

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD

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COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

AGENDA
FINANCE COMMITTEE

Monday, June 24, 2019

4:30 p.m.

(or immediately following the Governmental Committee meeting)

Executive Conference Room, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

Committee Members:

Joseph Passiment, Chairman
Chris Hervochon, Vice Chairman
Gerald Dawson
Mark Lawson
Paul Sommerville

Staff Support:

Suzanne Gregory, Employee Service Director
Alicia Holland, CPA,
Assistant County Administrator, Finance

1. **CALL TO ORDER – 4:30 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **CITIZEN COMMENTS** *(Comments regarding agenda items only)*
5. **APPROVAL / Budget transfer for Stormwater Infrastructure (50250011) in the amount of \$166,416 – Eric Larson, Manager, Stormwater Utility (backup)**
6. **APPROVAL / Intergovernmental agreement with the City of Hardeeville for collection of Impact Fees - Eric Greenway, Community Development Director and Thomas J. Keaveny, II, County Attorney (backup)**
7. **DISCUSSION / Impact on the School and/or County Budgets if not approved by June 30, 2019 – Thomas J. Keaveny, II, County Attorney**
8. **DISCUSSION / FY 2020 Beaufort County School District Budget (backup)**
9. **DISCUSSION / FY 2020 Beaufort County Budget - Alicia Holland, Assistant Administrator, Finance (backup)**
10. **DISCUSSION / Marshside Mama's Lease on Daufuskie - Thomas J. Keaveny, II, County Attorney (backup)**



11. UPDATE / TCL Culinary Workforce: New River Culinary Training Kitchen Borrowing

12. EXECUTIVE SESSION

- A. Receipt of legal advice regarding possible FILOT Agreement with Burnt Church Distillery - *Thomas J. Keaveny, II, County Attorney; John O'Toole, Executive Director, Beaufort County Economic Development Corporation and William R. Johnson, ESQ. Haynsworth Sinkler Boyd*

13. MATTERS ARISING OUT OF EXECUTIVE SESSION

14. ADJOURNMENT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Budget Transfer for Stormwater Infrastructure (50250011)

Council Committee:

Finance Committee

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Eric Larson, Director of Environmental Engineering

Issues for Consideration:

The budget transfer for Stormwater Infrastructure (50250011) exceeds \$50,000.

Points to Consider:

A significant portion of the increase is due to the emergency project to repair the pipe under the Administration Building parking lot. Additional funding was needed for the Tabby Road and Wallace Road projects because the complexity of these projects were beyond routine repairs. Also the department contracted an employee to assist with capital projects until the Assistant Stormwater Manager

Funding & Liability Factors:

There are unspent funds available to cover the unexpected and routine expenses.

Council Options:

Recommendation:

To approve the budget transfer for Stormwater Infrastructure (50250011) as proposed.

General Ledger Modification Budget Transfer

Department: Today's Date:

Transfer **From** this Account:

ORG Code	OBJ Code	Account Title	Transfer Amount (whole dollars only)
50250011	51300	Garage Repairs & Maintenance	\$61,614
50250011	51301	Insurance Reimbursement	\$49,802
50250011	52370	Pipe Supplies	\$55,000
Total			\$166,416

Transfer **To** this Account:

ORG Code	OBJ Code	Account Title	Transfer Amount (whole dollars only)
50250011	51000	Advertising	\$2,400
50250011	51010	Printing	\$100
50250011	51050	Telephone	\$1,607
50250011	51160	Professional Services	\$92,502
50250011	51170	Non-Professional Services	\$6,840
50250011	51295	Other Vehicle Operating Cost	\$3,500
50250011	51500	Vehicle Insurance	\$6,655
50250011	51540	Insurance - Other	\$5,506
50250011	51545	Insurance - Prepaid	\$25,681
50250011	52240	Small Tools	\$3,500
50250011	52450	Rock Supplies	\$13,000
50250011	52610	Minor Data Processing Equipment	\$5,125
Total			\$166,416

Justification:

End of year account maintenance to balance accounts for routine expenses, expenses associated with emergency project and complex projects beyond routine repairs, and to contract an employee until the Assistant Stormwater Manager position could be filled.

Submitted By: ☒ Date/Time:

Department Head: Approve: Date/Time:

*** Finance Section ***

Finance Sign Off: Date/Time:

Posted: ☐



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

IGA with City of Hardeeville for Collection of Development Impact Fees

Council Committee:

Finance Committee

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Eric Greenway, Director CDC & Thomas J. Keaveny, II County Attorney

Issues for Consideration:

Approval of Intergovernmental Agreement with City of Hardeeville for Collection of Development Impact Fees (Parks & Recreation, Roads and Library).

Points to Consider:

State law provides that when a municipality annexes property which is subject to impact fees, the property remains subject to the development impact fees unless the municipality agrees to be responsible for the services for which the impacts fees are collected. The purpose of this agreement is to set forth the procedures which Beaufort County and City of Hardeeville are to follow in calculating and collecting those fees on unincorporated Beaufort County property which is annexed into the City of Hardeeville.

