



County Council of Beaufort County

County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Logan Cunningham

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

Interim County Administrator

Eric Greenway

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

www.beaufortcountysc.gov

County Council Meeting Agenda

County Council of Beaufort County

Monday, April 12, 2021 at 6:00 PM

This meeting will be held both in person at County Council Chambers, 100 Ribaut Road, Beaufort, and also virtually through Zoom. **Please be aware that there is limited seating available for the in-person meeting and attendees must wear a face covering and practice social distancing per Beaufort County Emergency Ordinance 2021-01**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION - COUNCIL MEMBER FLEWELLING
3. *PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT*
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES - January 25, 2021
6. ADMINISTRATOR'S REPORT
7. PROCLAMATION TO HOPEFUL HORIZONS IN HONOR OF SEXUAL ASSAULT AWARENESS MONTH - Council Member Larry McElynn
8. PROCLAMATION TO BEAUFORT COUNTY ALCOHOL AND DRUG ABUSE DIVISION IN HONOR OF ALCOHOL AWARENESS MONTH - Council Member Larry McElynn

CITIZEN COMMENTS

9. CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK](#)

Meeting number (access code): 161 535 6074

Password: BC123

(ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

COMMITTEE REPORTS

10. LIAISON AND COMMITTEE REPORTS – Review Consent Agenda Items
-

CONSENT AGENDA

11. CONSENT AGENDA (PAGE 3)

ACTION ITEMS

- [12.](#) AN ORDINANCE EXTENDING THE STATE OF EMERGENCY
- [13.](#) AN EMERGENCY ORDINANCE REQUIRING THE WEARING OF FACE COVERINGS UNDER CERTAIN CIRCUMSTANCES
- [14.](#) FIRST READING OF AN ORDINANCE TO MAKE PERMANENT THE PREVIOUSLY ADOPTED EMERGENCY RESOLUTION ALLOWING FOR ELECTRONIC OR HYBRID MEETINGS, AND OTHER MATTERS RELATED THERETO
- [15.](#) FIRST READING OF AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL-MANAGER FORM OF GOVERNMENT
- [16.](#) FIRST READING OF AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT LOCAL OPTION SALES AND USE TAX WITHIN BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-10-10 ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSE OF THE TAX; TO IMPOSE CONDITIONS AND RESTRICTIONS UPON THE USE OF THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM FOR THE IMPOSITION OF THE TAX; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, AND OTHER MATTERS RELATING THERETO.

Vote at Executive Committee: 5:5

- [17.](#) SECOND READING OF AN ORDINANCE TO ESTABLISH THE INITIAL RESIDENTIAL SOLID WASTE FEE AS A UNIFORM SERVICE CHARGE FOR THE SOLID WASTE AND RECYCLING ENTERPRISE SYSTEM FOR BEAUFORT COUNTY TO FUND THE PLANNING, DESIGNING, CONSTRUCTING, AND MAINTAINING SOLID WASTE AND RECYCLING MANAGEMENT PROGRAMS, PROJECTS, AND FACILITIES; AND OTHER MATTERS RELATED THERETO

Vote at First Reading: 10:1

- [18.](#) SECOND READING OF AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY, PORT ROYAL, AND THE CITY OF BEAUFORT AND AMENDING PRIOR ORDINANCES REGARDING THE MULTI COUNTY INDUSTRIAL PARKS FOR PROJECT BURGER, GARDEN, GLASS, AND STONE.

- [19.](#) THIRD READING OF AN ORDINANCE REGARDING A ZONING MAP AMENDMENT/REZONING REQUEST FOR 1.96 ACRES (R600 036 000 015E 0000) AT THE INTERSECTION MAY RIVER ROAD AND BENTON LANE FROM T3 EDGE TO T2 RURAL CENTER.

Vote at 2nd Reading: 6:5

BOARDS AND COMMISSIONS

- [20.](#) RECOMMENDATION TO THE GOVERNOR'S OFFICE FOR REAPPOINTMENT OF PAMELA BRANDON-HENNIGH FOR A 2ND TERM TO THE DISABILITIES AND SPECIAL NEEDS BOARD WITH AN EXPIRATION DATE OF 2025.

1st TERM: 2017 - 2021

- [21.](#) REAPPOINTMENT OF NATALIE HEFTER FOR A 4TH TERM TO HISTORIC PRESERVATION REVIEW BOARD WITH AN EXPIRATION DATE OF 2025.

1st TERM - 2009

2nd TERM - 2013

3rd TERM - 2017

10 VOTES NEEDED

- [22.](#) REAPPOINTMENT OF KATRINA EPPS FOR A 3RD TERM TO HISTORIC PRESERVATION REVIEW BOARD AS THE REPRESENTATIVE FROM THE BLUFFTON HISTORIC FOUNDATION AND WITH AN EXPIRATION DATE OF 2025.
1st TERM - 2015 (Partial-Term)
2nd TERM - 2017

10 VOTES NEEDED

- [23.](#) REAPPOINTMENT OF ART BAER FOR A 2ND TERM TO THE RURAL AND CRITICAL LANDS PRESERVATION BOARD WITH AN EXPIRATION DATE OF 2025.
1st TERM - 2019 (PARTIAL-TERM)

8 VOTES NEEDED

- [24.](#) APPOINTMENT OF JAMES BENNETT FOR A 1ST TERM TO THE RURAL AND CRITICAL LANDS PRESERVATION BOARD WITH AN EXPIRATION DATE OF 2025

6 VOTES NEEDED

- [25.](#) REAPPOINTMENT OF WALTER MACK FOR A 2ND TERM TO THE RURAL AND CRITICAL LANDS PRESERVATION BOARD WITH AN EXPIRATION DATE OF 2025

1st TERM - 2017

8 VOTES NEEDED

CITIZEN COMMENTS

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27. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Community Services Committee

- [1.](#) A RESOLUTION ACCEPTING THE DONATION OF PLAYGROUND EQUIPMENT FROM THE DAUFUSKIE ISLAND COUNCIL AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTATION ASSOCIATED WITH THE ACCEPTANCE OF THE DONATION
- [2.](#) RESOLUTION TO COMMISSION AN ANIMAL SERVICE OFFICER

Items Originating from the Finance Committee

- [3.](#) THIRD READING OF AN ORDINANCE APPROVING THE 2021 AWARDS OF LOCAL ACCOMMODATIONS AND HOSPITALITY
- [4.](#) SECOND READING OF AN ORDINANCE TO USE \$5 MILLION IN FUND BALANCE TO DEFEASE BONDS.

Items Originating from the Natural Resources Committee

- [5.](#) CONTRACT TO AWARD ITB031021 FOR PURCHASE OF TIMBER TO S. A. ALLEN TIMBER COMPANY
- [6.](#) A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A JOINT OWNERSHIP AND OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND FOR THE PROPERTY KNOWN AS FORD SHELL RING PRESERVE
- [7.](#) A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS

Items Originating from the Executive Committee

- [8.](#) A RESOLUTION TO SET FORTH A UNIFORM POLICY FOR PROCESSING, RESPONDING TO, AND TRACKING REQUESTS FOR PUBLIC RECORDS IN COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 et seq.
- [9.](#) A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO ACCEPT FAA GRANTS
- [10.](#) A RESOLUTION AUTHORIZING THE SETTLEMENT OF CLAIMS RELATED TO THE CARE ENVIRONMENTAL WASTE DISPOSAL SITE

END OF CONSENT AGENDA



**County Council of
Beaufort County
Caucus**

Chairman

JOSEPH F. PASSIMENT, JR.

Vice Chairman

D. PAUL SOMMERVILLE

Council Members

LOGAN CUNNINGHAM

GERALD DAWSON

BRIAN E. FLEWELLING

YORK GLOVER, SR.

CHRIS HERVOCHON

ALICE G. HOWARD

MARK LAWSON

LAWRENCE P. MCELYNN

STU RODMAN

Interim County Administrator

ERIC GREENWAY

Clerk to Council

SARAH W. BROCK

Administration Building

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County Council Caucus Meeting Minutes

Monday, January 25, 2021 at 4:30 PM

This meeting was held in a hybrid setting.

CALL TO ORDER

Committee Chairman Passiment called the meeting to order at 4:30 PM.

PRESENT

Chairman Joseph F. Passiment

Vice Chairman D. Paul Sommerville

Council Member Gerald Dawson

Council Member Logan Cunningham

Council Member Brian Flewelling

Council Member York Glover

Council Member Stu Rodman

Council Member Chris Hervocho

Council Member Alice Howard

Council Member Mark Lawson

Council Member Lawrence McElynn

PLEDGE OF ALLEGIANCE

Chairman Passiment led the Pledge of Allegiance

FOIA

Committee Chairman Passiment noted that the Public Notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Council Member Glover, Seconded by Council Member Howard to approve the agenda. The motion was approved without objection.

DISCUSSION ITEMS

AGENDA REVIEW

Council Member Rodman stated he feels each consent item should at least be mentioned for the public's benefit. Chairman Passiment said this would be added to liaison and committee reports.

NEW BUSINESS

Council Member Flewelling requested an update on the process council is going to be using in order to hire a new Administrator. Chairman Passiment stated he has not thought about the process as of yet.

Council Member Flewelling stated he feels a large portion of this conversation needs to be held in executive session but the Chairman should seek input as to what should be discussed in open session and what should go to executive session.

Chairman Passiment stated this should be added as an executive session item at the next meeting to get all of the information necessary as to what was done last time and allow council members could weigh in on what they liked and disliked.

Council Member Glover suggested adding this to the Council Retreat as an item.

Council Member Flewelling stated the time is getting away from council and there needs to be a sense of urgency to this.

EXECUTIVE SESSION

Motion: It was moved by Council Member Glover, seconded by Council Member Cunningham to go into Executive Session. The motion was approved without objection.

Council went into Executive Session at 4:44 PM

No matters arising out of executive session.

ADJOURNMENT

Meeting adjourned at 6:10PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified: March 22, 2021



**County Council of
Beaufort County**

County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Logan Cunningham

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervocho

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

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County Council Meeting Minutes

County Council of Beaufort County

This meeting was held in a hybrid setting.

CALL TO ORDER

Chairman Passiment Called the meeting to order at 6:15PM

PRESENT

Chairman Joseph F. Passiment

Vice Chairman D. Paul Sommerville

Council Member York Glover

Council Member Chris Hervocho

Council Member Stu Rodman

Council Member Alice Howard

Council Member Mark Lawson

Council Member Lawrence McElynn

Council Member Gerald Dawson

Council Member Brian Flewelling

Council Member Logan Cunningham

INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Passiment led the Pledge of Allegiance and gave the Invocation.

FOIA

Chairman Passiment stated public notice of this meeting has been published, posted and distributed in compliance with FOIA

APPROVAL OF AGENDA

Motion: It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve the agenda. Approved without objection.

APPROVAL OF MINUTES

Motion: It was moved by Council Member McElynn, Seconded by Council Member Glover to approve the minutes. Approved without objection.

ADMINISTRATOR'S REPORT

To see Interim County Administrator, Eric Greenway's report please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/112018>

CITIZENS COMMENTS

There were no citizen comments

PROCLAMATIONS AND PRESENTATIONS

Council Member Alice Howard read a proclamation honoring William Bruggerman for his years of service on the Stormwater Utility Board.

BMH PRESENTATION BY CEO RUSSELL BAXLEY AND DR. KURT GAMBLA

To see the Vaccine Update Presentation as presented by Beaufort Memorial Hospital CEO, Russel Baxley, and Dr. Kurt Gambla, please click here.

<https://beaufortcountysc.new.swagit.com/videos/112018>

LIAISON AND COMMITTEE REPORTS

Council Member Sommerville reviewed the Executive Committee items appearing on the Consent agenda.

Council Member Lawson reviewed the Finance Committee items appearing on the Consent agenda.

Council Member Rodman reviewed the Public Facilities Committee items appearing on the Consent agenda and recognized Brian Watkins as the newest member of the Stormwater Utility Board.

Chairman Passiment stated the NCAA unanimously approved for USCB to become part of the Peach Belt League and further stated that in February of 2022 there will be a formal application requesting USCB become a D2 School.

CONSENT AGENDA

Motion: It was moved by Council Member McElynn, Seconded by Council Member Rodman to approve items 1 - 9 on the consent agenda. The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. Motion passed 11:0

ACTION ITEMS

RESOLUTION AUTHORIZING ADMINISTRATOR TO RETAIN PARLIAMENTARY COUNSEL

Motion: It was moved by Council Member McElynn, Seconded by Vice Chairman Sommerville to approve a resolution authorizing Administrator to Retain Parliamentary Counsel. The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Dawson. Voting Nay: Council Member Glover, Council Member Hervochon, Council Member Flewelling, and Council Member Cunningham. Motion passes 7:4

FIRST READING OF AN ORDINANCE FOR 2021 AWARDS FOR STATE ACCOMMODATION TAX

Motion: It was moved by Council Member McElynn, Seconded by Council Member Lawson to approve First Reading of an Ordinance for the 2021 State Accommodations Tax Awards. The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. Voting Nay: Council Member Glover. Motion passes 10:1

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT TO BJWSA ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AT 88 SHANKLIN ROAD, SOUTH CAROLINA

Ordinance reflects incorrect address and has been edited due to a scrivener's error to reflect 88 Shanklin Road instead of 126 Shanklin Road.

Motion: It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve public hearing and third reading of an ordinance authorizing the execution and delivery of an easement to BJWSA encumbering property opened by Beaufort County.

Chairman Passiment opened the floor for a public hearing.

No one came forward.

The public hearing was closed.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. Motion passed 11:0

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE FOR A STATE ACCOMMODATIONS TAX BUDGET AMENDMENT

Motion: It was moved by Council Member McElynn, Seconded by Council Member Glover to approve public hearing and third reading of an ordinance regarding a state accommodations tax budget amendment.

Chairman Passiment opened the floor for a public hearing.

No one came forward.

The public hearing was closed.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. The motion passed 11:0

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO ISSUE A TAX ANTICIPATION NOTE (TAN) DUE TO A DELAY OF TAX COLLECTIONS

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover to approve public hearing and third reading of an ordinance to issue a Tax Anticipation note due to a delay of tax collections.

Chairman Passiment opened the floor for a public hearing.

No one came forward.

The public hearing was closed.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. The motion passed 11:0

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE REPEALING AND REPLACING BEAUFORT COUNTY ORDINANCE 2020/36 REGARDING NOISE

Motion: It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve public hearing and third reading of an ordinance repealing and replacing Beaufort County Ordinance 2020/36 Regarding noise.

Chairman Passiment opened the floor for a public hearing.

Council Member McElynn read a statement submitted by a constituent that lives in the Willows, an unincorporated part of Beaufort County, and requested a noise ordinance that will encompass the unincorporated areas.

The public hearing was closed.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, and Council Member Dawson. Voting Nay: Council Member Hervochon, Council Member Flewelling, and Council Member Cunningham. Voting Abstaining: Council Member Glover. Motion Passed 7:3 with 1 abstention

PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF R510 008 000 0370 0000 AND R510 008 000 0160 0000 TO THE TOWN OF HILTON HEAD AS PART OF THE "SUMMIT DRIVE REALIGNMENT PROJECT"

Motion: It was moved by Council Member Rodman, Seconded by Council Member Flewelling to approve public hearing and second reading of an ordinance authorizing the conveyance of R510 008 000 0370 0000 and R510 008 000 0160 0000 to the Town of Hilton Head as part of the "Summit Drive Realignment Project".

Chairman Passiment opened the floor for a public hearing.

No one came forward.

The public hearing was closed.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, and Council Member Cunningham. The motion passed 11:0.

CITIZEN COMMENTS

No citizen comments.

ADJOURNMENT

Meeting adjourned at 7:30PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

~ Proclamation ~

Whereas, Sexual Assault Awareness Month calls attention to the fact that sexual violence is a pervasive problem in all communities and has public health implications for every community member in Beaufort County; and

Whereas, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that 1 in 5 women, and 1 in 71 men will experience some sort of sexual violence in their lifetime; and

Whereas, child sexual abuse prevention must be a priority to confront the reality that 1 in 7 girls, and 1 in 25 boys will experience sexual violence in their lifetime; and

Whereas, Hopeful Horizons, our local Children’s Advocacy, Domestic Violence, and Rape Crisis center served more than 1,300 primary victims and more than 700 secondary victims in the year 2020; and

Whereas, staff and volunteers of Hopeful Horizons urges every person to speak out against harmful attitudes and actions that lead to violence, however small; and

Whereas, all people are encouraged and empowered to report all types of violence in the community to make it safer; and

Whereas, prevention of sexual violence is possible. Therefore, we must work together to increase education, awareness, and community involvement as well as support survivors in order to connect them with services.

Now, therefore, be it resolved, that Beaufort County Council joins advocates across the United States and the State of South Carolina to proclaim the month of April 2021 as

“Sexual Assault Awareness Month”

And urges all citizens to observe this month by becoming aware of the tragedy of sexual assault, supporting those who are working towards its end, and participating in community efforts aimed at changing the culture of violence.



Dated this 12th day of April 2021

Joseph Passiment, Chairman
Beaufort County Council

~ Proclamation ~

WHEREAS, across our County and our State, alcohol abuse is a major public health problem that affects people of all ages, races, and ethnic backgrounds; and

WHEREAS, alcohol abuse and addiction are public health issues with serious consequences for all South Carolinians, including increased costs to the healthcare, welfare, and criminal justice systems as well as to the business community; and

WHEREAS, alcohol use by young people, a critical problem for our County, is a major cause of loss of life for people under 21, and alcohol-related car crashes are the leading cause of those deaths; and

WHEREAS, across South Carolina, 22 percent of high school students admit to consuming five or more drinks in a row on more than one occasion in the past month while 53 percent of college students admit to binge drinking on more than one occasion in the past two weeks with 6th thru 9th graders increasing use of alcohol by 12.46% from 2019; and

WHEREAS, the dangers of alcohol abuse go beyond college students as Beaufort County is ranked South Carolina's highest County for heavy use of alcohol adults and 3rd for binge use of alcohol; and

WHEREAS, April is nationally recognized as Alcohol Awareness Month giving public health bodies, community centers, and treatment facilities the chance to increase their efforts to reach people who may not fully appreciate the dangers of unhealthy alcohol consumption; and

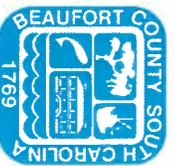
WHEREAS, the Beaufort County Alcohol and Drug Abuse Department uses the month of April to launch campaigns on social as well as traditional media to draw attention to alcohol awareness and work towards decreasing the stigma people with alcohol use disorders through education, discussion and community mobilization; and

Now, therefore, be it resolved, that Beaufort County Council proclaims April 2021

Alcohol Awareness Month.

Dated this 12th day of April 2021.


Joseph Passiment, Chairman
Beaufort County Council



EMERGENCY ORDINANCE No. 2021 / __

DECLARING THAT A STATE OF EMERGENCY CONTINUES TO EXIST IN BEAUFORT COUNTY DUE TO THE EFFECTS OF COVID-19

WHEREAS, on March 16, 2020 County Council adopted emergency Ordinance No. 2020-01, declaring a state of emergency existed due to the effects of the COVID-19 coronavirus; and

WHEREAS, since that time certain steps have been taken to protect public health and safety in accord with the authority vested in the County Council and following the orders of the Governor as well; and

WHEREAS, while those protective and preventative effects have succeeded in limiting the dangers of the COVID-19 virus, the dangers have not passed and ongoing protective and preventative measures are still necessary in the County; and

WHEREAS, the County has taken, and must continue to take, any and all necessary and appropriate actions in confronting and coping with the significant public health threats and other impacts associated with the 2019 Novel Coronavirus (“COVID-19”), which now present different, additional, and evolving emergency conditions and circumstances; and

WHEREAS, from time to time council has adopted ordinances extending the state of emergency, requiring the wearing of face coverings because of the emergency and other matters related thereto; and

WHEREAS, the state of emergency has continued to exist, uninterrupted, following the extensions of the state of emergency; and

WHEREAS, some vaccinations have been given, but the county still is experiencing a moderate incidence of new confirmed cases (82.2 per 100,000) over the last two weeks (3/22/2021-4/4/2021); and

NOW, THEREFORE, Beaufort County Council hereby finds that a state of emergency currently exists and has continued to exist, uninterrupted, as evidenced by existing conditions and the Governor’s extended declaration of a state of emergency for South Carolina with regard to the effects of the COVID-19 virus, thus necessitating the extension of the effective date of emergency ordinance 2020-01 for a period as provided by law;

IT IS SO ORDERED that the terms of emergency ordinance 2020-01 are hereby continued to be in full force and effect for an additional (60) sixty days, expiring on the sixty-first day, or unless earlier repealed or further extended. All acts taken during the intervening time period from the last extension and in accord

with the state of emergency are hereby ratified and have full force and effect. This ordinance shall take effect April 12, 2021.

ORDERED in meeting duly assembled this 12th day of February, 2021

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

**AN ORDINANCE TO REQUIRE INDIVIDUALS TO WEAR FACE COVERINGS
IN CERTAIN CIRCUMSTANCES AND LOCATIONS IN THE
UNINCORPORATED LIMITS OF THE COUNTY PROVIDING FOR
SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, on March 13, 2020, the Governor of the State of South Carolina Henry McMaster declared a State of Emergency for the State of South Carolina as a result of the COVID-19 impacts and the State of Emergency still exists, and

WHEREAS, this Ordinance does not relieve business establishments and restaurants from other social distancing requirements imposed by the Governor's Executive Orders.

WHEREAS, on March 16, 2020, Beaufort County Council (the "County") adopted Emergency Ordinance 2020-01, declaring that a State of Emergency exists throughout the County as a result of impacts arising from the COVID-19 pandemic and it has been renewed at appropriate times ever since; and

WHEREAS, it is well recognized the SARS-CoV-2, the virus that causes the disease COVID-19, presents a public health concern that requires extraordinary protective measures and vigilance and reported COVID-19 daily cases are on the rise in the County, and

WHEREAS, there exists considerable debate among the medical community regarding the efficacy of masks in combating the spread of the virus, yet well recognized and respected institutions such as the Center for Disease Control and Prevention ("CDC") and South Carolina Department of Health and Environmental Control ("SCDHEC") encourage the use of face coverings (Masks) nevertheless and medical data and statistics indicate that incidence of the virus is lower in communities which require social distancing and the wearing of face masks; and

WHEREAS, the CDC has determined that COVID-19 is spread mainly by person to person contact and that the best means of slowing the spread of the virus is through practicing social distancing and by minimizing personal contact with environments where the virus may be spread, and

WHEREAS, the CDC has stated that COVID-19 symptoms may appear as many as fourteen (14) days after exposure and has confirmed that a significant number of people are asymptomatic and that avoiding exposure to these two groups is essential in the reduction of the spread of the virus; and

WHEREAS, SCDHEC continues to urge all residents of the state to limit activities outside of the home and to practice social distancing at all times to limit the spread of this highly contagious and potentially deadly virus; and

WHEREAS, the County has received a strong message from its medical community, that unless citizens curb the rising spread of COVID-19 through wearing face coverings and

following social distancing protocols established by the CDC and included in the Executive Orders of the Governor of South Carolina, the virus could spread more broadly, and,

WHEREAS, notwithstanding the spread of COVID-19, businesses remain open and some of their employees must physically be present at the work site, requiring further measures to keep such employees safe,

WHEREAS, vaccinations have started, and as of April 1, all persons are now eligible to receive the vaccinations; and

WHEREAS, the rate at which vaccinations are being given is relatively slow, and a relatively very small number of persons have been inoculated, while new cases of COVID-19 are continuing at a “moderate rate” as per SCDHEC records as of April 2, 2021; and

WHEREAS, there are currently large numbers of people who patronize grocery stores, pharmacies, restaurants, retail establishments and other businesses and buildings open to the public within the unincorporated limits of the County; and

WHEREAS, education and voluntary compliance are the desired means of enforcement.

WHEREAS, repeated violations of this Ordinance at any business or establishment that is subject to this Ordinance are hereby declared a nuisance, and the County may seek a restraining order, preliminary injunction, permanent injunction or any other means authorized under the Laws of the State of South Carolina to abate the nuisance. The County may also seek suspension or revocation of the business license issued by the County to any business or establishment where repeated violations of the Ordinance occur, under the authority of Section 18-62 of the County Code of Ordinances. Each day of a continuing violation of this ordinance shall be considered a separate and distinct offense.

WHEREAS, in order to protect, preserve, and promote the general health, safety, welfare, and the peace and order of the community, the County has, and will continue, to take steps to try and protect the citizens, employers, and employees within the County from an increased risk of exposure to and transmission of COVID-19; and,

WHEREAS, the County Council finds it is necessary and in the best interest of the County and its citizens that an Ordinance requiring the wearing of cloth or other types of face coverings in certain circumstances be adopted by the County Council;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR THE COUNTY OF BEAUFORT, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY OF THE SAME, AS FOLLOWS FOR THE UNINCORPORATED PORTIONS OF THE COUNTY:

- 1. The recitals above are incorporated herein as findings of fact.

2. All persons entering any commercial or public buildings open in the County must wear a face covering and maintain social distancing where possible while inside the building.
3. The following individuals are exempt from this Ordinance: any person under the age of two or at the discretion of the parent, custodian or guardian, or who is unable to safely wear a Face Covering due to age or an underlying health condition, or who is unable to remove the Face Covering without the assistance of others; and any person traveling in a personal vehicle, or when a person is alone or is in the presence of only household members in an enclosed space, and people who are actively drinking or eating inside. Persons, in consultation with their health care provider may remove their mask while receiving medical treatment; and persons actively swimming.
4. Business Owners and Operators shall have responsibility for informing patrons of the above requirements and shall post conspicuous signage at all entrances informing its patrons of the requirements of this Ordinance.
5. All restaurants, retail establishments of every description, salons, grocery stores, and pharmacies in the limits of the County shall require their employees to wear a Face Covering at all times when employees are within the social distance of the general public, or when the employees must be in close proximity to one another, except as noted in Section. This requirement also applies to all persons providing or utilizing public or commercial transportation, including tours; and all businesses or employees while interacting with people in outdoor spaces, including, but not limited to, curbside pickup, delivery, and service calls. Nothing shall prevent an employee from fashioning his or her own cloth facemask. If a worker or customer refuses to wear a cloth face covering for other than medical reasons, a business may decline entry or service to that individual.
6. This ordinance shall not include or apply to the normal operations of public or private schools and institutions of higher education or to religious activities or organizations including those conducted at or by churches, synagogues or other houses of worship all of which are encouraged to adopt their own standards of protection from the virus as the deem fit.
7. Should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

6 This ordinance will expire the sooner of 1) on the 61st day after its effective date, or the Governor fully ending the State of Emergency.

Item 13.

ADOPTED THIS 12TH DAY OF APRIL, 2021, EFFECTIVE IMMEDIATELY.

Beaufort County

Joseph F. Passiment, Chairman

ATTEST

Sarah Brock
Clerk to Council

ORDINANCE 2021/____
AN ORDINANCE TO MAKE PERMANENT THE PREVIOUSLY ADOPTED EMERGENCY RESOLUTION ALLOWING FOR ELECTRONIC OR HYBRID MEETINGS, AND OTHER MATTERS RELATED THERETO

WHEREAS, on March 13, 2020, Governor Henry McMaster issued Executive Order No. 2020-08 related to the 2019 Novel Coronavirus (“*COVID-19*”) and declared that a State of Emergency exists in South Carolina; and

WHEREAS, on March 17, 2020, Governor Henry McMaster issued Executive Order No. 2020-10 directing local governing bodies to “utilize any available technology or other reasonable procedures to conduct such meeting and accommodate public participation via virtual or other remote or alternate means”; and

WHEREAS, on May ____, 2020, Beaufort County Council (“County Council”) adopted Resolution 2020/____ which provided for the use of electronic communications for the conduct of meetings during the state of emergency; and

WHEREAS, the South Carolina Freedom of Information Act, , which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the “*Act*”) defines a “Meeting” as “the convening of a quorum of the constituent membership of a public body, whether corporal *or by means of electronic equipment*, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power” (emphasis added); and

WHEREAS, holding meetings by electronic or hybrid means has proven to be successful for County Council, county staff and also for members of the public to participate over the past ten months; and

WHEREAS, County Council now wishes to adopt provisions of a more permanent nature which will allow for meetings of the County Council and its Boards and Commissions to be held by electronic means, either fully virtual, or hybrid in-person and virtual electronic means; while ensuring any such electronic meetings fully comply with the open meeting requirements of the Act; and

NOW THEREFORE, be it hereby ordained in this meeting of the Beaufort County Council (the “County Council”), as follows:

There shall be added to the Code of Ordinances of Beaufort County a new section 2-30, which shall read as follows

Section 1. Standards for Electronic and Hybrid Meetings. The County Council and its Boards and Commissions (collectively referred to hereinbelow as the “Governing Body”) are hereby authorized to conduct public meetings exclusively in electronic form and/or in hybrid form,

with some members in attendance in person and some via electronic means, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic or hybrid meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of attending by way of electronic media or in person shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic or hybrid meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating “aye” “yes” “yay” “no” or “nay”, raising their hand, or some similar verbal or visual cue to indicate an affirmative or negative position on the matter before the Governing Body. All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate. Notwithstanding the above, motions may be approved “without objection” without the need for verbal or visual cues.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act.

(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic or hybrid meetings. However, any physical presence requirements or similar provisions in the procedural rules are hereby superseded.

(f) Electronic or hybrid executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic or hybrid executive session, meeting minutes need not be kept and the electronic or hybrid meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

(g) With respect to any electronic or hybrid meeting, any public comment periods provided for by local resolution, policy, or bylaws shall remain in effect. However, members of the public may either (i) submit written public comments which shall be distributed to the members of the Governing Body, or (ii) make a written request to the moderator (as provided in the agenda materials) of the electronic or hybrid meeting to make a presentation during a public comment period or public hearing.

(h) Additionally, the Governing Body, acting through staff, may establish separate rules and procedures for public hearings, if any, so long as the public is able to effectively participate in the public hearing with the Governing Body such that the spirit and purpose of the public hearing is fulfilled.

Section 2. Procedures for Boards, Commissions, and Committees. The normal operating procedures of all boards, commissions, and committees are hereby supplemented in order to allow the meetings thereof to be conducted using electronic or hybrid means; provided that such electronic or hybrid means conforms to the standards set forth in Section 1, as they may be amended by the Governing Body.

Section 3. Conflicts in Procedures. To the extent that any board, commission, or committee is authorized by South Carolina law to establish its own rules of procedure, the procedures set forth in Section 1 for electronic or hybrid meetings shall apply by default, unless such board, commission, or committee takes action to the contrary. To the extent that any provision of South Carolina law permits the Governing Body to adopt rules of procedure for any board, commission, or committee by ordinance or otherwise, this Ordinance shall suffice to fulfill that purpose.

Section 4. Effective Date; Expiration. The provisions hereof shall be effective upon approval following third reading.

DONE AS AN ORDINANCE and approved at a meeting duly assembled this ___ day of ___, 2021.

