



County Council Meeting Beaufort County, SC

This meeting will be held both in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and also virtually through Zoom.

**Monday, March 14, 2022
6:00 PM**

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION - COUNCIL MEMBER LAWSON
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- December 13, 2021; January 10, 2022
6. ADMINISTRATOR'S REPORT
- [7.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING MARCH 2022 AS DISABILITIES AWARENESS MONTH
- [8.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING MARCH 2022 AS PROCUREMENT MONTH

CITIZEN COMMENTS

9. **CITIZEN COMMENTS - (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. LIASION AND COMMITTEE REPORTS

PUBLIC HEARINGS AND ACTION ITEMS

11. APPROVAL OF CONSENT AGENDA
- [12.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR APPROVAL OF A ZONING MAP AMENDMENT/REZONING REQUEST FOR NINETEEN (19) RURAL AND CRITICAL LANDS PRESERVATION PROGRAM PROPERTIES FROM VARIOUS ZONING DISTRICTS TO T1 NATURAL PRESERVE (T1NP)

Vote at First Reading on February 28, 2022- 10:0

- [13.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR APPROVAL OF A ZONING MAP AMENDMENT REQUEST FOR 6.26 ACRES (R100 027 000 0387 0000) 186 CHEROKEE FARMS ROAD FROM T2 RURAL TO T4 HAMLET CENTER OPEN

Vote at First Reading on February 28, 2022- 10:0

- [14.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR APPROVAL OF A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTIONS A.2.40 (PERMITTED ACTIVITIES), A.4.40 (PERMITTED ACTIVITIES), AND A.5.40 (PERMITTED ACTIVITIES) TO REVISE THE LADY’S ISLAND COMMUNITY PRESERVATION, LADY’S ISLAND NEIGHBORHOOD ACTIVITY CENTER, AND LADY’S ISLAND PROFESSIONAL OFFICE DISTRICTS TO INCLUDE SHORT-TERM RENTALS AS A SPECIAL USE.

Vote at First Reading on February 28, 2022- 10:0

- [15.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR APPROVAL OF A ZONING MAP AMENDMENT/REZONING REQUEST FOR 6.55 ACRES (R600 041 000 0172 0000) AT 28 BUCKINGHAM PLANTATION DRIVE FROM T4 HAMLET CENTER OPEN TO T4 NEIGHBORHOOD CENTER

Vote at First Reading on February 28, 2022- 6:4

- [16.](#) PUBLIC HEARING AND SECOND READING FOR AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY WITH TMS NO. R200 010 000 0170 0000

Vote at First Reading on February 28, 2022- 10:0

- [17.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO AMEND THE 2021-22 BUDGET TO RECOGNIZE ARPA FUND EXPENDITURES

Vote at First Reading on February 28, 2022- 10:0

- [18.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR APPROVAL OF FY 2022 LOCAL ACCOMMODATIONS & LOCAL HOSPITALITY TAX GRANT AWARDS- *FISCAL IMPACT: RECOMMENDATIONS OF \$2,399,808 TO BE PROVIDED OUT OF THE LOCAL ACCOMMODATIONS TAX FUND AND THE LOCAL HOSPITALITY TAX FUND*

Vote at First Reading on February 28, 2022- 10:0

- [19.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING AN EMERGENCY MEDICAL SERVICES ("EMS") DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW DEVELOPMENT IN THE COUNTY EXCEPT FOR NEW DEVELOPMENT IN THE TOWN OF HILTON HEAD ISLAND; TO ENSURE THAT EMS FACILITIES (EMS STATIONS AND EMERGENCY VEHICLES) WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM NEW DEVELOPMENT IN THE COUNTY (EXCEPT WITHIN HILTON HEAD ISLAND) BASED ON THE COUNTY’S LEVEL OF SERVICE STANDARDS FOR EMS FACILITIES AND CAPITAL IMPROVEMENTS PLAN (CIP), AND TO ASSIGN THE COSTS OF SUCH EMS FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW DEVELOPMENT

Vote at First Reading on February 28, 2022- 10:0

- [20.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR APPROVAL OF A TEXT AMENDMENT TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 82: IMPACT FEES, ARTICLE I, IN GENERAL; ARTICLE II, DEVELOPMENT IMPACT FEE PROCEDURES; ARTICLE, III, PARKS, AND RECREATION FACILITIES; ARTICLE V, LIBRARY FACILITIES; ARTICLE VI, FIRE FACILITIES; AND EFFECTIVE DATES.

Vote at First Reading on February 28, 2022- 10:0

- [21.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR APPROVAL OF A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 4.1.70 (DRIVE-THROUGH FACILITIES) TO CLARIFY THE STANDARDS FOR DRIVE-THRU IN TRANSECT ZONES AND TO ADD/AMEND STANDARDS TO MANAGE THE DEVELOPMENT OF DRIVE-THROUGHS IN BOTH THE TRANSECT AND CONVENTIONAL ZONES.

Vote at First Reading on February 28, 2022- 10:0

- [22.](#) FIRST READING OF AN ORDINANCE AUTHORIZING THE APPROVAL TO TERMINATE AN EASEMENT AND EXECUTE AN EASEMENT ENCUMBERING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS FORDS SHELL RING
- [23.](#) FIRST READING OF AN ORDINANCE REPEALING AN ORDINANCE CREATING THE SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD
- [24.](#) FIRST READING OF AN ORDINANCE TO APPROVE THE TEXT AMENDMENTS TO CHAPTER 14, ARTICLE II: ANIMAL CONTROL ORDINANCES
- [25.](#) APPROVAL OF A RESOLUTION FOR A STORMWATER UTILITY INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT WITH THE CITY OF BEAUFORT
- [26.](#) APPROVAL OF A RESOLUTION FOR A STORMWATER UTILITY INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT WITH THE TOWN OF PORT ROYAL
- [27.](#) APPROVAL OF A RESOLUTION TO ESTABLISH BEAUFORT COUNTY'S COMMUNITY DEVELOPMENT PRIORITY LIST
- [28.](#) A RESOLUTION SUPPORTING THE SOUTH CAROLINA AMERICAN REVOLUTION SESTERCENTENNIAL COMMISSION AND RECOGNIZING AND ESTABLISHING THE BEAUFORT COUNTY 250 COMMITTEE

CITIZEN COMMENTS

- 29. **CITIZEN COMMENTS - (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)**
- 30. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Executive Committee

1. APPROVAL OF THE REAPPOINTMENT OF STEPHEN F. LARSON, M.D., TO THE BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES FOR A SECOND FOUR-YEAR TERM WITH AN EXPIRATION DATE OF 2026
2. APPROVAL OF THE REAPPOINTMENT OF WILLIAM HIMMELSBACH TO THE BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES FOR A THIRD FOUR-YEAR TERM WITH AN EXPIRATION DATE OF 2026
3. APPROVAL OF THE APPOINTMENT OF ALVIN GREEN TO THE BEAUFORT-JASPER ECONOMIC OPPORTUNITY COMMISSION FOR A FIRST TERM WITH AN EXPIRATION DATE OF 2026

Items Originating from the Community Services Committee

4. APPROVAL OF THE APPOINTMENT OF ALAN ARSENEAU TO THE BEAUFORT COUNTY PARKS AND RECREATION BOARD FOR A PARTIAL TERM WITH AN EXPIRATION DATE OF 2025
5. APPROVAL OF THE REAPPOINTMENT OF RICK KROB TO THE BEAUFORT COUNTY, BLUFFTON TOWNSHIP FIRE DISTRICT BOARD FOR A SECOND TERM WITH AN EXPIRATION DATE OF 2026
6. APPROVAL OF THE REAPPOINTMENT OF JOSEPH PAOLO TO THE BEAUFORT COUNTY, BLUFFTON TOWNSHIP FIRE DISTRICT BOARD FOR A SECOND TERM WITH AN EXPIRATION DATE OF 2026
7. APPROVAL OF THE APPOINTMENT OF DANA MARSH TO THE BEAUFORT COUNTY, BLUFFTON TOWNSHIP FIRE DISTRICT FOR A FIRST TERM (PARTIAL-TERM) WITH AN EXPIRATION DATE OF 2025

Items Originating from the Finance Committee

8. THIRD READING OF AN ORDINANCE AMENDING ARTICLE III, SECTION 2 OF THE 2020 BUSINESS LICENSE TAX ORDINANCE, SO THAT THE DEFINITION OF "BUSINESS" MEANS "ANY BUSINESS, CALLING, OCCUPATION, PROFESSION, OR ACTIVITY ENGAGED IN WITH THE OBJECT OF GAIN, BENEFIT, OR ADVANTAGE, EITHER DIRECTLY OR INDIRECTLY. IN ADDITION TO THE ABOVE-DESCRIBED ACTIVITIES CONSTITUTING DOING BUSINESS IN THE COUNTY, AN INDIVIDUAL OWNS AND RENTS TWO OR MORE RESIDENTIAL UNITS (OR HOLDS A PARTIAL INTEREST THEREIN) WITHIN THE COUNTY, EXCLUDING THE MUNICIPALITIES THEREIN. THIS APPLIES TO (30 DAYS OR MORE) ONLY."

Vote at First Reading on January 24, 2022- 11:0

Vote at Public Hearing and Second Reading on February 28, 2022- 10:0

9. THIRD READING OF AN ORDINANCE APPROPRIATING FUNDS FROM ACCOMMODATIONS TAX FUND BASED ON RECOMMENDATIONS FROM THE ACCOMMODATIONS TAX(STATE 2%) BOARD TO TOURISM-RELATED ORGANIZATIONS IN THE AMOUNT OF \$800,000.

Vote at First Reading on January 24, 2022- 11:0

Vote at Public Hearing and Second Reading on February 28, 2022- 10:0

Items Originating from the Natural Resources Committee

10. APPROVAL OF THE REAPPOINTMENTS OF JANET PORTER FOR A SECOND TERM EXPIRING IN 2026; JOSEPH BOGACZ FOR A THIRD TERM EXPIRING IN 2026; BERNARD COLE FOR A FOURTH TERM EXPIRING IN 2026; LYNNE MILLER FOR A FOURTH TERM EXPIRING IN 2026; BRENDA POWELL FOR A THIRD TERM EXPIRING IN 2026; ROSALIE RICHMAN FOR A THIRD TERM EXPIRING IN 2026; AND ANNA MARIA TABERNIK FOR A FOURTH TERM EXPIRING IN 2026 TO THE BEAUFORT COUNTY LIBRARY BOARD
11. RECOMMEND APPROVAL OF THE APPOINTMENT OF EVAN BROMLEY TO THE BEAUFORT COUNTY ZONING BOARD OF APPEALS FOR A FIRST TERM WITH AN EXPIRATION DATE OF 2026

12. RECOMMEND APPROVAL OF THE REAPPOINTMENT OF JOHN A CHEMSAK TO THE BEAUFORT COUNTY ZONING BOARD OF APPEALS FOR A THIRD TERM WITH AN EXPIRATION DATE OF 2025
13. RECOMMEND APPROVAL OF THE REAPPOINTMENT OF JOHN A CHEMSAK TO THE BEAUFORT COUNTY ZONING BOARD OF APPEALS FOR A SECOND TERM WITH AN EXPIRATION DATE OF 2025

Items Originating from the Public Facilities Committee

14. THIRD READING OF AN ORDINANCE TO AMEND ARTICLE IX: GOVERNMENT-OWNED PROPERTY AND FACILITIES, DIVISION 2 OF BEAUFORT COUNTY'S CODE OF ORDINANCES TO INCLUDE A NEW SECTION: *SECTION 2-675. CAMPING PROHIBITED*

Vote at First Reading on January 24, 2022- 11:0

Vote at Public Hearing & Second Reading on February 28, 2022- 10:0

15. THIRD READING OF AN ORDINANCE APPROVING THE CONVEYANCE OF PORTIONS OF THE RIGHT OF WAY KNOWN AS BOSTICK ROAD AND AUTHORIZES THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS

Vote at First Reading on January 24, 2022- 11:0

Vote at Public Hearing and Second Reading on February 28, 2022- 10:0

16. THIRD READING OF AN ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE TO APPROVE THE FUNDING OF THE BOUNDARY STREET TENNIS COURTS PROJECT, APPROVE THE RECOMMENDATION TO AWARD IFB# 112221E CONSTRUCTION CONTRACT, AND TO MAKE APPROPRIATIONS THEREFORE

Vote at First Reading on January 24, 2022- 11:0

Vote at Public Hearing and Second Reading on February 28, 2022- 10:0

END OF CONSENT AGENDA

TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>



Caucus Beaufort County, SC

This meeting was held both in person in Council Chambers at 100 Ribaut Road, Beaufort, and virtually through Zoom.

**Monday, December 13, 2021
4:30 PM**

MINUTES

1. **CALL TO ORDER**

Chairman Passiment Called the meeting to order at 4:30PM

PRESENT

Chairman Joseph F. Passiment
Vice Chairman D. Paul Sommerville
Council Member Logan Cunningham
Council Member Gerald Dawson
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

2. **PLEDGE OF ALLEGIANCE**

Council Member Lawrence McElynn led the pledge of allegiance.

3. **FOIA**

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.

4. **APPROVAL OF THE AGENDA**

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member McElynn to approve the caucus agenda.

The Vote: Motion approved without objection.

5. **AGENDA REVIEW**

Chairman Passiment stated he was going to ask for an amendment to the ordinance regarding the Public Defender's office and request someone refer it back to the finance committee.

Administrator Greenway stated he needed to add an item added to the main agenda for a sub-recipient grant agreement with the City of Beaufort regarding a road project.

6. **COUNCIL MEMBER DISCUSSION**

Discussion: No discussion.

7. **EXECUTIVE SESSION**

Motion: It was moved by Council Member Rodman, Seconded by Council Member Hervochon to go into executive session.

The Vote: Motion was approved without objection.

8. **ADJOURNMENT**

The meeting is adjourned at 5:50 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



County Council Meeting Beaufort County, SC

This meeting was held both in person and virtually through Zoom.

Monday, December 13, 2021
5:30 PM

MINUTES

1. **CALL TO ORDER**

Chairman Passiment called the meeting to order at 5:30PM

PRESENT

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Vice Chairman D. Paul Sommerville
Council Member York Glover
Council Member Chris Hervochon
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

2. **PLEDGE OF ALLEGIANCE AND INVOCATION**

Council Member Lawrence McElynn led the pledge of allegiance and gave the invocation.

3. **FOIA**

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

4. **APPROVAL OF AGENDA**

Motion to amend: It was moved by Vice-Chairman Sommerville, Seconded by Council Member Rodman to amend the agenda to refer Item 14 to the Finance Committee for further discussion; add the General Fund balance to item number 25 as the funding source, and add a sub-recipient agreement with the City of Beaufort to the agenda as item number 27.

The Vote - The motion was approved without objection.

Main Motion: It was moved by Council Member McElynn, Seconded by Vice-Chairman Sommerville to approve the agenda as amended.

The Vote – The motion was approved without objection.

5. **BREAK FOR TREE LIGHTING CEREMONY**

Chairman Passiment recessed the meeting for the Annual Tree Lighting Ceremony.

6. **APPROVAL OF MINUTES**

Motion: It was moved by Vice-Chairman Sommerville, Seconded by Council Member Howard to approve the minutes of September 27th and October 11th, 2021.

The Vote - The motion was approved without objection.

7. **ADMINISTRATOR'S REPORT**

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

<https://beaufortcountysc.new.swagit.com/videos/150469>

8. **CITIZEN COMMENTS**

Leroy Gilliard stated the people in this county that are feeling the burden are the poor people. He also addressed the stormwater fees and is in disagreement with the council's decision to enforce those.

William Smith of St. Helena stated he disagreed with how the county is looking at spending ARPA funds and he doesn't believe the county is using the money for its intended purposes.

9. **LIASION AND COMMITTEE REPORTS**

Council Member Rodman reviewed the Public Facilities consent agenda items.

Council Member Lawson reviewed the one Finance Committee item on the consent agenda.

Council Member Alice Howard reviewed the Natural Resources Committee consent agenda items.

Council Member Glover stated he is the liaison for the Disabilities and Special Needs Board and noted the calendars placed at each council seat are from the Disabilities and Special Needs consumers and contain a daily inspirational quote.

To see the full discussion that occurred during the liaison and committee reports please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/150469>

10. **APPROVAL OF CONSENT AGENDA**

Council Member Flewelling asked that item number 2 from the consent agenda be removed for discussion.

Motion: It was moved by Council Member Rodman, Seconded by Vice-Chairman Sommerville to approve the consent agenda minus item number 2 regarding BMH Board appointments.

The Vote: The motion was approved without objection.

