIT OF DAVE THOMAS IN  
OPPOSITION TO PLAINTIFFS'  
MOTION FOR TEMPORARY  
INJUNCTION AND TEMPORARY  
RESTRAINING ORDER**

Plaintiffs,

vs.

BEAUFORT COUNTY; GARY KUBIC, )  
Individually and as Beaufort County )  
Administrator; JOSH GRUBER, Individually )  
and as former Beaufort County In-House )  
Attorney; BRYAN HILL, Individually and )  
as former Beaufort County Deputy )  
Administrator; SHANNON LOPER, )  
Individually and as Employee of the )  
Beaufort County Parks and Leisure; STU )  
RODMAN, as Finance Chair of the Beaufort )  
County Council; and DAVE THOMAS, )  
Procurement Director for Beaufort County, )  
South Carolina, )

Defendants.

1. I am an adult individual and resident of Beaufort County, South Carolina.
2. I have personal knowledge of the facts set forth herein.
3. I am presently the Purchasing Director for Beaufort County, South Carolina.
4. I have served in that capacity for Beaufort County since December, 2007.
5. I have more than twenty (20) years' experience as a Procurement

Manager/Director.

6. I have reviewed the Affidavit of Craig Molloy dated February 21, 2017 and Plaintiffs' Motion for Temporary Injunction and Temporary Restraining Order filed on March 15, 2017.

**A. The 2010 Contract (RFP # 3910/100566)**

7. On October 25, 2010, Beaufort County entered a Contract for Janitorial Services ("2010 Contract") with Island Group Inc., d/b/a Carolina Cleaning. A true and correct copy of this 2010 Contract is attached hereto as Ex. A. This 2010 Contract referenced Request for Proposal ("RFP") # 3910/100566.

8. Island Group Inc., d/b/a Carolina Cleaning submitted bid information with regard to its effort to obtain the contract for RFP # 3910/100566.

9. At no time did Island Group Inc., d/b/a Carolina Cleaning indicate that any of the information it submitted in connection with its bid for RFP # 3910/100566 was confidential, proprietary or trade secret.

10. To the contrary, the information that Island Group Inc., d/b/a Carolina Cleaning (and all bidders) submitted in connection with its bid for RFP # 3910/100566 was publicly available information that could be obtained via a request under the South Carolina Freedom of Information Act.

11. The bidding process for RFP # 3910/100566 was in compliance with the South Carolina Consolidated Procurement Code, the Beaufort County Procurement Code and other governing laws.

12. The description of the work to be done by Island Group Inc., d/b/a Carolina Cleaning under the 2010 Contract was as follows: "The Contractor does hereby offer to the County services for the purpose of providing Janitorial Services as contained and fully described in RFP # 3910/100566 (Janitorial Services for Beaufort County Facilities) and including Addendum 1." (*See id.* ¶ 1).

13. The term of the 2010 Contract was as follows: "The term of this Agreement shall be for a period of one (1) year starting on November 1, 2010 and ending on October 31, 2011. There are four (4) one (1) year renewals available on this Contract all at the approval of Beaufort County. The Contract shall not exceed five (5) years." (*See id.* ¶ 5).

14. In 2010, Beaufort County began an effort to reduce all contracts by 10% to help alleviate its budget deficit. At that time, the County was even discussing furloughs for employees and seeking ways to save money on contracts.

15. Beaufort County sent letters to all contractors requesting a 10% reduction in the contract amount, including Island Group Inc., d/b/a Carolina Cleaning under the 2010 Contract.

16. Specifically, attached hereto as Ex. B is a true and correct copy of a September 8, 2011 letter from Richard H. Hinline, Jr. (Contract Specialist) to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning. Mr. Molloy countersigned that letter, binding Island Group Inc., d/b/a Carolina Cleaning, on October 30, 2011.