BEAUFORT COUNTY COUNCIL

(SEAL)

Joseph Passiment, Chair

ATTEST:

Sarah Brock, Clerk of Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE TO MAKE PERMANENT THE PREVIOUSLY ADOPTED EMERGENCY RESOLUTION ALLOWING FOR ELECTRONIC OR HYBRID MEETINGS, AND OTHER MATTERS RELATED THERETO
MEETING NAME AND DATE:
Executive Committee April 5, 2021
PRESENTER INFORMATION:
<i>Kurt Taylor, County Attorney</i> <i>5 minutes</i>
ITEM BACKGROUND:
<i>County Council adopted an emergency resolution last year to allow for electronic meetings. This ordinance would make permanent the rules for conducting electronic and hybrid meetings</i>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
<i>n/a</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny Ordinance regarding electronic and hybrid meetings</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL-MANAGER FORM OF GOVERNMENT
MEETING NAME AND DATE:
Executive Committee April 5, 2021
PRESENTER INFORMATION:
<i>Kurt Taylor, County Attorney</i> <i>10 minutes</i>
ITEM BACKGROUND:
<i>County Council has expressed interest in holding a referendum regarding whether to keep the council-administrator form of government or change to the council-manager form of government. This ordinance calls for the referendum</i>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
n/a
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny Ordinance regarding a referendum to potentially change the form of government.</i>

ORDINANCE 2021/ _____

AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL/ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL/MANAGER FORM OF GOVERNMENT, AND OTHER MATTERS RELATED THERETO.

WHEREAS, this Ordinance is authorized pursuant to Section 4-9-10 of the South Carolina Code of Laws (1976), as amended. The purpose of this Ordinance shall be to provide for a referendum to allow the qualified electors of Beaufort County, South Carolina to vote to retain the current Council-Administrator form of government or to change to the Council-Manager form of government; and

WHEREAS, the Board of Voter Registration and Elections of Beaufort County shall take such steps as are necessary and appropriate to hold a referendum in conjunction with the election to be held on November 2, 2021 to allow the qualified electors of Beaufort County, South Carolina to vote on the issue of retaining the current Council-Administrator form of government or changing to the Council-Manager form of government as provided for in Section 4-9-610, et. Seq., Code of Laws of South Carolina (1976) as amended; and

WHEREAS, the question for such referendum shall be stated as follows:

Should the form of Beaufort County’s government be changed from that of a Council-Administrator form of government as set forth in S.C. Code of Laws Title 4, Chapter 9, Article 7 (1976, as amended) to that of a Council-Manager form of government as set forth in S.C. Code of Laws Title 4, Chapter 9, Article 9 (1976, as amended) and provide for the appointment of the County Treasurer and County Auditor?

INSTRUCTIONS TO VOTER:

If the voter wishes to vote in favor of the question, fill in the oval next to the words, “Yes, In favor of the question;” if the voter wishes to vote against the question, fill in the oval next to the words, “No, Opposed to the question.”

Yes, In favor of the question

No, Opposed to the question

EXPLANATION:

A “yes” vote is a vote in favor of changing the current form of government to a Council-Manager form of government which could provide for the appointment of

the County Treasurer and County Auditor. A “no” vote is a vote to retain the current Council-Administrator form of government and provide for the continued election of the County Auditor and County Treasurer.)

NOW, THEREFORE BE IT ORDAINED, the Board of Voter Registration and Elections of Beaufort County shall conduct a referendum as stated above, publish appropriate notices of election, comply with all other notices and requirements as set forth in law, and shall verify the results of such referendum as provided by law.

Should the present form of government receive a majority favorable vote of those qualified electors voting, the present form shall continue without further action by the Beaufort County Council. Should the Council-Manager form of government receive a majority favorable vote of those qualified electors voting, then, in such event, the Beaufort County Council shall enact an Ordinance establishing the new form of government in accordance with the provisions of applicable law.

APPROVED AND ADOPTED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 20_____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

APPROVED AS TO FORM:

W. Kurt Taylor, County Attorney

ATTEST:

Sarah W. Brock, Clerk to Council

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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT LOCAL OPTION SALES AND USE TAX WITHIN BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-10-10 ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSE OF THE TAX; TO IMPOSE CONDITIONS AND RESTRICTIONS UPON THE USE OF THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM FOR THE IMPOSITION OF THE TAX; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX; AND OTHER MATTERS RELATING THERETO
MEETING NAME AND DATE:
Executive Committee April 5, 2021
PRESENTER INFORMATION:
<i>Kurt Taylor, County Attorney</i> <i>10 minutes</i>
ITEM BACKGROUND:
<i>County Council has expressed interest in holding a referendum regarding whether to impose a 1% local option sales tax. This ordinance calls for the referendum</i>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
<i>n/a</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny Ordinance regarding a referendum to impose a 1% local option sales tax.</i>

ORDINANCE 2021/_____

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT LOCAL OPTION SALES AND USE TAX WITHIN BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-10-10 ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSE OF THE TAX; TO IMPOSE CONDITIONS AND RESTRICTIONS UPON THE USE OF THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM FOR THE IMPOSITION OF THE TAX; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the South Carolina General Assembly enacted Title 4, Chapter 10, Section 10, Code of Laws of South Carolina, 1976, as amended (the “Code”), which empowers the Beaufort County Council (the “Council”) to levy and impose a one percent (1%) sales and use tax on the gross proceeds of sales within Beaufort County (the “County”) for the purpose of allowing a credit against a taxpayer’s county and municipal ad valorem tax liability and for funding county and municipal operations;

WHEREAS, the Council is dedicated to the reduction of property taxes and is committed, not only to minimizing the cost of public services, but also to seeking alternative revenue sources that can be used to replace property taxes, and it is of the opinion and belief that all County property owners, and homeowners in particular, can benefit from implementation of a location option sales tax; and

WHEREAS, the County, acting by and through its County Council, desires to reduce the property tax burden annually imposed upon the citizens of the County by calling for a referendum to adopt a one percent (1%) local option sales tax authorized pursuant to Section 4-10-20 of the Code, and further authorizes and directs the County Administrator to make arrangements as necessary to schedule such referendum for November 2, 2021:

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY BEAUFORT COUNTY COUNCIL, in a meeting duly assembled that:

Section 1. Imposition of a One Percent Local Option Sales Tax

- 1.1.** A Referendum on the question of imposing a one percent (1%) local option sales and use tax (the “Tax”), authorized pursuant to Section 4-10-20 of the Code, in Beaufort County, South Carolina shall be held on November 2, 2021 mutatis mutandis.
- 1.2.** The Tax shall be imposed only if approved by a majority of the qualified electors voting in favor of imposing such Tax in a duly noticed referendum held on November 2, 2021.
- 1.3.** The Tax, if approved, shall be imposed on July 1, 2022, provided that the County notifies the South Carolina Department of Revenue and the South Carolina Treasurer of the results of the referendum, by delivering certified copies of a resolution adopted by the Council no later than December 31, 2021.

Pursuant to Subsection 4-10-90(B) of the Code, after deducting the amount of refunds made and the costs to the South Carolina Department of Revenue for administering the Tax (not to exceed one-half of one percent of the fund or seven hundred fifty thousand dollars, whichever is greater), the South Carolina Treasurer shall deposit the revenue collected from the Tax into a Local Sales and Use Tax Fund for Beaufort County which shall consist of two separate funds: the Property Tax Credit Fund and the County/Municipal Revenue Fund.

- 1.4.** The Tax imposed by this Ordinance is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable jurisdiction which are subject to the tax imposed by Chapter 36 of Title 12 of the Code, and the enforcement provisions of Chapter 54 of Title 12 of the Code. The gross proceeds of the sale of items subject to a maximum tax in S.C. Code §12-36-2110 and Article 17 of Chapter 36 of Title 12 of the Code are exempt from the tax imposed by this Ordinance.
- 1.5.** The Tax imposed by this Ordinance also applies to tangible personal property subject to the use tax in Section 12-36-1310 of the Code. Taxpayers required to remit taxes under Section 12-36-1310 of the Code, shall identify the county, municipality or both, in which the tangible personal property purchased at retail is stored, used, or consumed in this State.
- 1.6.** Utilities are required to report sales in the County in which consumption of the tangible personal property occurs.
- 1.7.** A taxpayer subject to the tax imposed by S.C. Code §12-36-920, who owns or manages rental units in more than one county shall report separately in his sales tax return the total gross proceeds from business done in each county.
- 1.8.** The gross proceeds of sales of tangible personal property delivered after the imposition date of the tax levied by this Ordinance in the County, either pursuant to the terms of a construction contract executed before the imposition date, or a written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the Tax provided in this section if a verified copy of the contract is filed with the Department of Revenue within six (6) months after the imposition of the Tax.
- 1.9.** Notwithstanding the imposition date of the Tax imposed by this Ordinance, with respect to services that are billed regularly on a monthly basis, the Tax is imposed beginning on the first day of the billing period beginning on or after the imposition date.
- 1.10.** The Tax imposed pursuant to this Ordinance shall be collected and administered by the South Carolina Department of Revenue and deposited with the State Treasurer where it shall be credited to an account established by the County, which is separate and distinct from the General Fund of the State of South Carolina. After deducting the amount of any refunds made and costs to the Department of Revenue for administering the Tax, the State Treasurer shall then distribute the revenues in accordance with Section 4-10-40 through 4-10-90 of the Code, for the purposes aforesaid. The State Treasurer may correct misallocation by adjusting subsequent distributions, but these adjustments must be made in the same fiscal year as the misallocation.
- 1.11.** The Department of Revenue shall furnish data to the State Treasurer and to the Beaufort County Treasurer for the purpose of calculating distributions and estimating revenues. The information, which must be supplied upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is

considered confidential and is governed by the provisions of Section 12-54-240 of the Code. Any person violating the provisions of this section shall be subject to penalties provided in Section 12-54-240 of the Code.

Section 2. Order to Hold Referendum and Duties of Election Commission

- 2.1. Upon receipt of this Ordinance, the County Election Commission (the "Commission") shall conduct a Referendum on the question of imposing the Tax in the County. A Referendum for this purpose must be held on November 2, 2020.
- 2.2. A Notice of Referendum, substantially similar in form to **Appendix A** attached hereto and incorporated by reference herein shall be published in compliance with the provisions of Section 7-13-35 and 4-15-50 of the Code, as amended, not less than sixty (60) days prior to the Referendum, not later than two (2) weeks after such first notice is published, and once not less than fifteen (15) days prior to the occasion set for the holding of the Referendum.
- 2.3. A public hearing must be conducted at least fourteen (14) days before the Referendum after publication of a notice setting forth the date, time, and location of the public hearing. The notice must be published in a newspaper of general circulation in the County at least fourteen (14) days before the date fixed for the public hearing.
- 2.4. Pursuant to Section 7-13-355 of the Code, the Referendum question shall be submitted to the Beaufort County Board of Elections and Voter Registration to be placed on the ballot no later than 12:00 noon on August fifteenth (15th) or, if August fifteenth (15th) falls on Saturday or Sunday, not later than 12:00 noon on the following business day.
- 2.5. All qualified electors desiring to vote in favor of imposing the tax for a particular purpose shall vote "yes" and all qualified electors opposed to levying the tax for a particular purpose shall vote "no". If a majority of the votes cast are in favor of imposing the Tax, then the Tax is imposed as provided herein; otherwise, the Tax is not imposed. The Commission shall conduct the Referendum and provide the results to the County pursuant to South Carolina election laws.
- 2.6. Upon receipt of the return of the Referendum, County Council shall, by resolution declare the results thereof. The results of the Referendum, as declared by resolution of Council, are not open to question except by suit or proceeding instituted within thirty (30) days from the date Council shall adopt a resolution declaring the results of such Referendum.
- 2.7. Expenses of the Referendum shall be paid by the governmental entities that would receive the proceeds of the Tax in the same proportion that those entities would receive the net proceeds of the Tax.

Section 3. Voter Registration and Elections Board

- 3.1. A certified copy of this Ordinance shall be filed with the Elections Board, accompanied by written notice from the Chairman of Council establishing the date for the Referendum as November 2, 2021. The Elections Board is hereby requested as follows:
 - a. To join in the action of the County in providing for the Notice of Referendum in substantially the form contained herein;

- b. To prescribe the form of a ballot to be used in the Referendum;
- c. To arrange for polling places for each precinct, or any part of a precinct within the County;
- d. To appoint Managers of Election;
- e. To provide a sufficient number of ballots or voting machines, as the case may be, for the Referendum;
- f. To conduct the Referendum, receive the returns thereof, canvass such returns, declare the results thereof, and certify such results to the County Council; and
- g. To take other steps and prepare such other means as shall be necessary or required by law in order to properly conduct the Referendum.

Section 4. Voting, Polling Places and Hours of Election

- 4.1. The voting precincts in the County shall be those designated pursuant to Section 7-7-1 of the Code, as amended. The polling places for each voting precincts shall be designated by the Beaufort County Board of Elections and Voter Registration (the "Elections Board"). The Elections Board is authorized to change any of the locations of polling places for the Referendum as deemed necessary or advisable. Appropriate changes are to be made to the Notice of Referendum.
- 4.2. The polls shall be opened at 7:00 a.m. and closed at 7:00 p.m. on the date fixed for the Referendum and shall be held open during said hours without intermission or adjournment.
- 4.3. The Referendum shall be conducted using either voting machines or paper ballots as provided by State law. Upon approval by the Elections Board, the form of ballots to be used in the Referendum and the instructions to voters appearing thereon shall be in substantially the form set forth in **Appendix B**.
- 4.4. Every person offering to vote must be at least eighteen (18) years of age on the date of the Referendum, must reside in the County and must be duly registered on the books of registration for Beaufort County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which said books of registration are closed for the Referendum, and must present his or her registration certificate or valid South Carolina driver's license or other form of identification containing a photograph issued by the South Carolina Department of Public Safety, if not licensed to drive. Any registered elector who meets the requirements set forth in the preceding sentence and who has moved his or her place of residence within the County after the date on which said books of registration are closed for the Referendum, but before the date of the Referendum, shall be entitled to vote in his or her previous precinct of residence in the Referendum.

Section 5. Severability

- 5.1. If any part of this Ordinance is held by a court of competent jurisdiction to be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Beaufort County, South Carolina, to pass this Ordinance without such unconstitutional, illegal or invalid provision, and the remainder of this Ordinance shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this Ordinance or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

- 5.2.** All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. All other parts and provisions of the Beaufort County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

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APPENDIX A

NOTICE OF REFERENDUM FOR THE IMPOSITION OF A LOCAL OPTION SALES AND USE TAX IN BEAUFORT COUNTY, SOUTH CAROLINA November 2, 2021

NOTICE IS HEREBY GIVEN that pursuant to Ordinance No. 2021/_____, enacted by Beaufort County Council on _____, 2021, and the requirements as codified in Section 4-10-10 et seq., Code of Laws of South Carolina, 1976, as amended, a referendum will be held in Beaufort County on November 2, 2021 (the "Referendum"), for the purpose of submitting to the qualified electors of Beaufort County the following question:

Must a one percent sales and use tax be levied in Beaufort County for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability and for the purpose of funding county and municipal operations in the Beaufort County area?

CONDITIONS AND RESTRICTIONS ON THE USE OF TAX REVENUE COLLECTED FROM THE LOCAL OPTION SALES AND USE TAX:

If approved, the total revenue collected shall be applied as a credit against the payment of any costs charged by the South Carolina Department of Revenue in connection with the collection and administration of such tax, then for the purpose of funding county and municipal operations, and against a taxpayer's county and municipal ad valorem tax liability.

INSTRUCTIONS TO VOTER:

If you are in favor of the question, place a check or cross-mark in the square after the words "Yes, in favor of the question"; if you are opposed to the question, place a check or cross-mark in the square after the words "No, opposed to the question."

Explanation:

The purpose of the Referendum is to allow the qualified electors of Beaufort County to determine whether or not a one percent (1%) sales and use tax should be levied in Beaufort County for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability (property taxes) and for the purpose of funding county and municipal operations in the Beaufort County area.

If this sales and use tax is approved, State law provides that seventy-one percent (71%) of the revenue received by a county and municipality may be used to provide a credit against the property tax liability of taxpayers in the county and municipality and that twenty-nine percent (29%) may be used specifically for the purpose of funding county and municipal operations in the Beaufort County area.

Voting, Polling Places and Hours of Election:

The polls shall be opened from 7:00 a.m. until 7:00 p.m. at the polling places designated above and shall be open during these hours without intermission or adjournment. Appropriate vote recorders will be provided at the polling places for the casting of ballots on the aforesaid question. Managers of Election will be appointed by the Board of Election and Registration of Union County. The Managers of Election shall see that each person offering to vote takes the oath that he or she is qualified to vote at this referendum according to the Constitution of this State and that he or she has not voted

previously in this referendum.

Every person offering to vote (a) must be at least eighteen (18) years of age on the date of the referendum; (b) must reside in Beaufort County; (c) must be duly registered on the books of registration for Beaufort County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which the books of registration are closed for the referendum; and (d) must present his or her current and valid form of identification as required by South Carolina law in effect as of the date of the referendum.

Any person eligible to register who has been discharged or separated from his service in the Armed Forces of the United States prior to October 4, 2020, and returned home too late to register at the time when registration is required is entitled to register for the purpose of voting in the referendum up to 5:00 p.m. on the day of the Referendum. This application for registration must be made to the Board of Election and Registration of Beaufort County, and if qualified, the person must be issued a registration notification stating the precinct in which he or she is entitled to vote and a certification of the managers of the precinct that he or she is entitled to vote and should be placed on the registration rolls of the precinct. Persons who become of age during the thirty (30) day period preceding the Referendum shall be entitled to register before the closing of the books if otherwise qualified.

The last day on which persons may register in order to be eligible to vote in the Referendum will be October 3, 2021. Applications for registration to vote sent by mail must be mailed postmarked no later than October 3, 2021, to the Board of Elections and Registration of Beaufort County, 15 John Galt Road, Beaufort, South Carolina 29906. The process of examining the return-addressed envelopes containing absentee ballots will begin at 2:00 p.m. on the date of the Referendum in the office of the Board of Elections and Registration of Beaufort County at 15 John Galt Road, Beaufort, South Carolina 29906.

Voters who are blind, who are otherwise physically handicapped, or who are unable to read or write are entitled to assistance in casting their ballot. This assistance may be given by anyone the voter chooses except his or her employer, an agent of his or her employer, or an officer or agent of his or her union. The Managers of Election must be notified if assistance is needed. Voters who are unable to enter their polling place due to physical handicap or age may vote in the vehicle in which they drove or were driven to the polls. When notified, the manager will help voters effectuate this curbside voting provision. Registered voters may be eligible to vote by absentee ballot. Persons wishing more information concerning absentee balloting should contact the Board of Election and Registration of Beaufort County at 843.255.6900.

The Board of Election and Registration of Beaufort County shall hold a hearing on ballots challenged in the Referendum on November 6 2020, at 10:00 a.m. in the office of the Board of Election and Registration of Beaufort County at 15 John Galt Road, Beaufort, South Carolina 29906.

Beaufort County Council, South Carolina
Board of Election and Registration of Beaufort County, South Carolina

APPENDIX B

**FORM OF BALLOT
OFFICIAL BALLOT – REFERENDUM**

**LOCAL QUESTION NUMBER ____
AUTHORIZATION TO IMPOSE A ONE PERCENT (1%) LOCAL OPTION SALES TAX TO
REDUCE PROPERTY TAX ON PERSONS IN BEAUFORT COUNTY**

Precinct _____
No. _____

Initials of Issuing Officer

Local Question No. _____

Must a one percent (1%) sales and use tax be levied in Beaufort County for the purpose of allowing a credit against a taxpayer’s county and municipal ad valorem tax liability and for the purpose of funding county and municipal operations in the Beaufort County area?

CONDITIONS AND RESTRICTIONS ON THE USE OF TAX REVENUE COLLECTED FROM THE LOCAL OPTION SALES AND USE TAX:

If this sales and use tax is approved, State law provides that seventy-one percent (71%) of the revenue received by a county and municipality may be used to provide a credit against the property tax liability of taxpayers in the county and municipality and that twenty-nine percent (29%) may be used specifically for the purpose of funding county and municipal operations in the Beaufort County area.

INSTRUCTIONS TO VOTER:

If you are in favor of the question, place a check or cross-mark in the square after the words "Yes, in favor of the question"; if you are opposed to the question, place a check or cross-mark in the square after the words "No, opposed to the question."

Yes, in favor of the question []

No, opposed to the question []

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Establishment of Rate Schedule for Solid Waste and Recycling Enterprise Fund
MEETING NAME AND DATE:
County Council – March 22, 2021
PRESENTER INFORMATION:
Colin McAweeney – Tischler Bise Jared Fralix, P. E. ACA – Engineering (Time Needed for Item Discussion = 15 minutes)
ITEM BACKGROUND:
An Enterprise Fund Ordinance for Solid Waste and Recycling had 3 readings from County Council: 1 st Reading May 11, 2020; 2 nd Reading May 26, 2020 and 3 rd Reading June 8, 2020. Re: Ordinance 2020/19. Tischler Bise presented the Fee Study dated January 19, 2021. Unanimous approval vote but vote later postponed during the meeting per discussion of commercial improved properties and the decal system <i>Item approved by Public Facilities Committee March 15, 2021</i>
PROJECT / ITEM NARRATIVE:
Tischler Bise presented options for a fee associated with the Solid Waste and Recycling Enterprise Fund Ordinance. Report dated January 19, 2021. The fee should be established prior to February 2021 to go into effect for budget year FY22
FISCAL IMPACT:
The Ordinance and associated fee structure will take approximately 10 million dollars out of the current General Fund and Department operations will be supported by the new Enterprise Fund.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the Tischler Bise Solid Waste and Recycling Enterprise Fund Rate Study
OPTIONS FOR COUNCIL MOTION:
Motion to approve the Tischler Bise Enterprise Fund Rate Study. Motion to deny the Tischler Bise Enterprise Fund Rate Study.

Solid Waste Enterprise Fee

Item 17.

Beaufort County, SC
January 19th, 2021



TischlerBise
FISCAL | ECONOMIC | PLANNING

Solid Waste Fee Study

- Solid Waste Fee Cost Components
 - Personnel costs
 - Operating costs
 - Operating reserves
 - Capital needs
 - Growth & inflationary factors

Solid Waste Fee Study

- Personnel and operating costs include current budgeted amounts and additional needs for enterprise fund operations

Solid Waste Personnel Costs	FY2021
Current Direct Personnel Costs	\$1,507,000
Additional Direct Personnel Needed	\$448,000
Solid Waste Personnel Costs	\$1,955,000

Solid Waste Operating Costs	FY2021
Current Non-Personnel Operating Costs	\$7,793,000
Indirect Overhead Costs	\$559,000
Solid Waste Non-Personnel Operating Costs	\$8,352,000

Solid Waste Operating Costs	FY2021
Total Solid Waste Annual Operating Cost	\$10,307,000

Solid Waste Fee Study

- Operating reserve
 - 90 days of operating budget (25%)
 - For comparison, Beaufort County General Fund policy (30%)

Beaufort County	FY2021
Operating Reserve (90-Day Reserve, 25%)	\$2,541,000

Solid Waste Fee Study

- Capital Needs
 - \$2M annually
 - Will increase annually with construction costs

Beaufort County	FY2021
Solid Waste Capital Needs	\$2,000,000

Solid Waste Fee Study

- Cost Projections
 - Housing growth and inflation included to ensure fee doesn't requiring adjusting for 5 years

Cost Components	2021	2022	2023	2024	2025
Personnel Costs	\$1,955,000	\$2,041,000	\$2,131,000	\$2,223,000	\$2,319,000
Operating Costs	\$8,352,000	\$8,719,000	\$9,103,000	\$9,494,000	\$9,902,000
Operating Reserve (90-Day Reserve, 25%)	\$2,541,000	\$2,653,000	\$2,770,000	\$2,889,000	\$3,013,000
<i>Operating Subtotal</i>	<i>\$12,848,000</i>	<i>\$13,413,000</i>	<i>\$14,004,000</i>	<i>\$14,606,000</i>	<i>\$15,234,000</i>
Capital Facility Project Needs	\$2,000,000	\$2,080,000	\$2,163,000	\$2,250,000	\$2,340,000
<i>Capital Subtotal</i>	<i>\$2,000,000</i>	<i>\$2,080,000</i>	<i>\$2,163,000</i>	<i>\$2,250,000</i>	<i>\$2,340,000</i>
Grand Total	\$14,848,000	\$15,493,000	\$16,167,000	\$16,856,000	\$17,574,000

	<i>Inflation</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
Personnel Costs (ENR Common Labor Index, 5-Year Average)		2.5%	2.5%	2.5%	2.5%
Operating Costs (ENR Common Labor Index, 5-Year Average)		2.5%	2.5%	2.5%	2.5%
Capital Facility Project Needs (Based on Solid Waste staff estimates)		4.0%	4.0%	4.0%	4.0%
Housing Growth (Beaufort County TAZ database)		1.9%	1.9%	1.8%	1.8%

Solid Waste Fee Study

- Single-Tiered Fee Structure Option
- Countywide Fee
 - \$14/month, \$169/year

Beaufort County Solid Waste Enterprise Fee	
5-Year Average Annual Budget	\$16,188,000
5-Year Average Countywide Housing Total	95,771
Cost per Housing Unit/Month	\$14.09

Note: The annual cost per housing unit is \$169

Solid Waste Fee Study

- Revenue Projections
- Fee per unit is applied to housing growth
- 100% cost recovery

5-Year Total Costs	\$80,938,000
---------------------------	---------------------

Year	Households	Revenue \$169
2021	92,266	\$15,600,000
2022	94,018	\$15,897,000
2023	95,771	\$16,193,000
2024	97,523	\$16,489,000
2025	99,275	\$16,785,000

Total Revenue	\$80,964,000	
Total Cost	\$80,938,000	
Difference	\$26,000	0.0%

Solid Waste Fee Study

- Comparison to other Solid Waste fees
 - Comparables **own their landfill**
 - Beaufort County is paying a private landfill in Jasper County
- A charge by weight is another common fee structure
 - However, fixed fees are more reliable for future cash flow projections and more convenient for users

Solid Waste Districts	Monthly Fee per Household
Solid Waste Authority of Palm Beach County [1]	\$15
Beaufort County - Proposed	\$14
Three Rivers Solid Waste Authority [2]	\$12

Note: The comparable districts own their own landfill, Beaufort County is paying a private landfill in Jasper County.

[1] Palm Beach, FL

[2] Nine counties in South Carolina in the Upper and Lower Savannah River Council of Counties

Solid Waste Fee Study

- Two-Tiered Fee Structure Option
 1. A fee for disposal and capital improvements
 - Countywide
 2. A fee for convenient center operations
 - Excludes City of Beaufort, Town of Port Royal, and Town of Bluffton

Beaufort County Solid Waste Enterprise Fee	
Countywide Disposal and Capital Budget	\$13,795,000
Countywide Housing Total	95,771
Cost per Housing Unit/Month	\$12.00

Note: The annual cost per housing unit is \$144

Beaufort County Solid Waste Enterprise Fee	
Convenience Center Operations	\$3,002,000
Housing Total excluding Municipalities [1]	77,968
Cost per Housing Unit/Month	\$3.21

[1] City of Beaufort, Town of Port Royal, and Town of Bluffton

Note: The annual cost per housing unit is \$39

Under this option,

- Residents of Beaufort, Port Royal, and Bluffton would be \$12/month
- All other residents would be \$15.21/month (\$12 + \$3.21)

Comments/Questions



Solid Waste Enterprise Fee Study

Prepared for:
Beaufort County, South Carolina

March 19, 2021

Prepared by:



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EXECUTIVE SUMMARY

The Beaufort County initiated a fee study with TischlerBise in an effort to understand the full cost of providing **solid waste services and future capital improvements**. The County is exploring the possibilities of providing solid waste services through an enterprise fund and would need a fee structure to fully support operations. The results of this study will help inform cost-recovery policy decisions. The fees shown in the body of this report assume **100 percent cost-recovery** of operating and capital costs.

There are six other cost components included in the analysis:

1. Direct personnel costs
2. Operating costs
3. Indirect overhead costs
4. Operating reserves
5. Capital needs
6. Growth and inflation

The last component ensures that a growing customer base and costs are included in the fee. As a result, the fee does not need to be updated for the next five years.

The solid waste enterprise system is only available to households. Currently, commercial and industrial users are not served by the County's solid waste services and the enterprise fund does not anticipate serving any development besides residential in the future, with a few exceptions. As such, the costs and demand projections in the analysis include only residential land uses. Additionally, the housing estimates have been provided by the Beaufort County Assessor's Office and the study assumes the administering of the user fee will be consistent with the Assessor's definition of residential land uses.

The County may allow for exceptions and allow properties that are labeled commercial, but which are used for housing to enter into the enterprise solid waste system. It is the County's responsibility to establish a protocol and threshold for the exception. The study's resulting fee is an approximation of the average demand from a household, so this exception policy will not alter the user fee.

Enterprise Fee Cost-Recovery Options

The analysis has been developed to calculate the full cost of each component. In other words, if adopted, Beaufort County would be recouping the entire cost to operate the Solid Waste Enterprise Fund without other funding. However, Beaufort County is able to adopt a fee at a lower cost-recovery level. A lesser amount adopted would necessitate a subsidy from another revenue source to fully fund the solid waste services and capital needs.

Enterprise Fee Calculation

The fee calculation is illustrated below. In summary, the average total annual budget over the next five years is divided by the average housing total.

Figure 1. General Calculation of Beaufort County Enterprise Fees



Cost Components

In Figure 2, the cost components are projected over the next five years. The projections include inflation for personnel costs, operating costs, construction costs, and housing growth in Beaufort County. Furthermore, the operating reserve has been set to the industry standard of 90-days, or 25 percent, of the department’s personnel and operating costs. Lastly, there is an annually need of \$2 million for capital costs.

Figure 2. Solid Waste Cost Component Projections

Cost Components	2021	2022	2023	2024	2025
Personnel Costs	\$1,955,000	\$2,041,000	\$2,131,000	\$2,223,000	\$2,319,000
Operating Costs	\$8,352,000	\$8,719,000	\$9,103,000	\$9,494,000	\$9,902,000
Operating Reserve (90-Day Reserve, 25%)	\$2,541,000	\$2,653,000	\$2,770,000	\$2,889,000	\$3,013,000
<i>Operating Subtotal</i>	<i>\$12,848,000</i>	<i>\$13,413,000</i>	<i>\$14,004,000</i>	<i>\$14,606,000</i>	<i>\$15,234,000</i>
Capital Facility Project Needs	\$2,000,000	\$2,080,000	\$2,163,000	\$2,250,000	\$2,340,000
<i>Capital Subtotal</i>	<i>\$2,000,000</i>	<i>\$2,080,000</i>	<i>\$2,163,000</i>	<i>\$2,250,000</i>	<i>\$2,340,000</i>
Grand Total	\$14,848,000	\$15,493,000	\$16,167,000	\$16,856,000	\$17,574,000

Solid Waste Enterprise Fee

Overall, there is an average annual budget of \$16,188,000 and an estimated 95,771 housing units in Beaufort County. As a result, the full cost recovery fee is \$169 per year, or \$14.09 per month.

Figure 3. Solid Waste Enterprise Fee per Month

Beaufort County Solid Waste Enterprise Fee	
5-Year Average Annual Budget	\$16,188,000
5-Year Average Countywide Housing Stock	95,771
Cost per Housing Unit/Month	\$14.09

Note: The annual cost per housing unit is \$169

BEAUFORT COUNTY ENTERPRISE FEE ANALYSIS

The general fee calculation is illustrated below. In summary, the average total annual budget over the next five years is divided by the average housing total. This chapter begins by describing the cost components to the annual budget.