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

**INTERGOVERNMENTAL AGREEMENT
BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND
THE CITY OF HARDEEVILLE, SOUTH CAROLINA**

THIS INTERGOVERNMENTAL AGREEMENT made and entered this _____ day of _____, 2019 (“Effective Date”), by and between Beaufort County, South Carolina (“County”) and the City of Hardeeville, South Carolina (“City”), collectively hereinafter the “Parties”, provides a cooperative methodology for the collection of parks and recreation, road, and library facilities development impact fees as applicable, from all new development on Beaufort County properties located within the City’s corporate limits pursuant to: (1) Beaufort County Impact Fee Procedures Ordinance No.1999/26 as amended by Ordinance No. 2006/24, (2) Parks & Recreation Facilities Ordinance No. 1999/31 as amended 2006/24, (3) Road Facilities Ordinance No. 1999/32 as amended by Ordinance No. 2006/24, (4) Library Facilities Ordinance No. 1999/33 as amended by Ordinance 2006/24, and (5) Beaufort County Community Development Code (“CDC”) before the City will issue a Certificate of Occupancy for development on property which is located in Beaufort County.

RECITALS

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act (hereinafter the “Act”) which enables local governments to enact and impose parks and recreation, road and library facility development impact fees in accordance with its provisions, procedures and requirements; and

WHEREAS, in accordance with the Act, the County prepared and adopted a development impact fee procedures ordinance (Ordinance No. 1999/26 as amended by Ordinance No. 2006/24, “Impact Fee Procedures Ordinance”); and

WHEREAS, in accordance with the Act, the County has prepared and adopted a Parks & Recreation Facilities Ordinance (No. 1999/31 as amended 2006/24), a Road Facilities Ordinance (No. 1999/32 as amended by Ordinance No. 2006/24), and a Library Facilities Ordinance (No. 1999/33 as amended by Ordinance 2006/24); and

WHEREAS, pursuant to the Act, the County developed capital improvement plans for each of the above-mentioned public facilities, identifying the specific system improvements needed to meet the projected demand from anticipated new growth and development; and

WHEREAS, pursuant to the Act, the County has prepared technical support studies (the (1) Library Facilities Impact Fee Support Study and CIP dated August 2006; the (2) Parks and Recreation Facilities Impact Fee Support Study and CIP; (3) Bluffton-Okatie and Hilton Head Island Service Areas dated August 2006; and the (4) Road Facilities Impact Fee Support Study and CIP; South Beaufort County Service Area dated September 2006) for each of the above-referenced public facilities; and

WHEREAS, the County has determined it is essential that the public facilities development impact fees be imposed, calculated and collected uniformly within each service area throughout the County; and

WHEREAS, the Parties acknowledge that subsequent to enacting the ordinances referred to above, and with actual or constructive notice of the same, the City approved annexation applications submitted by property owners of property located in the unincorporated area of the County to which the impact fees apply pursuant to S.C. Code Ann. Sec 6-1-910, et seq. ; and

WHEREAS, S.C. Code Ann. §6-1-20 (Supp. 1994) and § 5-7-30 of the Code authorize the Parties to enter into Intergovernmental Agreements including agreements such as this one for the collection and distribution of impact fees; and

WHEREAS, the Parties agree that all public facilities development impact fees shall be collected by the County for the purpose of funding public facilities and improvements, as set forth in the applicable Public Facilities Capital Improvement Plans, to meet the public facilities demands resulting from projected new population, residential and non-residential development, as applicable; and

WHEREAS, this Agreement is not intended to, and does not, alter or change the responsibilities of each of the Parties hereto, nor does it relieve any party of any function, duty or obligation otherwise imposed by law; and

WHEREAS, this Agreement, upon its execution by the Parties hereto, shall be filed with the Clerk to Council of Beaufort County and the City Clerk of the City of Hardeeville; and

WHEREAS, the foregoing recitals are hereby incorporated into and made a part of this Agreement.

NOW, THEREFORE, the Parties to this Intergovernmental Agreement agree as follows:

SECTION 1. TITLE.

This Intergovernmental Agreement between Beaufort County and the City of Hardeeville provides for the collection and expenditure of Public Facility Development Impact Fees. It shall hereinafter be referred to as the "Agreement."

SECTION 2. PURPOSE.

The purpose of this Agreement is to ensure that public facilities development impact fees which are intended to be imposed on new development County-wide, including on County

properties which have, heretofore been, and which might, subsequently be, annexed into the City, are imposed upon and collected from new growth and paid to the County for placement in a segregated, interest-bearing trust fund account and are appropriated and expended in accordance with the applicable public facility capital improvement plan subject to the conditions, restrictions and limitations of the Act, the Beaufort County Impact Fee Procedures Ordinance, the individual Public Facilities Impact Fee Ordinances and this Agreement.

SECTION 3. REFERENCES TO COUNTY ORDINANCES.

This Agreement incorporates herein by reference the relevant portions of the CDC and the following Beaufort County Ordinances: (1) Beaufort County Impact Fee Procedures Ordinance No. 1999/26 as amended by Ordinance No. 2006/24; (2) Beaufort County Parks & Recreation Facilities Ordinance No. 1999/31 as amended 2006/24; (3) Beaufort County Road Facilities Ordinance No. 1999/32 as amended by Ordinance No. 2006/24; (4) Beaufort County Library Facilities Ordinance No 1999/33 as amended by Ordinance 2006/24 and any amendments thereto provided, however, that prior to first reading by County Council for adoption of any such amendments, the County shall first notify the City in writing of the proposed nature of the amendment and the reason thereof. The City shall be provided an opportunity to review the proposed amendment and to submit comments to the County prior to final County action.