11. **APPOINTMENT OF 1 of 2 INDIVIDUALS, CAROLYN M. BANNER, Ph.D. OR ANGELA D. SIMMONS Ph.D., TO THE BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES FOR A PARTIAL TERM EXPIRING IN 2023**

Motion: It was moved by Vice-Chairman Sommerville, Seconded by Council Member Flewelling to approve the appointment of Carolyn M. Banner, Ph.D to the Beaufort Memorial Hospital Board of Trustees.

The Vote - The motion was approved without objection.

12. **SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY A PORTION OF, ACCEPT A DEED FOR, AND CONVEY A PERPETUAL EASEMENT ON A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY WITH TMS NO. R600 021 000 0673 0000; EXECUTE AN AMENDMENT TO A DEED OF PERPETUAL EASEMENT ON A PORTION OF THE PROPERTY WITH TMS NO. R600 021 000 0007 0000; AND ACCEPT A DONATION TO THE RURAL AND CRITICAL LANDS PROGRAM**

Motion: It was moved by Council Member Howard, Seconded by Council Member McElynn to approve second reading of an ordinance authorizing the County Administrator to execute the necessary documents to convey a portion of, accept a deed for, and convey a perpetual easement on a portion of property owned by Beaufort County with tms no. R600 021 000 0673 0000; execute an amendment to a deed of perpetual easement on a portion of the property with tms no. R600 021 000 0007 0000; and accept a donation to the rural and critical lands program.

Discussion: Council Member Flewelling stated he intended to vote against the item and requested a roll call vote.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Hervochon, Council Member Rodman, Council Member Lawson, Council Member Dawson, Council Member Cunningham. Voting Nay: Council Member Glover, Council Member Flewelling. The motion passed 9:2.

13. **FIRST READING BY TITLE ONLY OF AN ORDINANCE REDISTRICTING THE COUNTY COUNCIL OF BEAUFORT COUNTY**

Motion: It was moved by Vice-Chairman Sommerville, Seconded by Council Member McElynn to approve the first reading of an ordinance redistricting the County Council of Beaufort County version 3.

The Vote - The motion was approved without objection.

14. **FIRST READING BY TITLE ONLY OF AN ORDINANCE ALLOCATING \$166,397.00 TO THE BEAUFORT COUNTY DEFENDERS OFFICE TO COVER A COST-OF-LIVING INCREASE, COMPENSATION STUDY INCREASE, AND COST REQUIRED TO HIRE ANOTHER MAGISTRATE COURT ATTORNEY**

Motion: It was moved by Council Member Sommerville, seconded by Council Member McElynn to refer the item back to the Finance Committee for further discussion.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn. Voting Nay: Council Member Glover, Council Member Dawson, Council Member Flewelling, Council Member Cunningham. The motion passed 7:4.

15. **FIRST READING BY TITLE ONLY OF AN ORDINANCE AMENDING THE 2021-22 BUDGET ORDINANCE TO REFLECT THE RECEIPT OF AMERICAN RESCUE PLAN ACT ("ARPA") FUNDS FROM THE US GOVERNMENT**

Motion: It was moved by Council Member Rodman, Seconded by Council Member Lawson to approve first reading by title only of an ordinance amending the 2021-22 budget ordinance to reflect the receipt of American Rescue Plan Act ("ARPA") funds from the US Government.

Discussion: To see the full discussion regarding ARPA funds please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/150469>

The Vote - The motion was approved without objection.

16. **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE SC TRANSPORTATION INFRASTRUCTURE BANK**

Motion: It was moved by Council Member Rodman, Seconded by Council Member McElynn to approve a resolution approving an Intergovernmental Agreement with the SC Transportation Infrastructure Bank.

The Vote - The motion was approved without objection.

17. **A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO REFUND THE \$3001.54 AMOUNT OF IMPACT FEES PAID BY BEAUFORT HOUSING AUTHORITY ON 2 RESIDENTIAL UNITS FRONTING RIBAUT ROAD**

18. **A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO WAIVE OR REFUND THE \$17,768 TOTAL AMOUNT OF IMPACT FEES DUE OR PAID BY HILTON HEAD REGIONAL HABITAT FOR HUMANITY ON 8 RESIDENTIAL UNITS FRONTING ALEX PATTERSON ROAD**

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover to approve item 17, a resolution authorizing the County Administrator to refund the \$3001.54 amount of impact fees paid by Beaufort Housing Authority on 2 residential units fronting Ribaut Road, and item 18, a resolution authorizing the County Administrator to waive or refund the \$17,768 total amount of impact fees due or paid by Hilton Head Regional Habitat For Humanity on 8 residential units fronting Alex Patterson Road, together.

The Vote - The motion was approved without objection.

19. **A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS TMS# R300 028 000 0016 0000 AND ALSO KNOWN AS BERMUDA BLUFF**

Motion: It was moved by Council Member Glover, Seconded by Council Member Flewelling to approve a resolution authorizing the County Administrator to execute the necessary documents and provide funding for the fee simple purchase of real property known as tms# r300 028 000 0016 0000 and also known as Bermuda Bluff.

20. **A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES ENCUMBERING THE ROAD RIGHT OF WAY FOR KLINE CIRCLE**

Motion: It was moved by Council Member Dawson, Seconded by Council Member Flewelling to approve a resolution authorizing the county administrator to execute any and all necessary documents for the acceptance of properties encumbering the road right of way for Kline Circle

21. **A RESOLUTION SUPPORTING FEDERAL FLOOD MITIGATION ASSISTANCE REIMBURSABLE GRANT PROGRAMS**

22. **A RESOLUTION TO ADOPT THE BEAUFORT COUNTY FLOOD MITIGATION ASSISTANCE POLICY**

Motion: It was moved by Council Member Lawson, Seconded by Council Member Howard to approve item 21, a resolution supporting federal flood mitigation assistance reimbursable grant programs, and 22, a resolution to adopt the Beaufort County flood mitigation assistance policy, together.

The Vote – The motion was approved without objection.

23. **ACCOMMODATIONS TAX (STATE 2%) BOARD RECOMMENDATIONS TO TOURISM-RELATED ORGANIZATIONS IN THE AMOUNT OF \$800,000**

Motion: It was moved by Council Member Howard, Seconded by Vice Chairman Sommerville to approve the accommodations tax (state 2%) board recommendations to tourism-related organizations in the amount of \$800,000.

The Vote – The motion was approved without objection.

24. **ACCEPTANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE STUART POINT ROAD PATHWAY PROJECT**

Motion: It was moved by Council Member Dawson, Seconded by Council Member Flewelling to approve the acceptance of Community Development Block Grant for the Stuart Point Road Pathway Project.

The Vote – The motion was approved without objection.

25. **APPROVAL OF PURCHASE OF TWO LOTS ADJACENT TO THE OLD COURTHOUSE FROM THE GG DOWLING FAMILY TRUST - FISCAL IMPACT WOULD BE IN THE AMOUNT OF \$1,900,000. A FUNDING SOURCE NEEDS TO BE IDENTIFIED.**

Motion: It was moved by Council Member McElynn, Seconded by Vice-Chairman Sommerville to approve the purchase of two lots adjacent to the old courthouse from the GG Dowling Family Trust - Fiscal Impact would be in the amount of \$1,900,000 from the General Fund.

Discussion: to see the full discussion regarding this item please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/150469>

Motion to Amend: It was moved by Council Member Rodman, Seconded by Council Member Flewelling to approve the item without the accompanying charitable donation letter.

Discussion: to see the full discussion regarding the charitable donation letter please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/150469>

The Vote - Voting Yea: Council Member Glover, Council Member Hervochoon, Council Member Rodman, Council Member Dawson, Council Member Flewelling. Voting Nay: Chairman Passiment, Vice Chairman Sommerville, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Cunningham. The motion to amend failed 5:6

Motion to Amend: It was moved by Vice-Chairman Sommerville, Seconded by Council Member McElynn to approve the item with a caveat that before the county provides the seller with a charitable donation letter, the seller must provide the county with a bonafide appraisal indicating the value.

Discussion: to see the full discussion regarding the amendment click the link below.

<https://beaufortcountysc.new.swagit.com/videos/150469>

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling, Council Member Cunningham. Voting Nay: Council Member Glover, Council Member Hervochoon. The motion to amend passed 9:2.

Main Motion: It was moved by Council Member McElynn, Seconded by Vice-Chairman Sommerville to approve the purchase of two lots adjacent to the old courthouse from the GG Dowling Family Trust - Fiscal

Impact would be in the amount of \$1,900,000 from the General Fund and to include the approved amendments.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Cunningham. Voting Nay: Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Flewelling. The motion passed 7:4.

26. **APPROVAL OF 2022 COUNCIL AND COMMITTEE MEETING SCHEDULES**

Motion: It was moved by Council Member Howard, Seconded by Council Member McElynn to approve the 2022 Council and Committee Meeting Schedule.

The Vote - The motion was approved without objection.

27. **APPROVAL OF A SUB-RECIPIENT GRANT AGREEMENT WITH THE CITY OF BEAUFORT REGARDING A ROAD PROJECT**

Motion: It was moved Council Member Rodman, Seconded by Council Member Howard to approve the sub recipient agreement.

The Vote – The motion was approved without objection.

28. **CITIZEN COMMENTS**

William Smith stated it is sad some members of the hospitality industry make more than teachers but there is more talent in Beaufort that contributes to this statistic.

29. **ADJOURNMENT**

The meeting adjourned at 7:50PM

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:



Caucus Beaufort County, SC

This meeting was held both in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom.

**Monday, January 10, 2022
5:00 PM**

MINUTES

1. **CALL TO ORDER**

Chairman Passiment called the meeting to order at 5:00 PM.

PRESENT

Chairman Joseph F. Passiment
 Vice-Chairman D. Paul Sommerville
 Council Member Logan Cunningham
 Council Member Gerald Dawson
 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

2. **PLEDGE OF ALLEGIANCE**

Chairman Passiment led the Pledge of Allegiance.

3. **FOIA**

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.

4. **APPROVAL OF THE AGENDA**

Motion: It was moved by Council Member Cunningham, seconded by Council Member Rodman to approve the agenda.

The Vote: The motion was approved without objection.

5. **AGENDA REVIEW**

Chairman Passiment stated Item number 5 approval of minutes will be removed.

Council Member Rodman asked appropriated money in contingency will Council have to go through three readings. Could it be more streamlined?

Kurt Taylor, County Attorney stated since the money is from the contingency fund the use of the surplus needs to be by appropriation.

6. **EXCEUTIVE SESSION**

PURSUANT TO S.C. CODE SEC. 30-4-70(A)(2): RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO A PENDING, THREATENED, OR POTENTIAL CLAIM OR OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE

PURSUANT TO S.C. CODE SEC. 30-4-70(A)(2): RECEIPT OF LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING, THREATENED OR POTENTIAL CLAIMS OR OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (OPIOID LITIGATION).

Motion: It was moved by Vice Chairman Sommerville, seconded by Council Member Cunningham to go into executive session at 5:03 PM

The Vote: The motion was approved without objection.

7. **COUNCIL MEMBER DISCUSSION**

Chairman Passiment stated there will be matters arising out of the executive session.

Council Member Rodman stated the sales tax referendum for transportation will be brought forth by Public Facilities.

8. **ADJOURNMENT**

The meeting adjourned at 5:27 pm

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



County Council Meeting Beaufort County, SC

This meeting was held in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom.

Monday, January 10, 2022
5:30 PM

MINUTES

1. **CALL TO ORDER**

Chairman Passiment called the meeting to order at 5:42 pm

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

2. **PLEDGE OF ALLEGIANCE AND INVOCATION**

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

3. **PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT**

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.

4. **APPROVAL OF AGENDA**

Motion: It was moved by Council Member Rodman, seconded by Council Member Howard to approve the agenda with the modification of removing item number 5, Approval of Minutes.

The Vote- The motion was approved without objection

6. **ADMINISTRATOR’S REPORT**

- School Impact Fee Appeal, Pepper Hall denied.
- Dr. Rodriguez, Beaufort County School Superintendent, and Beaufort County Administrator Eric Greenway will be going to the different municipalities in the County to explain and answer any questions regarding the school impact fee.
- Employee Recognition: Angelica Jacobs, Administrative Clerk, Public Information Office; Charles “Dan” Neeson, Airport Maintenance Supervisor, Hilton Head Island Airport; Doris Allen, Administrative Clerk, Facility Management; Mark Davis, Deputy Planning Director
- Dale Butts, Assistant County Administrator, Finance, introduced the new Registrar of Deeds, Patsey Green.

To view the Administrator’s Report, please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/152622>

CITIZEN COMMENTS

7. **CITIZEN COMMENTS - (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)**

- Joyce Hamm: Spoke on the business licensing requirement for multiple rental properties and Accommodation Taxes.

COMMITTEE REPORTS

8. **LIASION AND COMMITTEE REPORTS**

- Council Member Rodman spoke on item number 4 on the consent agenda for Public Facilities; Second Reading of an Ordinance Amending Beaufort County Ordinance 2008/17 and Adopting the Buckwalter Access Management Plan.
- Vice-Chairman Sommerville spoke regarding the items from the Executive Committee consent agenda.
- Chairman Passiment regarding the legal residency application change from 4% to 6%.

To view the full discussion, please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/152622>

PUBLIC HEARING AND ACTION ITEMS

9. **APPROVAL OF THE CONSENT AGENDA**

Motion: It was moved by Vice-Chairman Sommerville, Seconded by Council Member Rodman, to approve the consent agenda.

Discussion: No Discussion

The Vote- The motion was approved without objection

To view the full discussion, please click the link below:

<https://beaufortcountysc.new.swagit.com/videos/154023>

CONSENT AGENDA

Items Originating from the Executive Committee

1. SECOND READING OF AN ORDINANCE AMENDING THE FY2022 BUDGET ORDINANCE FOR RECEIPT OF ARPA FUNDS. *FISCAL IMPACT: RECEIPT OF \$37,317,446 TO BE HOUSED IN A SPECIAL REVENUE FUND*
2. APPROVAL FOR THE ALCOHOL AND DRUG ABUSE DEPARTMENT TO APPLY FOR THE RCORP IMPLEMENTATION GRANT
3. APPOINTMENT OF DEAN NADLER TO THE SEABROOK POINT, SPECIAL TAX DISTRICT WITH AN EXPIRATION DATE OF 2026

Items Originating from the Public Facilities Committee

4. SECOND READING OF AN ORDINANCE AMENDING BEAUFORT COUNTY ORDINANCE 2008/17 AND ADOPTING THE BUCKWALTER ACCESS MANAGEMENT PLAN

END OF CONSENT AGENDA

10. MATTERS ARISING OUT OF THE CAUCUS EXECUTIVE SESSION

Motion: It Was Moved by Vice-Chairman Sommerville, Seconded by Council Member Howard to Authorize the County Administrator to Execute the Settlement Agreement Discussed in The Executive Session Pertaining to Bostick Lane.

Discussion: No Discussion

The Vote- The motion was approved without objection

11. ESTABLISHMENT OF HAWKERS AND PEDDLERS LICENSE FEES FOR 2022

Motion: It Was Moved by Vice-Chairman Sommerville, Seconded by Council Member Flewelling to approve the Establishment of Hawkers and Peddlers License Fees for 2022.

Discussion: No Discussion

The Vote- The motion was approved without objection

12. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY A PORTION OF, ACCEPT A DEED FOR, AND CONVEY A PERPETUAL EASEMENT ON A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY WITH TMS NO. R600 021 000 0673 0000; EXECUTE AN AMENDMENT TO A DEED OF PERPETUAL EASEMENT ON A PORTION OF THE PROPERTY WITH TMS NO. R600 021 000 0007 0000; AND ACCEPT A DONATION TO THE RURAL AND CRITICAL LANDS PROGRAM.

Motion: It Was Moved by Council Member Rodman, Seconded by Council Member Cunningham to Authorize the County Administrator to Execute the Necessary Documents to Convey a Portion of, Accept A Deed For, And Convey a Perpetual Easement on A Portion of Property Owned by Beaufort County with TMS No. R600 021 000 0673 0000; Execute an Amendment to A Deed of Perpetual Easement on A Portion of The Property With TMS. No. R600 021 000 0007 0000; And Accept a Donation to The Rural and Critical Lands Program.

Discussion:

- Vice-Chairman Sommerville will not be voting against this item.
- Council Member Glover will support the motion and staff and applauds the efforts put forth by the staff

The Chairman opened the floor for a public hearing: No Public Comment.

The Chairman closed the public hearing.