Figure 4. General Calculation of Beaufort County Enterprise Fees



Cost Component Analysis

The following section details the six cost components:

1. Direct personnel costs
2. Operating costs
3. Indirect overhead costs
4. Operating reserves
5. Capital needs
6. Growth and inflation

Direct Personnel Costs

Listed in Figure 5, there is currently \$1,507,000 of personnel costs for solid waste services. It is estimated that if the department were to enter into an enterprise fund there would be an additional \$448,000 in direct personnel costs. As a result, for FY2021, the direct personnel costs total \$1,955,000.

Figure 5. Direct Personnel Costs

Solid Waste Personnel Costs	FY2021
Current Direct Personnel Costs	\$1,507,000
Additional Direct Personnel Needed	\$448,000
Solid Waste Personnel Costs	\$1,955,000

Operating and Indirect Overhead Costs

Listed in Figure 6, the current operating cost in the Solid Waste Department is \$7,793,000. Furthermore, there is an estimated \$559,000 costs in indirect overhead cost. These overhead costs represent solid waste operational tasks that are performed by other Beaufort County departments (such as County Attorney, Finance, Records) which will need to be paid for by the enterprise fund. These costs total \$8,352,000 in FY2021.

Figure 6. Operating and Indirect Overhead Costs

Solid Waste Operating Costs	FY2021
Current Operating Costs	\$7,793,000
Indirect Overhead Costs	\$559,000
Solid Waste Operating Costs	\$8,352,000

Operating Reserve

Shown in Figure 7, a 90-day operating reserve is recommended for the Solid Waste Enterprise Fund. A reserve for three months is industry standard. For comparison, Beaufort County’s General Fund Balance Policy is a 30 percent of operating reserve in the General Fund. The recommended 90-day reserve is 25 percent of the operating budget, which results in \$2,541,000 in the FY2021 budget.

Figure 7. Operating Reserve

Beaufort County Solid Waste Enterprise Fund	Percent of Annual Budget	FY2021 Budget
90-Day Operation Reserve	25%	\$2,541,000

Capital Needs

According to the Solid Waste staff, there is an annually need for \$2,000,000 in capital improvements. This will be adjusted annually for the growing construction costs.

Annual Costs with Growth and Inflation Projections

The cost components are summed in Figure 8 for a total of \$14,848,000. To ensure the fee does not need to be updated for the next five years, housing growth and inflation is included in the projections below. Based on industry leader, Engineering News-Record, construction labor costs have increased by an average of 2.5 percent over the last five years. Based on Solid Waste staff estimates, there will be an increase of 4 percent annually for construction costs. Lastly, Beaufort County housing stock is projected to increase by nearly 2 percent annually.

Personnel and operating costs are projected based on labor cost increase and the increase in housing, which represents an increase in solid waste customer base. The capital needs are projected based on the estimated increase in construction costs. As a result, by 2025 the annual budget is projected to be \$17,574,000.

Figure 8. Annual Costs with Growth and Inflation Projections

Cost Components	2021	2022	2023	2024	2025
Personnel Costs	\$1,955,000	\$2,041,000	\$2,131,000	\$2,223,000	\$2,319,000
Operating Costs	\$8,352,000	\$8,719,000	\$9,103,000	\$9,494,000	\$9,902,000
Operating Reserve (90-Day Reserve, 25%)	\$2,541,000	\$2,653,000	\$2,770,000	\$2,889,000	\$3,013,000
<i>Operating Subtotal</i>	<i>\$12,848,000</i>	<i>\$13,413,000</i>	<i>\$14,004,000</i>	<i>\$14,606,000</i>	<i>\$15,234,000</i>
Capital Facility Project Needs	\$2,000,000	\$2,080,000	\$2,163,000	\$2,250,000	\$2,340,000
<i>Capital Subtotal</i>	<i>\$2,000,000</i>	<i>\$2,080,000</i>	<i>\$2,163,000</i>	<i>\$2,250,000</i>	<i>\$2,340,000</i>
Grand Total	\$14,848,000	\$15,493,000	\$16,167,000	\$16,856,000	\$17,574,000

	<i>Inflation</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
Personnel Costs (ENR Common Labor Index, 5-Year Average)		2.5%	2.5%	2.5%	2.5%
Operating Costs (ENR Common Labor Index, 5-Year Average)		2.5%	2.5%	2.5%	2.5%
Capital Facility Project Needs (Based on Solid Waste staff estimates)		4.0%	4.0%	4.0%	4.0%
Housing Growth (Beaufort County TAZ database)		1.9%	1.9%	1.8%	1.8%

Beaufort County Solid Waste Enterprise Fund Fee

To find the necessary fee to offset all projected costs, the average annual budget is divided by the average housing total. Over the next five years, the budget averages \$16,188,000 and the housing stock totals 95,771. As a result, the fee per year is \$169, or \$14.09 per month (\$16,188,000 annual budget / 95,771 households = \$169 per year).

Figure 9. Beaufort County Solid Waste Enterprise Fund Fee

Beaufort County Solid Waste Enterprise Fee	
5-Year Average Annual Budget	\$16,188,000
5-Year Average Countywide Housing Stock	95,771
Cost per Housing Unit/Month	\$14.09

Note: The annual cost per housing unit is \$169

REVENUE ESTIMATES AND COST RECOVERY

Over the next five years, there is a total cost of \$80,938,000 for solid waste services and capital projects. The revenues from the enterprise fee to offset those costs are projected by applying the proposed fee to the housing stock in the County over the next five years. There is a projected revenue of \$80,964,000. Thus, the fee is able to mitigate all estimated costs (the slight difference in projected revenue and cost is from rounding in calculations).

Figure 10. Projected Revenue from Proposed Fee

5-Year Total Costs		\$80,938,000
Year	Households	Revenue \$169
2021	92,266	\$15,600,000
2022	94,018	\$15,897,000
2023	95,771	\$16,193,000
2024	97,523	\$16,489,000
2025	99,275	\$16,785,000
Total Revenue		\$80,964,000
Total Cost		\$80,938,000
Difference		\$26,000

Ordinance 2021/____

AN ORDINANCE TO ESTABLISH THE INITIAL RESIDENTIAL SOLID WASTE FEE AS A UNIFORM SERVICE CHARGE FOR THE SOLID WASTE AND RECYCLING ENTERPRISE SYSTEM FOR BEAUFORT COUNTY TO FUND THE PLANNING, DESIGNING, CONSTRUCTING, AND MAINTAINING SOLID WASTE AND RECYCLING MANAGEMENT PROGRAMS, PROJECTS, AND FACILITIES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County, South Carolina (the "County") has been granted authority by the South Carolina General Assembly, in accordance with the constitution and laws of the State of South Carolina (the "State"), "to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them." S.C. Code Ann. § 4-9-25; and

WHEREAS, in addition to the general powers described above, S.C. Code Ann. § 44-55-1210 provides that the County has express authority to determine "by ordinance or resolution ... that the county shall engage in the collection and disposal of solid waste" and to levy service charges "against persons for whom collection services are provided whether such services are performed by the county, a municipality or a private agency"; and

WHEREAS, the solid waste services of the County are currently funded as part of the general fund of the County from ad valorem property taxes; and

WHEREAS, the County has determined that in order to most effectively meet its responsibilities under State law and to ensure adequate and equitable funding for its solid waste and recycling services, that the County formed a solid waste and recycling enterprise system, and by this ordinance will impose solid waste and recycling user fees, and establish a special solid waste and recycling enterprise fund to provide for the operations and capital needs of the solid waste enterprise system; and

WHEREAS, the user fees will be imposed solely on residential units as the operations of the solid waste and recycling enterprise system benefit the residents thereof through the collection and disposal of solid waste and recycling and will not be imposed on commercial or industrial properties as such operations do not directly benefit commercial or industrial users through the provision of service thereto; and

WHEREAS, the County finds that the uniform service charges contemplated hereby comply with *Brown v. Horry County*, 308 S.C. 180 (1992), as the fee will (1) allow for the improvement and maintenance of the County's solid waste and recycling programs which will directly benefit the payor through the availability of such programs and the resulting positive externalities associated with improved sanitation, (2) the proceeds of the fee shall be restricted to

the solid waste and recycling programs, (3) the fee will be set annually in an amount or amounts that will not exceed the cost of operation and maintenance, capital improvements, and debt service associated with the solid waste and recycling enterprise system, and (4) the fee will be uniformly imposed on the class of payors; and

WHEREAS, pursuant to Section 6-1-330 of the Code of Laws of South Carolina 1976, as amended, in order to impose solid waste user fees, the Beaufort County Council, as the governing body of the County (the "County Council"), must hold a public hearing on the imposition of the fee, make a recitation (by the terms of this Ordinance) that the services to be paid by the fee were previously paid with property taxes and must approve this ordinance by positive majority vote of the County Council; and, to the extent that the revenue generated from the solid waste fees are anticipated to comprise more than five percent of the County's budget for the immediately prior fiscal year, all such fee revenues shall be deposited to a separate fund from the County's general fund; and

WHEREAS, the segregation of revenues into a solid waste and recycling enterprise fund shall facilitate future investments in the system should the County avail itself of the authority granted in the Revenue Bond Act for Utilities, as codified at S.C. Code Ann. §§ 6-21-10 et seq.; and

WHEREAS, based on the recommendation of the Solid Waste and Recycling Board, established under Ordinance 2007/37, the County Council enacted ordinance 2020/19 (the "Ordinance") to impose solid waste fees, and establish the solid waste and recycling enterprise fund, *inter alia*, as provided therein; and

WHEREAS, the Ordinance contemplated that a residential solid waste fee in the form of a uniform service charge (the "User Fee") would be initially imposed by ordinance (section 62-6) and thereafter adjusted either in the annual budget ordinance or in a standalone ordinance; and

WHEREAS, the County commissioned a user fee study, conducted by the firm TischlerBise to recommend the initial residential solid waste User Fee; and

WHEREAS, TischlerBise delivered a report dated January 19, 2021 (the "Report"), incorporated herein by reference, which recommended a User Fee as set forth below;

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, in meeting duly assembled, as follows:

Section 1. Recitals incorporated by reference. The recitals stated above are incorporated by reference as if fully restated herein.

Section 2 Solid Waste User Fee levied.

There shall be an annual fee of One Hundred Sixty Nine Dollars (\$169.00) per dwelling unit assessed upon properties in the county, both in the incorporated and unincorporated areas. "Dwelling Unit" shall be as defined in Section 62-3 of the Beaufort County Code, and as determined by the County Assessor pursuant to applicable laws, rules and regulations. County council authorizes the County Administrator to establish a policy to make minor adjustments in consideration of the applicability of "Dwelling Unit" in the case of duplex, triplex or similar small multi-unit complexes.

Section 3. - Solid waste User Fee billing, delinquencies and collections.

(a) Method of billing. The residential solid waste User Fee shall be levied as a uniform assessment by the county auditor and placed upon the annual real estate tax notice and collected by the county treasurer, pursuant to state law. The notice shall notify the customer of the amount of the bill, the date the fee is due (January 15), and the date when past due (March 17 - see Title 12, Section 45-180 of the South Carolina State Code). Failure to receive a bill is not justification for non-payment. Regardless of the party to whom the bill is initially directed, the owner of each Dwelling Unit shall be ultimately obligated to pay such fees and any associated fines or penalties, including, but not limited to, interest on delinquent service fees. If a customer is under-billed or if no bill is sent for a particular property, Beaufort County may retroactively bill for a period of up to one-year, but shall not assess penalties for any delinquency during that previous unbilled period.

(b) Declaration of delinquency. A solid waste User Fee shall be declared delinquent if not paid within 60 days of the date of billing or upon the date (March 17) of delinquency of the annual property tax billing if the solid waste User Fee is placed upon the annual property tax billing or enclosed with or attached to the annual property tax billing. Delinquent assessments shall be collected and executed in accordance with the penalties and procedures set forth at Section 12-45-180 of the Code of Laws of South Carolina 1976, as amended

Section 4. Effective Date.

This ordinance shall take effect upon approval following third reading. The initial residential solid waste User Fee shall be included upon the tax bills to be issued in the fall of 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: Joe Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Chronology:

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Intergovernmental Agreement - City of Beaufort and Town of Port Royal

Council Committee:

Executive Committee

Meeting Date:

April 5, 2021

Committee Presenter (Name and Title):

John O'Toole, Executive Director

Issues for Consideration:

Intergovernmental agreement between Beaufort County and both the City of Beaufort and the Town of Port Royal. This IGA will amend prior ordinances regarding multi county industrial parks for Project Burger, Garden, Glass, and Stone.

Points to Consider:

- Third reading of a new multi county industrial park with Jasper County was approved by the County on December 14th
- The approved MCIP includes Burger, Garden, Glass, and Stone
- Burger and Stone are in the Town of Port Royal
- Garden and Glass are in the City of Beaufort
- The IGAs will allow the municipalities to provide their consent to each project being included in the MCIP
- The MCIPs allow each project to receive 'job tax credits'

Funding & Liability Factors:

Beaufort County ED Staff and counsel have worked with counsel for the City of Beaufort and Town of Port Royal to create intergovernmental agreements outlining revenue allocations from these projects. The Town and City each have an ongoing dispute with the Burton Fire District, and the Town of Port Royal previously created the Seaport Tax Increment Financing District, all of which mandated that certain provisions be included to protect the municipalities with respect to the Seaport TIF and Burton Dispute. None of the provisions of this agreements have any material impact on the property tax revenues the counties should expect to receive from these projects.

Council Options:

Recommend to full County Council for first reading

Recommendation:

Approve and recommend to full County Council for first reading

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CASH DEFEASANCE AND REDEMPTION OF THE OUTSTANDING BALANCE OF THE ORIGINAL PRINCIPAL AMOUNT \$6,000,000 GENERAL OBLIGATION BOND, SERIES 2012E ISSUED ON OCTOBER 11, 2012, BY BEAUFORT COUNTY, SOUTH CAROLINA.

WHEREAS, pursuant to Ordinance No. 2012/3 duly enacted on February 27, 2012, by the County Council (the "County Council") of Beaufort County, South Carolina (the "County"), the County issued its \$6,000,000 General Obligation Bond, Series 2012E dated October 11, 2012 (the "Bond"). The Bond is currently outstanding in the principal amount of approximately \$5,400,000; and

WHEREAS, the Bond provides that:

The County reserves the right to redeem this Bond at its option in whole at any time or in part at any time and from time to time, provided, however, that any such payment of principal upon redemption shall be accompanied by the interest accrued on the Bond to the date fixed for redemption. There shall be no premium paid by the County upon any redemption of this Bond.

WHEREAS, the County's senior staff has informed the County Council that it is fiscally advantageous to defease and redeem the Bond and by doing so, the County could realize a significant savings in interest costs over the life of the Bond.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF THE COUNTY, AS FOLLOWS:

1. The County Council hereby approves the cash defeasance and redemption of the Bond from legally-available funds of the County.

2. The County Council hereby authorizes the County Administrator to take all actions to accomplish the cash defeasance and redemption.

Enacted this _____ day of _____, 2021.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk to County Council

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

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “*Agreement*”) is entered into this [__] day of [__], 2021 (the “*Effective Date*”), by and between the City of Beaufort, South Carolina (the “*City*”), a municipality and political subdivision of the State of South Carolina (the “*State*”), and Beaufort County, South Carolina (the “*County*”), a county and political subdivision of the State, each a “*Party*” and together the “*Parties*.”

RECITALS

WHEREAS, the County and Jasper County, South Carolina (“*Jasper*” and together with the County, the “*Counties*”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “*MCIP Law*”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as GlassWRXSC, LLC (f/k/a Project Glass) (the “*Company*”) has proposed establishing or expanding certain manufacturing facilities on property located within the County and the City (the “*Project*”), and has requested that the County place the Project within a multi-county industrial or business park (the “*Park*”) under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a “Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)” (the “*Master Agreement*”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax (“*FILOT*”) revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the “*Jasper Allocation*”). The FILOT revenue less the Jasper Allocation is defined for the purposes herein as the “*Net FILOT Revenue*”.

WHEREAS, the County and the Company have entered into, or intend to enter, into a Fee Agreement (the “*Fee Agreement*”) pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “*Fee Act*”), which provides for the payment a negotiated fee-in-lieu-of-tax (“*FILOT*”) with respect to certain property of the Company.

WHEREAS, the properties related to the Project (“*Project Property*”) within the Park encompass a portion of the City, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the City prior to the creation of the Park.

WHEREAS, the Project Property has been recently annexed into the City and the FILOT revenues derived therefrom may be the subject of an ongoing dispute between the City and the Burton Fire District (“*Burton*”).

WHEREAS, the City and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the City’s commitment and consent to the creation of the Park; and (iii) provide the methodology for distribution of the Net FILOT Revenue.

WHEREAS, the City and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. Binding Agreement; Representations.

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Location of the Park; Consent; Limitations.

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the City, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the City consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.¹

(D) During the pendency of this Agreement, no amendments or modifications to the Fee Agreement or the Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the City.

3. Distribution of Net FILOT Revenue.

(A) The City's share of the Net FILOT Revenues (the "**City's FILOT Portion**") shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

(B) In the event that Burton is determined to be legally entitled to some allocation of the City's FILOT Portion, through (i) a determination of a court of competent jurisdiction, (ii) through an agreement between the City and Burton, or (iii) upon written request of the City, then the Parties agree, and as permitted by the MCIP Law, that the County shall allocate to Burton the sum of \$1.00 per year from the City's FILOT Portion.

¹ Contemporaneously with the execution of this Agreement, the City has additionally authorized a separate agreement related to Project Garden, which is also located within the Park.

4. **Termination.** The City and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

5. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of City and County procedures.

6. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

7. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

CITY OF BEAUFORT, SOUTH CAROLINA

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

[Signature Page of the County on Following Page]

[Signature Page of City]

**BEAUFORT COUNTY,
SOUTH CAROLINA**

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT ALEGAL DESCRIPTION - PROJECT GLASS/GlassWRXSC, LLC

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING ON PORT ROYAL ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA, CONSISTING OF 35.68 ACRES, BEING A PART OF LOTS 6, 7, 10, 11, 22 AND 23 IN SECTION 28, TOWNSHIP ONE (1) NORTH, RANGE TWO (2) WEST AND A PART OF LOTS 58 AND 59, IN SECTION 21, TOWNSHIP ONE (1), RANGE TWO (2) WEST, ACCORDING TO THE SURVEY OF UNITED STATES DIRECT TAX COMMISSIONERS FOR THE DISTRICT OF SOUTH CAROLINA, AND HAVING SUCH METES, COURSES, DISTANCES AND BOUNDS AS MORE FULLY SHOWN BY REFERENCES TO A PLAT PREPARED FOR PNEUMO CORPORATION BY R.D. TROGDON, JR., R.L.S., DATED FEBRUARY 9, 1976, AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR BEAUFORT COUNTY IN PLAT BOOK 24, AT PAGE 102.

Being the same property conveyed to Parker-Hannifin Corporation by deed from Pneumo Abex Corporation dated April 10, 1996 and recorded April 15, 1996 in Book 850, Page 975 in the Register of Deeds Office for Beaufort County, South Carolina.

PIN # 100 25 170

Tax Map Number/Parcel ID: *R120 025 000 0170 0000*

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “*Agreement*”) is entered into this [] day of [], 2021 (the “*Effective Date*”), by and between the City of Beaufort, South Carolina (the “*City*”), a municipality and political subdivision of the State of South Carolina (the “*State*”), and Beaufort County, South Carolina (the “*County*”), a county and political subdivision of the State, each a “*Party*” and together the “*Parties*.”

RECITALS

WHEREAS, the County and Jasper County, South Carolina (“*Jasper*” and together with the County, the “*Counties*”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “*MCIP Law*”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as MRGSC Property, LLC (f/k/a Project Garden) (the “*Company*”) has proposed establishing or expanding certain manufacturing facilities on property located within the County and the City (the “*Project*”), and has requested that the County place the Project within a multi-county industrial or business park (the “*Park*”) under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a “Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)” (the “*Master Agreement*”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax (“*FILOT*”) revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the “*Master Agreement Jasper Allocation*”).

WHEREAS, to the best of the County’s knowledge, the Project Property (as defined herein) is currently included in the Agreement for Development of Joint County Industrial and Business Park between the County and Jasper dated December 31, 1999 (the “*Prior MCIP Agreement*”), but the County is unable to locate the Prior MCIP Agreement.

WHEREAS, the County acknowledges that the Project Property will not be effectively included in the Master Agreement prior to the expiration of the Prior MCIP Agreement with respect to such property, but the County is unable to determine such expiration date definitively.

WHEREAS, in order to eliminate uncertainty with respect to such expiration date, the County has agreed to modify the revenue allocation provisions governing revenues collected and distributed by the County pursuant to the Prior MCIP Agreement to ensure that such allocations are identical to the allocations in the Master Agreement and Section 3 of this Agreement.

WHEREAS, upon information and belief, the Prior MCIP Agreement also provides for a standard 1% allocation of FILOT revenue to Jasper (the “*Prior MCIP Agreement Jasper Allocation*”).

WHEREAS, the County and the Company have entered into, or intend to enter, into a Special Source Revenue Credit Agreement (the “*SSRC Agreement*”) wherein the Company, prior to payment of the Master Agreement Jasper Allocation, will be provided a special source revenue

credit (synthetic FILOT), the terms of which provide that FILOT revenues due and owing by the Company will be computed utilizing a 6% assessment ratio and a fixed millage rate (the “*SSRC Provisions*”). The FILOT revenues that remain after application of the Master Agreement Jasper Allocation or Prior MCIP Agreement Jasper Allocation, as applicable, and the SSRC Provisions is defined for the purposes herein as the “*Net FILOT Revenue.*”

WHEREAS, the properties related to the Project, as is hereinafter more specifically described in Exhibit A hereto (“*Project Property*”), within the Park encompass a portion of the City, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the City prior to the creation of the Park.

WHEREAS, the Project Property has been recently annexed into the City and the FILOT revenues derived therefrom may be the subject of an ongoing dispute between the City and the Burton Fire District (“*Burton*”).

WHEREAS, the City and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the City’s commitment and consent to the creation of the Park; and (iii) provide the methodology for distribution of Net FILOT Revenues to the City.

WHEREAS, the City and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. Binding Agreement; Representations.

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Location of the Park; Consent; Limitations.

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the City, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the City consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.¹

(D) During the pendency of this Agreement, no amendments or modifications to the SSRC Provisions, the Master Agreement Jasper Allocation, or the Prior MCIP Agreement Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the City.

(E) Upon the termination of the Prior MCIP Agreement in accordance with its terms, the Parties agree that the terms of the Master Agreement, as supplemented by the terms of this Agreement, shall control.

3. **Distribution of Net FILOT Revenue.**

(A) The City's share of the Net FILOT Revenues (the "*City's FILOT Portion*") shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

(B) In the event that Burton is determined to be legally entitled to some allocation of the City's FILOT Portion, through (i) a determination of a court of competent jurisdiction, (ii) through an agreement between the City and Burton, or (iii) upon written request of the City, then the Parties agree, and as permitted by the MCIP Law, that the County shall allocate to Burton the sum of \$1.00 per year from the City's FILOT Portion.

4. **Termination.** The City and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

5. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of City and County procedures.

6. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

7. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

¹ Contemporaneously with the execution of this Agreement, the City has additionally authorized a separate agreement related to Project Glass, which is also located within the Park.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

CITY OF BEAUFORT, SOUTH CAROLINA

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

[Signature Page of the County on Following Page]

[Signature Page of City]

**BEAUFORT COUNTY,
SOUTH CAROLINA**

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT A

LEGAL DESCRIPTION - PROJECT GARDEN/MRGSC Property, LLC

That certain parcel of real property located in the County of Beaufort, State of South Carolina, containing 3.00 acres, and shown as Beaufort County tax map parcel R120-024-0000-00445, Lot 15 in the Beaufort Commerce Park.

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “**Agreement**”) is entered into this [] day of [], 2021 (the “**Effective Date**”), by and between the Town of Port Royal, South Carolina (the “**Town**”), a municipality and political subdivision of the State of South Carolina (the “**State**”), and Beaufort County, South Carolina (the “**County**”), a county and political subdivision of the State, each a “**Party**” and together the “**Parties.**”

RECITALS

WHEREAS, the County and Jasper County, South Carolina (“**Jasper**” and together with the County, the “**Counties**”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “**MCIP Law**”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as Triple B Restaurant Holdings (f/k/a Project Burger) (the “**Company**”) has proposed establishing or expanding certain manufacturing facilities on property located within the County and the Town (the “**Project**”), and has requested that the County place the Project within a multi-county industrial or business park (the “**Park**”) under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a “Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)” (the “**Master Agreement**”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax (“**FILOT**”) revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the “**Jasper Allocation**”).

WHEREAS, the County and the Company have entered into, or intend to enter, into a Special Source Revenue Credit Agreement (the “**SSRC Agreement**”) wherein the Company, prior to payment of the Jasper Allocation, will be provided a special source revenue credit (synthetic FILOT), the terms of which provide that FILOT revenues due and owing by the Company will be computed utilizing a 6% assessment ratio and a fixed millage rate (the “**SSRC Provisions**”). The FILOT revenues that remain after application of the Jasper Allocation and the SSRC Provisions is defined for the purposes herein as the “**Net FILOT Revenue**”.

WHEREAS, the properties related to the Project (“**Project Property**”) within the Park encompass a portion of the Town, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the Town prior to the creation of the Park.

WHEREAS, the Town has previously enacted Ordinance No. 2011-23 dated February 8, 2012, the provisions of which established and approved the “Town of Port Royal, South Carolina Seaport Redevelopment Plan” (the “**Seaport TIF**”) - the terms of which constitute a “redevelopment plan” as such term is defined in South Carolina Code Annotated Section 31-6-30(5).

WHEREAS, pursuant to South Carolina Code Annotated Section 4-29-68(F), the FILOT revenues derived within any “Redevelopment Project Area” (as defined in South Carolina Code

Annotated Section 31-6-30(7)) shall be allocated in accordance with the ordinance creating and approving the redevelopment plan as if the FILOT revenues remained ad valorem taxes, and all revenues collected in the redevelopment project area that are not subject to the ordinance creating and approving the redevelopment plan become payments in lieu of taxes.

WHEREAS, the property within the Town subject to the Seaport TIF constitutes a Redevelopment Project Area as described in the foregoing recital.

WHEREAS, respecting the Seaport TIF: (i) the County Assessor is responsible for determining the “Total Initial Assessed Value” and the “Incremental Assessed Value”, as such terms are respectively defined in the Seaport TIF;¹ (ii) ad valorem taxes applicable to the Total Initial Equalized Assessed Value, if any, shall be paid to the respective taxing districts (by the County Treasurer) in the manner required by law in the absence of the Seaport TIF (“*Baseline Taxes*”); and (iii) ad valorem taxes applicable to the Incremental Assessed Value shall be captured as the revenues of the Seaport TIF (“*TIF Revenues*”) and deposited into the Special Tax Allocation Fund (as defined in the Seaport TIF).

WHEREAS, the Project Property is located within the Redevelopment Project Area and the FILOT revenues derived thereunder shall be distributed in conformity with the terms of the Seaport TIF as provided in Section 3 of this Agreement.

WHEREAS, the Town and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the Town’s commitment and consent to the creation of the Park; (iii) ratify and confirm the existence of the Seaport TIF and the distribution of Net FILOT Revenues thereunder; and (iv) provide the methodology for distribution of Net FILOT Revenues to the Town if and when the Seaport TIF is terminated.

WHEREAS, the Town and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. **Binding Agreement; Representations.**

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability,

¹ Upon information and belief, the Total Initial Assessed Value is \$0.00, and therefore the Incremental Assessed Value shall capture all assessed value growth within the Seaport TIF.

to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Location of the Park; Consent; Limitations.

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the Town, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the Town consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the Town without receiving the Town's prior written consent to any such enlargement or diminution.²

(D) During the pendency of this Agreement, no amendments or modifications to the SSRC Provisions or the Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the Town.

3. Distribution of Net FILOT Revenue under Seaport TIF.

(A) The Town agrees that the FILOT revenues derived from the Company within the Park shall be directly reduced by the amount attributable to the SSRC Provisions and the Jasper Allocation. Thereafter, the Net FILOT Revenues shall be distributed as follows:

(i) amounts otherwise attributable as Baseline Taxes, if any, shall be distributed in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park; and

(ii) amounts otherwise attributable as TIF Revenues shall be transferred to the Town for deposit into the Special Tax Allocation Fund, subject, however to the terms of Seaport TIF pertaining to distribution of revenues derived from the Seaport TIF. The County makes no representations and assumes no responsibility as to the portion of the TIF Revenues allocable to Beaufort County School District ("*BCSD*") under the Seaport TIF, and the Town is solely responsible for making any distributions of TIF Revenues to BCSD under the terms of the Seaport TIF.

(B) In the event the Seaport TIF is terminated prior to the termination of this Agreement for any reason, the Net FILOT Revenues shall be subject to distribution under the provisions of Section 4 below.

4. Distribution of Net FILOT Revenue After Seaport TIF. In the event the Seaport TIF terminates prior to the termination of this Agreement, the Town's share of the Net FILOT Revenues that remain after the allocation of the SSRC Provisions and the Jasper Allocation shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

² Contemporaneously with the execution of this Agreement, the Town has additionally authorized a separate agreement related to Project Stone, which is also located within the Park.

5. **Termination.** The Town and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

6. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of Town and County procedures.

7. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

8. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

TOWN OF PORT ROYAL, SOUTH CAROLINA

By: _____
Town Manager

(SEAL)

ATTEST:

By: _____
Town Clerk

[Signature Page of the County on Following Page]

[Signature Page of Town]

**BEAUFORT COUNTY,
SOUTH CAROLINA**

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT ALEGAL DESCRIPTION - PROJECT BURGER/TRIPLE B RESTAURANT HOLDINGS LLC

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the Town of Port Royal, Beaufort County, South Carolina, containing 0.59 acres, more or less, and being more particularly shown as Parcel "F" on that certain plat prepared by David E. Gasque, R.L.S., dated October 14, 2019, and recorded in Plat Book 152 at Page 181 in the Office of the Register of Deeds for Beaufort County, South Carolina (this plat supersedes that plat dated September 20, 2019, and recorded in Plat Book 152 at Page 150 in the Office of the Register of Deeds for Beaufort County, South Carolina). For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat.

This is the same property conveyed to Triple B Restaurant Holdings, LLC by deed from Grey Ghost Property Holdings, LLC, recorded in Book 3806 at Page 1628 in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMP R113-010-000-0375-0000

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “*Agreement*”) is entered into this [] day of [], 2021 (the “*Effective Date*”), by and between the Town of Port Royal, South Carolina (the “*Town*”), a municipality and political subdivision of the State of South Carolina (the “*State*”), and Beaufort County, South Carolina (the “*County*”), a county and political subdivision of the State, each a “*Party*” and together the “*Parties.*”

RECITALS

WHEREAS, the County and Jasper County, South Carolina (“*Jasper*” and together with the County, the “*Counties*”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “*MCIP Law*”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as REHC, LLC (f/k/a Project Stone) (the “*Company*”) has proposed establishing or expanding certain manufacturing facilities on property located within the County and the Town (the “*Project*”), and has requested that the County place the Project within a multi-county industrial or business park (the “*Park*”) under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a “Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)” (the “*Master Agreement*”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax (“*FILOT*”) revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the “*Jasper Allocation*”).