SECTION 4. DURATION/EXTENSION/TERMINATION OF AGREEMENT.

- (1) This Agreement shall remain in effect from the date of its execution by the parties hereto until the completion and conclusion of the public facilities capital improvements plans referenced in Section 3 above.
- (2) This Agreement may be amended and or terminated at any time by mutual agreement of the Parties.

SECTION 5. RESPONSIBILITIES OF THE COUNTY.

(1) The County shall prepare and provide the City with an information sheet (form of such is attached Exhibit A) which outlines the applicable impact fees. The City shall provide this information sheet to developers to which the impact fees shall apply at the time of any development application and again with a building permit issuance. The purpose of the information sheet shall be solely to inform developers of the estimated impact fees which must be paid directly to the County. The County is responsible for the information provided on the sheet, and for making any applicable updates to the sheet. The City shall assume no responsibility for errors on the sheet.

(2) *Collection of Fees.* Impact fees are due on all development in Beaufort County. The parties agree the County shall be responsible for the administration (including administration of Individual Assessments of Development Impacts), calculation, and collection of all applicable public facilities development impact fees from all development (past, present and future), in accordance with the Act, the applicable Public Facilities Development Impact Fee Ordinance, the Beaufort County Impact Fee Procedures Ordinance and the CDC. The Parties expressly agree that the City shall have no responsibility or liability for the assessment, calculation, or collection of the impact fees except as expressly provided for herein.

Upon the collection of public facilities development impact fees, the County shall issue a receipt (form receipt is attached Exhibit B) to the developer and the City upon payment. The County shall place the collected funds in a segregated, interest-bearing trust fund account that is subject to appropriate accounting controls.

(3) *Calculation of Fees.* The County shall calculate impact fees based upon the type of building permit(s) issued by the City. The exact amount of the impact fees due and collected from new development shall be based upon the fees which are in effect at the time the building permit or development permit is issued as may be applicable.

(4) *Administrative Payments to City.* In order to compensate the City for its role in the collection and administration of the Public Facilities Development Impact Fees, the County shall, on a quarterly basis transfer to the City one and a half percent (1.5%) of the public facilities development impact fees collected during the previous quarter. The County shall also provide an annual report with respect to the amount and disposition of expenditures of all impact fees collected from properties located within the City.

(5) *Use of Impact Fees.* The County shall be responsible for receipt of public development impact fees and shall place such funds in a segregated development impact fee fund account that is subject to appropriate accounting controls. The collected funds shall not be commingled with other County funds nor shall they be commingled with other development impact fee funds for service areas or benefit districts other than Bluffton-Okatie Service Area for parks and recreation facilities; the Bluffton-Okatie Benefit District for library facilities; and the South Beaufort County Service Area for road facilities. The County shall expend such development impact fee funds in the service area or benefit district (as appropriate) in which the fees have been collected, and only in accordance with the applicable public facility capital improvement plan, support studies, and ordinances only. The County shall be responsible for the implementation and administration of all public facilities development impact fees in accordance with the Act, the Impact Fee Procedures Ordinance No. 1999/26, as amended by Ordinance. No.

2006/24, the applicable impact fee support study, the applicable public facility development impact fee ordinances, and this Agreement.

(6) *Interpretation.* The County shall be responsible for the interpretation of all of the above-referenced laws, ordinances, studies as well as any other documents or information relevant to the public facility development impact fee ordinances.

(7) *Annual Reports.* Within thirty (30) days of execution of this Agreement, the County shall prepare a report with respect to the amount and disposition of expenditures for the public facility development impact fees. Thereafter, the County shall provide annual updates to this report.

(8) *Annual Adjustments:* The County shall be responsible for calculation of any updated fee amounts as required to be adjusted for inflation for the park, library and road fees per the applicable ordinances and support studies. The County is responsible for reflection of any annual adjustments on the Information Sheet provided to the City pursuant to Section 5, Paragraph 1.

SECTION 6. RESPONSIBILITIES OF THE CITY.

(1) *Issuance of Building Permit.* The City shall provide an electronic copy of any Building Permit issued in its jurisdiction on property which is located in the County to the Director of Community Development or his designee within fifteen (15) business days of such issuance.

(2) *Issuing of Certificate of Occupancy.* The City shall not issue a certificate of occupancy for development until it has been presented with a receipt of payment (attached Exhibit B) issued by the County. This receipt shall be the only acceptable proof of payment for the impact fees. The applicable public facilities development impact fees must be paid in full by the developer unless the developer has properly asserted one or more Development Rights pursuant to the applicable Public Facilities Development Impact Fee Ordinance and the County has not asserted

one or more County Remedies pursuant to the applicable Public Facilities Development Impact Fee Ordinance. In the event that at the time this Agreement is entered into, the City has issued Certificates of Occupancy and the County has not collected the applicable impact fees, the City agrees it shall assist the County by providing assistance and all available information on the property to the County so the County may collect any applicable fees.