Roll Call Vote:

Voting Yea: Council Member Rodman, Council Member Cunningham, Council Member Glover, Council Member Hervochon, Council Member Lawson, Council Member McElynn, Chairman Passiment

Voting Nay: Council Member Dawson, Council Member Flewelling, Council Member Howard, Vice-Chairman Sommerville

The Vote- The motion was approved 7:4

To view the full discussion, please click the link below:

<https://beaufortcountysc.new.swagit.com/videos/154023>

13. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE STORMWATER MANAGEMENT UTILITY ORDINANCE AS ADOPTED SEPTEMBER 26, 2016, TO ADDRESS THE ADOPTION OF THE SOUTHERN LOWCOUNTRY DESIGN MANUAL.

Motion: It Was Moved by Council Member Howard, Seconded by Council Member Flewelling to Approve an Ordinance for A Text Amendment to The Stormwater Management Utility Ordinance as Adopted September 26, 2016, To Address the Adoption of The Southern Lowcountry Design Manual.

Discussion: No Discussion

The Chairman opened the floor for a Public Hearing: No Public Comment.

The Chairman closed the Public Hearing.

The Vote- The motion was approved without objection.

14. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION A.3.40 (PERMITTED ACTIVITIES) TO REVISE THE LADY'S ISLAND EXPANDED HOME BUSINESS DISTRICT TO INCLUDE SHORT-TERM RENTALS AS A SPECIAL USE.

Motion: It Was Moved by Vice-Chairman Sommerville, Seconded by Council Member Dawson to Approve an Ordinance for A Text Amendment to The Community Development Code (CDC): Section A.3.40 (Permittee Activities) To Revise the Lady's Island Expanded Home Business District to Include Short-Term Rentals as Special Use.

Discussion: No Discussion

The Chairman opened the floor for a Public Hearing: No Public Comment.

The Chairman closed the Public Hearing.

The Vote- The motion was approved without objection.

15. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO AMEND THE STORMWATER MANAGEMENT UTILITY ORDINANCE AS ADOPTED SEPTEMBER 26, 2016, TO PROVIDE FOR THE ADOPTION OF STORMWATER MANAGEMENT STANDARDS SET FORTH IN THE SOUTHERN LOWCOUNTRY DESIGN MANUAL TO MEET THE MUNICIPAL SEPARATE STORMWATER SYSTEM (MS4) PERMIT REQUIREMENTS.

Motion: It Was Moved by Council Member Howard, Seconded by Council Member Dawson to Approve an Ordinance as Adopted September 26, 2016, To Provide for The Adoption of Stormwater Management Standards Set Forth in The Southern Lowcountry Design Manual to Meet the Municipal Separate Stormwater System (MS4) Permit Requirements.

Discussion: No Discussion

The Chairman opened the floor for a Public Hearing: No Public Comment.

The Chairman closed the Public Hearing.

The Vote- The motion was approved without objection.

16. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE REDISTRICTING THE COUNTY COUNCIL OF BEAUFORT COUNTY

Motion: It was moved by Council Member Rodman, Seconded by Council Member Flewelling to approve an Ordinance redistricting the County Council of Beaufort County.

Discussion:

- Vice-Chairman Sommerville asked if the maps displayed represented the current and proposed districts.
- Council Member Flewelling stated that there weren't any meetings held to receive public input South of the Broad and would like to see one in Bluffton and Hilton Head.
- Council Member Rodman stated that this redistricting also applied to the school district.
- Council Member McElynn responded that there were meetings held South of the Broad, and the public was engaged, and it was heavily attended.
- Council Member Flewelling stated that he was referring to meetings held before the first reading.
- Council Member Rodman mentioned that 3A and 3B were presented at the meeting referenced by Council Member McElynn.

The Chairman opened the floor for a Public Hearing:

- Joyce Hamm spoke regarding redistricting and how it was broken down for the districts.
- Chairman Passiment answered, explaining that it was by population. 17,011 in each district, and there will still be 11 Council Members

The Chairman closed the Public Hearing.

The Vote- The motion was approved without objection.

To view the full discussion, please click the link below:

<https://beaufortcountysc.new.swagit.com/videos/154023>

17. PUBLIC HEARING OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY KNOWN AS ACADEMY PARK.

Motion: It Was Moved by Council Member Rodman, Seconded by Council Member Howard to Approve a Resolution Authorizing the County Administrator to Execute the Necessary Documents for The Purchase of Real Property Known as Academy Park.

Discussion: No Discussion

The Chairman opened the floor for a Public Hearing: No Public Comment.

The Chairman closed the Public Hearing.

The Vote- The motion was approved without objection.

18. FIRST READING OF AN ORDINANCE AMENDING THE FY 2022 GENERAL FUND BUDGET BCSO DOWLING LOTS

Motion: It Was Moved by Vice-Chairman Sommerville, Seconded by Council Member Howard to Approve an Ordinance Amending the FY 2022 General Fund Budget BCSO Dowling Lots.

Discussion:

- Council Member Hervochoon spoke regarding his opposition to this item and believes it isn't the best use of tax dollars and references his previous comments.
- Council Member Cunningham will also vote no on this item.

The Vote: The motion was approved. 9/2

To view the full discussion, please click the link below:

<https://beaufortcountysc.new.swagit.com/videos/154023>

19. SECOND READING OF AN ORDINANCE AMENDING THE FY 2022 GENERAL FUND BUDGET (GRAVES ROAD)

Motion: It Was Moved by Council Member Rodman, Seconded by Council Member Flewelling to Approve an Ordinance Amending the FY 2022 General Fund Budget (Graves Road).

Discussion:

- Vice-Chairman Sommerville stated that he would not be voting for this item.
- Council Member Howard asked for a roll call vote.

Roll Call Vote:

Voting Yea: Council Member Rodman, Council Member Flewelling, Council Member Cunningham, Council Member Hervochon, Council Member Lawson, Council Member McElynn, Chairman Passiment,

Voting Nay: Council Member Dawson, Council Member Glover, Council Member Howard, Vice-Chairman Somerville

The Vote- The motion was approved 7:4

To view the full discussion, please click the link below:

<https://beaufortcountysc.new.swagit.com/videos/154023>

20. A RESOLUTION TO ACCEPT THE SOUTH CAROLINA DEPARTMENT OF COMMERCE GRANT AWARD FOR PROJECT MIRA IN THE AMOUNT OF \$50,000.

Motion: It Was Moved by Council Member Flewelling, Seconded by Council Member Glover to Approve a Resolution to Accept The South Carolina Department of Commerce Grant Award for Project Mira in The Amount Of \$50,000.

Discussion: No Discussion

The Vote- The motion was approved without objection.

21. A RESOLUTION ACCEPTING A GRANT AWARD FROM THE DEPARTMENT OF JUSTICE FOR THE BEAUFORT COUNTY CORONER'S OFFICE IN THE AMOUNT OF \$113,227.

Motion: It Was Moved by Council Member Flewelling, Seconded by Council Member Dawson to Approve a Resolution Accepting a Grant Award from The Department of Justice for The Beaufort County Coroner's Office in The Amount Of \$113,227.

Discussion: No Discussion

The Vote- The motion was approved without objection.

22. A RESOLUTION ACCEPTING A GRANT AWARD FROM THE DEPARTMENT OF JUSTICE FOR THE BEAUFORT COUNTY SHERIFF'S OFFICE IN THE AMOUNT OF \$70,005.

Motion: It Was Moved by Council Member Howard, Seconded by Council Member Dawson to Approve a Resolution Accepting a Grant Award from The Department of Justice for The Beaufort County Sheriff's Office in The Amount Of \$70,005.

Discussion: No Discussion

The Vote- The motion was approved without objection.

CITIZEN COMMENTS

23. **CITIZEN COMMENTS - (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)**

- Joyce Hamm spoke regarding taxes and would like to know who will be contacting her to help get some answers.
- Chairman Passiment referred her to the County Attorney.

7. **ADJOURNMENT**

The meeting adjourned at 6:26 pm.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

~ Proclamation ~

Whereas, more than 500,000 South Carolina residents and families are impacted by severe lifelong disabilities, including autism, traumatic brain injury, spinal cord injury, and intellectual related disability without regard to color, culture, geography, age, or economic class; and

Whereas, people with lifelong disabilities are productive citizens, neighbors, and family members deserving of respect and opportunity for economic self-sufficiency, independence, and personal growth; and

Whereas, we recognize, with heartfelt gratitude and appreciation, the caregivers who selflessly provide physical and emotional support to Beaufort County's residents with disabilities and special needs; and

Whereas, the 2022 observance of Disabilities Awareness Month celebrates the successful partnership between people with disabilities and without, as well as the increasing involvement of people with disabilities in education, employment, and community activities.

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

March 2022 Disabilities Awareness Month.

Dated this 14th day of March 2022.



Joseph Passiment, Chairman
Beaufort County Council

~ Proclamation ~

Whereas, public procurement and fixed asset management professionals support and enhance the delivery of governmental services by promoting ethical purchasing practices; and

Whereas, public purchasing involves the management of goods, the establishment of sources and shipping through inventory and warehousing, the disposal of surplus items, and the determination of which product or service to buy to meet a specific need at the lowest possible price within the required deadline without sacrificing quality or service; and

Whereas, public purchasing and materials management professionals in South Carolina are dedicated to pursuing efficiency in the operation of government and providing the highest value for taxpayers' dollars; and

Whereas, Beaufort County Procurement Services works to maximize the value of public funds by contracting and management of efficient services, capital equipment, and material investments; and

Whereas, Beaufort County Procurement Services goal is to procure goods and services at fair and reasonable costs in effort to be fiscally responsible with taxpayers money.

Now, therefore, be it resolved, that Beaufort County Council joins Governor Henry McMaster and the great State of South Carolina to proclaim March 2022 as

“PROCUREMENT MONTH”

throughout the county and encourages all South Carolinians to recognize the many contributions made by public purchasing professionals responsible for managing and monitoring goods and services.

Dated this 14th day of May 2022

Joseph Passiment, Chairman
Beaufort County Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Zoning Map Amendment/Rezoning Request for nineteen (19) Rural and Critical Lands Preservation Program properties from various zoning districts to T1 Natural Preserve (T1NP)</i>
MEETING NAME AND DATE:
<i>Natural Resources Committee Meeting, February 7, 2022</i>
PRESENTER INFORMATION:
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
ITEM BACKGROUND:
<i>This rezoning application went before the Beaufort County Planning Commission at their January 3, 2022 meeting. At that time the Commission voted unanimously to recommend approval of the proposed rezonings to County Council.</i>
PROJECT / ITEM NARRATIVE:
<i>In order to provide the greatest possible zoning protection on nineteen (19) County-owned passive parks properties, staff has initiated a rezoning request in order to convert them from their current zoning districts to the most protective zoning district, T1 Natural Preserve. The nineteen properties' current zoning districts include T2 Rural, T3 Edge, T3 Hamlet Neighborhood, T3 Neighborhood, T4 Hamlet Center Open, C5 Regional Center Mixed Use, S1 Industrial, Lady's Island Community Preservation, and Planned Unit Development, all of which are no longer appropriate. The requested rezoning will ensure continued and future conservation and passive recreation.</i>
FISCAL IMPACT:
<i>Not applicable</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommends approval.</i>
OPTIONS FOR COUNCIL MOTION:
<i>To approve or deny the zoning amendment for nineteen (19) Rural and Critical Lands Preservation Program properties from various zoning districts to T1 Natural Preserve (T1NP).</i>

ORDINANCE 2022 / __

AN ORDINANCE TO AMEND THE ZONING MAP FOR BEAUFORT COUNTY TO CHANGE NINETEEN (19) RURAL AND CRITICAL LANDS PRESERVATION PROGRAM PROPERTIES FROM VARIOUS ZONINGS TO T1 NATURAL PRESERVE.

WHEREAS, North Williman Island (R700 030 000 0005 0000, R700 030 000 0036 0000) is currently zoned T1 Natural Preserve and T2 Rural; and

WHEREAS, McLeod (R100 015 000 0046 0000, R100 015 000 040A 0000) is currently zoned T2 Rural; and

WHEREAS, Ihly (R100 016 000 0065 0000) is currently zoned T2 Rural; and

WHEREAS, Lucky (R100 016 000 0238 0000) is currently zoned T2 Rural; and

WHEREAS, Port Royal Battleground (R100 020 000 0165 0000) is currently zoned S1 Industrial; and

WHEREAS, Brewer Memorial Park (R200 015 000 143C 0000, R200 015 000 0142 0000) is currently zoned T4 Hamlet Center Open; and

WHEREAS, Battey-Wilson (R200 005 000 0005 0000, R200 005 000 0165 0000) is currently zoned T2 Rural and no zoning; and

WHEREAS, Pineview (R200 010 000 0170 0000) is currently zoned Lady's Island Community Preservation; and

WHEREAS, Crystal Lake Park (R200 018 000 018A 0000, R123 015 000 1004 0000) is currently zoned T1 Natural Preserve, T3 Neighborhood, and T3 Hamlet Neighborhood; and

WHEREAS, Jenkins Creek and Jenkins Islands (R300 011 000 012B 0000, R300 011 000 0308 0000) is currently zoned T2 Rural; and

WHEREAS, Station Creek Park (R300 036 000 0003 0000) is currently zoned T2 Rural; and

WHEREAS, Mobley Hummock (R600 006 000 0032 0000) is currently zoned T2 Rural; and

WHEREAS, Manigault Neck Corridor (R600 010 000 0205 0000, R600 010 000 0209 0000, R600 010 000 001A 0000, R600 010 000 0186 0000, R600 005 000 0003 0000) is currently zoned T2 Rural; and

WHEREAS, Okatie Marsh Preserve (R600 008 000 003F 0000, R600 013 000 003C 0000, R600 013 000 0005 0000) is currently zoned T2 Rural; and

WHEREAS, Barrel Landing (R600 021 000 0048 0000) is currently zoned Planned Unit Development; and

WHEREAS, Okatie River Park (R600 021 000 0673 0000) is currently zoned T2 Rural; and

WHEREAS, Pinckney Point Preserve (R600 014 000 002G 0000, R600 014 000 002J 0000, R600 014 000 002F 0000, R600 014 000 002K 0000, R600 014 000 002B 0000) is currently zoned T2 Rural; and

WHEREAS, Forby Stormwater (R600 040 000 0134 0000) is currently zoned C5 Regional Center Mixed Use; and

WHEREAS, Bailey Memorial Park (R600 039 00B 0147 0000) is currently zoned T3 Edge; and

WHEREAS, the nineteen properties' current zoning districts are no longer appropriate for these properties, which were purchased through the Rural and Critical Lands Preservation Program with the intent to preserve the properties; and

WHEREAS, Beaufort County Planning Staff have requested the change from each property's current zoning to T1 Natural Preserve; and

WHEREAS, the requested rezoning to T1 Natural Preserve will ensure continued and future conservation and passive recreation for these properties; and

WHEREAS, the proposed amendments are outlined in red on the attached maps; and

WHEREAS, the Beaufort County Planning Commission considered the request on January, 3, 2022, voting to recommend that County Council approve the request; and

WHEREAS, County Council now wishes to amend the zoning map to change the parcels' zoning from their various zoning designations to T1 Natural Preserve.

NOW, THEREFORE be it ordained by County Council in meeting duly assembled as follows:

1. The zoning map of the County is hereby amended to reflect the zoning of Parcel ID Numbers R700 030 000 0005 0000, R700 030 000 0036 0000, R100 015 000 0046 0000, R100 015 000 040A 0000, R100 016 000 0065 0000, R100 016 000 0238 0000, R100 020 000 0165 0000, R200 015 000 143C 0000, R200 015 000 0142 0000, R200 005 000 0005 0000, R200 005 000 0165 0000, R200 010 000 0170 0000, R200 018 000 018A 0000, R123 015 000 1004 0000, R300 011 000 012B 0000, R300 011 000 0308 0000, R300 036 000 0003 0000, R600 006 000 0032 0000, R600 010 000 0205 0000, R600 010 000 0209 0000, R600 010 000 001A 0000, R600 010 000 0186 0000, R600 005 000 0003 0000, R600 008 000 003F 0000, R600 013 000 003C 0000, R600 013 000 0005 0000, R600 021 000 0048 0000, R600 021 000 0673 0000, R600 014 000 002G 0000, R600 014 000 002J 0000, R600 014 000 002F 0000, R600 014 000 002K 0000, R600 014 000 002B 0000, R600 040 000 0134 0000, and R600 039 00B 0147 0000 as T1 Natural Preserve.
2. Staff is directed to make the changes to the zoning map and to report to all persons necessary or helpful that the zoning has so changed.