WHEREAS, the County and the Company have entered into, or intend to enter, into a Special Source Revenue Credit Agreement (the “*SSRC Agreement*”) wherein the Company, prior to payment of the Jasper Allocation, will be provided a special source revenue credit (synthetic FILOT), the terms of which provide that FILOT revenues due and owing by the Company will be computed utilizing a 6% assessment ratio and a fixed millage rate (the “*SSRC Provisions*”). The FILOT revenues that remain after application of the Jasper Allocation and the SSRC Provisions is defined for the purposes herein as the “*Net FILOT Revenue*”.

WHEREAS, the properties related to the Project (“*Project Property*”) within the Park encompass a portion of the Town, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the Town prior to the creation of the Park.

WHEREAS, the Project Property has been recently annexed into the Town and the FILOT revenues derived therefrom may be the subject of an ongoing dispute between the Town and the Burton Fire District (“*Burton*”).

WHEREAS, the Town and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the Town’s commitment and consent to the creation of the Park; and (iii) provide the methodology for distribution of Net FILOT Revenues to the Town.

WHEREAS, the Town and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. Binding Agreement; Representations.

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Location of the Park; Consent; Limitations.

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the Town, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the Town consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the Town without receiving the Town's prior written consent to any such enlargement or diminution.¹

(D) During the pendency of this Agreement, no amendments or modifications to the SSRC Provisions or the Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the Town.

3. Distribution of Net FILOT Revenue.

(A) The Town's share of the Net FILOT Revenues (the "**Town's FILOT Portion**") shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

(B) In the event that Burton is determined to be legally entitled to some allocation of the Town's FILOT Portion, through (i) a determination of a court of competent jurisdiction, (ii) through an agreement between the Town and Burton, or (iii) upon written request of the Town,

¹ Contemporaneously with the execution of this Agreement, the Town has additionally authorized a separate agreement related to Project Burger, which is also located within the Park.

then the Parties agree, and as permitted by the MCIP Law, that the County shall allocate to Burton the sum of \$1.00 per year from the Town's FILOT Portion.

4. **Termination.** The Town and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

5. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of Town and County procedures.

6. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

7. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

TOWN OF PORT ROYAL, SOUTH CAROLINA

By: _____
Town Manager

(SEAL)

ATTEST:

By: _____
Town Clerk

[Signature Page of the County on Following Page]

[Signature Page of Town]

**BEAUFORT COUNTY,
SOUTH CAROLINA**

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT ALEGAL DESCRIPTION - PROJECT STONE/REHC, LLC

All that certain piece, parcel or tract of land, situate, lying and being in Beaufort County, South Carolina, containing 3.70 acres as shown on that certain plat prepared by David E. Gasque, RLS, dated May 2, 2001, entitled "Boundary Survey & Lot Line Revision, Portion of Tax Parcel 100-031-017C and Parcel 100-031-0167 prepared for Henry J. Lee Distributors, Inc., and recorded in Plat Book 80 at Page 2 in the office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, bounds, courses and distances reference may be had to aforementioned plat of record.

-ALSO-

All that certain piece, parcel or tract of land situate, lying and being on Port Royal Island, Beaufort County, State of South Carolina containing 4.01 acres as shown on that certain plat prepared by David E. Gasque, R.L.S., dated October 6, 1988 and entitled "Plat showing 4.01 acres, located on S.C. Highway 170, survey at the Request of Harold E. Trask" a copy of which is recorded in the Office of the RMC for Beaufort County, S.C. in Plat Book 35 at page 361. For a more detailed description as to metes and bounds, courses and distances reference is craved to the above referred to plat of record.

BEING the same property conveyed to DJL Land Company, LLC (predecessor by name change to LONE OAK – SOUTH CAROLINA, L.L.C.) by deed of Dennis J. Lee dated March 1, 2004 and recorded March 16, 2004 in Record Book 1923, Page 882, Register of Deeds for Beaufort County, S.C.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Zoning Map Amendment/Rezoning Request for 1.96 acres (R600 036 000 015E 0000) at the Intersection of May River Rd and Benton Ln from T3 Edge to T2 Rural Center</i>
MEETING NAME AND DATE:
<i>Natural Resources Committee Meeting, March 1, 2021</i>
PRESENTER INFORMATION:
<i>Noah Krepps, Long Range Planner, Beaufort County Planning and Zoning (10 minutes need for item discussion)</i>
ITEM BACKGROUND:
<i>This rezoning application went before the Beaufort County Planning Commission at their February 1, 2021 meeting. At that time the Commission voted (5 for and 3 against) to recommend denial of the proposed amendment to County Council.</i>
PROJECT / ITEM NARRATIVE:
<i>The applicant seeks to change the zoning of a 1.96-acre lot at the western corner of Benton Ln and May River Rd from T3 Edge to T2 Rural Center (see attached map). The parcel was zoned Neighborhood Commercial District under the 1990 Development Standards Ordinance and was rezoned to Community Preservation in 1999, allowing the commercial development rights to carry over. In 2001 and 2003, the owner received a development permit to construct a convenience store on the site. The store was never built and the permit expired. In 2011, the County held a charrette for the Pritchardville community during the development of the Community Development Code. At that time, the community decided to limit commercial development to a smaller area around the intersection of Gibbet Rd and May River Rd. In 2014, the Community Development Code was adopted, and 122 May River Rd was zoned T3 Edge because it was outside of the small commercial district identified in the charrette.</i>
FISCAL IMPACT:
<i>Not applicable</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>The proposed zoning change from T3 Edge to T2 Rural Center constitutes a “spot zoning” and cannot be supported by Planning staff. Staff also has concerns about potential impacts on the surrounding residential areas. However, staff acknowledges that the owner historically applied for development permits for a convenience store in both 2001 and 2003. The store was never built, but good faith was shown through the owner’s intent to develop at that time.</i>
OPTIONS FOR COUNCIL MOTION:
<i>To approve or deny the zoning amendment for 122 May River Road from T3 Edge to T2 Rural Center.</i>



MEMORANDUM

TO: Joseph Passiment, Chairman, Beaufort County Council

FROM: Noah Krepps, Beaufort County Planning and Zoning Department

DATE: March 17, 2021

SUBJECT: Clarification of T2RC Zoning District and Spot Zoning regarding Zoning Map Amendment/Rezoning Request for 1.96 acres (R600 036 000 015E 0000) at the Intersection of May River Rd and Benton Ln from T3 Edge to T2 Rural Center

The purpose of this memo is to provide clarity on the proposed T2RC zoning at 122 May River Rd and the concept of “spot zoning.”

T2 RURAL CENTER. The T2 Rural Center (T2RC) district allows a diverse mix of land uses including residential, retail, service, and limited light industrial. It is a lower intensity walkable area in the immediate vicinity of a rural crossroads or other important rural intersection where service and limited commercial uses can cluster in more closely spaced buildings of residential character. Examples elsewhere in the County include Lowcountry Produce and the Lobeco Library along the US-21 corridor through Lobeco, and Ulmer Rd between Burnt Church Rd and Bluffton Recreation Center in Bluffton.

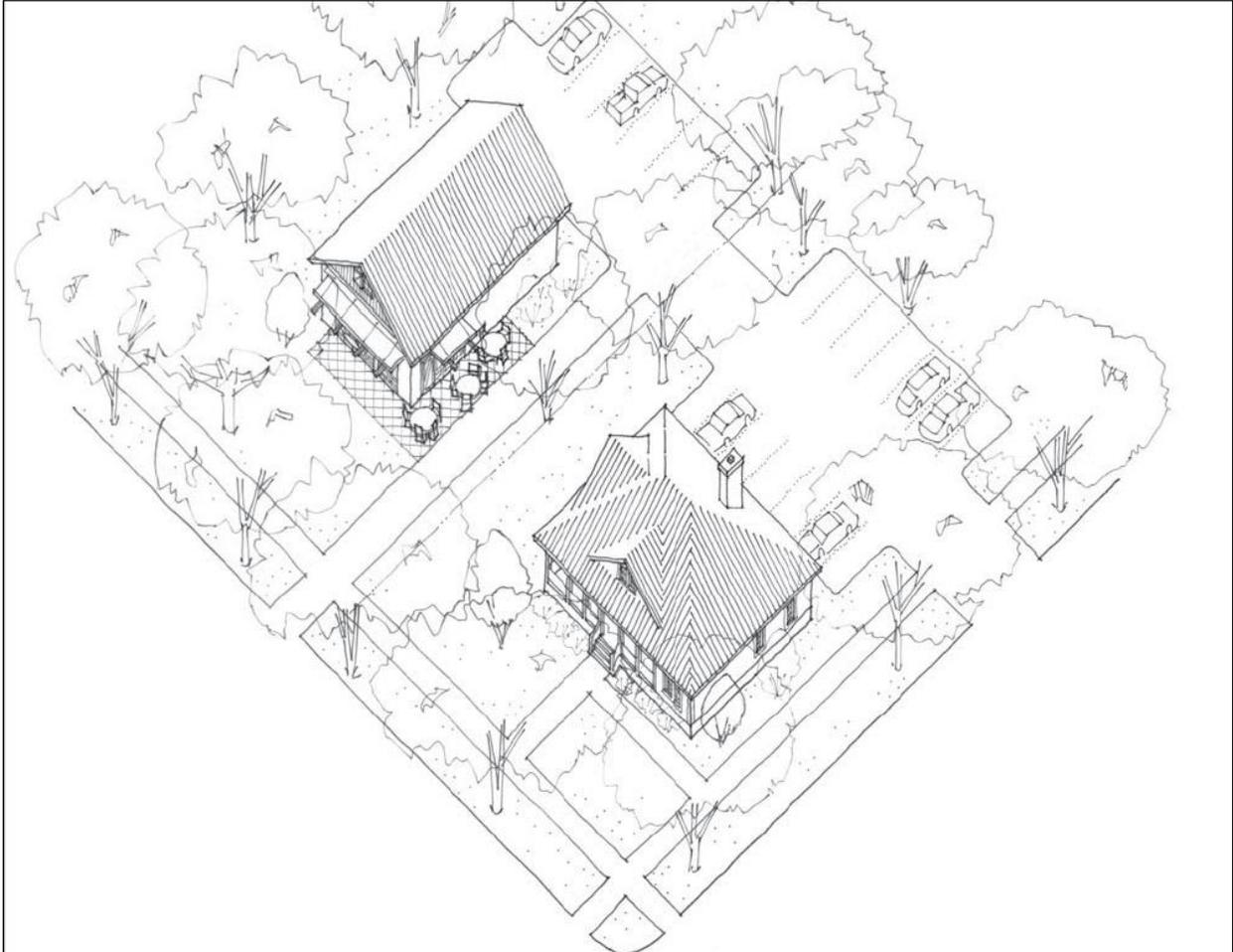
The nearest instance of T2RC in relation to the proposed amendment is approximately .25 miles to the east at the May River Rd-Gibbet Rd intersection. Two of the six lots between the proposed amendment and the existing T2RC district have established service uses.

Staff believes the T2RC district to be the most appropriate zoning for commercial development at the proposed amendment location.

SPOT ZONING. The S.C. Supreme Court defined spot zoning as “the process of singling out a small land parcel for a use classification totally different from that of the surround area to benefit the property owners and to the detriment of other owners.” This does not mean that commercial property adjoining residential property is inherently spot zoned. The governing body may rezone small areas not adjoining a like zoning district as long as the rezoning is not arbitrary or unreasonable.

The history of commercial zoning at 122 May River Rd may constitute a non-arbitrary rezoning, despite the differing zoning of the surrounding area.

3.2.60 T2 Rural Center (T2RC) Standards



General Note: The illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

The Rural Center (T2RC) Zone applies to areas that are in the immediate vicinity of a Rural Crossroads or other important rural intersections, where service and limited commercial uses can cluster in more closely spaced buildings of residential character.

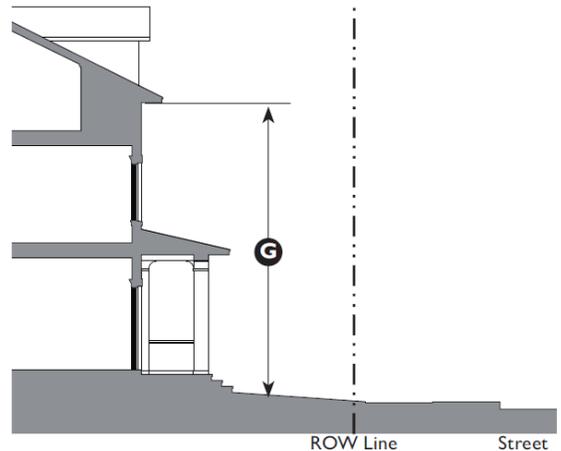
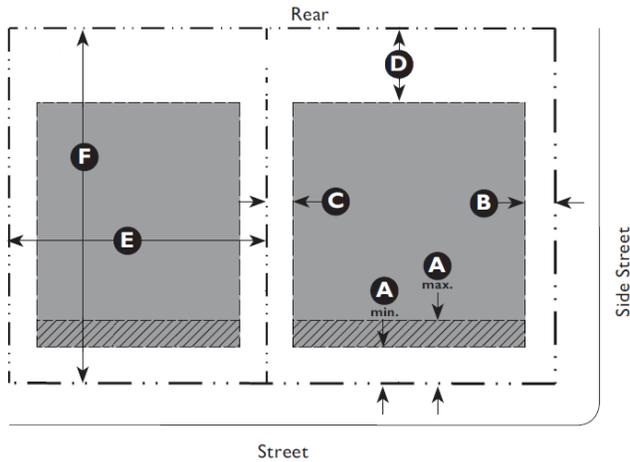
T2 Rural Center Zone implements the Comprehensive Plan goals of preserving the rural character of portions of Beaufort County.

B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Estate House	5.1.50
Village House	5.1.60
Industrial/Agricultural	5.1.140

Miscellaneous

Existing manufactured homes that are being replaced with another manufactured home that does not exceed the size and/or setbacks of the existing unit are exempt from Building Type (Division 5.1) and Private Frontage (Division 5.2) Standards.



Key

- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

C. Building Placement

Setback (Distance from ROW/Property Line)		
Front	10' min. 30' max.	A
Side Street	10' min.	B
Side:		
Side, Main Building	15' min.	C
Side, Ancillary Building	10' min.	
Rear	25' min.	D

Lot Size (21,780 SF Minimum)

Width	50' min.	E
Depth	100' min.	F

Miscellaneous

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the façade of the front-most immediately adjacent property.

D. Building Form

Building Height		
Main Building	2 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level: ¹		
Residential	18" min.	
Commercial	6" min.	

Footprint

Maximum Lot Coverage ²	25% of lot area
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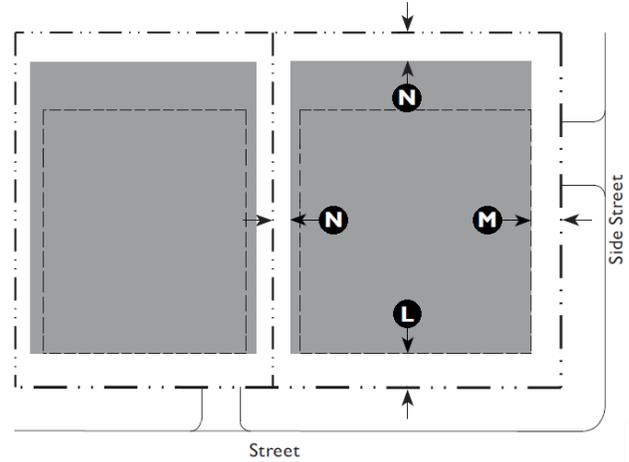
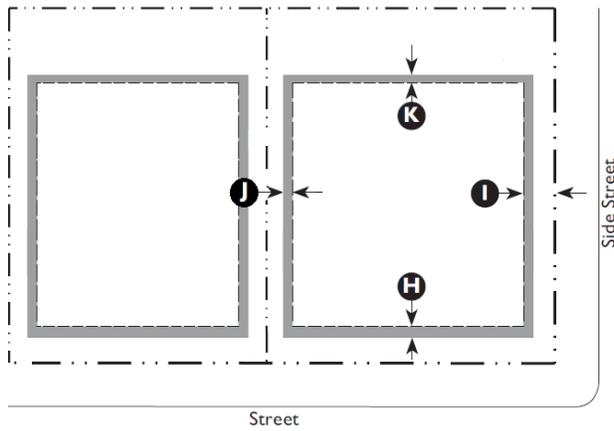
Miscellaneous

Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

Notes

¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

²Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

E. Encroachments and Frontage Types		
Encroachments		
Front	5' max.	H
Side Street	5' max.	I
Side	5' max.	J
Rear	5' max.	K
Encroachments are not allowed within a Street ROW/Alley ROW, Buffers, or across a property line. See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.		
Allowed Frontage Types		
Common Yard	Porch: Engaged	
Porch: Projecting	Shop front	

F. Parking	
Required Spaces: Residential Uses	
Single family detached	3 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom
Service or Retail Uses:	
Retail, offices, services	1 per 300 GSF
Restaurant, Café, Coffee Shop	1 per 150 GSF
Drive-through facility	Add 5 stacking spaces per drive-through
Lodging: Bed and breakfast	2 spaces plus 1 per guest room
Lodging: Inn	1 per room
For parking requirements for all other uses see Table uses see Table 5.5.40.B (Parking Space Requirements).	
Location (Setback from Property Line)	
Front	10' min. L
Side Street	15' min. M
Rear and interior side yard parking setbacks are governed by the applicable perimeter buffer (see Tables 5.8.90.D and 5.8.90.F) and any other required buffers. N	

G. T2RC Allowed Uses

Land Use Type ¹	Specific Use Regulations	T2R C	Land Use Type ¹	Specific Use Regulations	T2R C
Agricultural			Recreation, Education, Safety, Public Assembly		
Agriculture & Crop Harvesting		P	Community Oriented Cultural Facility (less than 15,000 SF)		P
Aquaponics	4.1.340	S	Community Oriented Cultural Facility (greater than 15,000 SF)	7.2.130	S
Agricultural Support Services		P	Community Public Safety Facility		P
Animal Production	4.1.30	C	Institutional Care Facility	7.2.130	S
Seasonal Farmworker Housing	4.1.90	C	Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Forestry		P	Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	C
Commercial Stables	4.1.50	C	Park, Playground, Outdoor Recreation Areas		P
Residential			Recreation Facility: Community-Based		
Dwelling: Single Family Detached Unit		P	Recreation Facility: Primitive Campground	4.1.190	P
Dwelling: Accessory Unit	4.2.30	C	Recreation Facility: Semi-Developed Campground	4.1.190	P
Dwelling: Family Compound	2.7.40	C	Recreation Facility: Developed Campground	4.1.190	P
Dwelling: Group Home		P	Ecotourism	4.1.330	C
Community Residence (dorms, Convents, assisted living, temporary shelters)		P	School: Public or Private	7.2.130	S
Home Office	4.2.90	C	School: Specialized Training/Studio	7.2.130	S
Home Business	4.2.80	C	School: College or University	7.2.130	S
Cottage Industry	4.2.40	C	Infrastructure, Transportation, Communications		
Retail & Restaurants			Infrastructure and Utilities: Regional (Major) Utility		
General Retail 25,000 SF or less		P	Parking Facility, Public or Commercial		P
Bar, Tavern, Nightclub		P	Transportation, Terminal	7.2.130	S
Gas Station/Fuel Sales	4.1.100	C	Waste Management: Community	4.1.290	C
Open Air Retail		P	Waste Collection & Recycling		
Restaurant, Café, Coffee Shop		P	Wireless Communications Facility	4.1.320	S
Vehicle Sales and Rental: Light	4.1.260	C	Industrial		
Offices & Services			Manufacturing, Processing, and Packaging - Light (less than 15,000 SF)		
General Offices & Services <10,000 SF		P	Outdoor Maintenance / Storage Yard	4.1.180	C
General Offices & Services: with Drive-Through Facilities	4.1.70	C	Warehousing	4.1.280	C
Animal Services: Clinic/Hospital		P	Wholesaling and Distribution	4.1.280	C
Animal Services: Kennel	4.1.40	C			
Day Care: Family Home (up to 8 Clients)		P			
Day Care: Commercial Center (9 or more clients)	4.1.60	C			
Lodging: Bed & Breakfast (5 rooms or less)		P			
Lodging: Inn (up to 24 rooms)		P			
Medical Service: Clinics/Offices		P			
Vehicle Services: Minor Maintenance And Repair	4.1.270	C			
Vehicle Services: Major Maintenance And Repair	4.1.270	C			

Key

P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
---	Use Not Allowed

End Notes

ORDINANCE 2021 / __

ZONING MAP AMENDMENT/REZONING REQUEST FOR 1.96 ACRES (R600 036 000 015E 0000) AT THE INTERSECTION MAY RIVER ROAD AND BENTON LANE FROM T3 EDGE TO T2 RURAL CENTER.

WHEREAS, added text is highlighted in yellow and underlined.

Adopted this ___ day of _____ 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

Existing Zoning



Proposed Zoning





MEMORANDUM

TO: Alice Howard, Chairperson, Natural Resources Committee of County Council

FROM: Noah Krepps, Beaufort County Planning and Zoning Department

DATE: February 16, 2021

SUBJECT: Zoning Map Amendment/Rezoning Request for 1.96 acres (R600 036 000 015E 0000) at the Intersection of May River Rd and Benton Ln from T3 Edge to T2 Rural Center

STAFF REPORT:

A. BACKGROUND:

Case No. ZMA-2020-03

Owner/Applicant: Lydia Group LLC / Blaine McClure

Property Location: Located at the intersection of May River Rd and Benton Ln

District/Map/Parcel: R600 036 000 015E 0000

Property Size: 1.96 acres

Current Future Land Use Designation: Neighborhood Mixed-Use

Current Zoning District: T3 Edge

Proposed Zoning District: T2 Rural Center

B. SUMMARY OF REQUEST: The applicant seeks to change the zoning of a 1.96-acre lot at the western corner of Benton Ln and May River Rd from T3 Edge to T2 Rural Center (see attached map). The parcel was zoned Neighborhood Commercial District under the 1990 Development Standards Ordinance and was rezoned to Community Preservation in 1999, allowing the commercial development rights to carry over. In 2011, the County held a charrette for the Pritchardville community during the development of the Community Development Code. At that time, the community decided to limit commercial development to a smaller area around the intersection of Gibbet Rd and May River Rd. In 2014, the Community Development Code was adopted, and 122 May River Rd was zoned T3 Edge because it was outside of the small commercial district identified in the charrette.

The **T2 Rural Center (T2RC)** district allows a diverse mix of land uses including residential, retail, service, and limited light industrial. It is a lower intensity walkable area in the immediate vicinity of a rural crossroads or other important rural intersection.

E. COMPREHENSIVE PLAN FUTURE LAND USE MAP: This 1.96-acre lot is designated Neighborhood Mixed-Use on the Future Land Use Map. Future development in neighborhood mixed-use areas should be primarily residential with some supporting neighborhood retail establishments. A very small percentage of the designated area should consist of commercial development.

F. ZONING MAP AMENDMENT REVIEW STANDARDS: In determining whether to adopt or deny a proposed Zone Map Amendment, the County Council shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. **Is consistent with and furthers the goals, and policies of the Comprehensive Plan and the purposes of this Development Code;**

The Land Use chapter of the Comprehensive Plan identifies the need to provide sufficient land for non-retail commercial uses that promote economic health and diversity. The Neighborhood Mixed-Use area in which the proposed rezoning lies already has a mix of service, retail, and light industrial uses between the parcel in question and the Gibbet Rd intersection.

2. **Is not in conflict with any provision of this Development Code, or the Code of Ordinances;**

The proposed rezoning constitutes a “spot zoning,” as it is not adjacent to any other T2 Rural Center parcels.

3. **Addresses a demonstrated community need;**

See 1 above.

4. **Is required by changed conditions;**

N/A.

5. **Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land;**

Existing uses on the surrounding land are primarily residential. The proposed zoning change would allow for a broader mix of intense commercial, service, and light industrial uses.

6. **Would not adversely affect nearby lands;**

As stated in 5, there is potential for adverse impacts on the existing residential developments in the adjacent area.

7. **Would result in a logical and orderly development pattern;**

See 5 and 6 above.

8. **Would not result in adverse impacts on the natural environment – including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:**

Any development on the site would be required to adhere to the natural resource protection, tree protection, wetland protection, and stormwater standards in the Community Development Code and the Stormwater BMP Manual.

9. Would result in development that is adequately served by public facilities (e.g. streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities):

The site does not currently have access to public sewer or water. It does have paved vehicular access from Benton Ln. Future development that generates over 50 peak-hour trips will require a traffic impact analysis.

G. STAFF RECOMMENDATION: The proposed zoning change from T3 Edge to T2 Rural Center constitutes a “spot zoning” and cannot be supported by Planning staff. Staff also has concerns about potential impacts on the surrounding residential areas.

Staff acknowledges that the owner applied for development permits for a convenience store in both 2000 and 2002. The store was never built, but good faith was shown through the owner’s intent to develop at that time.

H. PLANNING COMMISSION RECOMMENDATION: At the February 2, 2021 meeting of the Beaufort County Planning Commission, the Commission voted (5 for and 3 against) to recommend denial of the proposed amendment to County Council.

I. ATTACHMENTS

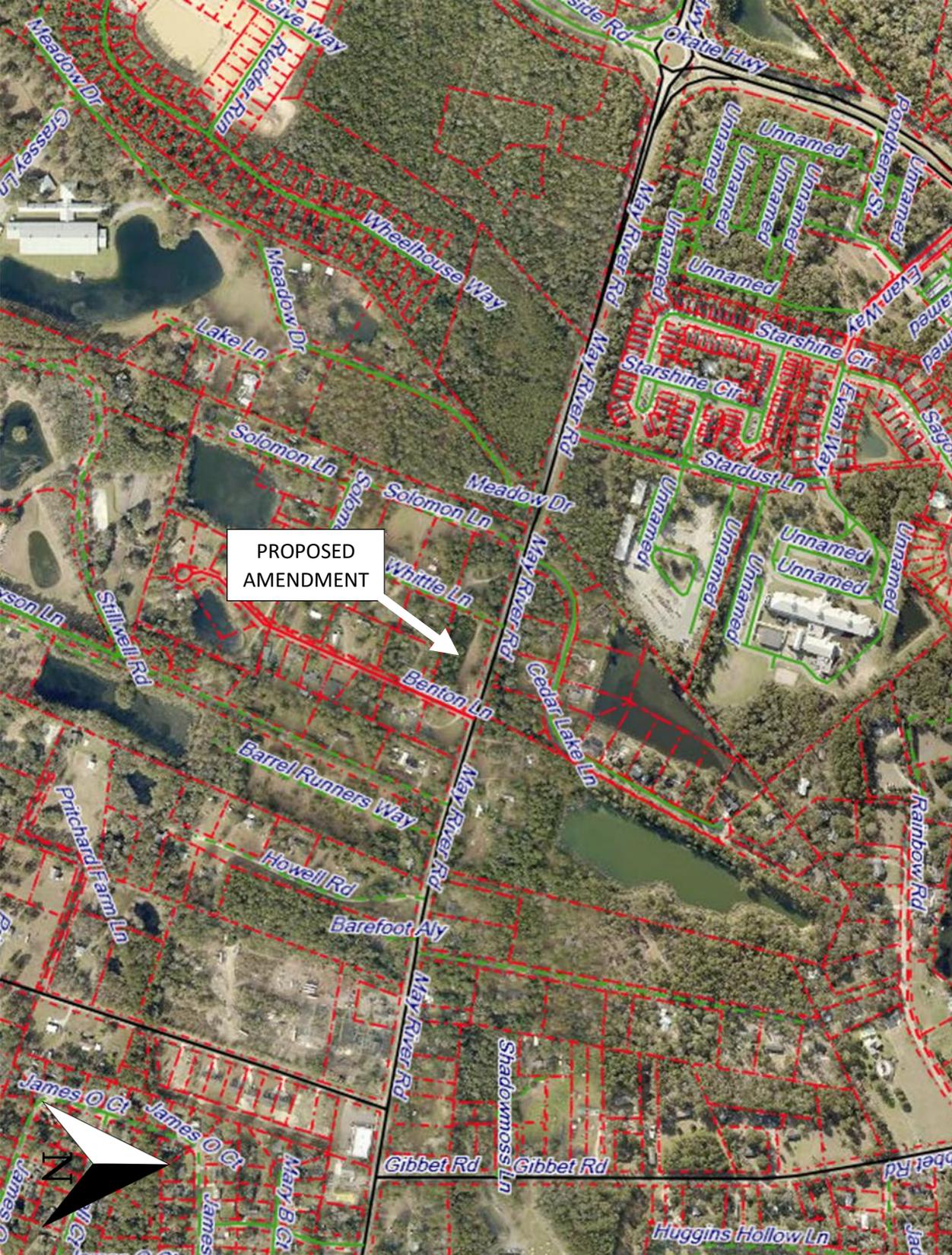
- Zoning Map (existing and proposed)
- Location Map

Existing Zoning



Proposed Zoning







BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING APRIL 12, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN HOWARD
ITEM BACKGROUND:
RECOMMENDATION TO THE GOVERNOR'S OFFICE FOR REAPPOINTMENT OF PAMELA BRANDON-HENNIGH TO THE DISABILITIES AND SPECIAL NEEDS BOARD APPROVED ON APRIL 5, 2021 VIA COMMUNITY SERVICES COMMITTEE PAMELA BRANDON-HENNIGH (DISTRICT 3) 2nd TERM DISTRICT 1st TERM - 2017 EXPIRES IN 2025 8 VOTES NEEDED
PROJECT / ITEM NARRATIVE:
THE RECOMMENDATION TO GOVERNOR'S OFFICE FOR REAPPOINTMENT OF PAMELA BRANDON-HENNIGH TO THE DISABILITIES AND SPECIAL NEEDS BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) RECOMMENDATION TO THE GOVERNOR'S OFFICE FOR THE APPOINTMENT OF PRISCILLA DRAKE FROM TO THE DISABILITIES AND SPECIAL NEEDS BOARD.

Vaughn, Tithanie

From: Beach, Janice
Sent: Tuesday, March 23, 2021 8:58 AM
To: boardsandcommissions
Subject: FW: Board Letter

Ms. Brandon's letter requested to remain on the Advisory Board.

Janice Beach
 Administrative Manager
 Beaufort County Disabilities and Special Needs
jbeach@bcgov.net
 843-255-6289 office
 843-255-9417 fax

BCDSN Mission

“To provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community.”

Confidentiality Notice: This electronic email may contain information that is privileged, confidential, and/or may be otherwise protected by law from disclosure to anyone other than its intended recipients(s). Any dissemination or use of this electronic mail or its contents or attachments by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately so that we may correct the error. Please delete the original message. Thank you.

From: Pamela Brandon <lady.pamela.island@gmail.com>
Sent: Friday, March 19, 2021 7:25 PM
To: Beach, Janice <jbeach@bcgov.net>
Subject: Re: Board Letter

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Janice
 Yes to remain as a member
 Thank you

On Fri, Mar 19, 2021 at 11:53 AM Beach, Janice <jbeach@bcgov.net> wrote:

Was your letter saying you wanted to stay on the board or leave? You can stay on it but if you miss 3 consecutive meetings they automatically take you off. We are still doing virtual meetings. I don't know when we will be able to meet in person again.