The City shall assist the County, as needed, in determining if a proposed development qualifies for a waiver or exemption pursuant to the applicable ordinance and Act.

(3) *Proof of Payment.* The Parties agree the applicant is primarily responsible for providing the City with receipt of payment of all applicable fees before the City will issue a Certificate of Occupancy. The County shall also provide an electronic copy of the receipt of payment to the City Manager or his designee. The City shall not issue a Certificate of Occupancy until it has received a fully executed copy of the receipt of payment.

(4) *Annual Reports.* The City shall prepare annual reports of building permits and Certificates of Occupancy on property located within the County issued during the previous year and shall provide said reports to the County so County can verify that all permits are being provided by developers and that appropriate fees are being paid.

SECTION 7. SOUTH CAROLINA DEVELOPMENT IMPACT FEE REQUIREMENTS.

(1) *Improvements.* The Parties agree that the system improvements specified in the support studies and Public Facilities Capital Improvements Plans are not joint improvements, but consist solely of improvements to be provided by the County and to be funded by the County, in whole or in part with development impact fees collected by the County.

(2) *Funding and Responsibilities.* The City shall not participate or share in the funding of the system improvements specified in the Applicable Public Facilities Capital Improvements Plans.

The City's responsibility shall be limited to providing the information to the County as described herein so the County may collect public facilities development impact fee revenues for expenditure on system improvements included in the Applicable Public Facilities Capital Improvements Plan. No other unit of government shall be responsible for, nor may assume, any share of the funding for the system improvements.

SECTION 8. REVIEW and AMENDMENTS.

(1) *Review of Process.* The parties agree to review the processes set forth herein for the collection of impact fees at the end of one (1) year from the Effective Date of this Agreement. The purpose of the review is to ensure that the process set forth herein works to the mutual satisfaction of the Parties and allows for negotiation and implementation of any necessary amendments in future years.

(2) *Amendments.* This Agreement may be amended only by the mutual consent of the Parties and in the same manner as its original adoption.

SECTION 9. GOVERNING LAW.

This Agreement, and its interpretation and performance, shall be governed and construed in accordance with the applicable laws of the State of South Carolina.

SECTION 10. CONFLICT.

To the extent of any conflict between other County or City ordinances and this Agreement, this Agreement will be deemed to be controlling. This Agreement is not intended to amend or repeal any existing County or City ordinances.

SECTION 11. COOPERATION BETWEEN AND AMONG THE PARTIES.

The County and the City agree to cooperate with each other in all respects regarding the matters addressed in this Agreement. In the event the City enters negotiations with any party for a Development Agreement pursuant to the South Carolina Local Development Agreement Act encompassing land located in Beaufort County, the County agrees that within fifteen (15) business days of notice of such negotiations, it shall provide the current status and projected completion of any projects pursuant to the impact fee ordinance. The County shall update the impact fee ordinance if necessary. The Parties agree the City shall be the primary service provider and any public facility fees shall be calculated and distributed in accordance with Section 82-37(c) of the Beaufort County Impact Fee Procedures Ordinance No. 1999/26 as amended by Ordinance No. 2006/24.

SECTION 12. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

SECTION 13. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such fully executed counterpart.

SECTION 14. AUTHORITY TO EXECUTE.

By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize the Agreement under applicable law.

SECTION 15. EFFECTIVE DATE.

This Agreement shall become effective immediately on the date of approval by the Parties.

[SEPARATE SIGNATURE PAGES FOR EACH PARTY FOLLOW]

SIGNATURE PAGE FOR BEAUFORT COUNTY

IN WITNESS WHEREOF, Beaufort County has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

Beaufort County, South Carolina (L.S.),

By: _____

Printed Name: _____

Title: _____

Attest:

By: _____

Printed Name: _____

Title: _____

(SEAL)

[Approved by Action of Beaufort County Council at its meeting held on _____]

SIGNATURE PAGE FOR CITY OF HARDEEVILLE

IN WITNESS WHEREOF, City of Hardeeville has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

Hardeeville, South Carolina (L.S.),

By: _____

Printed Name: _____

Title: _____

Attest:

By: _____

Printed Name: _____

Title: _____

(SEAL)

[Approved by Action of Hardeeville City Council at its meeting held on _____]

Exhibit A: Information Sheet Form



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY COMMUNITY DEVELOPMENT**

Beaufort County Robert Smalls Complex
Administration Building, 100 Ribaut Road, Room 115
Post Office Drawer 1228, Beaufort SC 29901-1228
Phone: (843) 255-2140 • FAX: (843) 255-9432

July 1, 2019

To Applicant:

This letter will serve as a notice of Beaufort County Impact Fee which must be paid to Beaufort County prior to receiving a Certificate of Occupancy from the City of Hardeeville. The applicant is required to return the Beaufort County Impact Fee Authorization form (Exhibit B) signed and sealed by a Beaufort County Representative to the City of Hardeeville.