Ordained this ___ day of _____, 2022

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

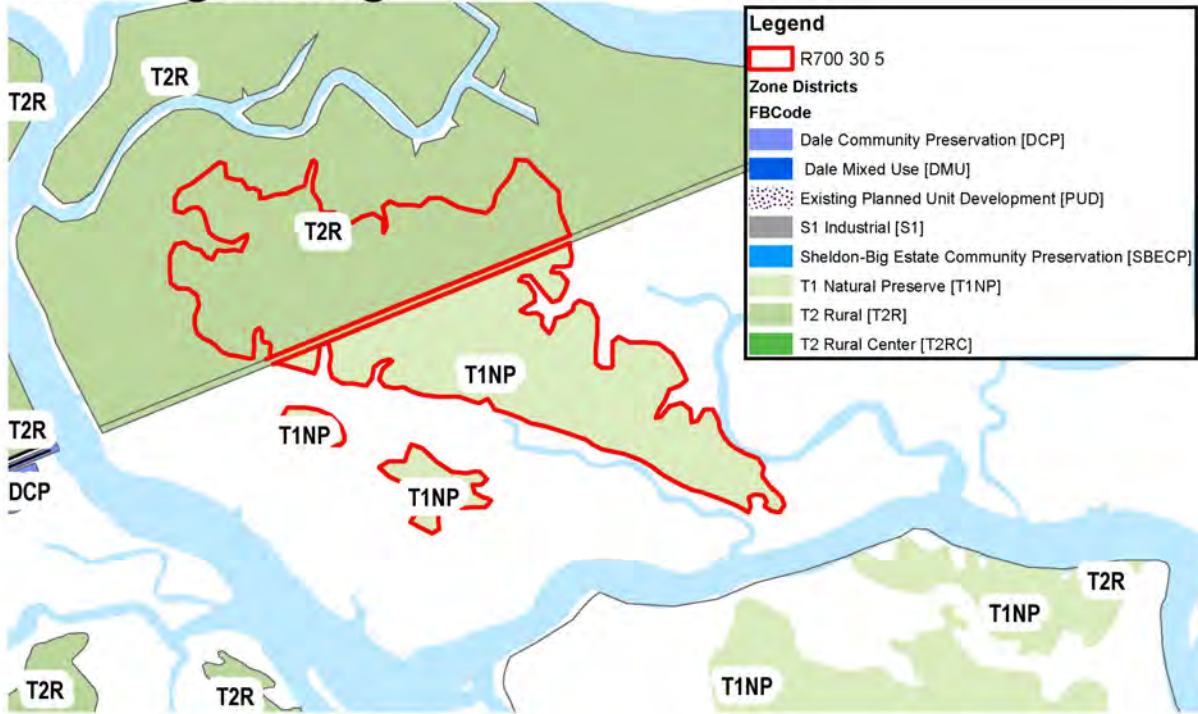
Joseph Passiment, Chairman

ATTEST:

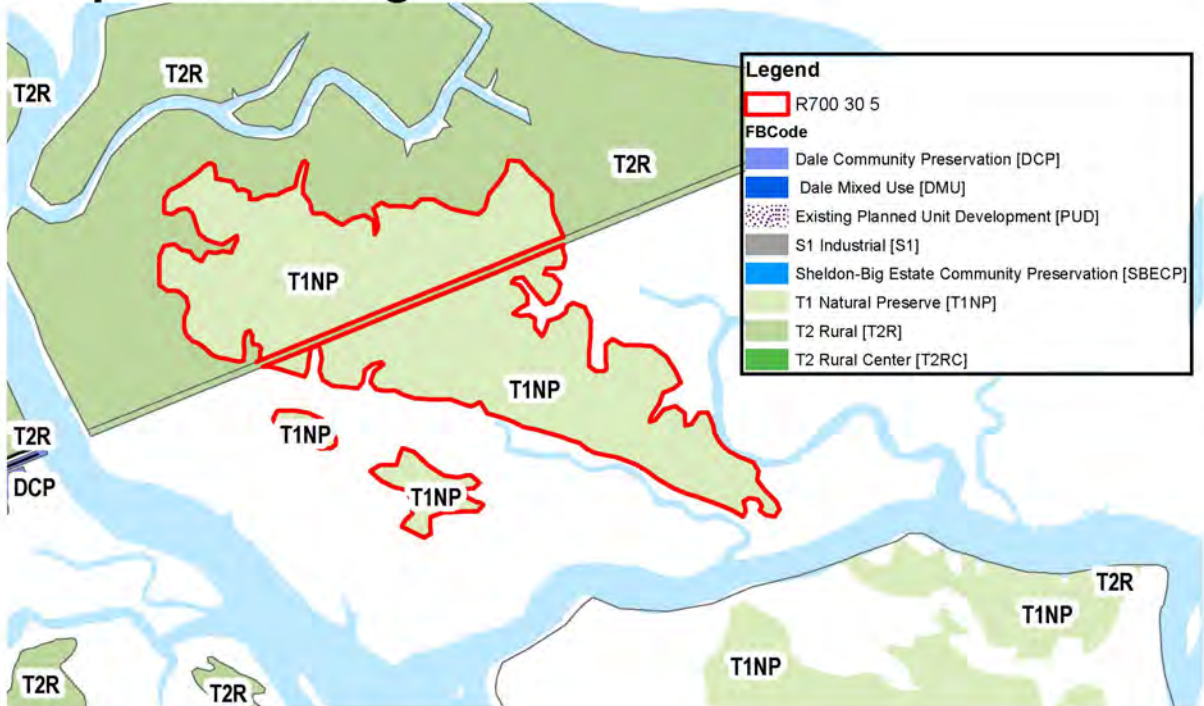
Sarah W. Brock, JD, Clerk to Council

North Williman Island

Existing Zoning

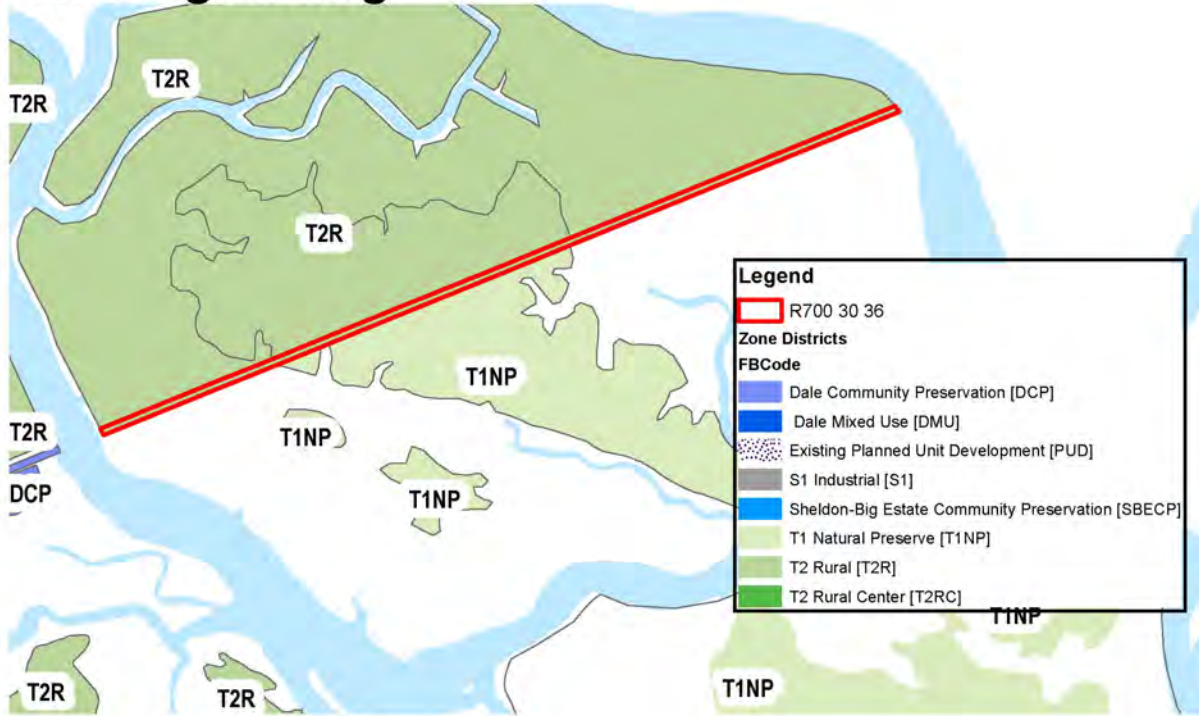


Proposed Zoning

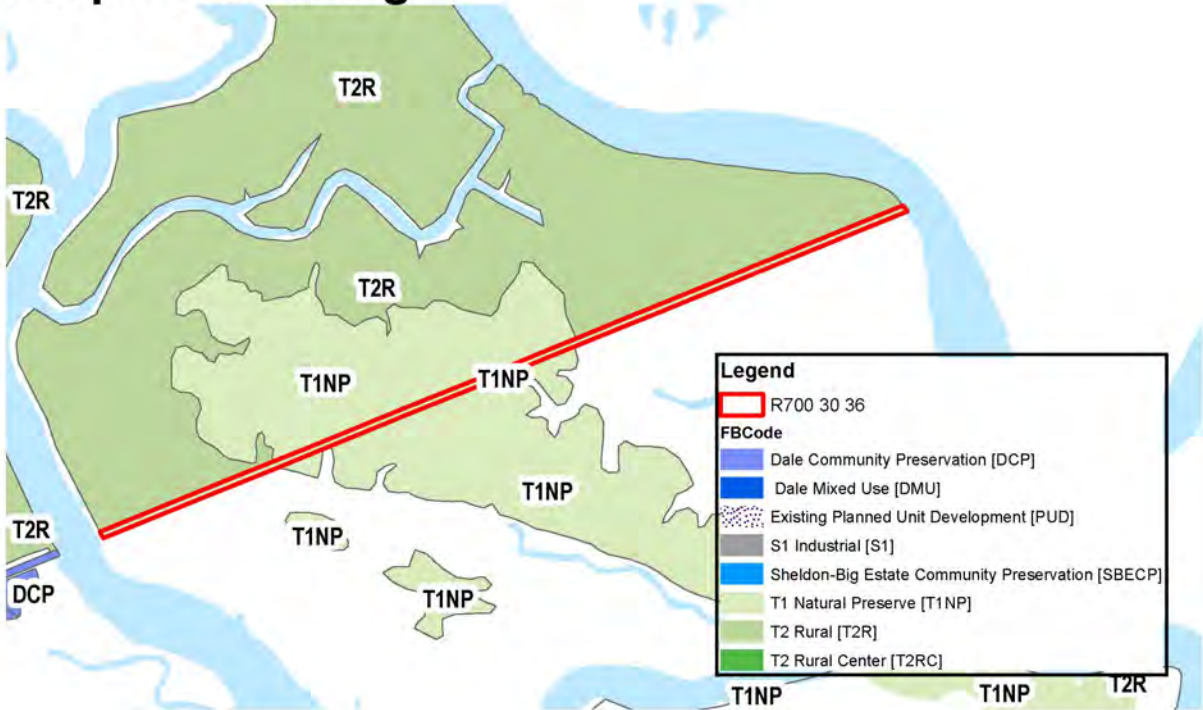


North Williman Island continued

Existing Zoning

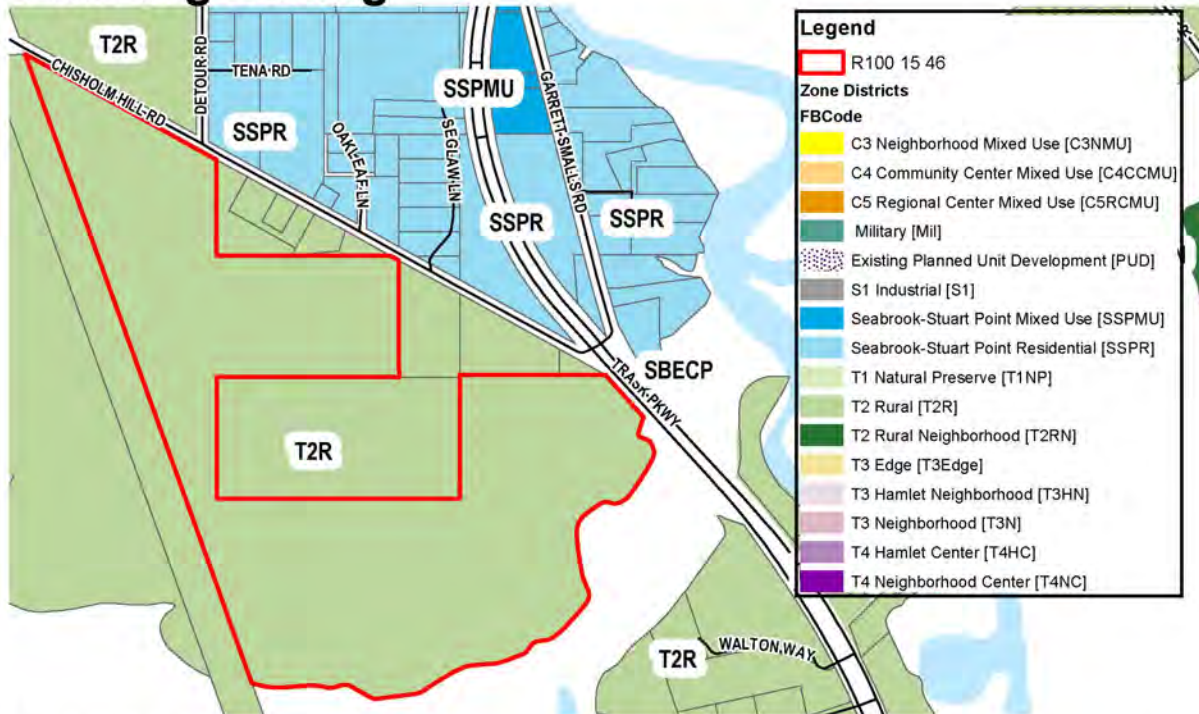


Proposed Zoning

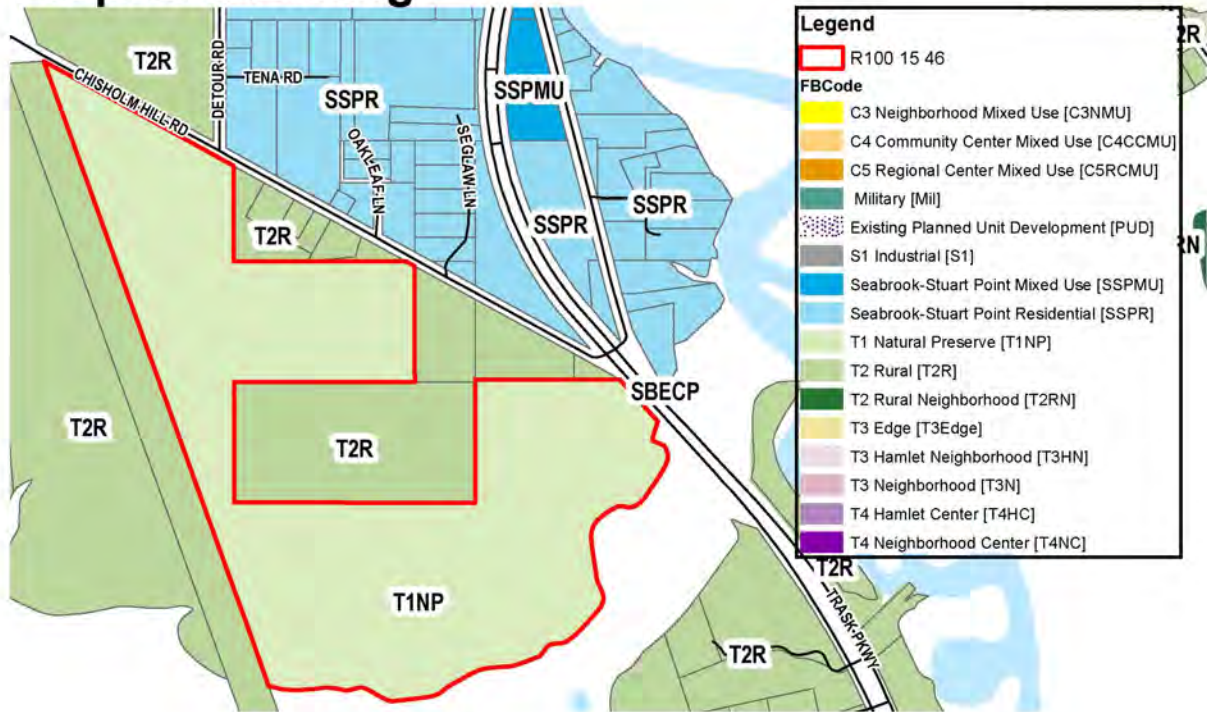


McLeod

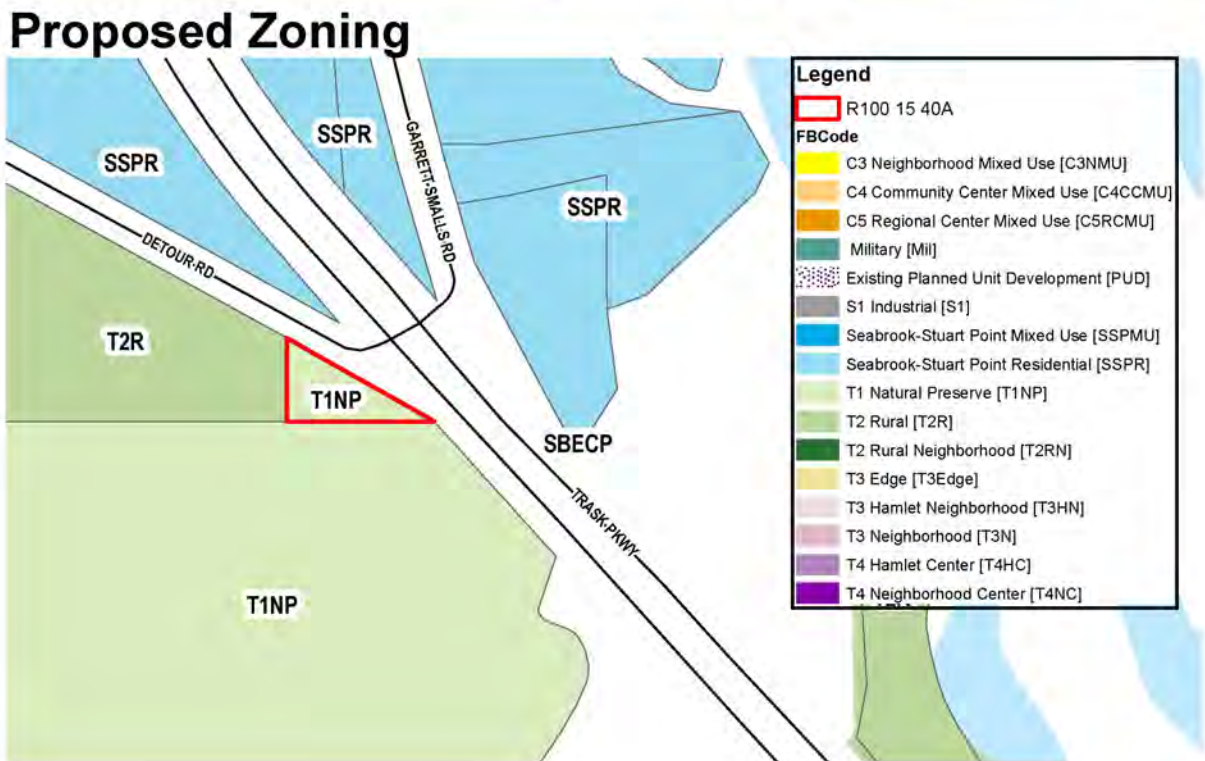
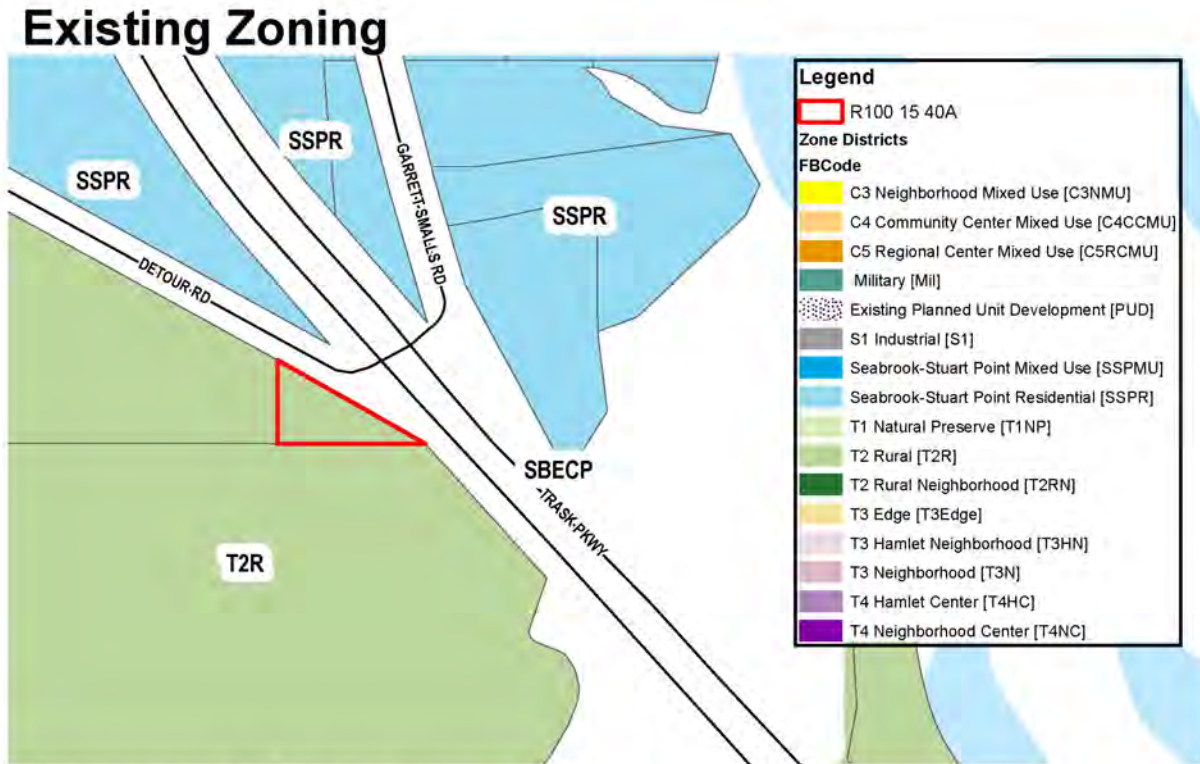
Existing Zoning