17. That letter provided, in relevant part: "It is with great pleasure that Beaufort County desires to renew the Contract for the Janitorial Services, per our option as specified in Contract #3910/100566, with a 10% cost reduction to Beaufort County. Please sign below and return to our Office as soon as possible. The Renewal Contract dates will be for one (1) year commencing on November 1, 2011 thru October 31, 2012. There are now three (3) one (1) year Contract Renewals remaining on the Contract."

18. On July 5, 2012, I wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. C. That letter stated in relevant part:

It is a great pleasure to inform you that Beaufort County has renewed the above mentioned contract [Contract Number 3910/100566] we have with you in accordance with the original contract and solicitation (Invitation for Bid (IFB)/Request for Proposal (RFP)). The original contract was executed on November 1, 2010 and thus the contract renewal period will commence on October 31, 2012 and extend through November 1, 2013.

**B. Beaufort County DSN**

19. In 2012 and 2013, in an effort to further reduce costs, Beaufort County began considering using its in-house Disabilities and Special Needs ("DSN") Department to provide the service.

20. Under that approach, "consumers" of DSN services, *i.e.*, individuals with disabilities and special needs, would perform janitorial work for Beaufort County as employees of the County.

21. This would provide benefits both to those consumers and to the taxpayers of Beaufort County.

22. Because any "contract" for the use of DSN was essentially a use of "in-house" employees, it was not technically required to be bid out under the South Carolina Consolidated Procurement Code or the Beaufort County Procurement Code.

23. Nonetheless, in an effort to safeguard the taxpayers of Beaufort County, the County permitted the submission of competing proposals against DSN.

24. Every RFP in which DSN submitted a proposal was in full compliance with all governing procurement procedures.

25. DSN was never given any advantage with regard to bidding or contracting.

26. Beaufort County began rebidding for janitorial services for certain locations in order to save money and provide better service, which resulted in the change orders and contract terminations discussed herein.

**C. RFP # 3910/120221 (Locations North of the Broad and the DNA Laboratory)**

27. Attached hereto as Ex. D is a true and correct copy of RFP # 3910/120221, entitled "Request for Proposals to Provide Janitorial Services, North of the Broad River, Eight Locations for Beaufort County South Carolina."

28. Specifically, RFP # 3910/120221 sought proposals for the cleaning of the following locations:

- Coosaw Center
- Broomfield Recreation Center
- Green Street Gym
- Scott Community Center
- Seaside Center

- St. Helena Gymnasium
- Port Royal Community Center
- DSN

29. Attached hereto as Ex. E is a true and correct copy of Addendum #1 to RFP # 3910/120221.
30. Attached hereto as Ex. F is a true and correct copy of Addendum #2 to RFP # 3910/120221.
31. Addenda ## 1 and 2 to RFP # 3910/120221, increased the total number of locations for that RFP to ten (10) by adding Booker T Washington and the Sheriff's Office DNA lab.
32. Attached hereto as Ex. G is a true and correct copy of Addendum #3 to RFP # 3910/120221, dated July 30, 2012. This Addendum indicated that the only remaining location up for bid was the Sheriff's Office DNA lab and requested pricing on that one location by August 9, 2012.
33. Island Group Inc., d/b/a Carolina Cleaning did not file a protest to complain about Addendum #3 to RFP # 3910/120221.
34. Island Group Inc., d/b/a Carolina Cleaning submitted bid information with regard to its effort to obtain the contract for RFP # 3910/120221.
35. On August 6, 2012, in accordance with Addendum # 3 to RFP # 3910/120221, Island Group Inc., d/b/a Carolina Cleaning submitted a revised bid for only the Sheriff's DNA lab. A true and correct copy of this bid is attached hereto as Exhibit S.
36. At no time did Island Group Inc., d/b/a Carolina Cleaning indicate that any of the information it submitted in connection with its bid for RFP # 3910/120221 was confidential, proprietary or trade secret.
37. To the contrary, the information that Island Group Inc., d/b/a Carolina Cleaning (and all bidders) submitted in connection with its bid for RFP # 3910/120221 was publicly

available information that could be obtained via a request under the South Carolina Freedom of Information Act.