The Impact Fee Amounts are as follows:

PUBLIC FACILITY DEVELOPMENT IMPACT FEE AMOUNTS

CITY OF HARDEEVILLE	
Residential Development Only	
Parks/Recreation Development Impact Fee	\$1,385 per Dwelling Unit
Library Facilities Development Impact Fee	\$553 per Dwelling Unit
All Development	
Road Facilities Development Impact Fee	

Single-Family	Dwelling	4.79	3.66	17.51	\$175.15	\$3,063
Apartment (Multi-Family)	Dwelling	3.36	3.66	12.30	\$175.15	\$2,151
Condominium/Townhouse	Dwelling	2.93	3.66	10.72	\$175.15	\$1,876
Senior Adult Housing	Dwelling	1.74	3.66	6.37	\$175.15	\$1,114
Assisted Living/Continuing Care Retirement Community	Beds	1.41	3.66	5.14	\$175.15	\$899
Retail/Commercial/Services						
Hotel/Motel	Rooms	4.46	3.21	14.32	\$175.15	\$2,504
Golf Course	Holes	16.08	3.21	51.63	\$175.15	\$9,030
Multiplex Movie Theater	Screens	65.84	3.21	211.33	\$175.15	\$36,963
Shopping Center/General Retail	1000 SQ.	12.02	3.00	36.07	\$175.15	\$6,309
New Car Sales	1000 sq. ft.	15.00	3.21	48.16	\$175.15	\$8,423
Convenience Market (no gas pumps)	1000 sq. ft.	95.94	1.50	143.91	\$175.15	\$25,170
Convenience Market w/ Gasoline	VFP	70.54	1.50	105.81	\$175.15	\$18,506
Home Improvement/Paint/Garden	1000 sq. ft.	7.45	3.21	23.91	\$175.15	\$4,183
Pharmacy/Drugstore	1000 sq. ft.	17.63	3.00	52.90	\$175.15	\$9,252
Furniture Store	1000 sq. ft.	2.28	3.21	7.31	\$175.15	\$1,278
Bank	1000 sq. ft.	49.30	1.50	73.95	\$175.15	\$12,934
Quality Restaurant	1000sq. ft.	18.44	2.50	46.10	\$175.15	\$8,063
High-Turnover Restaurant	1000 sq. ft.	26.70	2.00	53.40	\$175.15	\$9,341
Fast-Food Restaurant w/ Drive-Thru	1000 sq. ft.	76.90	1.50	115.35	\$175.15	\$20,175
Quick Lubrication Vehicle Shop	Service Bays	17.00	3.21	54.57	\$175.15	\$9,545
Automobile Care Center	Service Bays	5.30	3.21	17.03	\$175.15	\$2,978
Self-Service Car Wash	Service Bays	37.80	1.50	56.70	\$175.15	\$9,917
Office						
General Office Building	1000 SQ.	4.95	3.97	19.67	\$175.15	\$3,440
Medical-Dental Office Building	1000 sq. ft.	16.26	3.97	64.55	\$175.15	\$11,290
Government Office Complex	1000 sq. ft.	12.56	3.97	49.88	\$175.15	\$8,724
Institutional/Medical						
Elementary School	Students	0.55	2.00	1.10	\$175.15	\$192
Middle/High School	Students	0.69	2.50	1.72	\$175.15	\$301
College	Students	0.60	3.36	2.02	\$175.15	\$353
Church/Synagogue	1000 sq. ft.	4.56	3.36	15.30	\$175.15	\$2,677
Daycare	1000 sq. ft.	5.94	1.50	8.92	\$175.15	\$1,560
Hospital	1000 sq. ft.	8.79	3.36	29.52	\$175.15	\$5,163
Nursing Home	Beds	1.19	3.36	3.98	\$175.15	\$696
Clinic	1000 sq. ft.	15.73	3.36	52.84	\$175.15	\$9,241
Industrial						
General Light Industrial	1000 sq. ft.	3.49	3.97	13.84	\$175.15	\$2,420
General Heavy	1000 sq. ft.	0.75	3.97	2.98	\$175.15	\$521
Warehousing	1000 sq. ft.	2.48	3.97	9.85	\$175.15	\$1,722
Mini-Warehouse	1000sq. ft.	1.25	3.97	4.96	\$175.15	\$868

Should you have any questions please contact Hakim Bayyoud at 843-255-2071 with Beaufort County.

Exhibit B: Beaufort County Payment Receipt

Receipt of Payment of Beaufort County Impact Fees

Applicant Information

Property Owner Name: _____

Builder: _____

Mailing Address: _____

Telephone Number: _____

Email: _____

Property Information☐ Residential☐ Commercial

Parcel ID Number: _____

Lot Number: _____

Development: _____

Street Address: _____

I hereby certify that the above referenced property has paid in full all amounts due to Beaufort County pursuant to the (1) Beaufort County Impact Fee Procedures Ordinance No.1999/26 as amended by Ordinance No. 2006/24, (2) Parks & Recreation Facilities Ordinance No. 1999/31 as amended 2006/24, (3) Road Facilities Ordinance No. 1999/32 as amended by Ordinance No. 2006/24, (4) Library Facilities Ordinance No. 1999/33 as amended by Ordinance 2006/24, and (5) Beaufort County Community Development Code ("CDC") .

By: _____

Amount: _____

Authorized Beaufort County Representative

Date: _____

[SEAL]



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

FY 2019-2020 Beaufort County School District Budget

Council Committee:

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

Meeting Date:

CC June 17, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Amount of appropriation = \$254,297,442

Points to Consider:

Funding & Liability Factors:

Council Options:

Approve or Approve with amendments

Recommendation:

Approve as presented.