Janice Beach

Administrative Manager

Beaufort County Disabilities and Special Needs

jbeach@bcgov.net

843-255-6289 office

843-255-9417 fax

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From: Pamela Brandon <lady.pamela.island@gmail.com>

Sent: Thursday, March 18, 2021 3:05 PM

To: Beach, Janice <jbeach@bcgov.net>

Subject: Board Letter

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Hi Janice,

Hope all is well with you

In Dec. I sent my letter to Mr Passiment

I spoke with Bill and I'm still doing therapy in Charleston and as of last week

I'm waiting for my MRI results, hoping there isn't another tear in my bi-cep

This has been a trying time for me and in June it will be 2 years

Thank you for all your hard works, you're greatly appreciated

Be well, stay safe and blessings

lp



HENRY McMASTER
GOVERNOR

August 10, 2018

The Honorable Mark Hammond
Secretary of State
1205 Pendleton Street, Suite 525
Columbia, South Carolina 29201-3745

Dear Secretary Hammond,

I have appointed Ms. Pamela Brandon-Hennigh to the Beaufort County Disabilities and Special Needs Board upon the recommendation of the Beaufort County Council pursuant to Section 44-20-375 of the South Carolina Code of Laws.

LOCAL APPOINTMENT:

Term Commencing: 2/1/2017
Term Expiring: 2/1/2021
Seat: At-large
Vice: Anne Hamilton

Home Information:

Ms. Pamela Brandon-Hennigh
3 Harvest Lane
Beaufort, South Carolina 29907-2042
843.525.0241

Yours very truly,

A handwritten signature in blue ink that reads "Henry McMaster".

Henry McMaster

HM/agn

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COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

March 29, 2017

Ms. Pamela Brandon-Hennigh
3 Harvest Lane
Lady's Island, SC 29907-2042

Re: Appointment to Disabilities and Special Needs Board

Dear Ms. Brandon-Hennigh:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the Disabilities and Special Needs Board.

This will be a four-year term appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

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

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

Sincerely,



D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation

cc: Nancy Pinkerton, Chairman
Bill Love, Director, Disabilities and Special Needs Department

COUNTY COUNCIL OF BEAUFORT COUNTY
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JOSHUA A. GRUBER
INTERIM COUNTY ADMINISTRATOR

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

WEIGHTED VOTING FORM

March 27, 2017

Disabilities and Special Needs Board

Pamela Brandon-Hennigh (Appointment)

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

Ms. Brandon-Hennigh garnered the six votes required for appointment to serve as a member of the Disabilities and Special Needs Board.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">APRIL 12, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
RURAL AND CRITICAL LANDS PRESERVATION BOARD FOR NATALIE HEFTER APPROVED ON APRIL 5, 2021 VIA NATURAL RESOURCES 4th TERM (SOUTHERN BEAUFORT COUNTY) 1st TERM - 2009 2nd TERM- 2013 3rd TERM- 2017 EXPIRES IN 2025 10 VOTES NEEDED
PROJECT / ITEM NARRATIVE:
REAPPOINTMENT FOR NATALIE HEFTER TO HISTORIC PRESERVATION REVIEW BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR NATALIE HEFTER TO HISTORIC PRESERVATION REVIEW BOARD.

Item 21.

From: Natalie Hefter
Address: 40 Bridle Path Ln
Bluffton SC 29910

Date: 10/5/20

Joseph F. Passiment, Jr., Chairman
Beaufort County Council
Post Office Drawer 1228
Beaufort, SC 29901-1228

Re: Letter of Intent as a Member of the Beaufort County Historic Preservation Review Board

Dear Council Chairman Passiment:

I hereby respectfully submit my Letter of Intent that:

- I be considered for reappointment to continue serving as a member of the subject Board.
- I am not seeking reappointment on the subject Board and will serve:
 - Until the expiration of my appointment;
 - Until a replacement is selected; or
 - Until (date): _____.
- I regretfully resign from the subject Board, effective (date) _____.

Sincerely,

(signature) Natalie Hefter

(printed name) NATALIE HEFTER

COUNTY COUNCIL OF BEAUFORT COUNTY

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BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 470-2800
FAX: (843) 470-2751
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WM. WESTON J. NEWTON
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

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

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

LADSON F. HOWELL
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

February 10, 2009

Ms. Natalie Hefter
40 Bridle Path Lane
Bluffton, SC 29910

Re: Appointment to the Historic Preservation Review Board

Dear Ms. Hefter:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Historic Preservation Review Board.

This will be a full-term appointment, which expires February 2013 and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

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

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

Sincerely,


Wm. Weston J. Newton, Chairman

WWJN:amm
Attachments: Board Membership, Template Ordinance
cc: Mr. Beekman Webb, Board Chairman
Ms. Delores Frazier, Assistant Board Director

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
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CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

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GERALD DAWSON
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WILLIAM L. MCBRIDE
GERALD W. STEWART
ROBERTS "TABOR" VAUX, JR
LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

February 27, 2013

Ms. Natalie Hefter
40 Bridle Path Lane
Bluffton, SC 29910

Re: Reappointment to the Historic Preservation Review Board

Dear Ms. Hefter:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve on the Historic Preservation Review Board.

This will be a four-year reappointment, which expires February 2017, and we are very appreciative of your willingness to serve.

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

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

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Beekman Web, Chairman
Ian Hill, Director

COUNTY COUNCIL OF BEAUFORT COUNTY
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CHAIRMAN

GERALD W. STEWART
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ROBERTS "TABOR" VAUX

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COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

March 15, 2017

Ms. Natalie Hefter
40 Bridle Path Lane
Bluffton, SC 29910

Re: Reappointment to Historic Preservation Review Board

Dear Ms. Hefter:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Historic Preservation Review Board.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Historic Preservation Review Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

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

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Beekman Webb, Chairman
Tony Criscitiello, Planning Director



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">APRIL 12, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
RURAL AND CRITICAL LANDS PRESERVATION BOARD FOR KATRINA EPPS APPROVED ON APRIL 5, 2021 VIA NATURAL RESOURCES COMMITTEE 3rd TERM (BLUFFTON HISTORIC FOUNDATION) 1st TERM - 2015 2nd TERM- 2017 EXPIRES IN 2025 10 VOTES NEEDED
PROJECT / ITEM NARRATIVE:
REAPPOINTMENT FOR KATRINA EPPS TO HISTORIC PRESERVATION REVIEW BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR KATRINA EPPS TO HISTORIC PRESERVATION REVIEW BOARD.

From: Katrina Epps
Address: 605 Sandy Shoals Pass
Bluffton, SC 29910

Date: 10/1/2020

Joseph F. Passiment, Jr., Chairman
Beaufort County Council
Post Office Drawer 1228
Beaufort, SC 29901-1228

Re: Letter of Intent as a Member of the Beaufort County Historic Preservation Review Board

Dear Council Chairman Passiment:

I hereby respectfully submit my Letter of Intent that:

- I be considered for reappointment to continue serving as a member of the subject Board.
- I am not seeking reappointment on the subject Board and will serve:
 - Until the expiration of my appointment;
 - Until a replacement is selected; or
 - Until (date): _____.
- I regretfully resign from the subject Board, effective (date) _____.

Sincerely,

(signature) Katrina S. Epps

(printed name) Katrina S. Epps

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
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BEAUFORT, SOUTH CAROLINA 29901-1228
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FAX: (843) 255-9401
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GARY KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

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

March 12, 2015

Mrs. Katrina Epps
605 Sandy Shoals Pass
Bluffton, SC 29910

Re: Historic Preservation Review Board

Dear Mrs. Epps:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Historic Preservation Review Board.

This will be a partial-term appointment, which expires February 2017 and, we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

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

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

Sincerely,


D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation
cc: Beekman Webb, Board Chairman
Ian Hill, Board Administrator

COUNTY COUNCIL OF BEAUFORT COUNTY
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CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

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ROBERTS "TABOR" VAUX

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

February 21, 2017

Ms. Katrina Epps
605 Sandy Shoals Pass
Bluffton, SC 29910

Re: Reappointment to Historic Preservation Review Board

Dear Ms. Epps:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Historic Preservation Review Board.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Historic Preservation Review Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

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

Sincerely,

D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Beekman Webb, Chairman
Tony Criscitiello, Planning Director



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">APRIL 12 , 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
RURAL AND CRITICAL LANDS PRESERVATION BOARD FOR ART BAER APPROVED ON APRIL 5, 2021 VIA NATURAL RESOURCES COMMITTEE . 2nd TERM IN DISTRICT 1 1st TERM - 2019 (PARTIAL-TERM) EXPIRES IN 2025 8 VOTES NEEDED
PROJECT / ITEM NARRATIVE:
REAPPOINTMENT FOR ART BAER TO RURAL AND CRITICAL LANDS PRESERVATION BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR ART BAER TO RURAL AND CRITICAL LANDS PRESERVATION .

COUNTY COUNCIL OF BEAUFORT COUNTY
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STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

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

JOHN L. WEAVER
INTERIM COUNTY ADMINISTRATOR

CONNIE L. SCHROYER
CLERK TO COUNCIL

February 28, 2019

Mr. Arthur H. Baer



Re: Appointment to the Rural and Critical Lands Board

Dear Mr. Baer:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the Rural and Critical Lands Board.

This will be a partial-term appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

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

Again, thank you for your willingness to serve Beaufort County and its citizens, and please call upon me if I can answer any questions concerning this appointment.

Sincerely,

Stewart H. Rodman, Chairman

Attachments: Board Membership, Boards/Commissions Ordinance, Enabling Legislation
cc: Michael Mathews, Chairman
Amanda Flake, Board Administrator

From:
Address:

Date:

Joe Passiment,
Chairman
Beaufort County
Council
Drawer 1228
Beaufort SC 29901-1228

P.O.

**Re: Letter of Intent as a Member of the
Board**

Dear Council Chairman:

I hereby respectfully submit my Letter of Intent that:

I be considered for reappointment to continue serving as
a member of the subject Board.

I am not seeking reappointment on the subject Board and
will serve:

Until the expiration of my appointment.

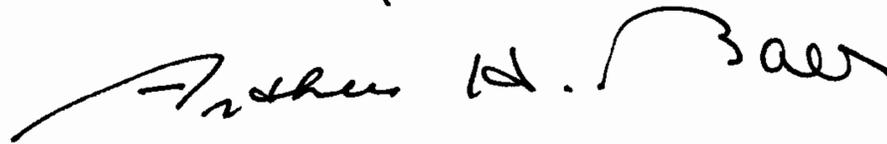
Until a replacement is selected.

Until (date)

I regretfully resign from the subject Board, effective
(date)

November 12, 2020

Sincerely,
(signature)



(print name)

Arthur H. Baer



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">• APRIL 12 , 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
RURAL AND CRITICAL LANDS PRESERVATION BOARD FOR JAMES BENNETT APPROVED ON APRIL 5, 2021 VIA NATURAL RESOURCES COMMITTEE. 1st TERM -DISTRICT 5 EXPIRES IN 2025 6 VOTES NEEDED
PROJECT / ITEM NARRATIVE:
APPOINTMENT FOR JAMES BENNETT TO RURAL AND CRITICAL LANDS PRESERVATION BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT FOR JAMES BENNETT TO RURAL AND CRITICAL LANDS PRESERVATION.



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



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

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

BOARDS AND COMMISSIONS

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

DATE: 2/16/2021 NAME: James M. (Mac) Bennett

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: Consultant

TELEPHONE: (Home) [REDACTED] EMAIL: _____

HOME ADDRESS: [REDACTED] STATE: SC ZIP CODE: [REDACTED]

MAILING ADDRESS: Same STATE: _____ ZIP CODE: _____

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

ETHNICITY: Caucasian African American Other

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

If "yes", what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - Email: boardsandcommissions@bcgov.net
 - U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

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

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

Applicant's Signature: [Signature]

Submit by E 122

JAMES MCCAULEY (MAC) BENNETT

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

SUMMARY

Seasoned community leader with track-record of major accomplishments in collective impact strategies by acquiring and connecting resources to improve the greater Midlands community over a span of more than three decades.

EMPLOYMENT HISTORY

Cyberwoven, LLC, Columbia, SC 2018-Current
Director of Community Impact and Strategic Initiatives
Supports the work of an entrepreneur and his website design firm through counsel and input on organizational and business development as well as special projects.

Capital Development Services, Winston-Salem, NC 2017-Current
Senior Counsel
Works with nonprofit clients across South Carolina, North Carolina and Georgia to plan and execute capital campaigns, resource development assessments and executive searches.

United Way of the Midlands, Columbia, SC 2005 – 2017
President & CEO

- ✓ In conjunction with United Way Board, designed and implemented a plan to erase almost \$2 million in debt and lines of credit. This objective was met ahead of schedule and UWM operated debt-free through the rest of my tenure.
- ✓ In 2007, the 260 bed Transitions Homeless Center was launched with a \$5 million grant from the Knight Foundation to UWM. Spearheaded the campaign in the business community to raise 1 for 1 match in 120 days.
- ✓ Partnership established with local hospitals and the BCBS Foundation of SC resulted in expansion of community dental and eye care services by adding a 5200 square foot facility at the Richland County Health Department which doubled indigent services for children and adults in Richland and Lexington counties.
- ✓ Personally led the immediate response by UWM to the unprecedented 2015 Flood. Secured over \$1.1 million in financial support in first 90 days following the flood which fueled community rebuilding. In 2016, launched a second rebuild phase to raise \$2 million and repair 250 homes called Restoring Hope.
- ✓ Emphasis on leadership and affinity groups at UWM resulted in 90% growth in Tocqueville Society membership (\$10,000 and above annual gifts) and the creation of the Young Leaders Society (YLS) which now boasts more than 450 members.

Central Carolina Community Foundation, Columbia, SC 1991 – 2005
Executive Director

- ✓ Grew assets from \$5 million to over \$65 million and expanded staff from one FT employee to a professional staff of eight.

- ✓ Forged relationships with multiple asset managers to develop a broader base of donors' investments through CCCF.
- ✓ Established area funds in Sumter, Orangeburg, Camden and Chapin. Worked with business leaders in these communities to secure financial and civic support.
- ✓ Launched the Festival of Wines to diversify income to cover administrative costs in 1993. The event grew annually in dollars raised and community support during the following decade.
- ✓ In collaboration with other nonprofit leaders, established the SC Association of Nonprofit Organizations (SCANPO). Served as first chair of the board of directors. The organization, now known as Together SC, has almost 1,000 member organizations and continues to thrive.

University of South Carolina

1980 – 1991

Assistant Vice President for Administration

Chief of Staff of the Byrnes International Center

Executive Assistant to the President

- ✓ Served as the University President's chief of staff and ombudsman.
- ✓ To improve student engagement with university affairs, coordinated monthly meetings between senior university officials and student leaders.
- ✓ Executed the University's plan to establish the James F. Byrnes International Center (BIC) in 1985 to highlight the expansive role of the university and its faculty and staff in global activities.
- ✓ As the first director of the BIC, directed planning and administration of grants from several federal agencies, coordinated visits from dozens of heads of state and ambassadors (including Pope John Paul II), and elevated program collaboration aimed at attracting students and building awareness around the world.

EDUCATION

University of South Carolina, Columbia, SC

May 1980

- Bachelor of Science in Finance and Management, Darla Moore School of Business

ACHIEVEMENTS

- 2018 United Way Humanitarian of the Year
- 2017 South Carolina Order of the Palmetto Recipient
- Distinguished Alumnus of 2016- USC Moore School of Business, Columbia, SC
- Community Builder Award (February 2017)- Michael J. Mungo Foundation
- "50 Most Influential People in the Midlands" – Columbia Business Monthly
- Outstanding Fund-Raising Executive, Association of Fundraising Professionals (Midlands)
- Certified Fund-Raising Executive (CFRE)- Association of Fundraising Professionals
- Leadership Columbia Graduate

- Buckley School of Public Speaking Graduate
- Salvation Army “Others” Service Award Recipient
- Whitney M. Young, Jr. Service Award- Indian Waters Council Boy Scouts of America

CURRENT AND PAST COMMUNITY SERVICE & VOLUNTEER ENGAGEMENT

- Together SC (formerly South Carolina Association of Nonprofit Organizations) - Founding Director, Past Board Chair, Chair Emeritus (1996-2016)
- The Nord Family Foundation Board of Trustees (2010-2016)
- United Way Association of South Carolina Board of Directors (2007-2017)
- Midlands Housing Alliance (dba Transitions) Board of Directors (2009-2017)
- South Carolina Coastal Council (Elected by SC Legislature for three terms 1988-1997)
- SC Secretary of State’s Exempt Organizations Advisory Board (2006-2010)
- Richland County First Steps Board of Directors (2002-2005)
- Richland School District Two Foundation Board of Directors (2003-2015)
- Knight Foundation’s Community Advisory Committee for Columbia (1998-2005)
- Central Carolina Community Foundation Board of Trustees (2005-2017)
- Central Midlands Regional Transit Authority (CMRTA) Board of Directors (2011-2016)
- Midlands Reading Consortium (MRC) Volunteer
- Eastminster Presbyterian Church and Northeast Presbyterian Church - Elder, Deacon and Sunday School Teacher

Vaughn, Tithanie

From: Weitz, Kristina
Sent: Tuesday, February 23, 2021 1:05 PM
To: Vaughn, Tithanie
Subject: RE: VR#402173590

He is active and in CC 5.

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Tuesday, February 23, 2021 11:23
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: VR# [REDACTED]

Good Morning,

Can you check

James Bennett
[REDACTED]

Thank you,

T. Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)



"All Great Achievements Require Time." – Maya Angelou



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">• APRIL 12 , 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
RURAL AND CRITICAL LANDS PRESERVATION BOARD FOR WALTER MACK APPROVED ON APRIL 5, 2021 VIA NATURAL RESOURCES COMMITTEE. 2nd TERM IN DISTRICT 3 1st TERM - 2017 EXPIRES IN 2025 8 VOTES NEEDED
PROJECT / ITEM NARRATIVE:
REAPPOINTMENT FOR WALTER MACK TO RURAL AND CRITICAL LANDS PRESERVATION BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR WALTER MACK TO RURAL AND CRITICAL LANDS PRESERVATION.

Vaughn, Tithanie

From: Flake, Amanda
Sent: Wednesday, March 17, 2021 3:35 PM
To: Vaughn, Tithanie
Subject: FW: Continue of the BCRCLP

Please see below from Walter Mack.

Thanks,
Amanda
Amanda Flake
Natural Resources Planner
Beaufort County Planning and Zoning
ISA Certified Arborist SO-6474A
843-255-2142
aflake@bcgov.net

From: Walter Mack [mailto:████████████████████]
Sent: Wednesday, March 17, 2021 3:35 PM
To: Flake, Amanda <aflake@bcgov.net>
Subject: Continue of the BCRCLP

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Ms. Flake, This email is to confirm my desire to serve on the Beaufort County Rural & Critical Land Program. Thank you.

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

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

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

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

February 21, 2017

Mr. Walter R. Mack

Re: Rural and Critical Lands Preservation Board

Dear Mr. Mack:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the Rural and Critical Lands Preservation Library Board.

This will be a four-year term appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

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

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

Sincerely,

D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation

cc: Michael Mathews, Chairman
Amada Flake, Board Administrator



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 1.

ITEM TITLE:
<i>A RESOLUTION ACCEPTING THE DONATION OF PLAYGROUND EQUIPMENT FROM THE DAUFUSKIE ISLAND COUNCIL AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTATION ASSOCIATED WITH THE ACCEPTANCE OF THE DONATION</i>
MEETING NAME AND DATE:
County Council Meeting; 6:00PM 4/12/2021
PRESENTER INFORMATION:
<i>Chuck Atkinson, ACA Community Services 5 Minutes</i>
ITEM BACKGROUND:
Resolution passed without exception by Community Services Committee on 4/5/21.
PROJECT / ITEM NARRATIVE:
In an effort to increase the quality of life for Daufuskie Island residents and visitors, the Daufuskie Island Council has purchased and is donating playground equipment that will be installed at the Francis Jones County Park on Daufuskie Island. The value of the playground equipment is \$50,000.
FISCAL IMPACT:
<i>None</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the Resolution.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to Approve the Resolution and accept the donation being offered by the Daufuskie Island Council. Or Motion to Deny the Resolution and decline the donation being offered by the Daufuskie Island Council.</i>

RESOLUTION 2021/___

A RESOLUTION ACCEPTING THE DONATION OF PLAYGROUND EQUIPMENT FROM THE DAUFUSKIE ISLAND COUNCIL AND AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTATION ASSOCIATED WITH THE ACCEPTANCE OF THE DONATION

WHEREAS, In an effort to increase the quality of life for Daufuskie Island residents and visitors, the Daufuskie Island Council has purchased and is donating playground equipment that will be installed at the Francis Jones County Park on Daufuskie Island; and,

WHEREAS, the acceptance of the playground equipment being donated by the Daufuskie Island Council will provide an increased opportunity for enjoyment and recreation of the general public; and,

WHEREAS, the installation of playground equipment at the Francis Jones County Park is in keeping with the parks masterplan.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby accept the donation and authorize the Interim County Administrator to execute any and all documents necessary to accept the donation of playground equipment being donated by the Daufuskie Island Council.

Adopted this ___ day of April, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST: _____

Sarah W. Brock, Clerk to Council

RESOLUTION 2021 /

A RESOLUTION TO COMMISSION ANIMAL SERVICE OFFICER TO ENFORCE BEAUFORT COUNTY ANIMAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED.

WHEREAS, Beaufort County Council may appoint and commission as many animal service officers as may be necessary for proper security, general welfare and convenience of the County; and

WHEREAS, each candidate for appointment as a Beaufort County Animal Service Officer shall complete training and whatever certification may be necessary prior to any official action as an Animal Service Officer.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Beaufort County, South Carolina that:

1. County Council hereby appoints and commissions the following individual as Animal Service Officer for Beaufort County:

Aaron Eaton Emp # 10291, Beaufort County Animal Service Officer

2. Each Animal Service Officer shall present the appropriate certificate to the Beaufort County Magistrate’s office prior to any official action as an Animal Service Officer.

ADOPTED THIS ___ DAY OF _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 2.

ITEM TITLE:
RESOLUTION TO COMMISSION AN ANIMAL SERVICE OFFICER
MEETING NAME AND DATE:
COMMUNITY SERVICE COMMITTEE, APRIL 5, 2021
PRESENTER INFORMATION:
PHILIP A. FOOT, ASSISTANT COUNTY ADMINISTRATOR FOR PUBLIC SAFETY <i>5 MINUTES</i>
ITEM BACKGROUND:
THIS ITEM NEEDS TO BE APPROVED BY COMMITTEE AND MOVED FOR FULL VOTE OF COUNCIL, IN ACCORDANCE WITH S.C. STATE LAW 4-9-145
PROJECT / ITEM NARRATIVE:
ANIMAL SERVICES DEPARTMENT HAS HIRED A NEW ANIMAL SERVICE OFFICER TO REPLACE A VACANT POSITION
FISCAL IMPACT:
NONE, THIS POSITION IS ALREADY FUNDED IN THE ANIMAL SERVICES BUDGET
STAFF RECOMMENDATIONS TO COUNCIL:
STAFF RECOMMENDS TO APPROVE THE APPOINTMENT OF AARON EATON AS AN ANIMAL SERVICE OFFICER
OPTIONS FOR COUNCIL MOTION:
MOTION TO APPROVE AND MOVE THIS RESOLUTION TO THE NEXT COUNCIL MEETING ON APRIL 12, 2021



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Recommendations to Finance Committee for the 2021 Awards of Local Accommodations and Hospitality Tax.</i>
MEETING NAME AND DATE:
Finance Committee 02/25/2021
PRESENTER INFORMATION:
<i>Hayes Williams Finance Director</i> <i>1 hour</i>
ITEM BACKGROUND:
<i>Beaufort County started the Local Accommodation Tax and Local Hospitality Tax application process in September of 2020, with the closing of applications on December 31, 2020. The applications were reviewed by the Local Accommodation Tax and Local Hospitality Tax Committee for compliance with the Local Statutes and their individual need and merit. The Committee will present the recommendations to the Finance Committee.</i>
PROJECT / ITEM NARRATIVE:
<i>The Local Accommodation Tax Fund has approximately \$1,651,428 to award, and Local Hospitality Tax Fund has approximately \$1,981,105 to award for combined total of \$3,632,533 available to award for 2021.</i>
FISCAL IMPACT:
<i>Recommendations of \$3,530,656 to be provided out the Local Accommodations Tax Fund and the Local Hospitality Tax Fund.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Approval of recommendations Local Accommodation Tax and Local Hospitality Tax.</i>
OPTIONS FOR COUNCIL MOTION:
<i>Approve the motion for First Reading at the next County Council meeting.</i> <i>Deny the motion.</i>

Beaufort County
2021 Local Accommodations and Hospitality Tax

Event	Sponsor	Requested Source of Funding	Amount Requested	Group Award	Reason
Whitehall Boardwalk	City of Beaufort	Local Atax	\$ 350,000.00	\$ 350,000.00	Bridge to connect to Whitehall Park Resolution 2019/31 states "Applicants must submit final accounting reports for an award before receiving a subsequent award". Penn Center still has \$800,000 remaining in Phase I that they have not spent.
Phase II Penn Center Website Development	Penn Center	Local Atax	\$ 968,000.00	\$ -	Penn Center will need to apply next year.
Reconstruction Era Park - Porter's Chapel	Historic Port Royal Foundation & Museum Website	Local Atax	\$ 5,000.00	\$ 5,000.00	The only amount included in the budget
	Town of Port Royal	Local Atax	\$ 240,500.00	\$ 240,500.00	Reconstruction Era Park town put in an additional \$60,000
Southeast Business Summit	Beaufort County Black Chamber of Commerce	Local Atax	\$ 11,700.00	\$ -	Resolution 2019/31 states "Applicants must submit final accounting reports for an award before receiving a subsequent award".
Kentucky Derby	Beaufort County Black Chamber of Commerce	Local Atax	\$ 11,700.00	\$11,700 rolled over from prior year	Resolution 2019/31 states "Applicants must submit final accounting reports for an award before receiving a subsequent award".
Gullah Christmas Jazz & Art Festival	Beaufort County Black Chamber of Commerce	Local Atax	\$ 11,700.00	\$ -	Resolution 2019/31 states "Applicants must submit final accounting reports for an award before receiving a subsequent award".
Broad River Fishing Pier	Beaufort County Capital Projects	Local Atax	\$ 114,000.00	\$ 114,000.00	95,000 plus 20% contingency
Beaufort Oyster Festival	Beaufort Area Hospitality Association	Local Htax	\$ 10,000.00	\$ 2,460.00	Only for marketing and promotional , police fire & security
Beaufort Oyster Festival	Beaufort Area Hospitality Association	Local Atax	\$ 10,000.00	\$3,186 rollover from prior year	Only marketing in Local Accommodations tax is allocated to DMO's
Stokes Cottage (1313 Congress Street)	Community Foundation of the Lowcountry	Local Atax	\$ 149,850.00	\$ -	These are privately owned, the owners will not transfer property
Brick Baptist Church Study House	Community Foundation of the Lowcountry	Local Atax	\$ 267,255.00	\$ 267,255.00	Reconstruction Era Park
Grand Army Hall	Community Foundation of the Lowcountry	Local Atax	\$ 115,200.00	\$ 115,200.00	Reconstruction Era Park
Dixie Jr. Boys and Dixie Boys State	Beaufort County Parks & Recreation	Local Atax	\$ 28,500.00	\$ 28,500.00	Marketing and promotional needs for the tournament
Dixie Softball State Tournament	Beaufort County Parks & Recreation	Local Atax	\$ 28,500.00	\$ 28,500.00	Marketing and promotional needs for the tournament
Marketing	Hilton Head Island Airport	Local Htax	\$ 30,000.00	\$ 30,000.00	Marketing and promotional items
Annual Boat Landing Maintenance	Beaufort County Public Works	Local Htax	\$ 250,000.00	\$ 200,000.00	Boat landing improvements and study
Beaufort Executive Terminal Renovation	Beaufort Executive Airport	Local Htax	\$ 80,000.00	\$ 80,000.00	Needed improvements to bring new tourism
Spanish Moss Trail Battery Creek Bridge Repair	Beaufort County Capital Projects	Local Htax	\$ 359,500.00	\$ 359,500.00	
Coastal Discovery Museum	Building of a Museum on HHI	Local Htax	\$ 750,000.00	\$ 750,000.00	
Renovation of Boundary Street Tennis Courts	Beaufort County Parks & Recreation	Local Htax	\$ 384,741.00	\$ 384,741.00	
Mitchellville Freedom Park	Building of a Museum on HHI	Local Htax	\$ 575,000.00	\$ 575,000.00	Awarded from HTAX
			\$ 4,751,146.00	\$ 3,530,656.00	
			\$ 3,632,533.00	\$ 3,632,533.00	
			\$ (1,118,613.00)	\$ 101,877.00	

Sec. 66-531. - Authority.

This article is enacted pursuant to the authority S.C. Code § 4-9-30 (1976, as amended) which provides that the county may adopt all ordinances which appear necessary and proper for the security, general welfare and convenience of the county and for the preservation of the general health, peace and order in the county and S.C. Code § 6-1-700 et seq. (1976, as amended) which expressly provides authorization for the imposition of a hospitality tax.

(Ord. No. 2005/9, § 1, 3-28-2005)

Sec. 66-532. - Hospitality tax—Definitions.

- (a) *Local hospitality tax* is a tax imposed within the unincorporated areas of Beaufort County on the sales of prepared meals and beverages sold in establishments or sales of prepared meals and beverages sold in establishments licensed for on-premises consumption of alcoholic beverages, beer, or wine. In addition, the tax shall be imposed for all food and beverages prepared or modified by convenience stores or grocery stores within the unincorporated areas of Beaufort County.
- (b) *A hospitality tax equal to two percent* is hereby imposed on the gross proceeds derived from the sale of prepared meals and beverages sold in establishments located in unincorporated areas of Beaufort County.
- (c) *Beverages* shall include all beverages, including, but not limited to, alcoholic beverages, beer, wine, and any nonalcoholic beverage.
- (d) *Establishments* shall mean any individual, partnership, corporation or business entity, regardless of form which, as a part of its business offers prepared meals, whether for consumption on the premises or off.
- (e) *Establishments licensed for on-premises consumption of alcoholic beverages, beer or wine* shall mean any individual, partnership, corporation or business entity, regardless of form, which is licensed by the State of South Carolina alcoholic beverage commission to offer alcoholic beverages, beer or wine for sale or consumption on its premises.
- (f) *Gross sales price* shall mean the total charge for any prepared meal or beverage, exclusive of any other taxes, fees or gratuity.
- (g)

Prepared meals shall mean any prepared food item prepared or offered for sale by any establishments or establishments licensed for on-premises consumption of alcoholic beverages, beer or wine, whether consumed on the premises or off.

(Ord. No. 2005/9, § 2, 3-28-2005; Ord. No. 2009/35, 10-12-2009; Ord. No. 2012/1, 2-13-2012.)

Sec. 66-533. - Payment of hospitality tax.