38. The bidding process for RFP # 3910/120221 was in compliance with the South Carolina Consolidated Procurement Code, the Beaufort County Procurement Code and other governing laws.

39. In August of 2012, Beaufort County awarded a new contract to DSN from responses to RFP # 3910/120221 for all of the locations in that RFP *except for* the DNA lab. Attached hereto as Ex. H is a true and correct copy of my Contract Award Recommendation for that RFP. DSN's proposal for all locations except for the DNA laboratory was \$52,026. The price proposed by Island Group Inc., d/b/a Carolina Cleaning for the same work was \$88,680, making it the *third-place* finisher for the bidders for those nine buildings North of the Broad River.

40. As mentioned below, Island Group Inc., d/b/a Carolina Cleaning was awarded the contract on part of RFP # 3910/120221 for the DNA Lab that DSN did not bid on.

41. On September 4, 2012, I wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. I. That letter stated in relevant part that Beaufort County was ending Island Group Inc., d/b/a Carolina Cleaning's contract for certain locations, but adding other locations:

We wish to inform you that Beaufort County has selected our in-house DSN for the contract award. Thus, your cleaning services for the Dale Center, the Bluffton Center, Burtons Wells concession and press box, and the Burton Wells Senior Center will end August 31, 2012.

However, we also wish to congratulate you that you are the winning bidder for both our DNA lab and the new Sheriff's Office on Hilton Head Island. The term on this particular service is September 1, 2012 to June 30, 2013.

42. On December 12, 2012, I wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. J. That letter stated in relevant part that Beaufort County was providing notice of the termination of Contract



3910/100566 with regard to the Bluffton Gym stating, *inter alia*: "This is absolutely no reflection on your work; however as a cost-cutting measure, we have decided to take care of this facility in-house. All other terms, condition, amendments, and prices remain in effect."

43. On May 30, 2013, Richard Dimont, Contract Specialist wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. K. I was copied on that letter. That letter stated in relevant part that Beaufort County was providing 60-day notice of the cancellation of Contract Number: 3910/100566 with regard to two locations: the Buckwalter Recreation Center and the Burton Wells Recreation Center.

44. On or about June 11, 2013, I received a memorandum from Gary Kubic, Beaufort County Administrator, a true and correct copy of which is attached hereto as Ex. L. That Memorandum adjusted the amount to be paid to Island Group Inc., d/b/a Carolina Cleaning on Contract No. 3901/120221 by the Consumer Price Index of 2.4%.

**D. RFP # 133020130215 (New St. Helena Library)**

45. On October 16, 2012, I wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. M. That letter stated in relevant part that Beaufort County was extending to Island Group Inc., d/b/a Carolina Cleaning a month-to-month contract for the cleaning of the new St. Helena Library.

46. Attached hereto as Ex. N is a true and correct copy of RFP # 133020130215, entitled "Request for Proposals to Provide Janitorial Services for Beaufort County's St. Helena Library."

47. Island Group Inc., d/b/a Carolina Cleaning submitted bid information with regard to its effort to obtain the contract for RFP # 133020130215.

48. At no time did Island Group Inc., d/b/a Carolina Cleaning indicate that any of the information it submitted in connection with its bid for RFP # 133020130215 was confidential, proprietary or trade secret.

49. To the contrary, the information that Island Group Inc., d/b/a Carolina Cleaning (and all bidders) submitted in connection with its bid for RFP # 133020130215 was publicly available information that could be obtained via a request under the South Carolina Freedom of Information Act.

50. The bidding process for RFP # 133020130215 was in compliance with the South Carolina Consolidated Procurement Code, the Beaufort County Procurement Code and other governing laws.

51. Attached hereto as Ex. O is a true and correct copy of my memorandum containing my recommendations for the award of the contract for RFP # 133020130215.

52. DSN's proposed pricing for RFP # 133020130215 was \$22,511.25, compared to \$31,800 bid by Island Group Inc., d/b/a Carolina Cleaning.