ORDINANCE NO. 2019/___

FY 2019-2020 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET

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

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

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

SECTION 2. MILLAGE

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

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

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

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

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

SECTION 3. SCHOOL OPERATIONS APPROPRIATION

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

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

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

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

SECTION 4. BUDGETARY ACCOUNT BREAKOUT

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

SECTION 5. OUTSTANDING BALANCE APPROPRIATION

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

SECTION 6. TRANSFERS VALIDATED

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

SECTION 7. EFFECTIVE DATE

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

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

First Reading, by Title Only:

Second Reading:

Public Hearings:

Third and Final Reading:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

FY 2020 Beaufort County Budget

Council Committee:

Finance Committee

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Alicia Holland, Assistant Administrator, Finance

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve budget ordinance or reject

Recommendation:

Approve budget ordinance

Beaufort County, South Carolina
Fiscal Year 2020 Summary Budget Increase Requests

	<u>REQUESTED</u>	<u>RECOMMENDED</u>	
Fiscal Year 2019 Beaufort County General Fund Total Appropriation			\$ 126,775,491
County Compensation Plan increase	\$ 3,740,000	\$ 3,070,000	
Cost difference as a result of self-insured initiatives	\$ (1,500,000)	\$ (1,500,000)	
Personnel Increases	\$ 1,093,045	\$ 573,223	
Operations Increases	\$ 1,801,324	\$ 1,240,324	
Beaufort County Sheriff's Office Increase	\$ 1,968,785	\$ 1,968,785	
14th Circuit Solicitor Increase	\$ 642,500	\$ 642,500	
Magistrate Court Increase	\$ 150,919	\$ 150,919	
14th Circuit Public Defender Increase	\$ 50,000	\$ 50,000	
Transfer to Daufuskie Ferry Transportation Fund decrease	\$ (82,075)	\$ (82,075)	
Subsidies Increase	\$ 502,013	\$ 502,013	
Economic Development (separately stated millage rate)	\$ 8,594	\$ 8,594	
Higher Education (separately stated millage rate)	\$ 126,742	\$ 126,742	
Indigent Health Care (separately stated millage rate)	<u>\$ 34,467</u>	<u>\$ 34,467</u>	
Grand Total FY 2020 Budget Increases	<u>\$ 8,536,314</u>	<u>\$ 6,785,492</u>	

Fiscal Year 2020 Beaufort County General Fund Recommended/Proposed Appropriation **\$ 133,560,983**

Capital (one-time) Increase Requests	\$ 1,367,003	\$ 1,288,734
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Recommendation to identify separately stated millage rate to fund capital/one-time requests

Beaufort County, South Carolina
Fiscal Year 2020 Personnel Budget Increase Requests

	REQUESTED	RECOMMENDED	FTEs
County Council/Clerk to Council	\$ 50,000	\$ 55,575	1.00
This new FTE is for a third administrative position to assist with the workload of the clerk to council office.			
Auditor	\$ 31,466	\$ -	-
The Auditor states this increase is due to utilizing vacancy funds to increase current staff compensation.			
Clerk of Court	\$ 49,600	\$ 49,600	1.00
The Clerk of Court is requesting a new FTE for an office manager.			
Coroner	\$ 44,062	\$ 44,062	1.00
The Coroner is requesting one new FTE for a deputy coroner.			
County Attorney/Legal	\$ 78,726	\$ 78,726	1.00
The County Attorney is requesting one new FTE for an entry level attorney.			
Finance	\$ 200,000	\$ 200,000	3.00
Finance Committee discussed in April 2018 that the Finance Department would add two FTEs for Accounts Receivable/Revenue purposes. This amount also includes a third FTE for a Grants Accountant due to the volume of grants within Beaufort County.			
Information Technology - Systems Management	\$ 93,000	\$ 93,000	1.00
This includes a new FTE for a network technician due to additional growth/demands.			
Emergency Medical Services	\$ 74,400	\$ 74,400	1.00
New FTE for an administrative and support officer.			
Building Codes	\$ 78,120	\$ 78,120	1.00
New FTE for a commercial plans examiner.			
Codes Enforcement	\$ 32,240	\$ 32,240	0.50
This includes a transition from a PTE to a FTE.			
Animal Services	\$ 39,050	\$ 39,050	2.00
This includes a transition from two FTEs to four FTEs - two Animal Care Techs to four Kennel Techs.			
Public Works Administration and General Support	\$ 236,285	\$ (38,169)	-
Roads and Drainage	\$ (132,252)	\$ (176,781)	-
Solid Waste & Recycling	\$ 174,948	\$ -	-
Veterans Affairs	\$ 43,400	\$ 43,400	1.00
New FTE for an administrative support technician.			
Total Fiscal Year 2020 Personnel Budget Increase Requests	\$ 1,093,045	\$ 573,223	13.50

Note: All County departments, **EXCEPT** the Beaufort County Sheriff's Office, Magistrate Court, Solicitor and Public Defender participate in the County's compensation plan.

All adjustments as a result of the County's compensation plan are being calculated in total, not included in the above data and will be allocated during Fiscal Year 2020 as applicable.