Proposed Zoning

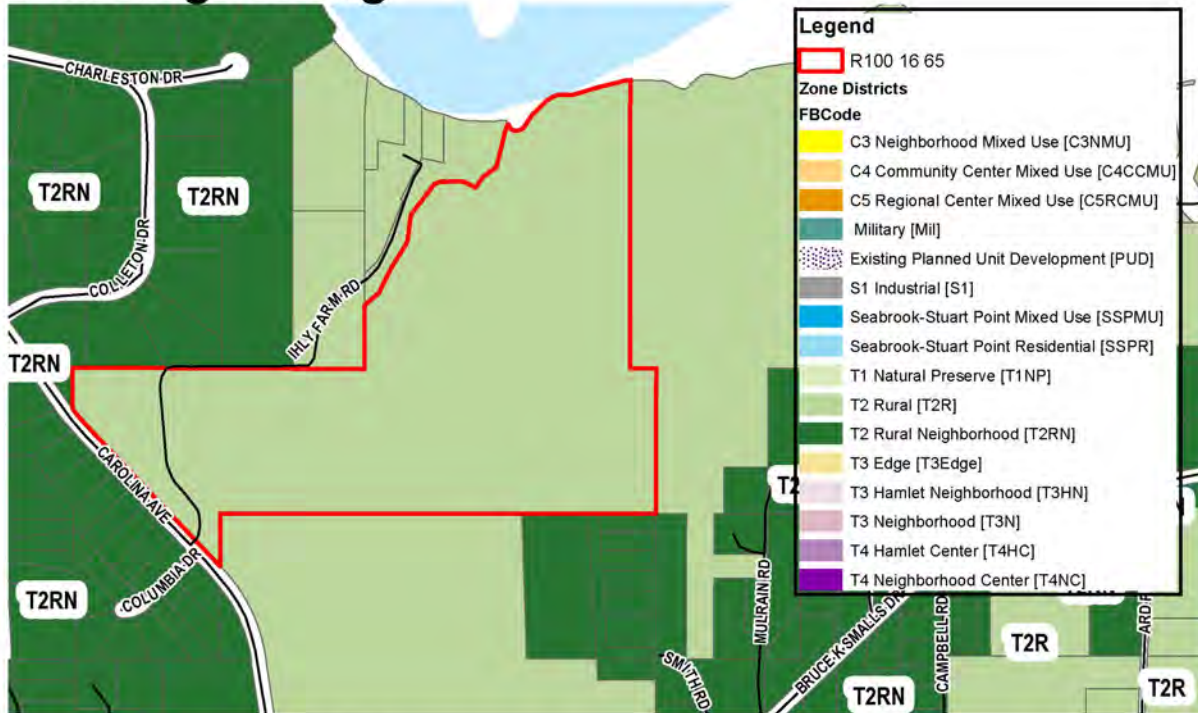


McLeod continued

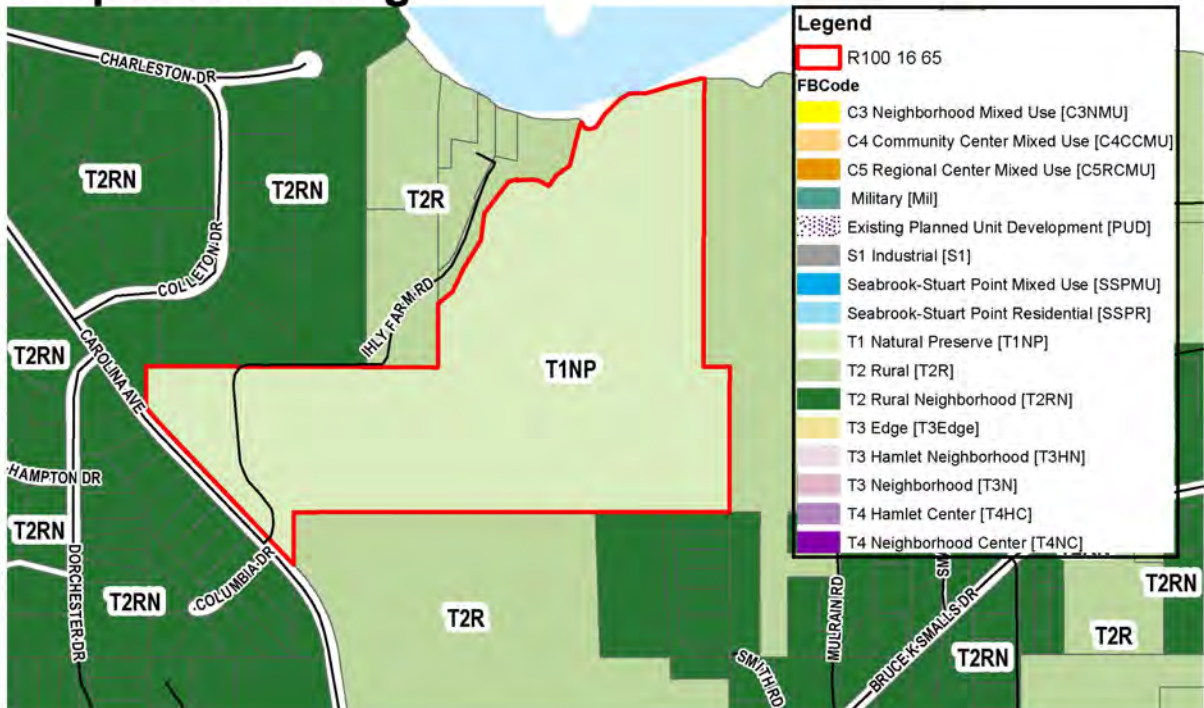


Ihly

Existing Zoning

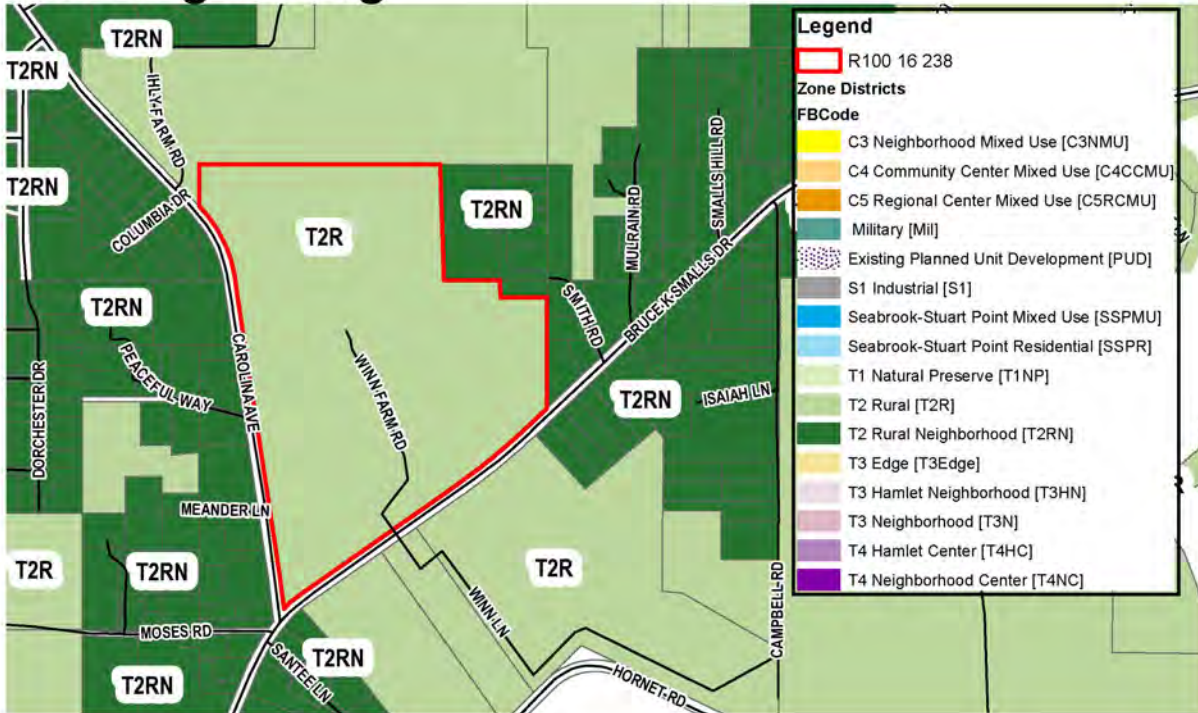


Proposed Zoning

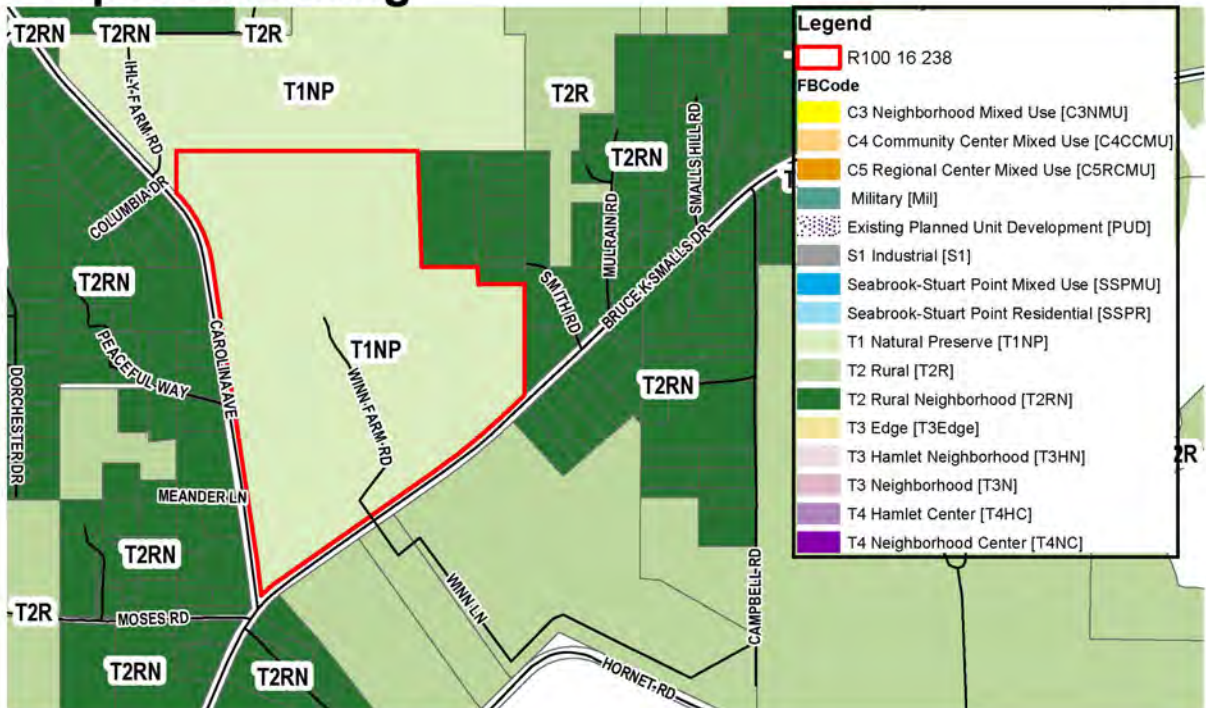


Lucky

Existing Zoning



Proposed Zoning

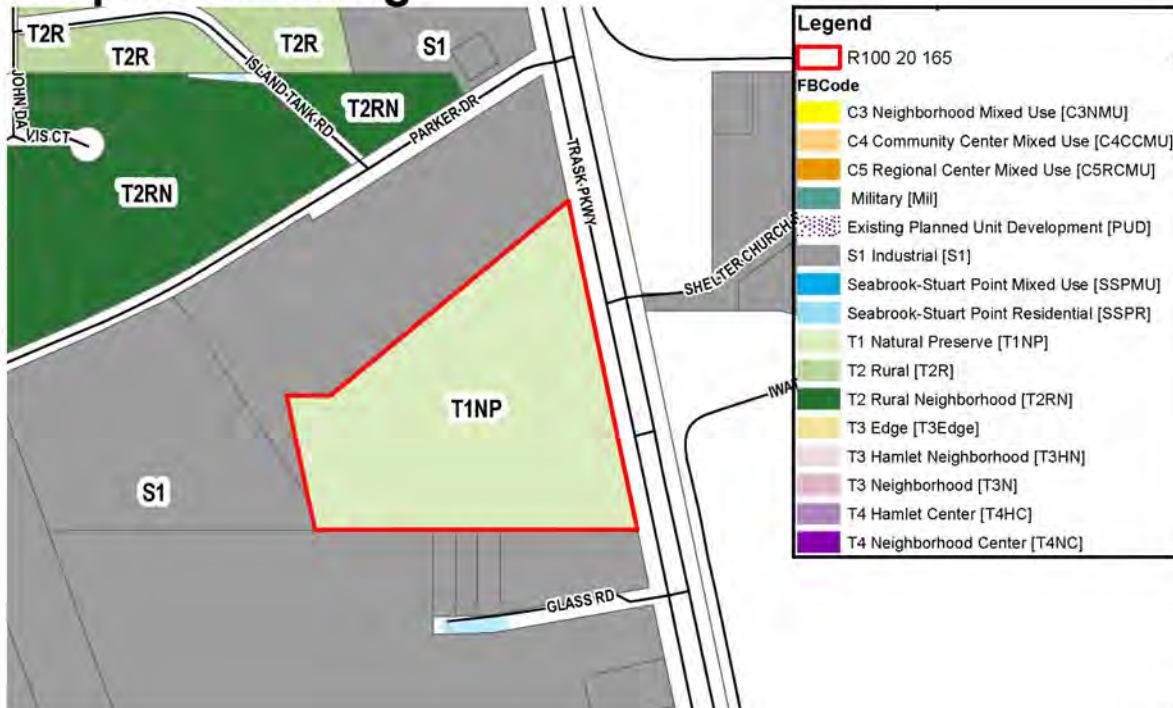


Port Royal Battleground

Existing Zoning

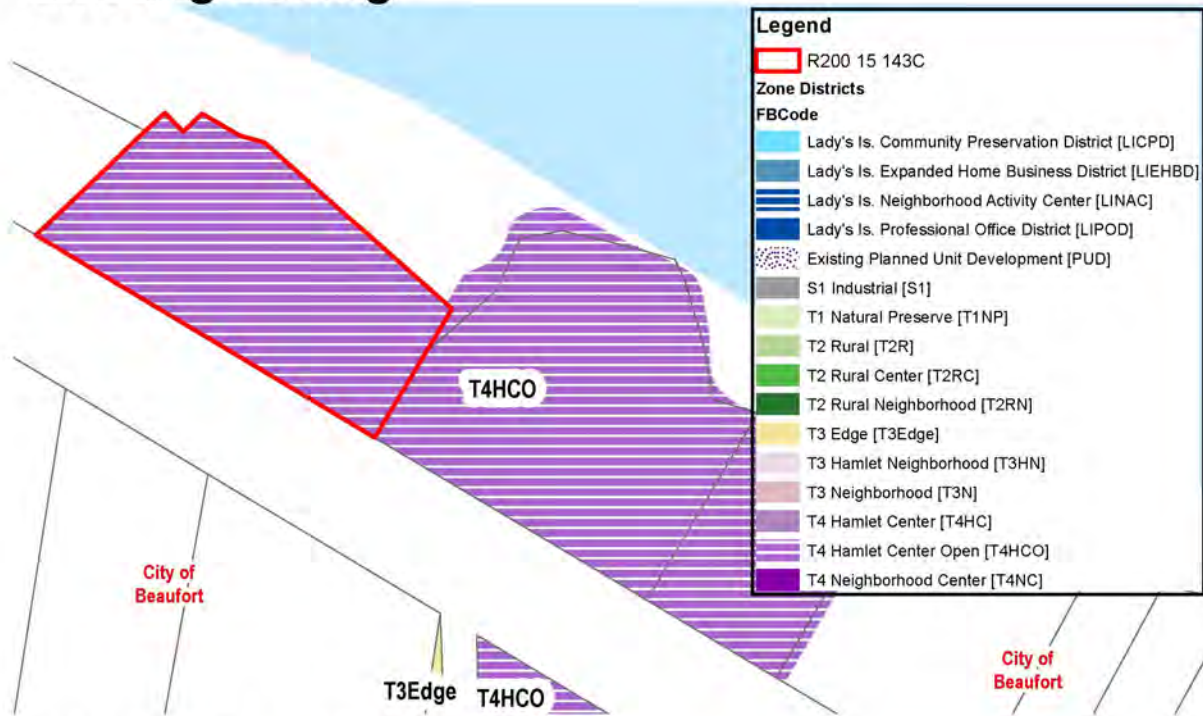


Proposed Zoning

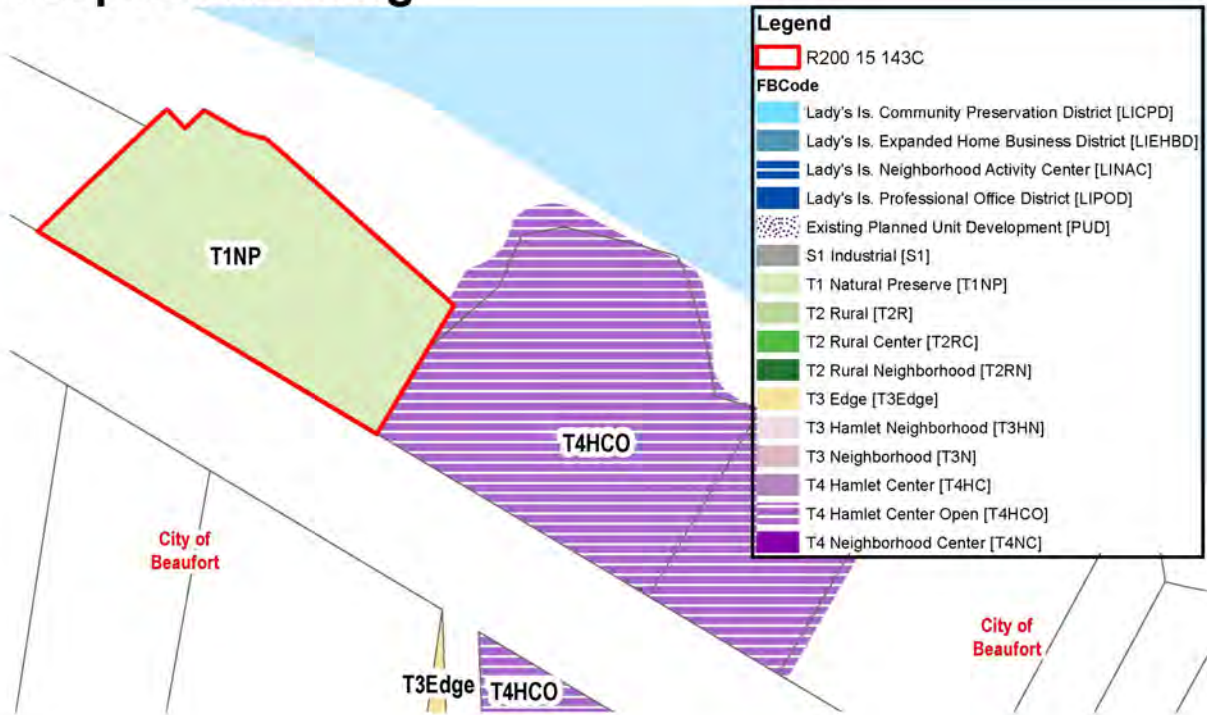


Brewer Memorial Park

Existing Zoning