53. In accordance with my recommendation, Beaufort County awarded the contract for RFP # 133020130215 for St. Helena Library to DSN.

54. On June 27, 2013, Richard Dimont, Contract Specialist wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. P. I was copied on that letter. That letter stated in relevant part that Beaufort County was cancelling its month-to-month agreement with Island Group Inc., d/b/a Carolina Cleaning for the St. Helena Library, because it had "decided to go with Disabilities and Special Needs for the long term" under RFP # 133020130215.

**E. RFP # 14305**

55. Island Group Inc., d/b/a Carolina Cleaning's 2010 Contract term had been extended from November 1, 2012 to October 31, 2013 for \$566,521.

56. After that date, the 2010 Contract was extended on a month-to-month basis and was scheduled to end on June 30, 2014.

57. Attached hereto as Ex. Q is a true and correct copy of RFP # 14305, entitled "Request for Proposals to Provide Janitorial Services for Beaufort County, South Carolina."

58. Beaufort County submitted RFP # 14305 to vendors capable of providing janitorial services for Beaufort County facilities located both North and South of the Broad River (27 facilities in the North, including additional services needed at the 14 buildings currently being serviced by DSN, and 9 facilities in the South).

59. Island Group Inc., d/b/a Carolina Cleaning submitted bid information with regard to its effort to obtain the contract for RFP # 140305.

60. At no time did Island Group Inc., d/b/a Carolina Cleaning indicate that any of the information it submitted in connection with its bid for RFP # 140305 was confidential, proprietary or trade secret.

61. To the contrary, the information that Island Group Inc., d/b/a Carolina Cleaning (and all bidders) submitted in connection with its bid for RFP # 140305 was publicly available information that could be obtained via a request under the South Carolina Freedom of Information Act.

62. The bidding process for RFP # 140305 was in compliance with the South Carolina Consolidated Procurement Code, the Beaufort County Procurement Code and other governing laws.

63. Attached hereto as Ex. R is true and correct copy of a May 19, 2014 Memorandum I prepared under the subject "RFP # 140305 Award Recommendation for Janitorial Services for Beaufort County."

64. As reflected in that Memorandum, the recommended vendor for RFP # 140305 was A&B Cleaning Service Inc. of Greenville, North Carolina.

65. On the final scoresheet for the bidders for RFP # 140305, A&B had the highest score with 503 points and a cost of \$585,828.

66. On the other hand, Island Group Inc., d/b/a Carolina Cleaning, the incumbent on that contract, had a score of 333 points and a cost of \$833,628. Carolina Cleaning finished in 10<sup>th</sup> place out of 16 potential vendors.

67. In selecting A&B Cleaning Service Inc., rather than Island Group Inc., d/b/a Carolina Cleaning, Beaufort County did not use any confidential information of Island Group Inc., d/b/a Carolina Cleaning.

68. The bidding process for RFP # 14305 was in full compliance with the law, and Island Group Inc., d/b/a Carolina Cleaning submitted a proposal.

69. Island Group Inc., d/b/a Carolina Cleaning has done no work for Beaufort County since June 30, 2014.

**F. Defendants Have Acted Properly in Dealing With Plaintiffs and in the Procurement Process**

70. At all times, Beaufort County has fully complied with the terms of its agreements with Island Group Inc., d/b/a Carolina Cleaning, including the 2010 Contract.

71. Under the South Carolina Consolidated Procurement Code and the Beaufort County Procurement Code, bids and proposals submitted by bidders are generally not confidential or privileged.

72. Under the South Carolina Consolidated Procurement Code and the Beaufort County Procurement Code, bids and proposals submitted by bidders are generally publicly available information that could be obtained via a request under the South Carolina Freedom of Information Act.

73. Beaufort County retains ownership of all bids and RFP responses.

74. Beaufort County never misused any confidential information of Island Group Inc., d/b/a Carolina Cleaning in the procurement process.