Beaufort County, South Carolina
Fiscal Year 2020 Operating Budget Increase Requests

	REQUESTED	RECOMMENDED
County Council		
Internal Audit process	\$ 75,000	\$ 75,000
Increased stormwater fees for county owned property	\$ 22,405	\$ 22,405
Auditor	\$ 10,739	\$ 10,739
Postage, web page development, value guide books and training/conferences		
Treasurer	\$ 9,000	\$ 9,000
Software annual license fee		
Clerk of Court	\$ 49,391	\$ 49,391
Jurors/Witnesses fees, Stage Front maintenance contract, postage and telephone		
Probate Court	\$ 4,542	\$ 4,542
Computer and scanners		
Coroner	\$ 20,000	\$ 20,000
Medical/Dental services related to autopsies		
County Administrator	\$ (115,301)	\$ (115,301)
Reduction of contingency from \$215,301 to \$100,000		
Finance	\$ 60,000	\$ 60,000
Tyler Munis (financial enterprise software) increased annual cloud based cost		
Risk Management	\$ 30,000	\$ 30,000
Safety training and software for workers' compensation and liability claims		
Purchasing	\$ 15,000	\$ 15,000
Annual costs for Vendor Registry and eProcurement Module (Tyler Munis module)		
Register of Deeds	\$ 28,500	\$ 28,500
Scanning and indexing of old images to merge into online search system		
Community Development		
EnerGov, increased annual software costs	\$ 59,883	\$ 59,883
Comprehensive plan update	\$ 27,000	\$ 27,000
Business License		
EnerGov, increased annual software costs	\$ 7,000	\$ 7,000
Emergency Medical Services	\$ 117,794	\$ 117,794
Medical physican and maintenance contracts		

Beaufort County, South Carolina
Fiscal Year 2020 Operating Budget Increase Requests

	<u>REQUESTED</u>	<u>RECOMMENDED</u>
Building Codes		
EnerGov, increased annual software costs	\$ 40,000	\$ 40,000
Codes Enforcement		
EnerGov, increased annual software costs	\$ 20,000	\$ 20,000
Animal Services		
Increased operating costs for new facility	\$ 129,000	\$ 129,000
Public Works Administration and General Support		
Long term recovery group disaster relief funds	\$ 561,000	\$ -
Grant match:	\$ 102,271	\$ 102,271
(warning sirens, hazmat mitigation plan and Buckwalter generator)		
Disaster Recovery Staff Training	\$ 10,000	\$ 10,000
Sidewalk and parking lot repairs/stripping	\$ 50,000	\$ 50,000
Solid Waste and Recycling		
Increased costs due to growth/demand	\$ 528,100	\$ 528,100
Social Services		
Medicaid workers' contract local match reduction	\$ (60,000)	\$ (60,000)
Total Fiscal Year 2020 Operating Budget Increase Requests	<u>\$ 1,801,324</u>	<u>\$ 1,240,324</u>

Beaufort County, South Carolina
Fiscal Year 2020 Other Budget Increase Requests

	FY 2019 APPROPRIATION	FY 2020 REQUESTED	FY 2020 RECOMMENDED	FY 2020 PROPOSED APPROPRIATION
<u>Beaufort County Elected Officials (not participating in County's compensation plan)</u>				
Beaufort County Sheriff's Office <i>(includes Emergency Management)</i>	\$ 31,410,047	\$ 1,968,785	\$ 1,968,785	\$ 33,378,832
14th Circuit Solicitor	\$ 1,245,000	\$ 642,500	\$ 642,500	\$ 1,887,500
Magistrate Court	\$ 2,063,293	\$ 150,919	\$ 150,919	\$ 2,214,212
14th Circuit Public Defender	\$ 849,809	\$ 50,000	\$ 50,000	\$ 899,809
Total	\$ 35,568,149	\$ 2,812,204	\$ 2,812,204	\$ 38,380,353
<u>Transfers to Other Funds</u>				
Daufuskie Ferry Transportation Fund	\$ 262,075	\$ (82,075)	\$ (82,075)	\$ 180,000
<u>Subsidies</u>				
Economic Development				
Southern Carolina Alliance contract	\$ -	\$ 120,000	\$ 120,000	\$ 120,000
Econ Dev Corp requested increase	\$ 270,000	\$ 105,000	\$ 105,000	\$ 375,000
LRTA/Palmetto Breeze	\$ 228,844	\$ 120,013	\$ 120,013	\$ 348,857
Military Enhancement Committee (MEC)	\$ -	\$ 62,000	\$ 62,000	\$ 62,000
Hilton Head Island Recreation Association	\$ 215,000	\$ 60,000	\$ 60,000	\$ 275,000
Beaufort Soil and Water Conservation District	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
Small Business Development	\$ 25,000	\$ 10,000	\$ 10,000	\$ 35,000
Total Subsidy increases	\$ 738,844	\$ 502,013	\$ 502,013	\$ 1,240,857
<u>Increases funded by separately stated millage rates</u>				
Economic Development	\$ 500,000	\$ 8,594	\$ 8,594	\$ 508,594
Higher Education	\$ 4,509,290	\$ 126,742	\$ 126,742	\$ 4,636,032
Indigent Health Care	\$ 1,550,000	\$ 34,467	\$ 34,467	\$ 1,584,467
Total separately stated millage rate increases	\$ 6,559,290	\$ 169,803	\$ 169,803	\$ 6,729,093