- (a) Payment of the local hospitality tax shall be the liability of the consumer of prepared meals and beverages as described in section 66-532. The local hospitality tax shall be paid at the time of the purchase of the prepared meals and beverages and shall be collected by the establishments or establishments licensed for on-premises consumption of alcoholic beverages, beer or wine selling the prepared meals and beverages.
- (b) The county shall provide a hospitality tax return, which shall be utilized by the provider of the services to calculate the amount of hospitality taxes collected and due. Payment shall be made to Beaufort County and shall be made at the same time as the return is required to be filed as provided below.
- (c) The hospitality tax collected by the provider of the services as required herein shall be remitted to the County of Beaufort, South Carolina, as follows:
 - (1) Payment shall be collected and remitted monthly starting January 1, 2010 and each month thereafter.
 - (2) Payments are due on or before the twentieth day following the end of the filing period.
- (d) An interest-bearing restricted account, kept in a separate fund segregated from the county's general fund and to be known as "The County of Beaufort, South Carolina, Local Hospitality Tax Account" is hereby established. All revenue and interest generated by the local hospitality tax shall be deposited into this account. The County of Beaufort, South Carolina, Hospitality Tax Account, shall be controlled by the county administrator for the County of Beaufort, South Carolina. The principal and any accrued interest thereon shall be spent only as provided herein.
- (e)

Deposits into "The County of Beaufort, South Carolina, Hospitality Tax Account" may also include appropriations from the general fund by the county council and voluntary contributions of money and other liquid assets from any source. Once any such funds are so deposited, the funds become dedicated funds and may only be spent as provided herein.

(Ord. No. 2005/9, § 3, 3-28-2005; Ord. No. 2009/35, 10-12-2009)

Sec. 66-534. - Permitted uses of hospitality tax funds.

- (a) The county council is hereby authorized to utilize the funds collected from the imposition and collection of the hospitality tax and other funds deposited into "The County of Beaufort, South Carolina, Hospitality Tax Account." The revenue generated by the hospitality tax must be used exclusively for the following purposes:
- (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;
 - (2) Tourism-related cultural, recreational, historic facilities, or land acquisition;
 - (3) River/beach access and renourishment;
 - (4) Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;
 - (5) Advertisements and promotions related to tourism development;
 - (6) Water and sewer infrastructure to serve tourism-related demand; and
 - (7) The operation and maintenance of those items provided in (a)(1) through (a)(6) above, including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.
 - (8) For all other proper purposes including those set forth herein.
- (b) Authorization to utilize any funds from the "County of Beaufort, South Carolina, Hospitality Tax Account," shall be by ordinance duly adopted by the county council for the County of Beaufort, South Carolina.

(Ord. No. 2005/9, § 4, 3-28-2005)

Sec. 66-535. - Inspections and audits.

- (a)

For the purpose of enforcing the provisions of this article, the license official or other authorized agent of the County of Beaufort, South Carolina, is empowered to enter upon the premises of any person or establishment subject to this article to make inspections, examine and audit books and records of such person or establishment.

- (b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours' written notice. In the event that the audit reveals that false information has been filed by the remitter, the costs of the audit shall be added to the correct amount determined to be due in addition to the penalties provided herein. The license official may make systematic inspections of all businesses within the unincorporated areas of the County of Beaufort, South Carolina, to ensure compliance with this chapter.

(Ord. No. 2005/9, § 5, 3-28-2005; Ord. No. 2009/35, 10-12-2009)

Sec. 66-536. - Violations and penalty.

- (a) It shall be a violation of this chapter to:
- (1) Fail to collect the hospitality tax in connection with the sale of prepared meals and beverages sold in establishments in the unincorporated areas of Beaufort County.
 - (2) Fail to remit to the County of Beaufort, South Carolina, any hospitality taxes collected pursuant to this article by the twentieth day of the following month, as set forth herein.
 - (3) Knowingly provide false information on a return submitted to the County of Beaufort, South Carolina, as set forth herein.
 - (4) Fail or refuse to provide books and records to an authorized agent of the County of Beaufort, South Carolina, for the purpose of an examination or audit upon 24 hours' written notice as provided herein.
- (b) In the event that hospitality taxes are not timely remitted to the County of Beaufort, South Carolina as provided herein, the person or establishment failing to remit shall also pay a penalty equal to one and one-half percent of the unpaid amount for each month or portion thereof that such taxes remain unpaid.
- (c)

A person or establishment failing or refusing to timely file a return and make appropriate payment and/or provide books and records as provided herein may be subject to a conviction for a violation hereof. The violator shall be guilty of a misdemeanor and subject to the penalties provided in section 1-6 of the Code of the County Council of Beaufort County, South Carolina.

- (d) Upon identification of a delinquent account, the director of business license or his/her designee has the authority to establish payment plans, revenue procedures, and reduce or waive penalties based on the revenue procedures as adopted with this amendment.

(Ord. No. 2005/9, § 6, 3-28-2005; Ord. No. 2009/35, 10-12-2009)

Sec. 66-537. - Management and use of hospitality tax.

- (a) Fund the approved annual operating expenditures of the program at an amount not to exceed eight percent of the funds collected;
- (b) Allocate the remaining balance through the county's annual budget process; except
- (c) County council may make emergency appropriations as provided in 2020 Ordinance number 2020/46 by approval of a resolution.

(Ord. No. 2005/9, § 7, 3-28-2005; Ord. No. 2020/46, § 3, 10-26-2020)

Sec. 66-538. - Applicability and effective date.

- (a) This article shall become effective on October 12, 2009.
- (b) The director of business license department is authorized to adopt guidelines, policies and procedures to implement this article.

(Ord. No. 2009/35, 10-12-2009)

Sec. 66-539. - Severability.

If any part of the ordinance is held by a court of competent jurisdiction be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Beaufort County, South Carolina, to pass this Ordinance [Ord. No. 2009/35] without such unconstitutional, illegal or invalid provision, and the remainder of this Ordinance shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this article or any provision thereof is held by a court of competent jurisdiction to be

Item 3.

inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

(Ord. No. 2009/35, 10-12-2009.)

Sec. 66-41. - Authority.

This article is enacted pursuant to the authority S.C. Code § 4-9-30 (1976, as amended) which provides that the county may adopt all ordinances which appear necessary and proper for the security, general welfare and convenience of the county and for the preservation of the general health, peace and order in the county and S.C. Code § 6-1-500 et seq. (1976, as amended) which expressly provides authorization for the imposition of a local accommodations tax.

(Ord. No. 2002-11, § 1, 3-11-2002; Ord. No. 2005/10, § 1, 3-28-2005)

Sec. 66-42. - Local (3%) accommodations tax—definitions.

- (a) *Tourist* and *transient* means a person traveling to and staying in places outside his or her usual environment for one night or more for leisure, business, or any other purpose for consideration within the unincorporated areas of Beaufort County, South Carolina. A person meeting this definition may be staying in places of public accommodations such as hotels, motels, inns, condominium, bed and breakfasts, tourist courts, campgrounds or the residences of family or friends for consideration.
- (b) *Local accommodations tax* means a tax on the gross proceeds derived from the rental or charges for any rooms, campground spaces, lodgings, or sleeping accommodations furnished to transients by any hotel, inn, tourist court, tourist camp, motel, campground, residence or any place in which rooms, lodgings, or sleeping accommodations are furnished to transients for consideration. This tax does not apply where the facilities consist of less than six sleeping rooms, contained on the same premises, which is used as the individual's place of abode. The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same person for a period of 90 continuous days are not considered proceeds from transients. The tax imposed herein does not apply to additional guest charges as defined in S.C. Code § 12-36-920(B) (1976, as amended).
- (c) A local accommodations tax equal to three percent is hereby imposed on the gross proceeds derived from the rental of any room(s) (excluding meeting rooms) as provided above.

(Ord. No. 2002-11, § 2, 3-11-2002; Ord. No. 2005/10, § 2, 3-28-2005; Ord. No. 2009/15, 3-30-2009)

Sec. 66-43. - Payment of local (3%) accommodations tax.

- (a)

Payment of the local accommodations tax established herein shall be the liability of the consumer of the services described herein. The local accommodations tax shall be paid at the time of delivery of the services to which the local accommodations tax applies, and shall be collected by the provider of the services.

- (b) The county shall provide a local accommodations tax return, which shall be utilized by the provider of the services to calculate the amount of local accommodation taxes collected and due. Payment shall be made to Beaufort County and shall be made at the same time the return is required to be filed as provided below.

Real estate agents, brokers, corporations, or listing services required to remit taxes under this article must notify the county if rental property, previously listed by them, is dropped from their listings. The notice shall be on a form provided by the county.

- (c) The local accommodations tax collected by the provider of the services as required herein shall be remitted to the County of Beaufort, South Carolina, as follows:
- (1) Payment shall be collected and remitted monthly starting January 1, 2010 and each month thereafter.
 - (2) Payments are due on or before the twentieth day following the end of the filing period.
- (d) An interest-bearing restricted account, kept in a separate fund segregated from the county's general fund and to be known as "The County of Beaufort, South Carolina, Local Accommodations Tax Account" is hereby established. All revenue and interest generated by the local accommodations tax shall be deposited into this account. "The County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be controlled by the county administrator for the County of Beaufort, South Carolina. The principal and any accrued interest thereon shall be spent only as provided herein.
- (e) Deposits into "The County of Beaufort, South Carolina, Local Accommodations Tax Account" may also include appropriations from the general fund by the county council and voluntary contributions of money and other liquid assets from any source. Once any such funds are so deposited, the funds become dedicated funds and may only be spent as provided herein.

(Ord. No. 2002-11, § 3, 3-11-2002; Ord. No. 2005/10, § 3, 3-28-2005; Ord. No. 2009/15, 3-30-2009; Ord. No. 2009/36, 10-12-2009.)

Sec. 66-44. - Permitted uses of local (3%) accommodations tax funds.

- (a) The county council is hereby authorized to utilize the funds collected from the imposition and collection of the local accommodations tax and other funds deposited into "The County of Beaufort, South Carolina, Local Accommodations Tax Account." The revenue generated by the local accommodations tax must be used exclusively for the following purposes:
- (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;
 - (2) Cultural, recreational, or historic facilities;
 - (3) River/beach access and renourishment;
 - (4) Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;
 - (5) Advertisements and promotions related to tourism development;
 - (6) Water and sewer infrastructure to serve tourism-related demand; and
 - (7) The operation and maintenance of those items provided in (a)(1) through (a)(6) above, including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.
 - (8) For all other proper purposes including those set forth herein.
- (b) Authorization to utilize any funds from the "County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be by ordinance duly adopted by the county council for the County of Beaufort, South Carolina, except for expenditures following an emergency as provided in Ordinance 2020/46, which may be authorized by approval of a resolution.

(Ord. No. 2002-11, § 4, 3-11-2002; Ord. No. 2005/10, § 4, 3-28-2005; Ord. No. 2009/15, 3-30-2009; Ord. No. 2020/46, § 2, 10-26-2020.)

Sec. 66-45. - Inspections and audits.

- (a) For the purpose of enforcing the provisions of this article, the license official or other authorized agent of the County of Beaufort, South Carolina, is empowered to enter upon the premises of any person or establishment subject to this article to make inspections, examine and audit books and records of such person or establishment.
- (b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon 24 hours' written notice. In the event that the audit reveals that false information has been filed by the remitter, the

costs of the audit shall be added to the correct amount determined to be due in addition to the penalties provided herein. The license official may make systematic inspections of all businesses within the unincorporated areas of the County of Beaufort, South Carolina, to ensure compliance with this chapter.

(Ord. No. 2002-11, § 5, 3-11-2002; Ord. No. 2005/10, § 5, 3-28-2005; Ord. No. 2009/36, 10-12-2009)

Sec. 66-46. - Violations and penalty.

(a) It shall be a violation of this chapter to:

- (1) Fail to collect the local accommodations tax in connection with the rental of accommodations to tourists or transients as set forth herein.
- (2) Fail to remit to the County of Beaufort, South Carolina, any local accommodations taxes collected pursuant to this article by the twentieth day of the following month, as set forth herein.
- (3) Knowingly provide false information on a return submitted to the County of Beaufort, South Carolina, as set forth herein.
- (4) Fail or refuse to provide books and records to an authorized agent of the County of Beaufort, South Carolina, for the purpose of an examination or audit upon 24 hours' written notice as provided herein.

(b) In the event that local accommodations taxes are not timely remitted to the County of Beaufort, South Carolina as provided herein, the person or establishment failing to remit shall also pay a penalty equal to one and one-half percent of the unpaid amount for each month or portion thereof that such taxes remain unpaid.

(c) A person or establishment failing or refusing to timely file a return and make appropriate payment and/or provide books and records as provided herein may be subject to a conviction for a violation hereof. The violator shall be guilty of a misdemeanor and subject to the penalties provided in section 1-6 of the Code of the County Council of Beaufort County, South Carolina.

(d) Upon identification of a delinquent account, the director of business license or his/her designee has the authority to establish payment plans, revenue procedures, and reduce or waive penalties based on the revenue procedures as adopted with this amendment.

(Ord. No. 2002-11, § 6, 3-11-2002; Ord. No. 2005/10, § 6, 3-28-2005; Ord. No. 2009/36, 10-12-

2009)

Sec. 66-47. - Management and use of local (3%) accommodations tax.

[The management and use of local accommodations tax is as follows:]

- (a) Fund the approved annual operating expenditures of the program at an amount not to exceed eight percent of the funds collected.
- (b) Allocate \$350,000.00 annually for advertising and promotion programs related to tourism development (subsection 66-44(a)(5)). These funds shall be allocated as follows:
 - (1) One hundred fifty thousand dollars shall be allocated to the Greater Beaufort-Port Royal Convention and Visitors Bureau for advertising, promotion and events to increase tourism within the county.
 - (2) One hundred fifty thousand dollars shall be allocated to the Hilton Head - Bluffton Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
 - (3) Fifty thousand dollars shall be allocated to the Beaufort County Black Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
 - (4) Funds shall be distributed to the designated organizations on a quarterly basis no later than 30 days after the end of the quarter.
 - (5) Advertising expenditures using these county funds cannot be spent within Beaufort County except for notifications of festivals or other events similar in nature.
- (c) Allocate the remaining balance of collections as follows:
 - (1) Twenty percent to establish a reserve fund for emergency or other unforeseen needs;
 - (2) Twenty percent for river/beach access and renourishment (subsection 66-44(a)(3));
 - (3) Sixty percent for tourism-related buildings, including, but not limited to, civic centers, coliseums and aquariums (subsection 66-44(a)(1)); cultural, recreational, or historic facilities; highways, roads, streets, bridges and boat ramps providing access to tourist destinations (subsection 66-44(a)(2)); water

and sewer infrastructure to serve tourism-related demand (subsection 66-44(a) (6); the operation and maintenance, including police, fire protection, emergency medical services and emergency preparedness operating directly attendant to those facilities as referenced above (subsection 66-44(a)(7)); and for all other proper purposes (subsection 66-44(a)(8)).

(d) In accordance with state law, the three chambers shall submit for approval a budget of planned expenditures. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the county.

(e) Any changes to this section of the code shall go into effect after July 1, 2009.

(Ord. No. 2002-11, § 7, 3-11-2002; Ord. No. 2005/10, § 7, 3-28-2005; Ord. No. 2009/15, 3-30-2009; Ord. No. 2018/22, 6-11-2018.)

Sec. 66-48. - Applicability and effective date.

(a) This division shall become effective on October 12, 2009.

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

(Ord. No. 2009/36, 10-12-2009)

Sec. 66-49. - Severability.

If any part of the ordinance is held by a court of competent jurisdiction be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Beaufort County, South Carolina, to pass this Ordinance [Ord. No. 2009/36] without such unconstitutional, illegal or invalid provision, and the remainder of this division shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this division or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

(Ord. No. 2009/36, 10-12-2009)

Sec. 66-50. - Reserved.

ORDINANCE NO. 2021/ ____

AN ORDINANCE TO APPROPRIATE GRANT AWARDS TO LOCAL ENTITIES FROM THE COUNTY'S LOCAL (3%) ACCOMMODATIONS TAX AND LOCAL HOSPITALITY TAX COLLECTIONS FOR THE YEAR ENDING JUNE 30, 2021.

WHEREAS, Beaufort County Council ("County Council") is authorized to utilize Local Accommodations Tax ("Local A-Tax") Funds for limited tourism-based purposes described in Beaufort County Code Ordinance Sec. 66-44; and

WHEREAS, Beaufort County Ordinance Sec. 66-534 describes permitted uses of the hospitality tax fund

WHEREAS, Beaufort County Code Ordinance Sec. 66-44(b) states "authorization to utilize any funds from the 'County of Beaufort, South Carolina, Local Accommodations Tax Account' shall be by ordinance duly adopted by the County Council; and

WHEREAS, Section 66-534(b) states "authorization to utilize any funds from the "County of Beaufort, South Carolina Hospitality Tax Account," shall be by ordinance duly adopted by the county council; and

WHEREAS, Beaufort County started the Local Accommodation Tax and Local Hospitality Tax application process in September of 2020, with the closing of applications on December 31, 2020. The applications were reviewed by the Local Accommodation Tax and Local Hospitality Tax Committee for compliance with the Local Statutes and their individual need and merit; and

WHEREAS, County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide the recommended funds to local entities and projects as set forth in the attached "Exhibit A" which is incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that appropriations shall be made in the form of grant awards to local entities from Beaufort County's Local Accommodations Tax Funds and Hospitality Tax Funds as set forth in the attached Exhibit A.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Jr.

ATTEST:

Sarah Brock, Clerk to Council

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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Discussion of the possible uses of fund balance from 2020.</i>
MEETING NAME AND DATE:
Finance Committee 03/15/2021
PRESENTER INFORMATION:
<i>Whitney Richland 20 Minutes</i>
ITEM BACKGROUND:
<i>As a result of the 2020 audit there is an addition to fund balance of approximately \$11million. The Chief Financial Officer would like to discuss possible uses of the available fund balance.</i>
PROJECT / ITEM NARRATIVE:
The bond refunding has been discussed with the Finance Committee, and County Council has approved the Ordinance with the third reading on 02/22/2021. The Chief Financial Officer would like to use approximately \$5 million of the 2020 additional fund balance to refund one of the bonds previously discussed in the refunding. The cost savings over the life of the refunded bond would be approximately \$5 million.
FISCAL IMPACT:
<i>By using the additional fund balance in 2020 to refund one of the bonds, it would save Beaufort County an estimated \$5 million in costs over the life of the bond.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends that the Finance Committee recommend that County Council use \$5 million in fund balance to refund bonds.
OPTIONS FOR COUNCIL MOTION:
<i>Finance Committee can approve or deny this motion. Move to Council in the form of an Ordinance for First Reading on March 22, 2021.</i>

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CASH DEFEASANCE AND REDEMPTION OF THE OUTSTANDING BALANCE OF THE ORIGINAL PRINCIPAL AMOUNT \$6,000,000 GENERAL OBLIGATION BOND, SERIES 2012E ISSUED ON OCTOBER 11, 2012, BY BEAUFORT COUNTY, SOUTH CAROLINA.

WHEREAS, pursuant to Ordinance No. 2012/3 duly enacted on February 27, 2012, by the County Council (the "County Council") of Beaufort County, South Carolina (the "County"), the County issued its \$6,000,000 General Obligation Bond, Series 2012E dated October 11, 2012 (the "Bond"). The Bond is currently outstanding in the principal amount of approximately \$5,400,000; and

WHEREAS, the Bond provides that:

The County reserves the right to redeem this Bond at its option in whole at any time or in part at any time and from time to time, provided, however, that any such payment of principal upon redemption shall be accompanied by the interest accrued on the Bond to the date fixed for redemption. There shall be no premium paid by the County upon any redemption of this Bond.

WHEREAS, the County's senior staff has informed the County Council that it is fiscally advantageous to defease and redeem the Bond and by doing so, the County could realize a significant savings in interest costs over the life of the Bond.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF THE COUNTY, AS FOLLOWS:

1. The County Council hereby approves the cash defeasance and redemption of the Bond from legally-available funds of the County.

2. The County Council hereby authorizes the County Administrator to take all actions to accomplish the cash defeasance and redemption.

Enacted this _____ day of _____, 2021.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk to County Council

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

Beaufort County, South Carolina
 Carryover Budget FY 2021

Description	Carryover Amount	Remaining Balance
GENERAL FUND		
Sheriff's Department		
Six Dodge Durangos	194,574	-
Geo Validation Upgrade	10,920	-
Install Two transfer switches for Shelter for emergencies	10,823	-
Four Computers	8,638	-
DNA Lab Expansion	461,176	25,027
DNA processing	5,000	-
Total Sheriff's Department	691,131	25,027
Public Works		
Repairing boat ramp Daufuskie Island	11,586	-
Repairing boat ramp Grays Hill	12,725	-
Bluffton Sound Wall	4,800	-
Broad River Blvd sidewalk repair	18,759	18,759
Total Public Works	47,870	18,759
Roads & Drainage		
Glass Crusher Shed	2,129	-
Repairing boat ramp Sands/ Sam's Point	7,475	-
Total Roads & Drainage	9,604	-
Mosquito Control		
Mosquito Control hanger heaters	21,214	21,214
Total Mosquito Control	21,214	21,214
Parks & Recreation		
2020 F250	28,579	-
Tennis or Pickle Ball Courts	65,000	23,550
Total Parks & Recreation	93,579	23,550
Animal Services		
Van for Animal Services	30,000	-
Total Animal Services	30,000	-
Treasurer's Office - General Fund Request		
Beaufort/ Bluffton/ Hilton Head Island Camera Update	12,610	-
Treasurer's Office	12,610	-

Beaufort County, South Carolina
Carryover Budget FY 2021

Description	Carryover Amount	Remaining Balance
Facilities Maintenance		
278 Landscaping	13,112	2,384
BW lighting	1,587	-
Install doors Lind Brown Center	3,332	-
Administration Roof Repair	4,799	3,330
Wetland delineation Camp St. Mary's	400	-
Survey Camp St. Mary's	930	-
Hilton Head Island Library roof repair	1,928	-
LEC Generator	72,283	-
Detention Center Water Heater	127,196	-
Detention Center Roof Top Unit	11,687	11,687
Detention Center Kitchen Hood	1,890	-
Detention Center Cooler/Freezer	4,051	-
Detention Center Generator	157,511	-
Pools Architecture & Engineering	23,750	-
Architecture & Engineering new building	9,372	-
Total Facilities Maintenance	433,829	17,401
 Total Budget Amendment for General Fund	1,339,836	105,951
 SPECIAL REVENUE FUND		
Treasurer's Office - Special Revenue Fund Request		
Beaufort/ Bluffton/ Hilton Head Island Camera Update	12,610	-
Treasurer's Office	12,610	-
 STORMWATER PROPRIETARY FUND		
Stormwater		
Engineering service outfall erosion issues	3,320	-
Stormwater retention pond	20,550	20,550
Design & construct a regional stormwater best	22,764	22,764
Oak Marsh Plantation Drainage Improvements	6,725	-
Pine Tree & Water Oak Tree Removed & Dismantled	2,000	-
Remove & Install Drainage Pipe	2,800	-
Light bar install	2,053	-
International HX620 6x4 Dump Truck	164,779	-
International HX620 6x4 Dump Truck	164,779	-
Brewer Memorial Park BMP Demonstration	43,106	-
Sub watershed Regional Detention Center	265,806	163,713
Study & investigate to evaluate the current condition & capacity of the Stormwater Drainage Facilities	54,250	-
Total Stormwater	752,931	207,027
 Total	2,105,378	312,978



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Contract to award ITB031021 for purchase of timber to S. A. Allen Timber Company
MEETING NAME AND DATE:
Natural Resource Committee, April 5, 2021
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager 10 minutes
ITEM BACKGROUND:
June 22, 2020 County Council approved a 4 year contract extension with Morrison Forestry to implement the Forest Management Plan and Activity Schedule
PROJECT / ITEM NARRATIVE:
On March 10, 2021, Beaufort County received one bid proposal from S. A. Allen Timber for the purchase of timber on six County owned properties. The County's certified forester contractor and agent, Morrison Forestry, reviewed the purchase prices for each of the timber products and recommends approval of the submitted bid.
FISCAL IMPACT:
Anticipated revenue from the timber harvest purchase is \$297,144. This figure could fluctuate dependent upon actual tonnage harvested.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommend approval of the bid proposal and contract award to S. A. Allen Timber for the purchase of timber on the identified properties.
OPTIONS FOR COUNCIL MOTION:
Motion to recommend approval and forward to County Council on April 12, 2021 the contract award to S. A. Allen Timber for the purchase of timber on the identified County owned properties as stated in ITB031021, the bid proposal and the Morrison Forestry Memorandum.



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

TO: Councilwoman Alice Howard, Chairman, Natural Resources Committee

FROM: Dave Thomas, CPPPO, Purchasing Director

SUBJ: **Recommendation of Contract Award for ITB#031021 Timber Harvest Groups 1 & 2 for Beaufort County**

DATE: **March 19, 2021**

BACKGROUND: On March 10, 2021, Beaufort County received one proposal for the purchase of timber for several Beaufort County properties in Beaufort, South Carolina. This purchase includes harvest of identified pine stands on six (6) properties for an estimated harvest area of 233 acres. Harvesting is anticipated to be completed within twelve (12) months of contract execution. The evaluation committee consisting of Stefanie M. Nagid, Beaufort County Passive Parks Manager and Stroh Morrison, Morrison Forestry & Real Estate Company (County's agent) evaluated the bid and recommend approval as stated in the attached Memorandum from Mr. Morrison.

FUNDING: Revenue from the timber harvest purchase is anticipated to be \$297,144 and will be deposited into the Passive Parks timber harvest revenue account (45020001-47430), which will be used for future passive park property management and maintenance activities.

FOR ACTION: Natural Resources Committee meeting on Monday, April 5, 2021 at 3:30 p.m. for recommendation to the April 12, 2021 County Council meeting for final approval.

RECOMMENDATION: The Planning and Zoning Department recommends that the Natural Resources Committee approve the contract award to S. A. Allen Timber for the purchase of timber as stated in the attached Memorandum.

CC: Eric Greenway, Interim County Administrator
 Whitney Richland, Chief Financial Officer
 Rob Merchant, Acting Planning and Zoning Department Director
 Stefanie M. Nagid, Passive Parks Manager

Att: Morrison Memorandum, S. A. Allen Timber Bid Proposal

Morrison Forestry & Real Estate Company, Inc.
"Timber & Land - Sales, Management & Appraisals"



Harry S. Morrison, Jr
1927-2002

H. Stro Morrison, III - ACF
Forester
SC Reg. No 791
GA Reg. No. 2636
NC Reg. No. 1709
SAF Certified No. 1252
Real Estate Salesmen - SC
943-6601 Mobile

1469 Browning Gate Road
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Michael T. Greene
Forest Technician
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H. Stroh Morrison, IV - ACF
Forester
SC Reg. No. 1705
GA Reg. No. 2914
NC Reg. No. 1710
SAF Certified No. 3997
Broker In Charge - SC, GA, NC
942-0479 Mobile

Greg Moore
Forest Technician
842-8474 Mobile

Karen C. Mixon
Administrative Assistant

F. Williams Morrison
Forester/Wildlife Biologist
943-6577 Mobile

Memorandum

TO: Beaufort County Planning and Zoning Department
Stefanie Nagid

FROM: Morrison Forestry & Real Estate Company
H. Stroh Morrison IV *[Signature]*

DATE: March 15, 2021

SUBJECT: IFB #031021 – Timber Harvest Groups 1 & 2 – Summary and Recommendations

Per your request, I am writing to provide you with a summary of the bid submitted by S.A. Allen Timber, LLC to Beaufort County (IFB #031021) on March 10, 2021, for the purchase of Timber Harvest Groups 1 & 2. Also included is my recommendation for acceptance of this bid.

• Bid Summary:

Following is a summary of the bid submitted by S.A. Allen Timber, LLC (SAAT):

<u>Forest Product</u>	<u>Product Specs</u>	<u>Per Ton Price</u>
12" Pine Export Logs	(12" Top – Cut to Length of 19'4")	\$ 36.00
10" Pine Export Logs	(10" Top – Cut to Length of 19'4")	\$ 32.00
8" Pine Export Logs	(8" Top – Cut to Length of 19'4")	\$ 28.00
Pine Super Pulp	(4" Top – 30' Minimum Length)	\$ 19.20
Pine Pulpwood	(2" Top – 20' Minimum Length)	\$ 11.75
Pine Tops	(Double Deck – 12' to 20' Length)	\$ 9.75
Hardwood Pulpwood	(2" Top – 30' Minimum Length)	\$ 9.25

The prices submitted by SAAT are consistent with those of current regional forest product markets, as of March 15, 2021. These prices include the different forest product types that are

found within the harvest areas of Group 1 & Group 2. The product specs will allow for favorable utilization of forest products to be harvested from the Beaufort County Properties.

SAAT included the following six Beaufort County Properties in the bid: Barrel Landing Tract, Garvey Hall Tract, Manigault Neck Tract, Okatie Evergreen Tract, Okatie Marsh Tract, and Pinckney Point Tract. The total estimated harvest area includes +/- 233 acres (Clearcut Harvest = +/- 84.4 acres; Selective Thin Harvest = +/- 148.6 acres).

• **Harvest Estimates:**

Following is a summary of the harvest estimates, provided by Morrison Forestry & Real Estate Company (MFRE):

<u>Forest Product</u>	<u>Tons</u>	<u>\$ / Ton</u>	<u>Revenue</u>
12" Pine Export Logs	291	\$ 36.00	\$ 10,476
10" Pine Export Logs	1,456	\$ 32.00	\$ 46,592
8" Pine Export Logs	4,078	\$ 28.00	\$ 114,184
Pine Super Pulp	3,589	\$ 19.20	\$ 68,909
Pine Pulpwood	2,425	\$ 11.75	\$ 28,494
Pine Tops	2,496	\$ 9.75	\$ 24,336
Hardwood Pulpwood	449	\$ 9.25	\$ 4,153
Total	14,784		\$ 297,144

Please note the following about the harvest estimates and the subsequent timber harvesting contract:

» The harvest estimates are based upon data collected by MFRE, during a forest inventory of the subject properties in 2019. While all reasonable care was taken in the collection of this field data, and in the computation of data to determine the volumes of forest products within the subject properties, and in the computation of data to determine the above harvest estimates, these figures do represent the results of a statistical sample of the forest products occurring on the entire area inventoried, and therefore cannot be guaranteed.

» The harvest estimates are based upon the assumed completion of logging operations within all +/- 233 acres of sale areas on the subject properties.

» The harvest estimates are based upon the assumed average Residual Basal Area Level of 50 Square Feet per Acre, within the selective thin areas of the subject properties, and after the completion of logging operations. MFRE will work directly with Stefanie Nagid of Beaufort County, and with David Beatty of SAAT, to determine appropriate harvesting levels for each selective thin area. Any potential modifications to harvest levels within individual forest stands will likely alter the above harvest estimates.

» The prices (\$ per ton) included in the bid from SAAT are fixed. Once a contract is executed between SAAT and Beaufort County, the prices for each individual forest product will not change during the entire term of the contract.

» Under the terms of the harvesting contract, SAAT will pay for the timber as it is cut and hauled to various export yards, sawmills, and paper mills, and Beaufort County will receive gross revenues on a weekly basis, as the timber is harvested. At contract execution, and prior to beginning harvesting operations, SAAT will be required to submit a 50% down payment based upon the total projected harvest revenue (Advance Payment = \$150,000). Beaufort County will receive this revenue in the form of this advance payment prior to beginning actual harvesting operations. Once harvesting operations begin, the advance payment is deducted from the books as SAAT cuts and hauls forest products to various mills. Once revenues from harvesting operations exceed the advance payment amount, then SAAT will pay for each ton of forest products, as the forest products are harvested, for the remainder of the contract. The proposed term of the contract is 12 months, with a 6 month wet weather extension (if needed – no logging will be allowed when the ground is subject to excessive rutting during periods of wet weather).