75. Beaufort County never disclosed any confidential information of Island Group Inc., d/b/a Carolina Cleaning to any other person or entity in the procurement process.

76. Beaufort County never provided any confidential information of Island Group Inc., d/b/a Carolina Cleaning to DSN in the procurement process.

77. At all times and for all RFP's, all bids remained sealed until the time for opening. No information contained in any sealed bid of Island Group Inc., d/b/a Carolina Cleaning was ever provided to DSN or any other bidder.

78. At all times and for all RFP's, Island Group Inc., d/b/a Carolina Cleaning was provided the same information as all other bidders, including DSN.

79. At all times and for all RFP's, Island Group Inc., d/b/a Carolina Cleaning was reviewed under the same standards as all other bidders, including DSN.

80. The scope of work for all Beaufort County RFP's is set by the relevant Departments and the Facilities Director, and is reviewed by the Purchasing Director.

81. The minimum scope of services is included in every RFP and provided to all vendors who respond.

82. With regard to all of the RFP's referenced in this Affidavit, Island Group Inc., d/b/a Carolina Cleaning received the same scope of work as any other bidder (including DSN) and had the opportunity to provide lower pricing, although selection is not just based on price but on other objective criteria.

83. DSN had no advantage over Island Group Inc., d/b/a Carolina Cleaning in the RFP process.

84. No bidder had any advantage over Island Group Inc., d/b/a Carolina Cleaning in the RFP process.

85. At all relevant times, if it believed that the bidding or RFP process was unfair, Island Group Inc., d/b/a Carolina Cleaning had the opportunity to file a formal protest in writing to Beaufort County.

86. Those protest procedures are included in the South Carolina Consolidated Procurement Code, the Beaufort County Procurement code and all of Beaufort County's RFPs for vendors to follow if they have a reason or desire to protest an award.

87. The protest process is the exclusive remedy for a person aggrieved in the procurement or contracting process.

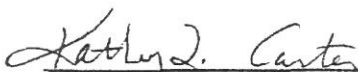
88. Island Group Inc., d/b/a Carolina Cleaning never filed a protest under governing law with regard to the bidding, procurement or contracting for janitorial services in Beaufort County, South Carolina.

FURTHER THE AFFIANT SAYETH NOT!



\_\_\_\_\_  
Dave Thomas

Sworn to and Subscribed to before  
me this 6<sup>th</sup> day of April, 2017.



\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires:

My Commission expires  
July 20th, 2017



COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT

Building 2, 102 Industrial Village Road  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Phone: (843) 255-2353 Fax: (843) 255-9437

ELECTRONICALLY FILED - 2017 Apr 07 1:46 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

TO: Councilman Stewart H. Rodman, Chairman, Finance Committee

VIA: Gary Kubic, County Administrator *EKubic*  
Bryan Hill, Deputy Administrator *BH*  
David Starkey, Chief Financial Officer *DS*  
Morris Campbell, Community Services Director *MCC*  
Mark Roseneau, Facilities Management Director *MR*  
Mitzi Wagner, DSN Director *MW*  
Joe Penale, PALS Director *JOP*

FROM: Dave Thomas, Purchasing Director *DT*

SUBJ: Contract Award Recommendation for Janitorial Services North of the Broad River

DATE: August 13, 2012

**BACKGROUND.** Beaufort County issued a Request for Proposals (RFP) from qualified vendors to provide janitorial services for ten locations north of the Broad River (see attachment 1). Proposals were received from three vendors and subsequently evaluated by a selection committee. The Beaufort County Department of Special Needs (DSN) provided a proposal as well. The selection committee consisted of the following: Mark Roseneau, Facilities Management Director, Mitzi Wagner, Department of Special Needs Director, John Donahue, DNA Technical Leader, Beaufort County Sheriff's Office, Shannon Loper, Fiscal Technician III, Parks and Leisure Department. Oversight of the process was provided by the Purchasing Director. The evaluation committee reviewed all proposals, interviewed each vendor, and selected DSN's proposal as the number 1 ranked vendor. DSN will provide the janitorial services for the recreation centers listed in attachment 1 with the exception of the DNA Lab. Carolina Cleaning was selected to provide the services for the DNA Lab. The contract term for both vendors will begin September 1, 2012 and expire on June 30, 2013, with four more one year annual renewals subject to County Council approval.