Beaufort County, South Carolina
Fiscal Year 2020 Capital Budget Increase Requests

	REQUESTED	RECOMMENDED
Facilities Maintenance	\$ 350,000	\$ 350,000
Detention Center Generator		
Public Works Administration and General Support	\$ 180,000	\$ 180,000
Dump truck replacement		
Parks and Recreation	\$ 156,600	\$ 156,600
Six new vehicle replacements and aerator for field use		
Coroner	\$ 117,403	\$ 39,134
Three vehicle replacements including equipment for each vehicle		
Building Codes	\$ 98,000	\$ 98,000
Four new truck replacements		
Traffic and Transportation Engineering	\$ 90,000	\$ 90,000
Bucket truck replacement for signal maintenance		
Information Technology - Mapping and Applications	\$ 80,000	\$ 80,000
Software upgrades for GIS webtool, App Extender and MS4 Coastal Hazards		
Engineering	\$ 32,000	\$ 32,000
New vehicle replacement		
Emergency Medical Services	\$ 45,000	\$ 45,000
One Quick Response Vehicle (QRV) replacement		
Treasurer	\$ 43,000	\$ 43,000
Renovation/update of the Hilton Head office; security camera retention/improvements; and software acquisition.		
Voter Registration and Elections	\$ 35,000	\$ 35,000
One new vehicle addition		
Risk Management	\$ 32,000	\$ 32,000
Two vehicle replacements		
Animal Services	\$ 30,000	\$ 30,000
Two vehicle replacements		
Mosquito Control	\$ 28,000	\$ 28,000
New truck and winch replacement		
Broadcast Services	\$ 25,000	\$ 25,000
One vehicle replacement		
Veterans Affairs	\$ 25,000	\$ 25,000
One vehicle addition		
Total Fiscal Year 2020 Capital Budget Increase Requests	\$ 1,367,003	\$ 1,288,734

Fiscal Year 2020 Budget Requested Increases to be considered

<u>Budget Item</u>	<u>Dollar Amount</u>	<u>Millage</u>
Beaufort County Sheriff's Office	\$ 1,968,785	1.01
County Compensation Plan (pay for performance)	\$ 1,500,000	0.77
3% Cost of Living Adjustment (COLA)	\$ 1,300,000	0.66
14th Circuit Solicitor	\$ 642,500	0.33
LRTA/Palmetto Breeze	\$ 120,013	0.06
Military Enhancement Committee	\$ 62,000	0.03
Hilton Head Island Recreation Association	\$ 60,000	0.03
Small Business Development	<u>\$ 10,000</u>	<u>0.01</u>
Total Increases to be considered	<u>\$ 5,663,298</u>	<u>2.90</u>

Items not currently included in the FY 2020 Proposed Budget

Public Defender additional request	\$ 123,430	0.06
Housing Trust Fund	<u>\$ 65,000</u>	<u>0.03</u>
Total items not currently included	<u>\$ 188,430</u>	<u>0.10</u>

Beaufort County, South Carolina
FY 2020 MILLAGE IMPACT SUMMARY

	Countywide Rates		Rates below include operations and debt. Rates only apply to each jurisdiction.				
	County Operations	School District Operations	Bluffton Fire District	Burton Fire District	Daufuskie Island Fire District	Lady's Island/St. Helena Fire District	Sheldon Fire District
Proposed Millage Increase	1.74	9.70	0.15	1.51	1.74	0.82	2.26
Millage rate increase impact on \$100,000 value (4%)	\$ 6.96	\$ -	\$ 0.60	\$ 6.04	\$ 6.96	\$ 3.28	\$ 9.04
Millage rate increase impact on \$100,000 value (6%)	\$ 10.44	\$ 58.20	\$ 0.90	\$ 9.06	\$ 10.44	\$ 4.92	\$ 13.56

ORDINANCE 2019 _____

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

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

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

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

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

WHEREAS, the Department of Health and Environmental Control (DHEC) has notified Property Management Company, LLC of some deficiencies in the building that necessitate the need to utilize the space currently allotted to the general store; and

WHEREAS, the Public Facilities committee considered the Property Management Company, LLC proposal at the March 4, 2019 meeting and recommended approval; and

WHEREAS, Property Management Company, LLC desires to use the general store space to comply with certain DHEC regulations for the restaurant and also to maintain a portion of the space for a general store; and

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

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

additional authority to include in the Marshside Mama's lease with Property Management Company, LLC the additional adjacent space known as the general store with the same terms as originally provided for in the lease for the general store.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council.

Chronology

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



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Marshside Mama's Lease amendment

Council Committee:

Finance Committee

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

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

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

ORDINANCE 2019 _____

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

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

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WHEREAS, the Public Facilities committee considered the Property Management Company, LLC proposal at the March 4, 2019 meeting and recommended approval; and

WHEREAS, Property Management Company, LLC desires to use the general store space to comply with certain DHEC regulations for the restaurant and also to maintain a portion of the space for a general store; and

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additional authority to include in the Marshside Mama's lease with Property Management Company, LLC the additional adjacent space known as the general store with the same terms as originally provided for in the lease for the general store.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council.

Chronology

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