• **Recommendations:**

Morrison Forestry & Real Estate Company recommends that Beaufort County accept the bid from S.A. Allen Timber, LLC, for the harvests as described above, based upon the following criteria:

- » The prices submitted by SAAT are consistent with those of current regional forest product markets. In the opinion of MFRE, these are good prices for the subject properties, based upon the current market.
- » The prices include all of the different forest product types that are found within the harvest areas of Group 1 & Group 2. The product specs will allow for favorable utilization of forest products to be harvested from the subject properties.
- » SAAT specializes in both selective thin harvests and clearcut harvests. The company has been in business for many years, and maintains a favorable reputation.
- » MFRE fully endorses the work of SAAT, and of their procurement forester, David Beatty. MFRE has worked with Mr. Beatty on numerous harvests over the past 20 years. His work, and the work of his harvesting crews, is very good in the opinion of MFRE.
- » You are already familiar with the work of SAAT, and their primary harvesting crew for Beaufort County (Smith Logging), as we visited and reviewed one of their logging sites near Bluffton, SC in January 2021.

MFRE recommends that Beaufort County proceed with a harvesting contract with S.A. Allen Timber, LLC, for the harvest of +/- 233 acres within the six subject properties, as described in this memo. MFRE recommends that this harvesting contract include an advance payment of \$150,000, based upon the current harvest estimates for these properties.

Please feel free to contact me with any questions about this bid summary and recommendations.

GROUP 1 OKatie Marsh & Manigault ONLY

Price Per Unit Sale -- Bid Schedule

Forest Product	Product Specs	Per Ton Price (\$)
Pine Sawtimber		
Pine Chip & Saw		
Pine Super Pulp	4" top 30' Min. Length	19.20
Pine Pulpwood	20' or longer 2" top.	11.75
Pine Tops	Double deck 12'-20' long	9.75
Pine Export Logs	8" top. Cut 19' 4"	28.00
	10" top " " "	32.00
	12" top " " "	36.00
Pine Chips		
Other Hwd P/W	30' or longer 2" top.	9.25

Group 2

Price Per Unit Sale -- Bid Schedule

Forest Product	Product Specs	Per Ton Price (\$)
Pine Sawtimber		
Pine Chip & Saw		
Pine Super Pulp	4" top 30' min length	19.20
Pine Pulpwood	20' or longer 2" top.	11.75
Pine Tops	Double deck 12' - 20' long	9.75
Pine Export Logs	8" top, cut 19' 4" 10" " " " " 12" " " " "	28.00 32.00 36.00
Pine Chips		
Other Hwd P/W	30' or longer 2" top	9.25

REFERENCES

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

Years in business: 85

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
<u>Oketee Club</u>	<u>Ridgeland S.C.</u>	<u>Kevin Parker.</u>	<u>843 726 1107</u>
<u>F&W Forestry</u>	<u>Statesboro Ga.</u>	<u>Wade McDonald</u>	<u>229 407 0224</u>
<u>Zipperer Consultant</u>	<u>Sylvania Ga.</u>	<u>Lamar Zipperer</u>	<u>912 682 2946</u>
<u>Timber Products</u>	<u>Ridgeland S.C.</u>	<u>Coy Garbade.</u>	<u>843 226-0900</u>
<u>Morrison Forestry</u>	<u>Estill SC.</u>	<u>Stroh Morrison IV</u>	<u>803 942 0479</u>

Attachment A

12

STATE OF SOUTH CAROLINA)
) INTER-GOVERNMENTAL AGREEMENT
COUNTY OF BEAUFORT)

WHEREAS, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, have entered into a contract to purchase certain real property lying and being on Hilton Head Island, South Carolina, and which is known and described as

R511 003 000
G222 000

All that certain piece, parcel or tract of land, generally known and described as follows: All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.885 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA" prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at an concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and, thence running N 42°32' 47" W for a distance of 429.92 Feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance f 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument.

WHEREAS, the South Carolina Department of Natural Resources, by and through the "Heritage Trust" has expressed an interest in making a financial contribution toward the purchase price of the above described property, in exchange for the creation of a "Heritage Preserve" on all or a part of the property; and,

WHEREAS, the Town of Hilton Head Island, South Carolina and Beaufort County, South Carolina do not anticipate that the South Carolina Department of Natural Resources will take any action with respect to the property prior to the acquisition of the property; and,

WHEREAS, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, have reached certain agreements concerning the potential participation by the South Carolina Department of Natural Resources, which agreements are set forth herein.

Now, therefore, for and in consideration of the sum of One and no/100 (\$1.00) Dollar, as well as the full and faithful performance of the promises, obligations and covenants set forth herein, as well as other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, agree as follows:

1. This agreement concerns the below described real property:

★ All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.885 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA" prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at an concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and, thence running N 42° 32' 47" W for a distance of 429.92 Feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance of 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument (hereinafter, the Real Property).

2. Any and all decisions concerning Real Property including those related to the management, development, maintenance, use or sale or any part or all of the Real Property shall be made by joint agreement of the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina.

Any and all such agreements shall be authorized by appropriate ordinances, resolutions or motions duly adopted by the Town Council for the Town of Hilton Head Island, South Carolina, and the County Council for Beaufort County, South Carolina.

3. All expenses related to the Real Property, and all revenue realized from the Real Property, including, but not limited to, any expenses or revenue caused or realized as a result of negotiations with the South Carolina Department of Natural Resources with respect to the creation of a "Heritage Preserve" on all or any part of the Real Property, shall be divided equally between the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina.

4. The intended use of the Real Property is for a passive park and open space, development of interpretative displays regarding the shell ring and structure, and possible future development of a boat ramp or other public access to the water.

IN WITNESS WHEREOF, the Seller and the Purchaser, have, or have caused their duly authorized officers and representatives to execute this Agreement as of the date and year first above written.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Jason Smith

By: Thomas D. Peeples
Thomas D. Peeples, Mayor

Karen Knox

Attest: Stephen G. Riley
Stephen G. Riley, Town Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

Carl Allhame

By: Wm. Weston J. Newton
Wm. Weston J. Newton, Chairman

Suzanne M. Rainey

Attest: Suzanne M. Rainey
Suzanne M. Rainey, Clerk

RESOLUTION 2021/___

A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A JOINT OWNERSHIP AND OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND FOR THE PROPERTY KNOWN AS FORD SHELL RING PRESERVE

WHEREAS, Beaufort County (“County”) and the Town of Hilton Head Island (“Town”) are joint owners of certain real property in Beaufort County, South Carolina known as Ford Shell Ring Preserve (R511 003 000 0222 0000) (“Property”) on Hilton Head Island under and by virtue of that certain general warranty deed dated May 19, 2003, and recorded in the Beaufort County Register of Deeds at Deed Book 01766, Page 0159, Beaufort County, South Carolina; and

WHEREAS, the County is the owner of a 50% undivided interest in the Property and the Town is the owner of a 50% undivided interest in the Property; and

WHEREAS, the County and Town entered into an Inter-Governmental Agreement at the time of acquisition, which states the intended use of the Property is for a passive park and open space and is attached hereto and incorporated by reference as “Attachment A”; and

WHEREAS, the County and Town intend by this Joint Ownership and Operating Agreement (“JOA”) to delineate their respective rights, duties, and obligations respecting the joint ownership, use and maintenance of the Property as a passive park for public use and passive recreation with the development of public access, parking area, earthen trail and interpretive signage, which is attached hereto and incorporated by reference as “Attachment B”; and

WHEREAS, in November 2019 the County approved \$250,000 of Rural and Critical Lands Preservation bond funds to be used towards the planning and construction of a passive park on Ford Shell Ring Preserve (R2019/49); and

WHEREAS, in March 2021 the Town approved the conceptual plan and execution of the JOA for Ford Shell Ring Preserve.

NOW THEREFORE, BE IT RESOLVED, BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the Interim County Administrator to execute the Ford Shell Ring Preserve Joint Ownership and Operating Agreement with the Town of Hilton Head Island, attached hereto as Attachment B and incorporated herein fully as if repeated verbatim.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock
Clerk to Council

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **FORD SHELL RING PRESERVE
) JOINT OWNERSHIP and
) OPERATING AGREEMENT**

THIS FORD SHELL RING PRESERVE JOINT OWNERSHIP AND OPERATING AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 2021 by and between Beaufort County, a political subdivision of the State of South Carolina (“County”), and the Town of Hilton Head Island, a political subdivision of the State of South Carolina (“Town”); collectively hereinafter referred to as the “Parties”.

WHEREAS, the County and Town are joint owners of certain real property in Beaufort County, South Carolina known as Ford Shell Ring Preserve on Hilton Head Island under and by virtue of that certain general warranty deed dated May 19, 2003, and recorded in the Beaufort County Register of Deeds at Deed Book 01766, Page 0159, Beaufort County, South Carolina (said real property referred to hereinafter as the “Property”); and

WHEREAS, the County is the owner of a 50% undivided interest in the Property and the Town is the owner of a 50% undivided interest in the Property; and

WHEREAS, the County and Town entered into an Inter-Governmental Agreement at the time of acquisition, which is attached hereto and incorporated by reference as “Exhibit A”; and

WHEREAS, the County and Town intend by this Joint Ownership and Operating Agreement to delineate their respective rights, duties, and obligations respecting the joint ownership and use of the Property.

NOW, THEREFORE, in consideration of the Property and in consideration of the mutual promise, covenants, terms and conditions set forth herein, the Parties mutually agree as follows:

1. PROPERTY DESCRIPTION

The Property consists of 6.885 acres, known as the Ford Shell Ring Preserve, with the current TMS No. R511 003 000 0222 0000. The Property is further described by the legal description attached hereto and incorporated by reference as “Exhibit B”.

2. JOINT OWNERSHIP

It is acknowledged that the Parties jointly own the Property and the respective shares of ownership of the owners are as follows:

Beaufort County	50% undivided interest
Town of Hilton Head Island	50% undivided interest

The Parties intend that the Property shall be used as a passive park and open space with the development of interpretive displays regarding the shell ring and structure for the education and passive recreation enjoyment of the citizens of Beaufort County as provided for in this Agreement.

a. **Ownership Liability.** The percentage of ownership stated in this Section shall not be construed as a percentage of liability, and the Parties shall be equally liable for any claims pursuant to Section 12(c) of this Agreement.

3. TERM

The term of this Agreement shall cover a period of twenty-five (25) years, commencing on the entered upon date, unless terminated sooner pursuant to the provisions in this Agreement. The term of this Agreement may be extended for three (3) additional twenty-five (25) year terms upon the mutual agreement and written approval of both the County and Town.

4. USE OF PROPERTY

The Property shall be used as a passive park and open space for passive recreation open to the public; and subject to all applicable County rules and regulations.

a. **Access to Property.** The Property shall be open to the public seven (7) days a week from dawn to dusk. Pursuant to Beaufort County Ordinance 2018/53 Section 91-104, operating hours shall be posted at the Property’s designated entrance.

b. **Recreation Plan.** The Parties agree to develop the Property according to the passive recreation site plan, attached hereto and incorporated by reference as “Exhibit C”.

c. **Archaeological Society of South Carolina Hilton Head Chapter.** The County and Town will enter into a Use Agreement with the Archaeological Society of South Carolina Hilton Head Chapter (“ASSC-HH”) whereby ASSC-HH will provide interpretive tours of the Property, monthly site inspections, litter pickups and minor trail maintenance.

5. ROUTINE AND MAJOR MAINTENANCE

County shall be responsible for major maintenance of the Property. Major maintenance shall include but not be limited to repair of the fences, gates, parking area and interpretive signage now or hereinafter erected on the Property.

Town shall be responsible for routine maintenance of the Property. Routine maintenance shall include but not be limited to trail mowing, sign cleaning and opening/closing the entrance gate.

There will be no utilities on the property.

6. MAJOR ALTERATIONS AND CAPITAL IMPROVMENTS

Any major alterations or capital improvements on the Property shall be mutually agreed to by both Parties and shall be undertaken under the supervision of the County and their policies and procedures. The cost of such major repairs or capital improvements shall be the County’s responsibility. For purposes of this Agreement the term “major alteration” or “capital improvement” shall be deemed to be any alteration or capital improvement having a cost or expense including all labor, materials, permits, and related items totaling in excess of \$2,500.00.

7. INSURANCE

County and Town each shall at all times maintain a policy of tort and/or general liability insurance with limits of liability of at last \$1,000,000.00 per occurrence. All policies of insurance shall name the County and Town as additional insureds on said policies.

8. SECURITY AND INSPECTIONS

It shall be the duty of County to assure adequate security is maintained on the Property through the maintenance of the fences and gates.

It shall be the duty of Town to adhere to the security plan and measures, as mutually agreed upon by the Parties, and to assure that gates and secured areas remain locked when the Property is not in use.

9. NOTICE

Each party shall give the other notice of any adverse circumstances or situations arising in connection with the use of the Property including notice of any claim or dispute arising from its use. Any such notice including and any other notice necessary or appropriate under this Agreement shall be given as follows:

To Town: Town of Hilton Head Island
Attn: Town Manager
One Town Center Court
Hilton Head Island, SC 29928

To County: Beaufort County
Attn: County Administrator
P.O. Box 1228
Beaufort, SC 29901

10. BREACH OF CONTRACT

If a party to this Agreement determines that the other party is in breach of the terms of this Agreement, the claiming party shall notify the other party of the breach with a First Notice and request voluntary compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the other party of such breach with a Second Notice and demand corrective action. If the noticed party fails to cure the breach within sixty (60) days after receipt of the Second Notice, the parties shall submit the issue to a mediator as set forth herein below for resolution.

11. TERMINATION

Either party shall have the right to terminate this Agreement for any reason upon six (6) months' prior written notice beginning with the delivery to and acceptance of the designated authority of the other party.

- a. **Disputes.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. If the parties cannot agree upon a mediator, one shall be chosen by the attorney for the Town of Hilton Head Island. The parties shall share in the cost of mediation.
- b. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this Agreement. If there are conflicting terms between this Agreement and any documents merged into this Agreement, including the Inter-Governmental Agreement as provided in Exhibit A, this Agreement shall supersede.
- c. **Amendment or Modification.** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed

by both Parties to this Agreement.

- d. ***Binding Nature and Assignment.*** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.
- e. ***No Third Party Beneficiaries.*** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.
- f. ***Counterparts.*** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.
- g. ***Captions.*** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
- h. ***Severability.*** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
- i. ***Waiver.*** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.
- j. ***Applicable Law.*** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

12. OTHER PROVISIONS

- a. ***Definition of Terms.*** For the purpose of this Agreement, all terms, specifically “passive park” and “passive recreation”, shall be defined pursuant to Beaufort County Ordinance 2018-53.
- b. ***Mutual Cooperation.*** The Parties shall cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this Agreement.
- c. ***Liability.*** To the extent the law provides, each Party shall be responsible for its own acts, omissions and negligence and shall not be responsible for the acts, omission and negligence of the other Party. Neither party shall be liable to the other party for any claims, demands, expenses, liabilities or losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services or responsibilities pursuant to this Agreement.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

BEAUFORT COUNTY

By: _____
Name: Eric Greenway
Title: Interim County Administrator

TOWN OF HILTON HEAD ISLAND

By: _____
Name: Marc Orlando
Title: Town Manager

Exhibit A

12

STATE OF SOUTH CAROLINA)
) INTER-GOVERNMENTAL AGREEMENT
COUNTY OF BEAUFORT)

WHEREAS, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, have entered into a contract to purchase certain real property lying and being on Hilton Head Island, South Carolina, and which is known and described as

All that certain piece, parcel or tract of land, generally known and described as follows: All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.885 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF

R511 003 000
G222 0000

* LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA" prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at an concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and, thence running N 42° 32' 47" W for a distance of 429.92 Feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance f 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument.

WHEREAS, the South Carolina Department of Natural Resources, by and through the "Heritage Trust" has expressed an interest in making a financial contribution toward the purchase price of the above described property, in exchange for the creation of a "Heritage Preserve" on all or a part of the property; and,

WHEREAS, the Town of Hilton Head Island, South Carolina and Beaufort County, South Carolina do not anticipate that the South Carolina Department of Natural Resources will take any action with respect to the property prior to the acquisition of the property; and,

WHEREAS, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, have reached certain agreements concerning the potential participation by the South Carolina Department of Natural Resources, which agreements are set forth herein.

Now, therefore, for and in consideration of the sum of One and no/100 (\$1.00) Dollar, as well as the full and faithful performance of the promises, obligations and covenants set forth herein, as well as other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, agree as follows:

1. This agreement concerns the below described real property:

★ All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.885 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA" prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at an concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and, thence running N 42° 32' 47" W for a distance of 429.92 Feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance of 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument (hereinafter, the Real Property).

2. Any and all decisions concerning Real Property including those related to the management, development, maintenance, use or sale or any part or all of the Real Property shall be made by joint agreement of the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina.

Any and all such agreements shall be authorized by appropriate ordinances, resolutions or motions duly adopted by the Town Council for the Town of Hilton Head Island, South Carolina, and the County Council for Beaufort County, South Carolina.

3. All expenses related to the Real Property, and all revenue realized from the Real Property, including, but not limited to, any expenses or revenue caused or realized as a result of negotiations with the South Carolina Department of Natural Resources with respect to the creation of a "Heritage Preserve" on all or any part of the Real Property, shall be divided equally between the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina.

4. The intended use of the Real Property is for a passive park and open space, development of interpretative displays regarding the shell ring and structure, and possible future development of a boat ramp or other public access to the water.

IN WITNESS WHEREOF, the Seller and the Purchaser, have, or have caused their duly authorized officers and representatives to execute this Agreement as of the date and year first above written.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Jason Smith

By: Thomas D. Peeples
Thomas D. Peeples, Mayor

Karen Knox

Attest: Stephen G. Riley
Stephen G. Riley, Town Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

Carl Allhame

By: Wm. Weston J. Newton
Wm. Weston J. Newton, Chairman

Suzanne M. Rainey

Attest: Suzanne M. Rainey
Suzanne M. Rainey, Clerk

EXHIBIT B*Legal Description*

All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.885 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA"* prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at a concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64 feet, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60 feet, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and thence running N 42° 32' 47" W for a distance of 429.92 feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance of 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument.

*Property ID (PIN): R511 003 000 0222 0000

EXHIBIT C

Conceptual Site Plan





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A JOINT OWNERSHIP AND OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND FOR THE PROPERTY KNOWN AS FORD SHELL RING PRESERVE
MEETING NAME AND DATE:
Natural Resources Committee, April 5, 2021
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager (10 minutes)
ITEM BACKGROUND:
November 2019: County Council approved funding for planning and construction (R2019/49) March 2021: Town Council of Hilton Head Island approved recommendation to enter into a JOA with the County
PROJECT / ITEM NARRATIVE:
At the time of the Property acquisition in 2003, an Inter-governmental Agreement was signed between the County and the Town of Hilton Head Island that states the intended use of the property is for a passive park. In November 2019, County Council approved Rural and Critical Lands Preservation bond funding to be used towards the planning and construction of a passive park on the Property. The Town of Hilton Head Council approved the Property conceptual plan and the recommendation to enter into a JOA with the County for maintenance of the Property upon completion of passive park improvements.
FISCAL IMPACT:
\$250,000 of Rural and Critical Lands Preservation bond funds have been allocated in account 45020011-54429 for the planning and construction of passive park improvements on the Property
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the JOA as written
OPTIONS FOR COUNCIL MOTION:
Motion to approve a recommendation to move forward to County Council on April 12, 2021 for adoption of a resolution to authorize the interim county administrator to execute a joint ownership and operating agreement between Beaufort County and the Town of Hilton Head Island for the property known as Ford Shell Ring Preserve.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A JOINT OWNERSHIP AND OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND FOR THE PROPERTY KNOWN AS FORD SHELL RING PRESERVE
MEETING NAME AND DATE:
County Council, April 12, 2021
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager (10 minutes)
ITEM BACKGROUND:
November 2019: County Council approved funding for planning and construction (R2019/49) March 2021: Town Council of Hilton Head Island approved recommendation to enter into a JOA with the County April 5, 2021: Natural Resource Committee recommended approval to enter into a JOA between Beaufort County and the Town of Hilton Head Island for Ford Shell Ring Preserve
PROJECT / ITEM NARRATIVE:
At the time of the Property acquisition in 2003, an Inter-governmental Agreement was signed between the County and the Town of Hilton Head Island that states the intended use of the property is for a passive park. In November 2019, County Council approved Rural and Critical Lands Preservation bond funding to be used towards the planning and construction of a passive park on the Property. The Town of Hilton Head Council and the County Natural Resource Committee approved the Property conceptual plan and the recommendation to enter into a JOA with the County for maintenance of the Property upon completion of passive park improvements.
FISCAL IMPACT:
\$250,000 of Rural and Critical Lands Preservation bond funds have been allocated in account 45020011-54429 for the planning and construction of passive park improvements on the Property
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the JOA as written
OPTIONS FOR COUNCIL MOTION:
Motion to approve adoption of a resolution to authorize the interim county administrator to execute a joint ownership and operating agreement between Beaufort County and the Town of Hilton Head Island for the property known as Ford Shell Ring Preserve.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS
MEETING NAME AND DATE:
Natural Resources Committee, April 5, 2021
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager (10 minutes)
ITEM BACKGROUND:
2012/2013: Beaufort County and the Town of Hilton Head Island jointly purchased 5 parcels along Beach City Road on Hilton Head Island
2/19/2018: County Council approved \$250,000 for the completion of the Historic Mitchelville Freedom Park master plan
3/26/2018: County Council approved up to \$575,000 for Phase I implementation of the Historic Mitchelville Freedom Park master plan
February 2020: County Council approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan
8/17/2020: Finance Committee recommended approval of \$575,000 from H-Tax funds to be used towards Phase I implementation of the Historic Mitchelville Freedom Park master plan
PROJECT / ITEM NARRATIVE:
The approved Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan illustrates the need to use the approximate 5-acres of parcels along Beach City Road and adjacent to the Historic Mitchelville Freedom Park property. The Beach City Road parcels are jointly owned by Beaufort County and the Town of Hilton Head Island. The Town also owns the Historic Mitchelville Freedom Park property, however the Town and the Historic Mitchelville Freedom Park Executive Director are under a management agreement for use and maintenance of the property. The use of the jointly owned Beach City Road parcels will require a separate agreement between the County, Town and Historic Mitchelville Freedom Park Executive Director.
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the lease agreement as written
OPTIONS FOR COUNCIL MOTION:
Motion to approve a recommendation to move forward to County Council on April 12, 2021 for adoption of a resolution to authorize the interim county administrator to execute a lease agreement between Beaufort County, the Town of Hilton Head Island and the Historic Mitchelville Freedom Park for the property known as the Beach City Road parcels.

RESOLUTION 2021/___

A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND THE HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS

WHEREAS, Beaufort County (“County”) and the Town of Hilton Head Island (“Town”) are joint owners of certain real property in Beaufort County, South Carolina known as the Beach City Road parcels (R510 005 000 010A 000, R510 005 000 010B 0000, R510 005 000 010I 0000, R510 005 000 0248 0000, R510 005 000 0329 0000) (“Property”) on Hilton Head Island under and by virtue of deeds recorded in the Beaufort County Register of Deeds at Deed Book 3149, Page 1500 and Deed Book 3210, Page 2689, Beaufort County, South Carolina; and

WHEREAS, the County is the owner of a 50% undivided interest in the Property and the Town is the owner of a 50% undivided interest in the Property; and

WHEREAS, the County and Town approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan dated February 2020, which illustrates the use of the Property by the Historic Mitchelville Freedom Park and is attached hereto and incorporated by reference as “Attachment A”; and

WHEREAS, the County, Town and the Historic Mitchelville Freedom Park wish to enter into a long-term lease agreement, which details the intended use, management, maintenance and operation of the Property for public access, education and interpretation.

NOW THEREFORE, BE IT RESOLVED, BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the Interim County Administrator to execute the Beach City Road Parcels Lease Agreement with the Town of Hilton Head Island and the Historic Mitchelville Freedom Park, attached hereto as “Attachment B” and incorporated herein fully as if repeated verbatim.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

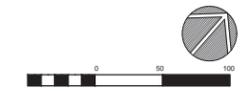
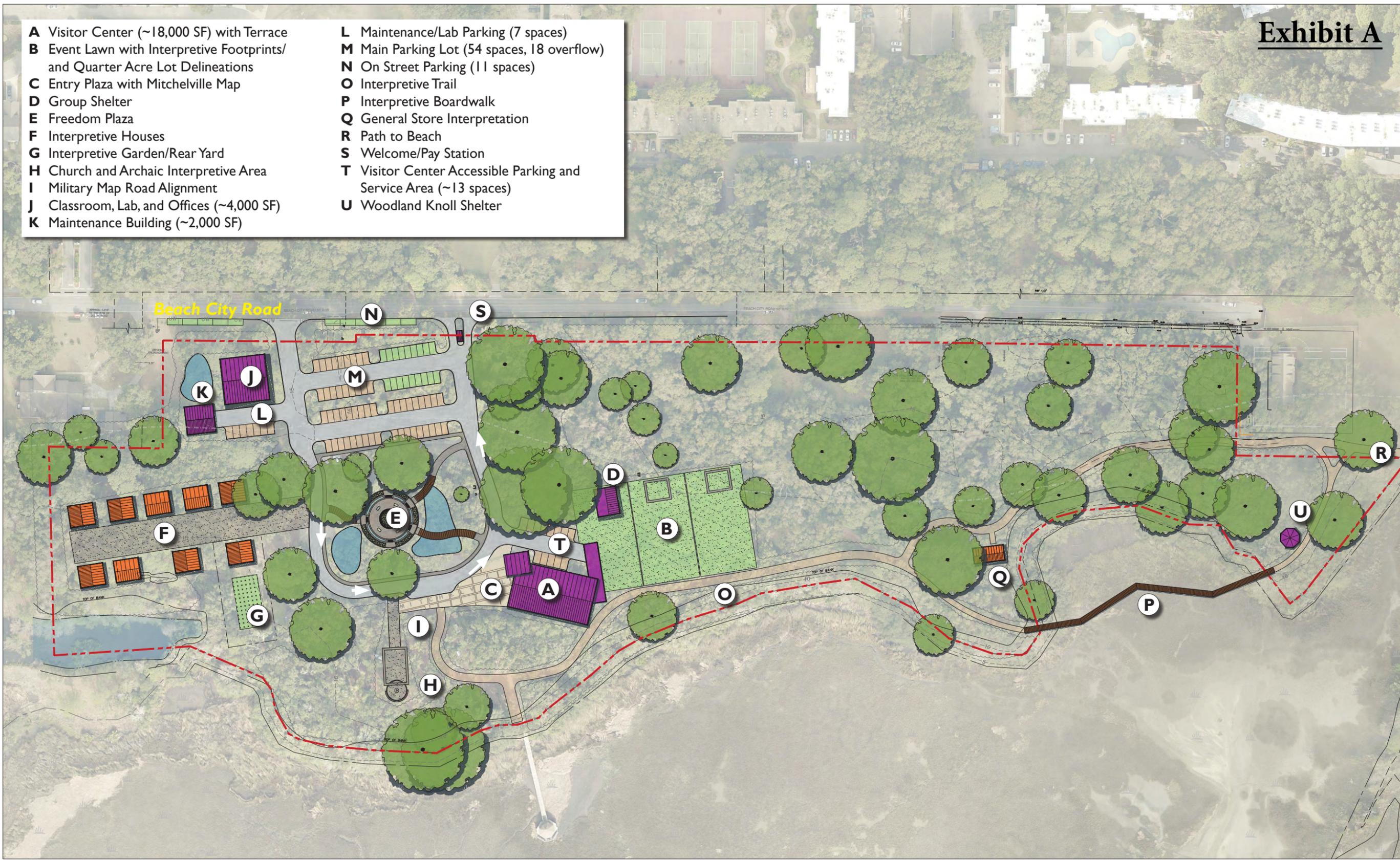
BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock
Clerk to Council

Exhibit A

- A** Visitor Center (~18,000 SF) with Terrace
- B** Event Lawn with Interpretive Footprints/ and Quarter Acre Lot Delineations
- C** Entry Plaza with Mitchelville Map
- D** Group Shelter
- E** Freedom Plaza
- F** Interpretive Houses
- G** Interpretive Garden/Rear Yard
- H** Church and Archaic Interpretive Area
- I** Military Map Road Alignment
- J** Classroom, Lab, and Offices (~4,000 SF)
- K** Maintenance Building (~2,000 SF)
- L** Maintenance/Lab Parking (7 spaces)
- M** Main Parking Lot (54 spaces, 18 overflow)
- N** On Street Parking (11 spaces)
- O** Interpretive Trail
- P** Interpretive Boardwalk
- Q** General Store Interpretation
- R** Path to Beach
- S** Welcome/Pay Station
- T** Visitor Center Accessible Parking and Service Area (~13 spaces)
- U** Woodland Knoll Shelter



LEASE AGREEMENT
BEACH CITY ROAD PARCELS

This Lease Agreement is entered into this _____, day of _____, 2021, by and between Beaufort County (“Co-Lessor”), the Town of Hilton Head Island (“Co-Lessor”) and Historic Mitchelville Freedom Park, a non-profit South Carolina Corporation (“Lessee”);

WHEREAS, Co-Lessors jointly acquired the 5.29 acres known as the Beach City Road parcels (“Property”) located on Hilton Head Island, and more fully described on Exhibit A attached hereto, by deeds recorded in the Office of the RMC for Beaufort County in Deed Book 3149 at Page 1500 and Deed Book 3210 at Page 2689; and

WHEREAS, the Co-Lessors and Lessee wish to enter into this Agreement, which details the intended use, management, maintenance, and operation of the Property; and

WHEREAS, Co-Lessors have approved the Lessee’s “*Landscape and Interpretive Master Plan*” dated February 2020, which details the need to utilize the Property for public access, education and interpretation.

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

1. **TERM:** The term of this Agreement shall cover a period of twenty-five (25) years, commencing on the entered upon date, unless terminated sooner pursuant to the provisions in this Agreement. The term of this Agreement may be extended for three (3) additional twenty-five (25) year terms upon the mutual agreement and written approval of the Co-Lessors and Lessee.
2. **ASSIGNMENT OR SUB-LEASE:** Lessee shall not assign or sublet the leased premises without the prior written approval of Co-Lessors. This will not prevent Lessee from renting some or all of the Property for special events as discussed herein.
3. **ACCESSIBILITY:** The Property shall be available and open to the public upon completion of installation of infrastructure as mutually agreed to by the parties. Thereafter, the park hours of operation shall be from _____ to _____, Monday through Sunday. Exceptions may be approved by the Lessee. The Lessee may charge fees for access and/or parking and/or other events or uses of buildings and structures located on the Property.
4. **IMPROVEMENTS:** Lessee, at their sole expense, shall build, erect or construct the permanent improvements as illustrated in the *Landscape and Interpretive Master Plan* as dated February 2020. Any improvements that Lessee may wish to construct that are not included in the aforementioned master plan will require approval of Co-

Lessors prior to any construction. In the event of termination of this Agreement, Lessee will retain ownership of any and all improvements on the Property, however those improvements will be removed from the Property at the Lessee’s expense and the Property will be returned to its original condition.

- 5. USE: Lessee shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain, manage, and use the leased premises as a public park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the leased premises to provide, promote or otherwise facilitate the use of the leased premises for non-park purposes without providing advanced notice to the Co-Lessors.