**VENDOR INFORMATION**

	<u>Annual Pricing</u>	<u>Annual Pricing for DNA Lab</u>
Beaufort County Department of Special Needs	\$52,026*	NA
Heavy D's, Beaufort, SC	\$84,924	Did not bid
Carolina Cleaning, Hilton Head Island, SC	\$88,680	\$4,320
Green Solutions Group, Sandy Springs, SC	\$142,362	\$7,911

\*Does not include the DNA Lab.

**FUNDING:** PAL's Locations: Accounts 63316-51210 PALS Athletic Centers and 63317-51210 Recreation Cleaning Services. DNA Lab: Account 33020-51210 Facilities Cleaning Services.

**RECOMMENDATION** The Finance Committee approve and recommend to County Council the contract awards for Janitorial Services to DSN and Carolina Cleaning for the PALS centers and the DNA Lab in the respective annual contract amounts of \$52,026 and \$4,320.

Thomas Affidavit Ex. H

cc: Elizabeth Wooten, Richard Dimont  
Att: RFP Original Pricing Form, Best and Final Pricing Information, DSN Pricing



**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 William McBride, Chairman, Community Services Committee  
**FROM:** David L Thomas, CPPO, Purchasing Director  
**SUBJ:** Contract Renewal  
 DSN/PALS Contract Renewal for Janitorial Services for All PALS Locations/Centers  
**DATE:** 10/27/2016

**BACKGROUND:**

Beaufort County's Purchasing Department received a request to renew the DSN janitorial contract for all of the PALS locations. The services provided will include general cleaning. The sites will include 13 centers. The contract term is for one year beginning July 1, 2016, through June 30, 2017, with the option of four (4) renewals for a one-year period each.

**VENDOR INFORMATION:**

DSN  
 \*See the attached contract pricing and contract information.

**COST:**

\$94,083\*

**FUNDING:**

10001600 and 10001606-51210, Cleaning Services  
 FY 2016 Cost: \$111,539



Funding approved: *Yes* By: Imaietta Date: 10/27/2016

**FOR ACTION:** Community Services Committee meeting scheduled for November 28, 2016.

**RECOMMENDATION:**

The Community Services Committee approves the contract award to DSN for \$94,083 for Beaufort County's PALS janitorial services as stated in the attached contract.

Attachment:  Contract Janitorial Services DSN PALS FY 2017.pdf  
1021.73 KB

cc: Gary Kubic, County Administrator

Approved: *Yes* Date: 11/01/2016

Check to override approval:  Overridden by:

Override Date:

Joshua Gruber, Deputy County Administrator/Special Counsel

Approved: *Yes* Date: 10/28/2016

Check to override approval:  Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: *Yes* Date: 10/27/2016

Phil Foot Assistant County Administrator, Public Safety

Approved: *Yes* Date: 10/28/2016

Check to override approval:  Overridden by:

Override Date:

ready for admin:

Shannon Loper Director, Parks and Leisure Services

Approved: *Yes* Date: 10/31/2016

Check to override approval:  Overridden by:

Override Date:

ready for admin:

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

This agreement constitutes the entire agreement between the parties hereto. No representations, warranties or promises pertaining to this agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This agreement shall be construed in accordance and governed by the laws of South Carolina.

By \_\_\_\_\_ Date \_\_\_\_\_

Shannon Loper, Beaufort County Parks and Recreation Executive Director

Witness \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Bill Love, Disabilities & Special Needs Executive Director

Witness \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Ashley Jacobs, County Administrator

Witness \_\_\_\_\_

*Our Mission is to provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community.*