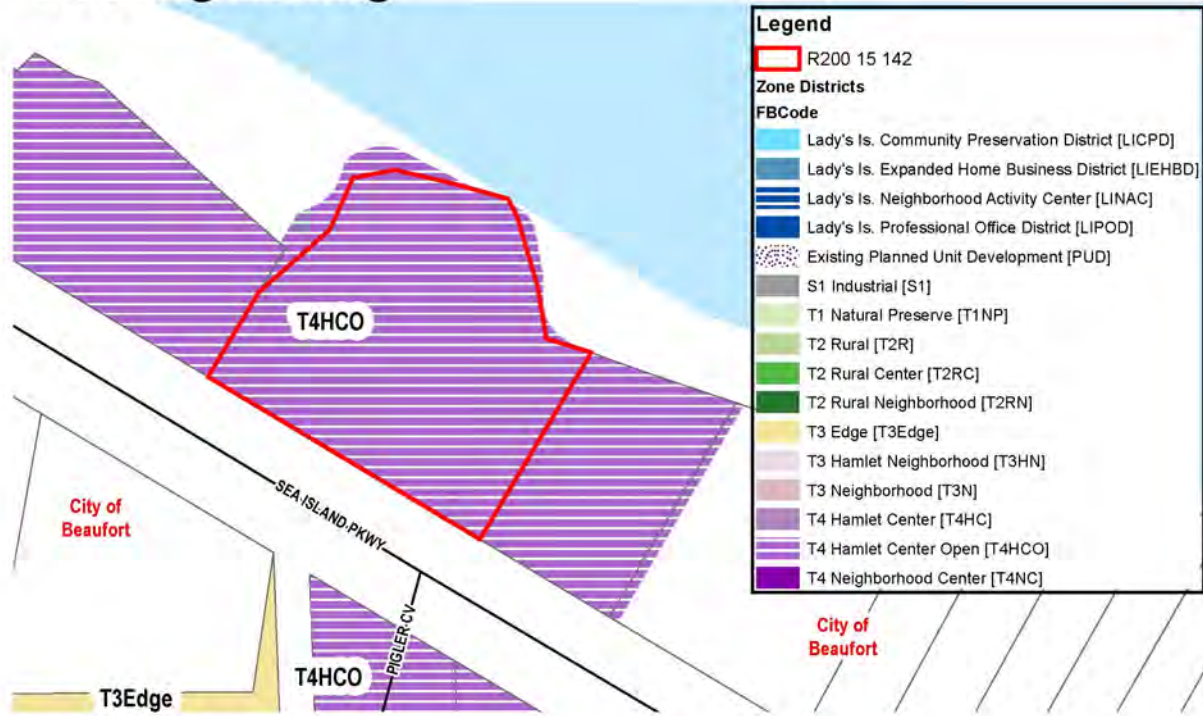


Proposed Zoning

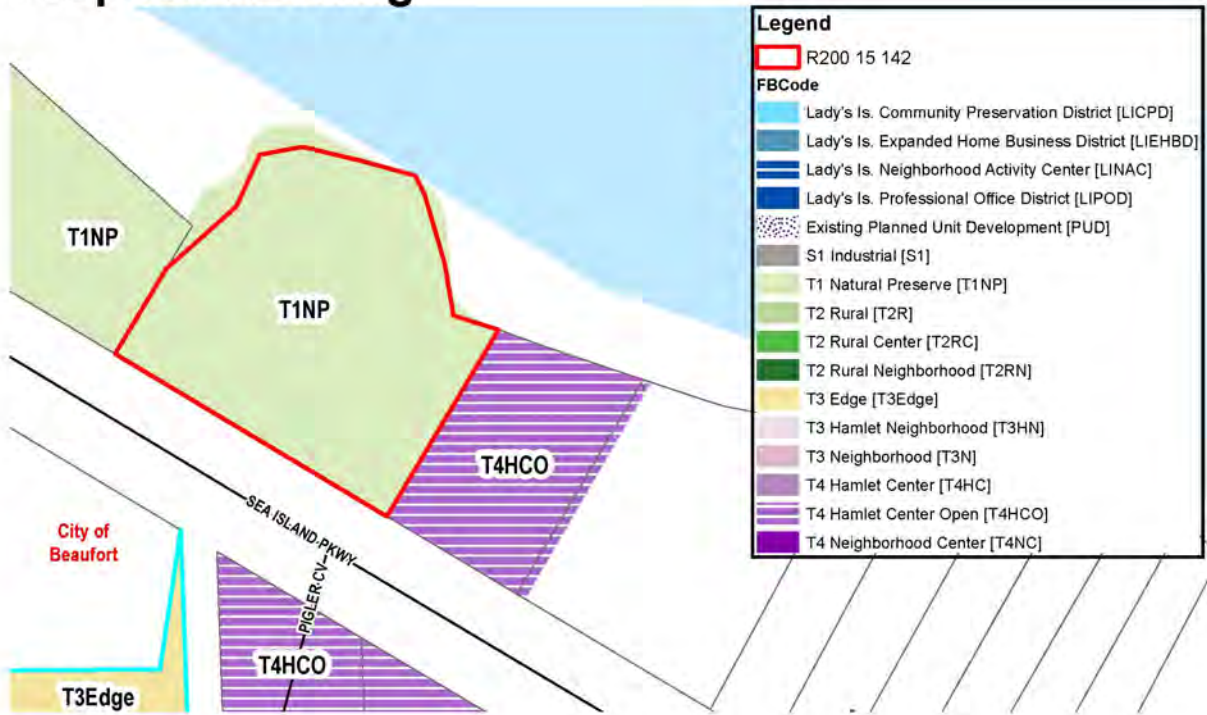


Brewer Memorial Park continued

Existing Zoning

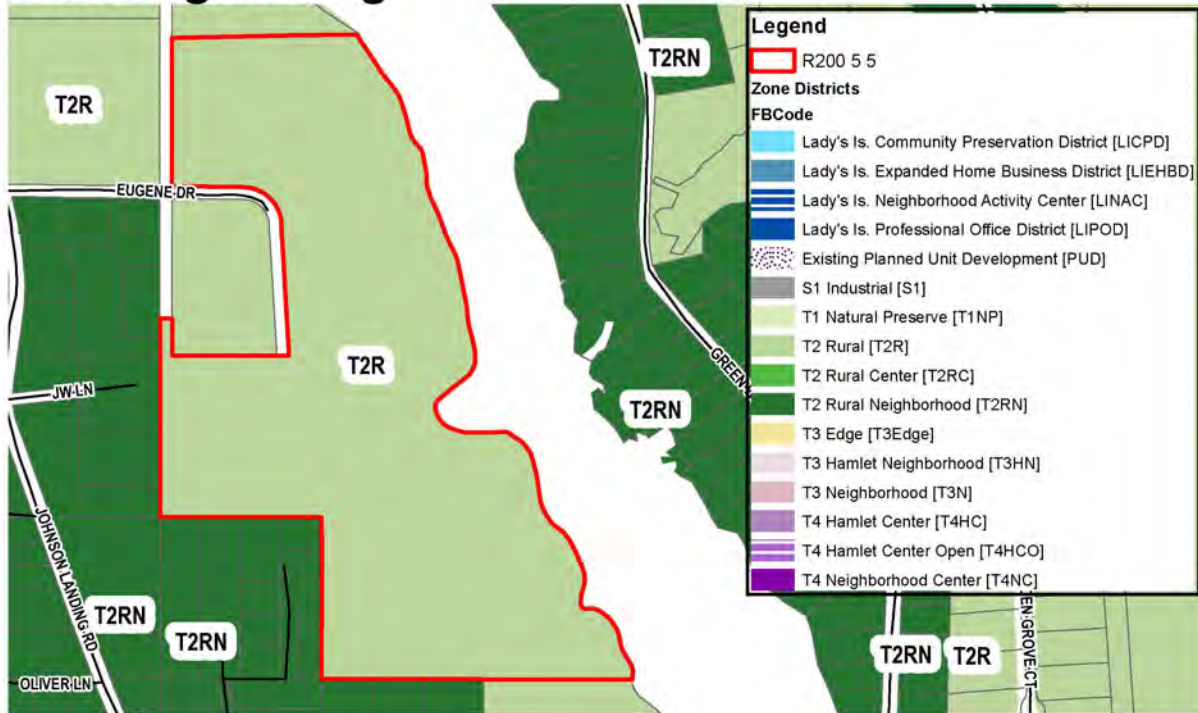


Proposed Zoning

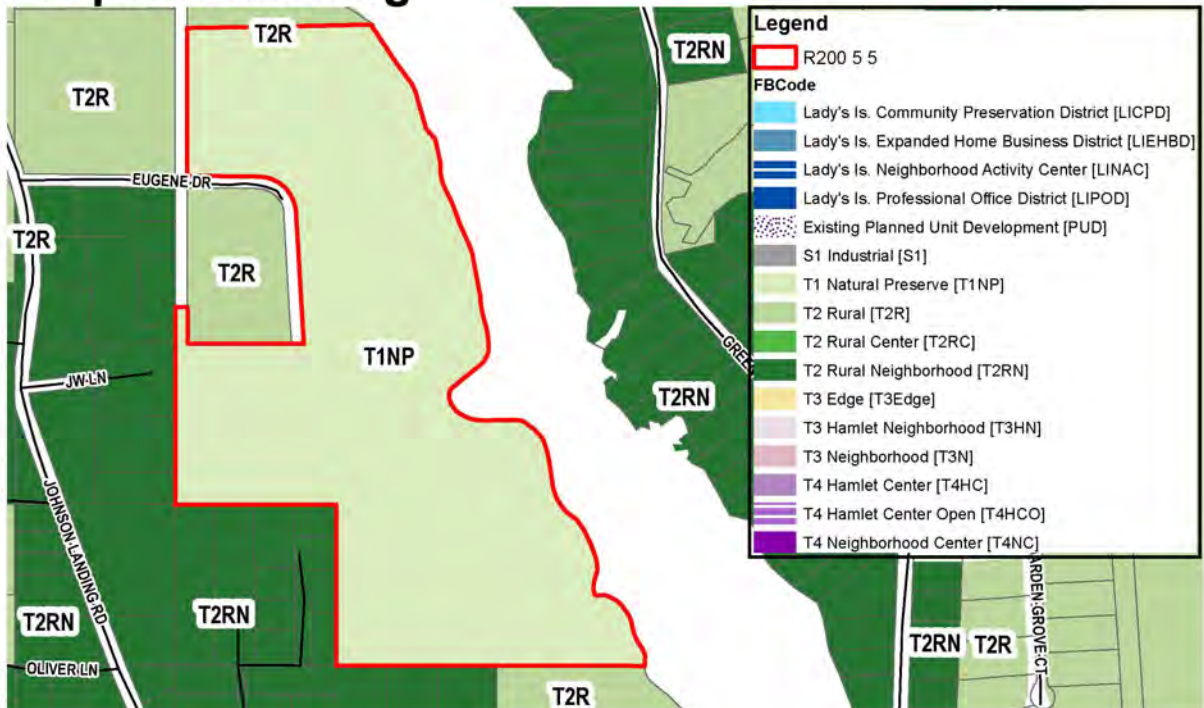


Batthey-Wilson

Existing Zoning

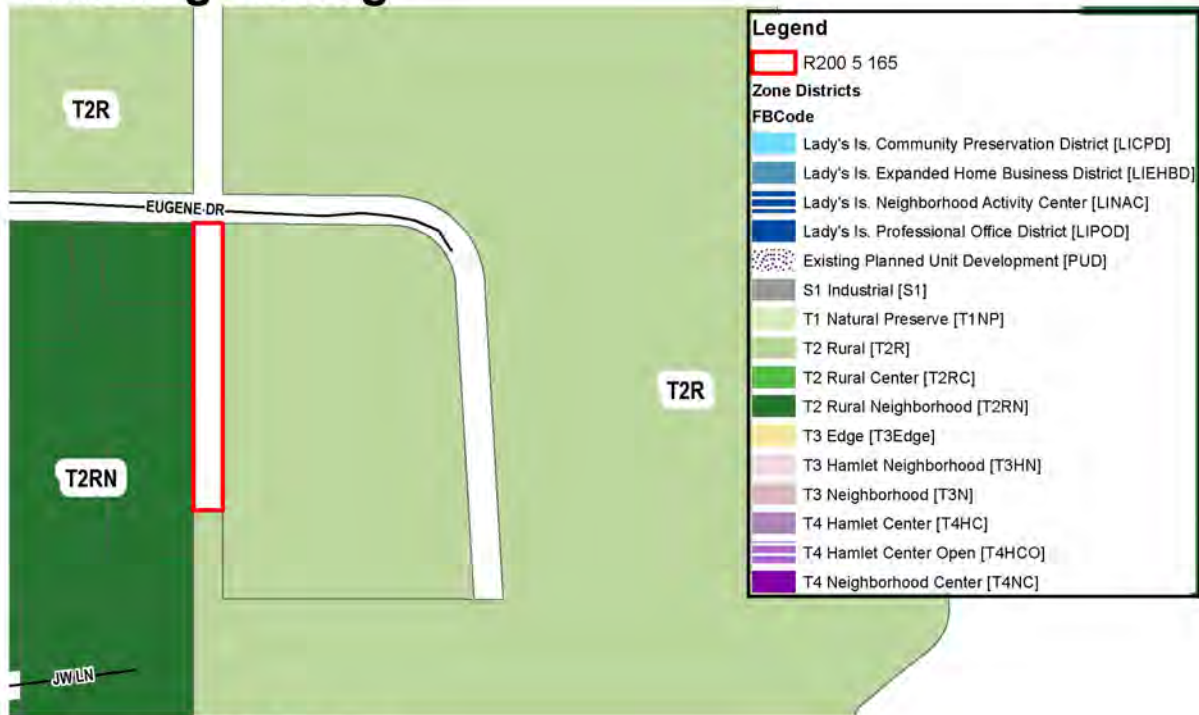


Proposed Zoning

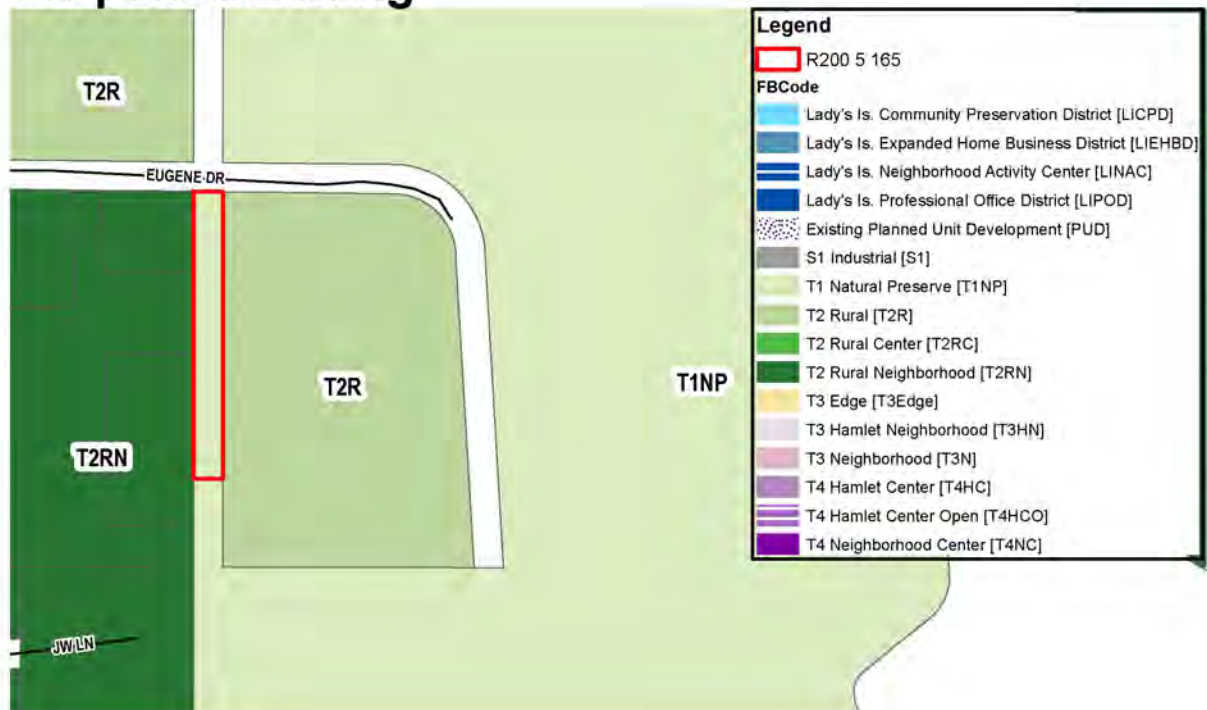


Batthey-Wilson continued

Existing Zoning



Proposed Zoning

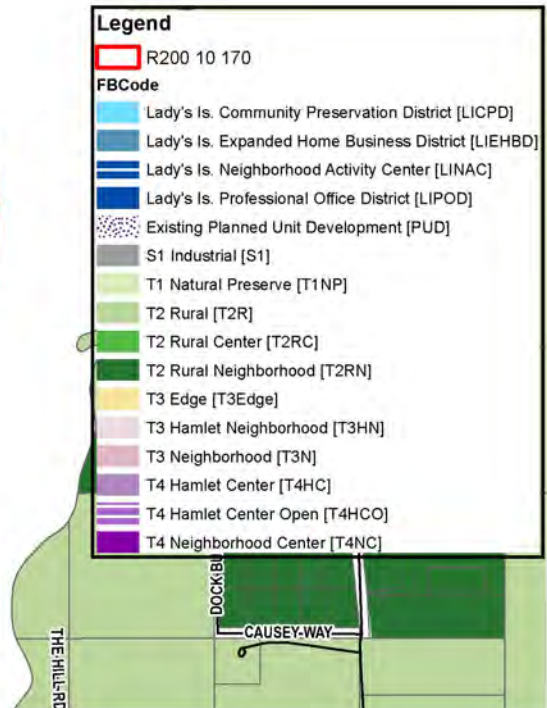
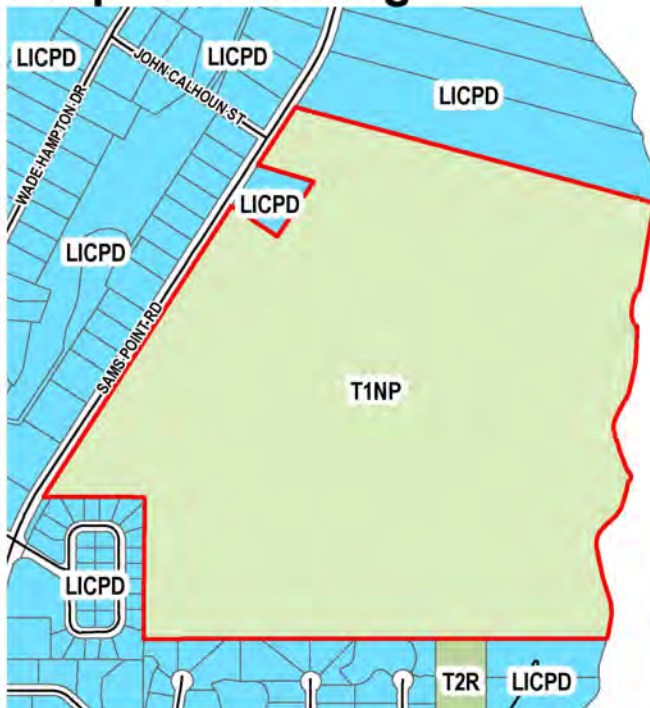