Special events, programming, historic/interpretive tours, community engagement and the like are permitted on the Property and will comply with any Town of Hilton Head Island rules, regulations, codes and/or ordinances that may apply. Any special event fee, charge, assessment, or admission cost which is required for access or attendance shall be used for the maintenance, management, and operations of the Historic Mitchelville Freedom Park. Lessee shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the Property without the prior written approval of Co-Lessors. It is clearly understood by the Lessee and Co-Lessors that events will be handled by the Lessee without advising or obtaining approval from the Co-Lessors and will be properly managed to protect the assets of the Property.

- 6. UTILITIES: The cost of all utilities, equipment, maintenance for grounds and facilities, assessments and fees shall be the sole responsibility of the Lessee.
- 7. MAINTENANCE: Lessee shall at all times maintain the premises in a condition suitable for use by the public as a park. Lessee shall not cause or suffer any nuisances or dangerous or hazardous conditions at any time. The cost of minor and major maintenance of any improvements built, erected or constructed by the Lessee shall be at the sole expense of the Lessee.
- 8. NOTICE: Any applicable notices shall be directed towards the following:

To Beaufort County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901
To Town of Hilton Head Island:	Town of Hilton Head Island Attn: Town Manager One Town Center Court Hilton Head Island, SC 29928

To Historic Mitchelville Freedom Park: Historic Mitchelville Freedom Park
Attn: Executive Director
P.O. Box 21758
Hilton Head Island, SC 29925

9. **INSURANCE:** The Lessee shall at all times carry and pay the premium for insurance no less than \$1,000,000 in general liability insurance coverage for each occurrence and no less than \$2,000,000 general liability insurance in the aggregate. Beaufort County shall be named as an additional insured on the Lessee's insurance policy and said policy will be provided to Co-Lessors every year upon renewal.
10. **DEFAULT:** Failure of Lessee to maintain and use the Property as described in this Agreement shall constitute default of this Agreement. Upon default has occurred, Co-Lessors shall give Lessee written notice of default, delivered by hand delivery or certified mail, to the Historic Mitchelville Freedom Park Executive Director. Lessee shall have thirty (30) days from the date of receipt of the notice of default to cure the default. The failure by Lessee to cure the default within said period shall give Co-Lessors the right to terminate this Agreement, and the Property shall revert to the Co-Lessors.

Signatures on following page

WITNESS our hands and seals this _____ day of _____, 2021.

SIGNED AND SEALED IN THE PRESENCE OF:

BEAUFORT COUNTY

1ST Witness

BY: _____
Name: Eric Greenway
Title: Interim County Administrator

2nd Witness

THE TOWN OF HILTON HEAD ISLAND

1st Witness

BY: _____
Name: Marc Orlando
Title: Town Manager

2nd Witness

HISTORIC MITCHELVILLE FREEDOM PARK

1st Witness

BY: _____
Name: Ahmad Ward
Title: Executive Director

2nd Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

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

SWORN to before me this _____
Day of _____, 2021

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Marc Orlando, appearing and acting as the Town Manager of the **Town of Hilton Head Island**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2021

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Ahmad Ward, appearing and acting as the Executive Director of the **Historic Mitchelville Freedom Park**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2021

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

Exhibit A
Legal Descriptions

R510 005 000 010A 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 1.01 acres, more or less, and shown and described as "PARCEL 10A" on a survey entitled "Boundary Survey of: Tax Parcel R510 005 010A, Beach City Road, Hilton Head Island, Beaufort County, South Carolina" dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 173.

R510 005 000 010B 0000

All that certain piece, parcel or tract of land, situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, consisting of 0.30 acres, more or less, containing the area of one lot 90 ft X 148 ft. rectangular square. For a more particular description of the courses, metes, bounds and distances of said property, reference is hereby made to that certain plat describing such property as Lot C and being entitled "A Portion of Fish Haul Plantation known as the Bagriel Boston Tract located on Hilton Head Island, South Carolina, subdivided for Johnny White" dated March 1962, and recorded in Plat Book 11 at Page 34 as revised and record in Plat Book 13 at Page 44.

R510 005 000 010I 0000

All that certain piece, parcel or tract of land situate, lying and being on Beach City Road, in the Town of Hilton Head Island, Beaufort County, South Carolina, which is shown and described as "1.917 Ac." on a plat entitled "Boundary Survey of 1.917 Ac. Beach City Road, A Portion of Fish Haul Plantation, Hilton Head Island, Beaufort County, South Carolina" dated February 23, 2012, prepared by Surveying Consultants, certified by Terry G. Hatchell, SCRLS #11059, and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 134 at Page 28.

R510 005 000 0248 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 0.84 acres, more or less, and shown and described as "PARCEL 248" on a survey entitled "Boundary Survey of: Tax Parcel R510 005 0248, Beach City Road, Hilton Head Island, Beaufort County, South Carolina" dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 174.

R510 005 000 0329 0000

All that certain piece, parcel or tract of land located on Hilton Head Island, Beaufort County, South Carolina, containing 1.22 acres, more or less, and reflected as Open Space of Parcel 10H, Beach City Road on plat prepared by Mark R. Renew, South Carolina Registered Land Surveyor No. 25437, dated September 10, 2007, and recorded September 18, 2007, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 121 at Page 171.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS
MEETING NAME AND DATE:
County Council, April 12, 2021
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager (10 minutes)
ITEM BACKGROUND:
2012/2013: Beaufort County and the Town of Hilton Head Island jointly purchased 5 parcels along Beach City Road on Hilton Head Island
2/19/2018: County Council approved \$250,000 for the completion of the Historic Mitchelville Freedom Park master plan
3/26/2018: County Council approved up to \$575,000 for Phase I implementation of the Historic Mitchelville Freedom Park master plan
February 2020: County Council approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan
8/17/2020: Finance Committee recommended approval of \$575,000 from H-Tax funds to be used towards Phase I implementation of the Historic Mitchelville Freedom Park master plan
4/5/2021: Natural Resource Committee recommended approval of the lease agreement between Beaufort County, the Town of Hilton Head Island and Historic Mitchelville Freedom Park
PROJECT / ITEM NARRATIVE:
The approved Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan illustrates the need to use the approximate 5-acres of parcels along Beach City Road and adjacent to the Historic Mitchelville Freedom Park property. The Beach City Road parcels are jointly owned by Beaufort County and the Town of Hilton Head Island. The Town also owns the Historic Mitchelville Freedom Park property, however the Town and the Historic Mitchelville Freedom Park Executive Director are under a management agreement for use and maintenance of the property. The use of the jointly owned Beach City Road parcels will require a separate agreement between the County, Town and Historic Mitchelville Freedom Park Executive Director.
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the lease agreement as written
OPTIONS FOR COUNCIL MOTION:

Motion to approve the adoption of a resolution to authorize the interim county administrator to execute a lease agreement between Beaufort County, the Town of Hilton Head Island and the Historic Mitchelville Freedom Park for the property known as the Beach City Road parcels.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO SET FORTH A UNIFORM POLICY FOR PROCESSING, RESPONDING TO, AND TRACKING REQUESTS FOR PUBLIC RECORDS IN COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 et seq.
MEETING NAME AND DATE:
Executive Committee – February 8, 2021
PRESENTER INFORMATION:
Robert Bechtold-IDCA, Tamekia Judge-Records Management Director (10 Minutes)
ITEM BACKGROUND:
<i>None</i>
PROJECT / ITEM NARRATIVE:
To set forth a uniform policy for processing, responding to, and tracking requests for public records. This Policy is intended to balance Beaufort County’s (“County”) commitment to transparency and openness, while ensuring the protection of the County’s confidentiality concerns and security interests.
FISCAL IMPACT:
<i>None</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the resolution.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny a resolution to set forth a uniform policy for processing, responding to, and tracking requests for public records in compliance with the Freedom of Information Act SC Code of Laws 30-4-10 et seq. <i>(Move forward to Council for Approval/Adoption on February 8, 2021)</i>

RESOLUTION NO. 2021 / XX

A RESOLUTION TO SET FORTH A UNIFORM POLICY FOR PROCESSING, RESPONDING TO, AND TRACKING REQUESTS FOR PUBLIC RECORDS IN COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 et seq.

WHEREAS, the South Carolina Freedom of Information Act, which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the “*Act*”) declares that it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy.; and

WHEREAS, in order to ensure that the County conducts public business in an open and public manner, it shall be the policy of the County to comply with both the letter and the spirit of the Freedom of Information Act (“FOIA”), as codified at §§ 30-4-10 et seq. of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the County Council of Beaufort has determined that a formal policy regarding the submission and processing of requests for access to public records under FOIA should be adopted to provide the public and County’s employees with clear requirements and practices that will permit the County to operate in an open and public manner.

NOW THEREFORE BE IT RESOLVED, by County Council of Beaufort County (the “*Governing Body*”) as set forth below:

SECTION 1. Pursuant to the findings above, the Council hereby adopts its Policy Regarding Requests for Public Records Under the Freedom of Information Act (the “*Policy*”), a copy of which is attached hereto.

SECTION 2. In adopting the Policy, the Governing Body has determined that the fee schedule for staff time and copies included in the Policy is an accurate reflection of the actual cost of searching for and making copies of records. The schedule has been approved by the terms of this Resolution, but may be updated in the reasonable discretion of the Governing Body by subsequent resolution or by the approval of its annual budget.

SECTION 3. In approving this Resolution and the Policy, the Governing Body expressly adopts any and all exemptions, restrictions and limitations from disclosure contained within FOIA as may be amended from time to time, and any additional exemptions, restrictions or limitations from disclosure that may be provided for now or in the future under South Carolina or Federal law.

SECTION 4. The Policy is effective immediately upon the adoption of this Resolution.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



Beaufort County Freedom of Information Act Policy

I. PURPOSE

The purpose of the Beaufort County Freedom of Information Act (FOIA) Policy (“Policy”) is to set forth a uniform policy for processing, responding to, and tracking requests for public records. This Policy is intended to balance Beaufort County’s (“County”) commitment to transparency and openness, while ensuring the protection of the County’s confidentiality concerns and security interests.

This Policy does not intend to encompass all aspects of FOIA law, nor to detail the specific procedures of the County’s FOIA specialists. Any term not specifically defined in this Policy shall be defined as provided for in S.C. Code Ann. Title 30 Chapter 4.

II. BACKGROUND

The South Carolina Freedom of Information Act, S.C. Code Ann. Title 30 Chapter 4 provides the public access to public records created by or in the custody of Beaufort County in order to “learn and report fully the activities of their public officials.” S.C. Code Ann. §30-4-15. Except as provided for by law, FOIA governs access to public records in the possession of public bodies or its officers and employees.

III. APPLICABILITY

This policy is applicable to all departments under the supervision of the Beaufort County Administrator and to any board or commission whose members are appointed by the County Council of Beaufort County, South Carolina, as well as the governing body of Beaufort County Government. This Policy shall apply to all parties submitting a request for public records including, but not limited to, individual citizens, businesses, and media publications.

IV. ROLES AND RESPONSIBILITIES

A. Records Management Department and FOIA Specialist

The Beaufort County Records Management Department (“Records Management”) has designated FOIA specialists who administer the process of accepting, processing, routing, compiling and responding to all FOIA requests for all Beaufort County departments. The FOIA specialists work within the Records Management Department and are supervised by its department head.

B. Department FOIA Representative

Within each county department, persons are appointed as department-level Freedom of Information Act representatives to receive and respond to portions of FOIA requests assigned to their department. These FOIA representatives and their department heads are responsible for fulfilling FOIA requests.

C. Elected Officials

Elected officials (i.e., County Council, Clerk of Court, Probate Judge, Sheriff, Coroner, Auditor, and Treasurer) and their departments, boards and officers, who are not subordinate to the County Administrator, may handle their own FOIA requests. If the elected official decides to allow Records

Management and the FOIA Specialists to administer their FOIA requests, they agree to adhere to the policy and procedures set forth in this Policy.

V. PUBLIC RECORDS GENERALLY

A. Public Records Under FOIA

A “public record” is any record containing information relating to the conduct of government business, which is prepared, owned, used, or retained by a public body. This includes, but is not limited to, emails, handwritten notes, reports, drafts, letters, spreadsheets, contracts, calendars, audio files, and photographs.

It is the subject matter of the record, not its form, which determines whether a record is considered a public record.

B. Records Not Under this FOIA Policy

Any record that was not created, produced, collected, received or retained during the ordinary course of business are not considered public records, and are not subject to disclosure under FOIA. These types of records include, but are not limited to, spam emails, documents or emails of a personal nature(s).

Requests for public records in the custody of the following public bodies, among others, are not in the custody of Beaufort County and are therefore not covered by this Policy:

1. Beaufort County School District
2. Fourteenth Circuit Solicitor’s Office

C. Access to FOIA Requests

The Records Management Department is the County department solely responsible for receiving and maintaining FOIA requests and the documents associated with FOIA requests. Beaufort County employees and staff members should not access the FOIA database, or any documents associated with a FOIA request, that do not require their attention. If it is determined by the County Administrator and Records Management Department that a County employee or staff member has inappropriately accessed a FOIA request, disciplinary actions as provided for in the Beaufort County Employee Handbook shall be followed.

This Section is not applicable to public bodies who are not covered by this Policy.

D. Communication Following a FOIA Request

Following the receipt of a FOIA request related to, but not limited to, an elected official, County employee, or confidential information the Records Management Department will communicate the FOIA request to the County Administrator. The County Administrator will, at its discretion, inform the individuals related to the FOIA request of the information being requested.

VI. SUBMITTAL OF FOIA REQUESTS

A. Form of Requests

By law, any member of the public can submit a FOIA request to any member of Beaufort County government verbally or in writing. A request for public records are encouraged to be made in writing to the Records Management department by completing the online FOIA Request Form on the Beaufort County website: <http://www.beaufortcountysc.gov/foia>.

If a request is received by a department other than Records Management, the receiver should adhere to the appropriate following response:

a) Email. Immediately forward the entire request and all attachments to the FOIA Specialist at bcfoia@bcgov.net.

b) Mail or Delivery Service. Stamp or mark the envelope with the date it was received and forward everything via interdepartmental mail to “FOIA/Records Management.”

c) Phone. Transfer the call to 843-255-7200.

d) In Person. Either direct the requester 1) to complete the form on the website; 2) to email the request to bcfoia@bcgov.net; or 3) call 843-255-7200.

B. Receipt Date/Time

The processing time for a FOIA request begins on the day the request is received, except for requests received outside of normal business hours. Requests received 4:30 p.m. or later on a business day, on weekends, or on holidays are considered received the next business day.

C. Content of Requests

Requestors are encouraged to provide as much specificity as possible to ensure the County can identify and locate the requested records. If a request(s) is not reasonably specific, the Records Management Department should contact the requester within ten (10) days to request additional information.

D. Responses to Requester

In accordance with the South Carolina Freedom of Information Act, Beaufort County has ten (10) working days (excepting Saturdays, Sundays, and legal public holidays) to determine if the information requested is publicly available under the FOIA and whether or not a fee is required.

Before the end of the ten (10) day response period written communication should be sent to: (1) acknowledge the receipt of the request; (2) confirm the request was specific enough to obtain records, provide information about fees, costs; (3) convey whether a 25% deposit is required; (4) provide a date, time, and place the records will be available to be inspected if an inspection is requested.

E. Deposit Requirement

Following an assessment by Records Management, if the request exceeds an actual cost of \$50.00, a 25% deposit may be required before the request is fulfilled. When a deposit is required, the 30 calendar day response period does not begin until the required deposit is received.

Payment is **required in full** before the public records are released to the requestor.

VII. OBTAINING RECORDS

Within 10 business days of the original request (or 20 business days for records more than 24 months old), the FOIA specialists must respond to the requester with their findings. They will either provide the requested documents to the requester (if all have been provided by the departments), or they will notify the requester that documents exist but that it will take time to search and compile records and/or that a fee is required to complete the work.

The request must be completed within 30 calendar days (or 35 days for records more than 24 months old) following the receipt of a deposit or payment of the estimated full amount.

A. Department Responsibilities

Following a request from Records Management for records, each department representative must analyze the request to confirm if the requested documents pertain to that department. If so, an exhaustive search of its files must be completed in order to determine any and all documents that fulfill the broadest sense of the request. If the request does not pertain to that department or if no documents were found in response to the request, the department representative provides a statement as such, which is later reported to the requester.

B. Elected Officials

All requests for records on elected officials' personal devices or accounts, most notably emails on non-@bcgov.net accounts, must be submitted directly to the elected official. Beaufort County Administration does not own, operate, or have access to these accounts or devices nor can it compel elected officials to produce records found therein.

VIII. FOIA EXEMPTIONS

FOIA contains discretionary exemptions under which public records may be withheld, as well as mandatory exemptions. If the applicability of an exemption is uncertain the Legal Department shall be consulted.

All records in response to a FOIA request shall be submitted by the applicable department to the Records Management Department or, when appropriate, the Legal Department in their entirety without redactions.

A. Duty to Redact

Under FOIA, the County may not withhold public records in their entirety because of an exemption. The County is obligated to produce the records with the exempt material redacted, unless the records fall within a required exemption as provided for in Section VIII(B) of this Policy.

B. Required Exemptions

A record must be withheld from disclosure in its entirety when a federal or South Carolina law requires that the record is exempt from disclosure. Records which are not public record under FOIA and are exempt from disclosure entirely include:

- (1) income tax returns;
- (2) medical records;
- (3) hospital medical staff reports;
- (4) scholastic records;
- (5) adoption records;
- (6) records related to registration and circulation of library materials to the extent they identify library patrons;
- (7) information relating to security plans;
- (8) the identity or information tending to reveal the identity of any individual who in good faith makes a complaint or otherwise discloses information which alleges a violation or potential violation of law or regulation to a state regulatory agency;
- (9) obtaining or using any personal information acquired from a state agency for commercial solicitation; or
- (10) other records which by law are required to be closed to the public.

No department should make the decision to withhold records without consulting the Records Management Department or the Legal Department.

C. Employee Personnel Files

Beaufort County employee personnel files (“Personnel File”) may be released in accordance with this Section. A Personnel File includes “information of a personal nature where the public disclosure thereof would constitute unreasonable invasion of personal privacy.” S.C. Code Ann. Sec. 30-4-40. Specifically, documents including, but not limited to, drivers licenses, information about spouse and children, personal phone numbers, personal email addresses, resumes, health insurance, benefit packages, employee reviews, and resignation letters will be redacted in order to adhere to FOIA law and protect the personal privacy of Beaufort County employees.

D. Architectural Plans and Surveys

Architectural plans are protected by federal law, and under SC Code 30-4-30(A)(1) a person has a right to “inspect, copy or receive an electronic transmission of any public record of a public, except as otherwise provided by Section 30-4-40, or other state and federal laws.” Pursuant to the aforementioned SC Code Section, the request for architectural plans are exempt or are redacted accordingly.

Surveys shall not be released, copied, or distributed. The County shall allow for individuals to view a survey upon request.

E. Video and Audio Records

Video and audio recorded within any building owned or occupied by Beaufort County are for security purposes and copies will not be released. Matters exempt from disclosure, S.C. Code Ann. Sec. 30-4-40.

F. Release of Exempt Records or Documents

Nothing in this Section is to conflict with, or supersede, any other Beaufort County policy relating the maintenance or release of records or documents. If this Section does conflict with any other Beaufort County policy, then the other policy shall be followed.

1. *Owner of Record Required.* A record or document that is exempt pursuant to the Beaufort County FOIA Policy, may be released at the discretion of the County when the requester is the owner of the records or document. Additionally, when applying the privacy exemption the County may, at its discretion, release the reports or documents to the requester if the privacy interest at stake in the FOIA exemption belongs to the requester. If the County determines that the exempt records or documents are releasable pursuant to this section, then the requester must complete a Statement as provided for in Exhibit A of this Policy, or a similar document as provided for by the County.

2. *Commercial Solicitation.* A FOIA request that includes, but is not limited to, extensive tax records, housing records, or records pertaining to a large number of citizens in the County; the County may require a Commercial Solicitation Statement be executed by the requester. Prior to the documents being released, the County must receive a copy of the executed Statement as provided for in Exhibit B of this Policy, or a similar document as provided for by the County.

IX. CHARGES FOR THE PRODUCTION OF RECORDS

The FOIA allows the County to establish and collect reasonable fees not to exceed the actual cost of the search, retrieval, and redaction of records. S.C. Code Ann. §30-4-30(B). The County may amend the charges for costs when determined appropriate by the County Administrator.

A. Labor Costs

Each department providing records in a response to a FOIA request is responsible for providing the number of hours required to complete the response to Records Management Department. The number of hours will be charged for the actual time spent by County staff in producing the requested records rounded down to the nearest 15-minute increment. The hourly rate “shall not exceed the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request.” S.C. Code Ann. §30-4-30(B).

The labor cost will be calculated according to the following guidelines:

Service	Cost
Search and Retrieval by Department for Records (excluding IT Department)	Department Staff: \$14.00/hour Department Director: \$24.00/hour Assistant Administrator: \$50.00/hour Deputy/County Administrator: \$50.00/hour
Retrieval of Electronic Records by the IT Department	IT Department: \$33.00/hour
*Redactions	FOIA Specialist: \$14.00/hour Legal Department: \$30.00/hour

**Cost of redactions are based on one (1) minute per page requiring redaction*

B. Copying and Other Costs

When physical copies of the records are requested the County shall provide the requestor the current rate of the County’s copying cost per page. The charge for copying must reflect the actual costs incurred by the County. The charges in this Section do not include records that are provided electronically to the requester.

The County may charge for the actual cost of the medium used to provide the records including, but not limited to, thumb drive, CD, or DVD; and for the actual cost of postage and packaging associated with mailing the responsive records.

Copying and other costs will be calculated according to the following guidelines:

Service	Cost
Printed Copies of Records (excluding GIS Maps)	\$0.20 per page (up to 11x17 only)
GIS Maps	\$10.00 up to 11x17 \$20.00 larger than 11x17
USB Drive	\$7.00 each
Certified Copy from Clerk of Court	\$3.00 per copy
Certified Copy from Family Court	\$5.00 per copy (All documents will be certified)
Certified Copy from Magistrate	\$0.50 per page
Postage expense	Actual cost as determined by size, weight and zip code

C. Cost Waiver

The County may waive the costs associated with a FOIA request when the cost of producing the response is less than \$50.00. A waiver shall not be applied when a requester, or anyone associated with the requester, submits a second request for public records within seven (7) calendar days of the first request,

and the requests are of the same nature. The waiver as provided for in this Section is applied at the discretion of Records Management and the County Administrator.

X. Inactive FOIA Requests

FOIA requests will be closed after 90 calendar days of inactivity. Inactivity is defined as a lack of a response from requesters to phone calls and/or correspondence by FOIA specialists or due to a lack of payment, and will typically not be reopened.

After 30 days of inactivity, FOIA specialists will issue one courtesy reminder in an attempt to reopen communication with the requester. After 90 days, the requester must submit a new FOIA request, which will be processed normally.

Upon a request being inactive, the requestor surrenders any deposit and the deposit may not be used towards any future FOIA requests.

EXHIBIT A



Release of Record or Document
Statement of Ownership and Indemnity Agreement

Contact Information:	

Address	

Telephone Number	Email Address (if available)
_____	_____

I, _____, being first duly sworn on oath says: (please initial)

_____ I am the owner of the record or document being requested.

_____ I am the individual, or have been provided authorization by the individual, who the records are about.

I hereby authorize Beaufort County to release the aforementioned document to me and I hereby agree to completely indemnify Beaufort County against any claim to releasing such record or document which might be made by any person, in the event that person is determined to be the rightful owner or interested party to such record or document.

Claimant's Signature

Authorized Individual (*when applicable*)

Date Statement Received _____ Receipt Acknowledged by: _____

EXHIBIT B



Statement of Commercial Solicitation and Indemnity Agreement

Contact Information:

Address

Telephone Number

Email Address (if available)

I, _____, being first duly sworn on oath says: (please initial)

_____ I am the individual requesting the information.

_____ I am representing _____, as the _____
Name of Corporation/Organization *Title of Position*

I hereby affirm that the information requested from Beaufort County pursuant to a Freedom of Information Act request, **will not be used for commercial solicitation nor knowingly sold or given to secondary or tertiary parties** who intend to use the information for Commercial Solicitation as defined in Section 30-2-10 of the *South Carolina Code of Laws* (2017, as amended). I hereby agree to completely indemnify Beaufort County against any claim, by any individual, if such record or document is used for Commercial Solicitation purposes.

Requestor's Signature

To Be Completed by Beaufort County

Date Statement Received _____ Receipt Acknowledged by: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Resolution Authorizing Interim County Administrator to Accept FAA Grants 16, 48, 49 (Fiscal impact: Incoming Grant Funds)</i>
MEETING NAME AND DATE:
<i>Executive Committee – April 5, 2021</i>
PRESENTER INFORMATION:
<i>Jon Rembold, C.M. Airports Director (5 minutes)</i>
ITEM BACKGROUND:
<i>The FAA has been tasked with distributing Federal Coronavirus Relief and Response Funding to Airports.</i>
PROJECT / ITEM NARRATIVE:
<i>At the request of the FAA, the Airports Department submitted applications for the following grants which have been offered in the amounts shown: FAA Airport Coronavirus Response Grant Program (ACRGP 16) –Beaufort Executive Airport - \$13,000.00 FAA Airport Coronavirus Response Grant Program (ACRGP 48) – Hilton Head Island Airport - \$23,689.00 FAA Airport Coronavirus Response Grant Program (ACRGP 49) – Hilton Head Island Airport - \$1,392,737.00 These ACRGP Grants are provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) to provide eligible sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. The grant offer cover letter requires the governing body to provide authority to execute the grant to the individual signing the grant, in this case, the Interim County Administrator</i>
FISCAL IMPACT:
<i>The airports will receive grant funds in the amounts listed above.</i>
STAFF RECOMMENDATIONS TO COMMITTEE:
<i>Approve Resolution Authorizing Interim County Administrator to Accept FAA Grants 16, 48, 49</i>
OPTIONS FOR COMMITTEE MOTION:
<i>Motion to approve /deny the Resolution Authorizing Interim County Administrator to Accept FAA Grants 16, 48, 49 Next step: County Council Meeting –April 26, 2021</i>

RESOLUTION _____

A RESOLUTION PROVIDING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE SPECIFIED GRANTS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

WHEREAS, the Congress of the United States adopted, and the President of the United States on December 27, 2020 signed into law, the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) which includes nearly \$2billion in funds to be awarded as economic relief to U.S. airports and eligible concessions at those airports to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19) pandemic; and

WHEREAS, to distribute these funds, the Federal Aviation Administration (FAA) has established the Airport Coronavirus Response Grant Program (ACRGP) the purpose of which is to make grants available to a variety of airports including some public-owned airports in order to provide economic relief to airports affected by the COVID-19 pandemic; and

WHEREAS, Beaufort County has submitted to the FAA, and the FAA has granted, the following ACRGP applications:

1. ACRGP Grant Number 3-45-0008-016-2021 in the amount of \$13,000;
2. ACRGP Grant Number 3-45-0030-048-2021 in the amount of \$23,689;
3. ACRGP Grant Number 3-45-0030-049-2021 in the amount of \$34,441 (Primary KC2021) and \$1,358,296 (Primary KQ2021); and

WHEREAS, the FAA's grant offer specifically provides that the governing body must provide authority to execute the grant to the individual signing the grant (i.e., the entity's authorized representative).

NOW THEREFORE, IT IS HEREBY ORDAINED, at a duly called meeting of Beaufort County Council, that the County Administrator (Interim) is hereby provided the authority necessary to execute the aforementioned ACRCGP grants.

Adopted this _____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

Clerk to Council

Sarah Brock



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>A resolution authorizing the settlement of claims related to the Care Environmental waste disposal site</i>
MEETING NAME AND DATE:
Executive Committee April 5, 2021
PRESENTER INFORMATION:
<i>Kurt Taylor, County Attorney</i> <i>5 minutes</i>
ITEM BACKGROUND:
<p>The County arranged for Care Environmental to conduct household hazardous waste collection events in the County starting at least as early as 2009</p> <p>--Care Environmental took the waste to a site it leased in Valdosta Georgia. It is unclear whether Care mismanaged waste from the beginning or began to let waste accumulate sometime later.</p> <p>--In 2019, Georgia EPD discovered thousands of drums of waste at the site. EPD sent letters to the landowner and all the entities who sent waste to the site demanding they clean up the mess. The letter to Beaufort County was misdirected, so the County only learned about the claim this year.</p> <p>--The landowner entered an agreement with EPD to dispose of all the waste on the site and make sure there was no groundwater contamination. Federal Superfund and Georgia law impose liability for cleaning up a site on several categories of people, including people who “arrange for” disposal of hazardous substances” which includes the county. Liability is strict and without regard to fault.</p> <p>--Settlements in Superfund cases are common. A typical way to apportion liability is to assign all the responsible parties a percentage based on the amount of waste they sent to the site. Based on a cleanup cost of \$1.3-1.4 million, landowner has calculated Beaufort County’s “share” as \$100,000. Landowner is not willing to negotiate this amount.</p> <p>-- The draft agreement with the landowner provides a complete release and indemnity. EPD has agreed to provide contribution protection to any party who participates in the cost of the landowner’s work at the site. County staff will pursue Care Environmental’s insurance carriers and bonding company to recover the costs.</p>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
<i>\$100,000, to come from general fund balance</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny settlement and release.</i>

RESOLUTION 2021/___

WHEREAS, The County arranged for a company known as “Care Environmental” to conduct household hazardous waste collection events in the County starting at least as early as 2009; and

WHEREAS, Care Environmental took the waste to a site it leased in Valdosta Georgia (the “site”); and

WHEREAS, in 2019, the state of Georgia Environmental Protection Division (“EPD”) discovered thousands of drums of waste at the Site. EPD sent letters to the landowner and all the entities who sent waste to the site demanding they clean up the Site. The letter to Beaufort County was misdirected, so the County only learned about the claim this year; and

WHEREAS, the landowner of the Site entered an agreement with EPD to dispose of all the waste on the site and make sure there was no groundwater contamination; and

WHEREAS, Federal Superfund and Georgia law impose liability for cleaning up a site on several categories of people, including people who “arrange for” disposal of hazardous substances” which includes the County. Liability is strict and without regard to fault; and

WHEREAS, settlements in Superfund cases are common. A typical way to apportion liability is to assign all the responsible parties a percentage based on the amount of waste they sent to the site. Based on a cleanup cost of \$1.3-1.4 million, landowner has calculated Beaufort County’s “share” as \$100,000. Landowner is not willing to negotiate this amount; and

WHEREAS, the proposed agreement with the landowner provides a complete release and indemnity. EPD has also proposed a settlement agreement in which it has agreed to provide contribution protection to any party who participates in the cost of the landowner’s work at the site; and

WHEREAS, County staff will pursue Care Environmental’s insurance carriers and bonding company to recover the costs.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Beaufort County, South Carolina, that:

1. County Council hereby authorizes the settlement of settlement of all claims in connection with the site for \$100,000, funds to come from general fund balance.
2. The County Administrator is authorized to enter into the settlement agreements and execute all documents necessary to settle the matter.
3. County staff is directed to pursue all reasonable avenues to receive reimbursement for the payment of the settlement sum.

Adopted this 12th day of April, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment
Chairman

ATTEST:

Sarah Brock, Clerk to Council