Pineview

Existing Zoning

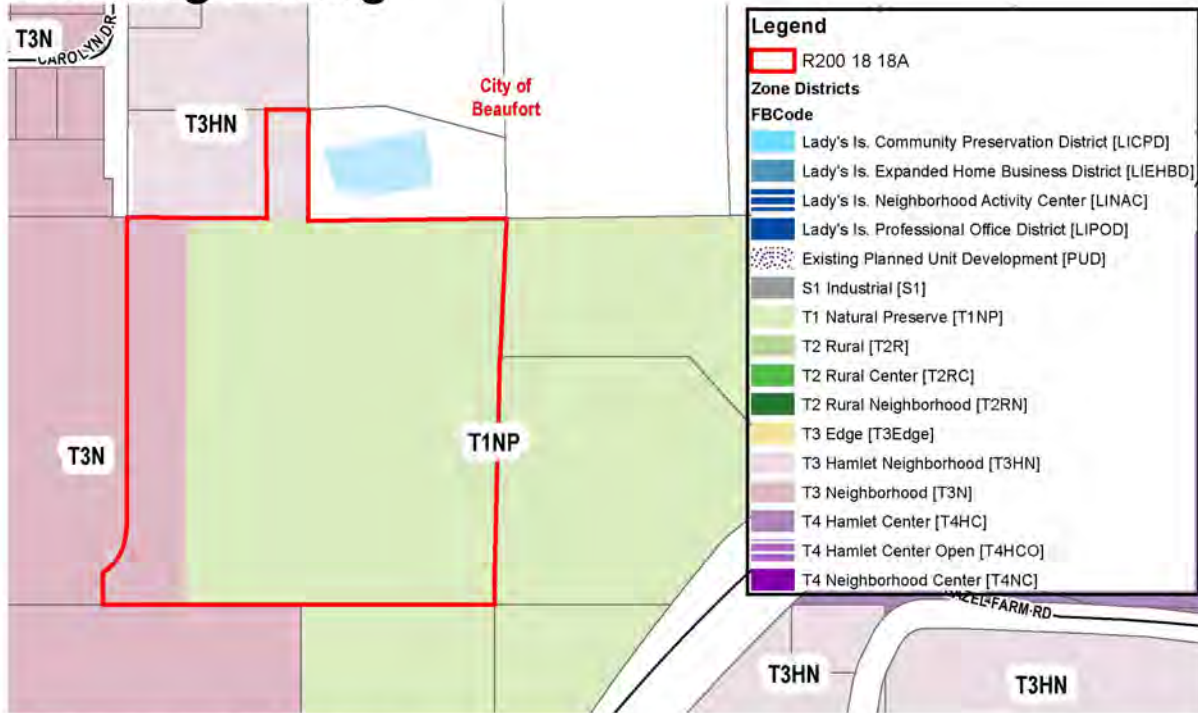


Proposed Zoning

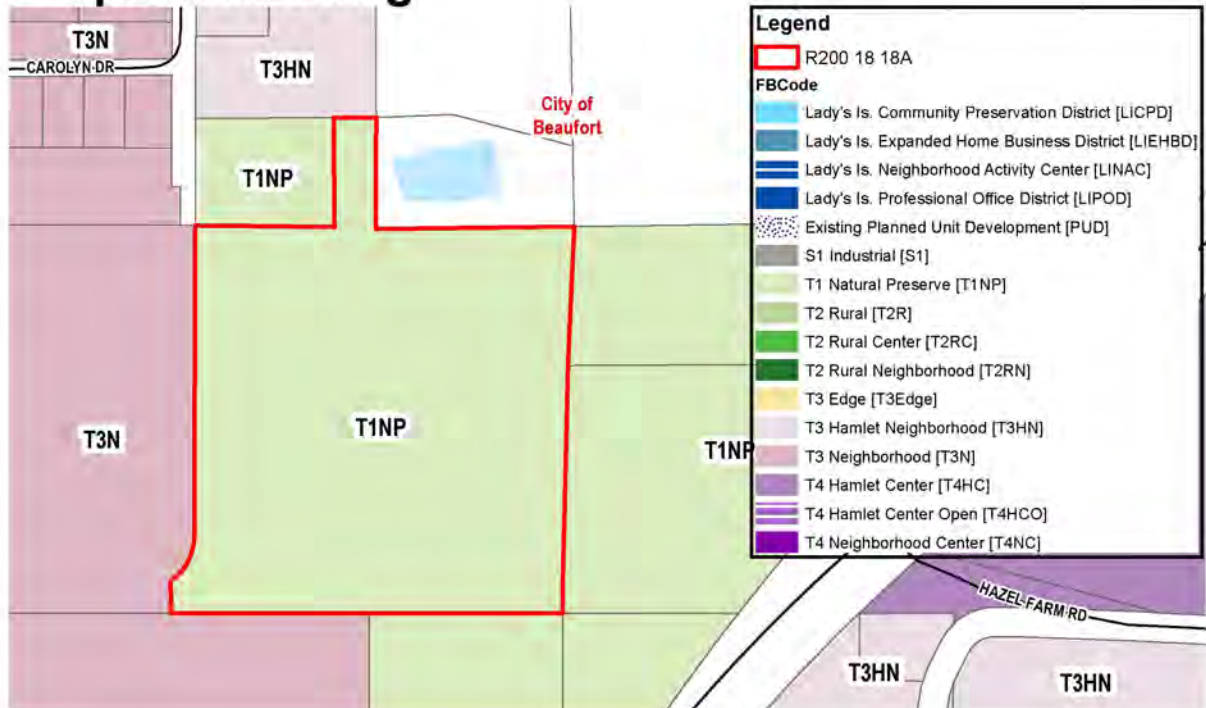


Crystal Lake Park

Existing Zoning

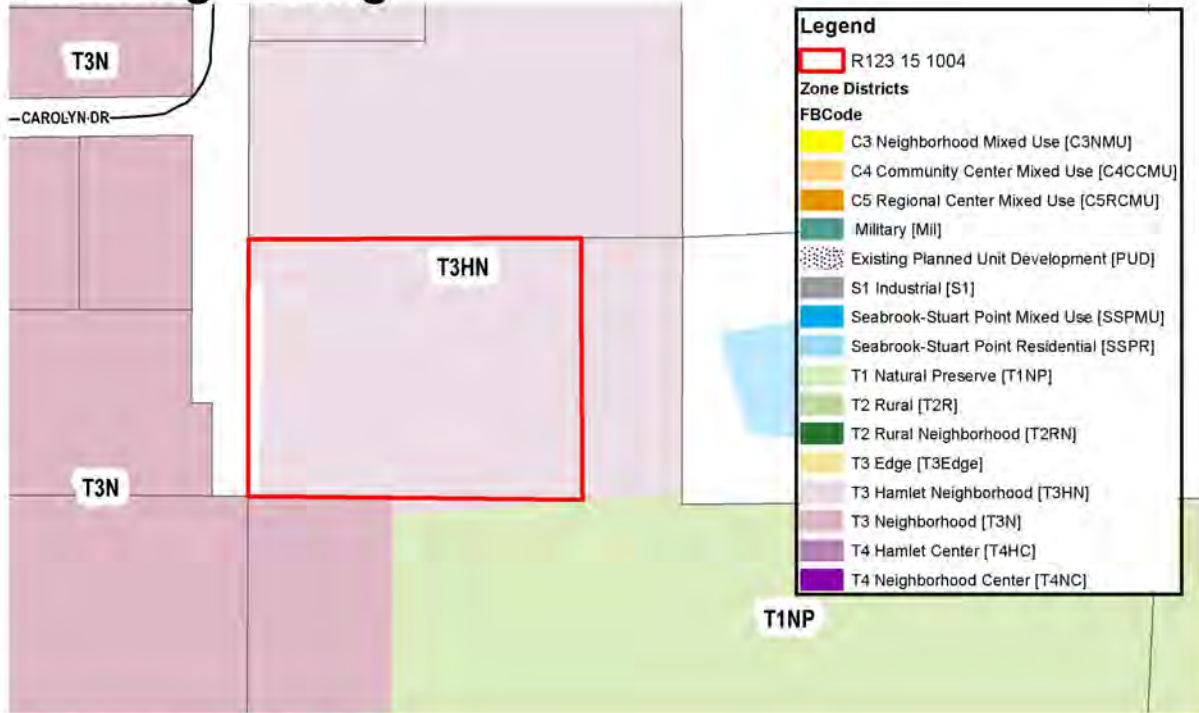


Proposed Zoning

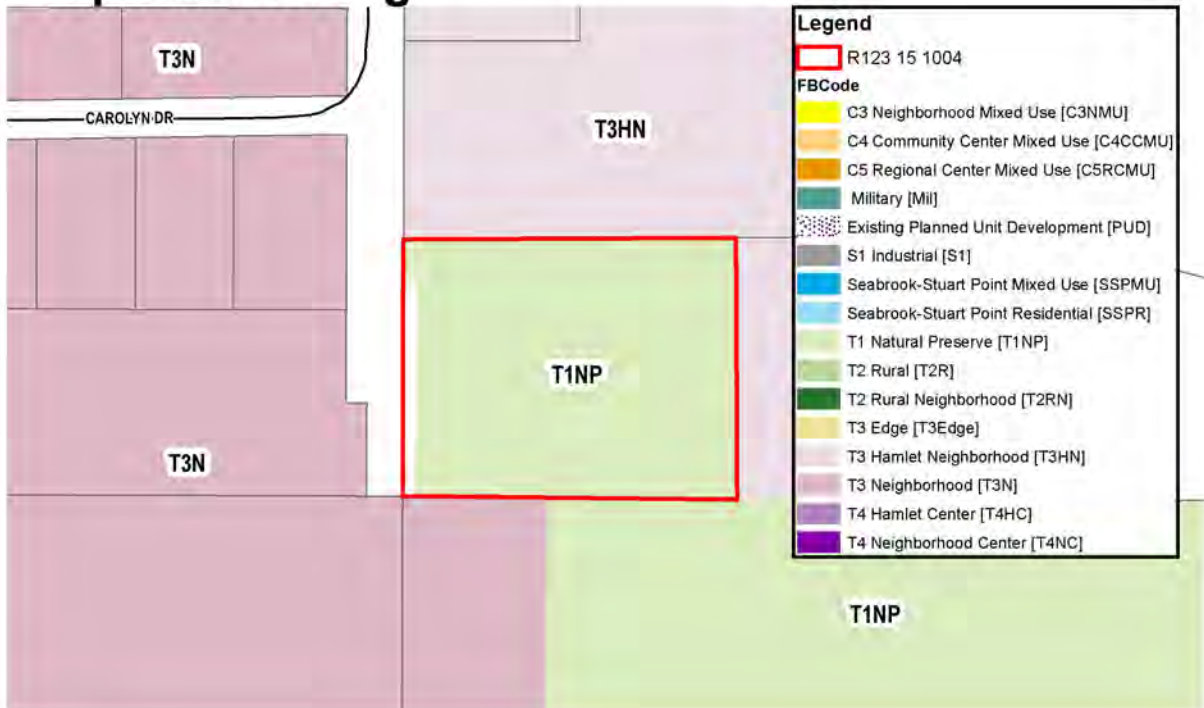


Crystal Lake Park continued

Existing Zoning



Proposed Zoning

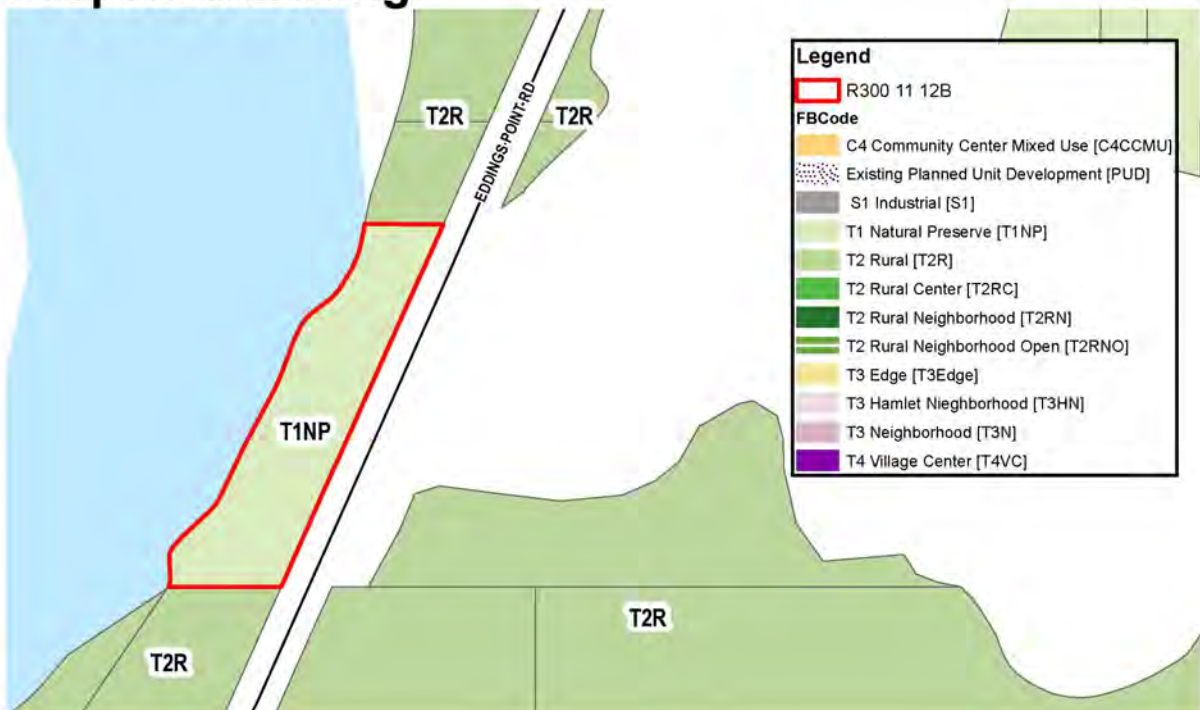


Jenkins Creek and Jenkins Islands

Existing Zoning



Proposed Zoning



Jenkins Creek and Jenkins Islands continued

Existing Zoning

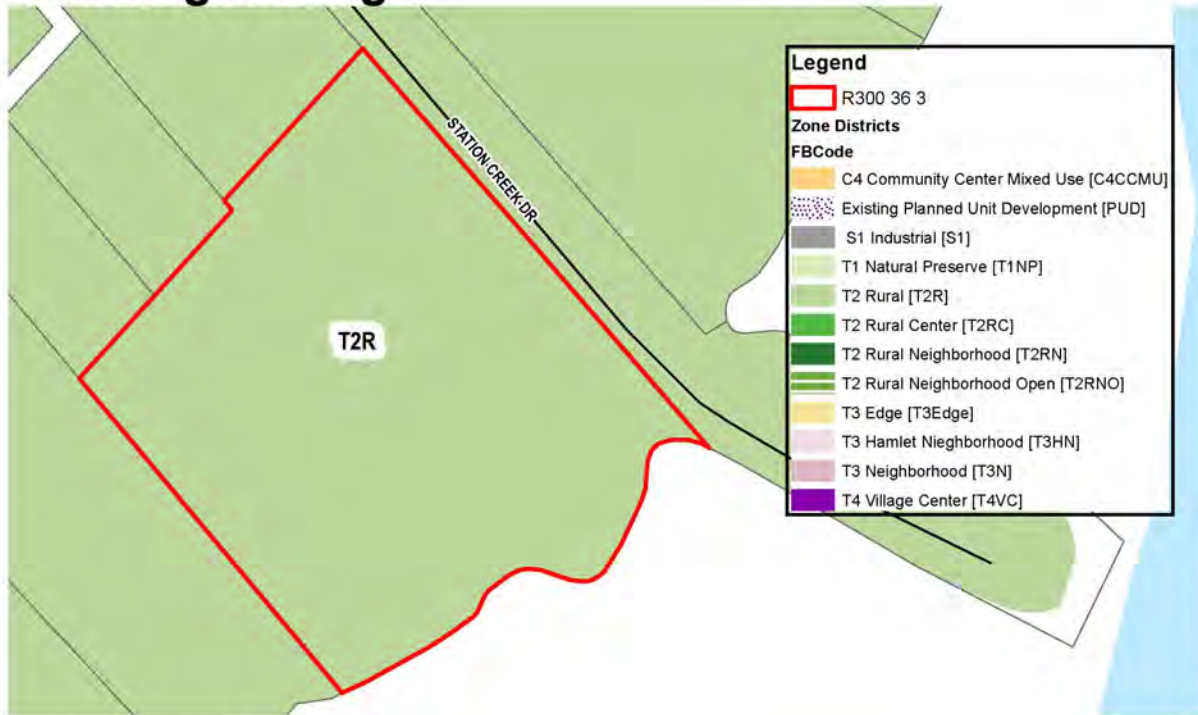


Proposed Zoning

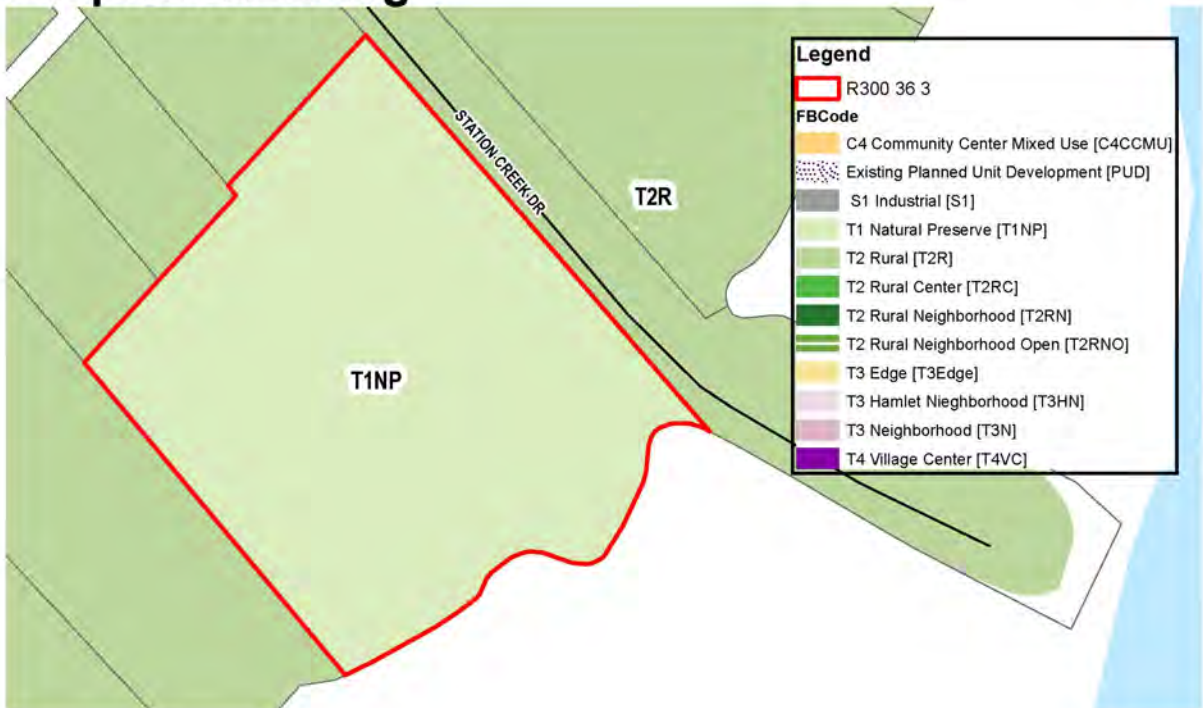


Station Creek Park

Existing Zoning

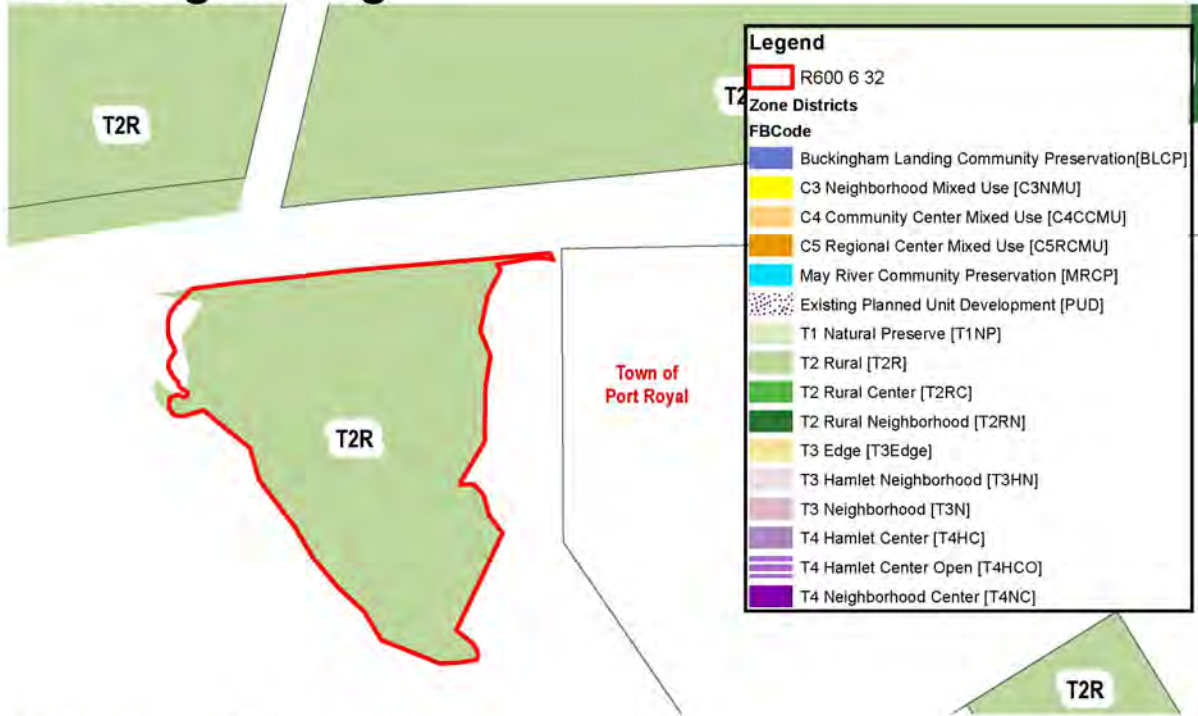


Proposed Zoning

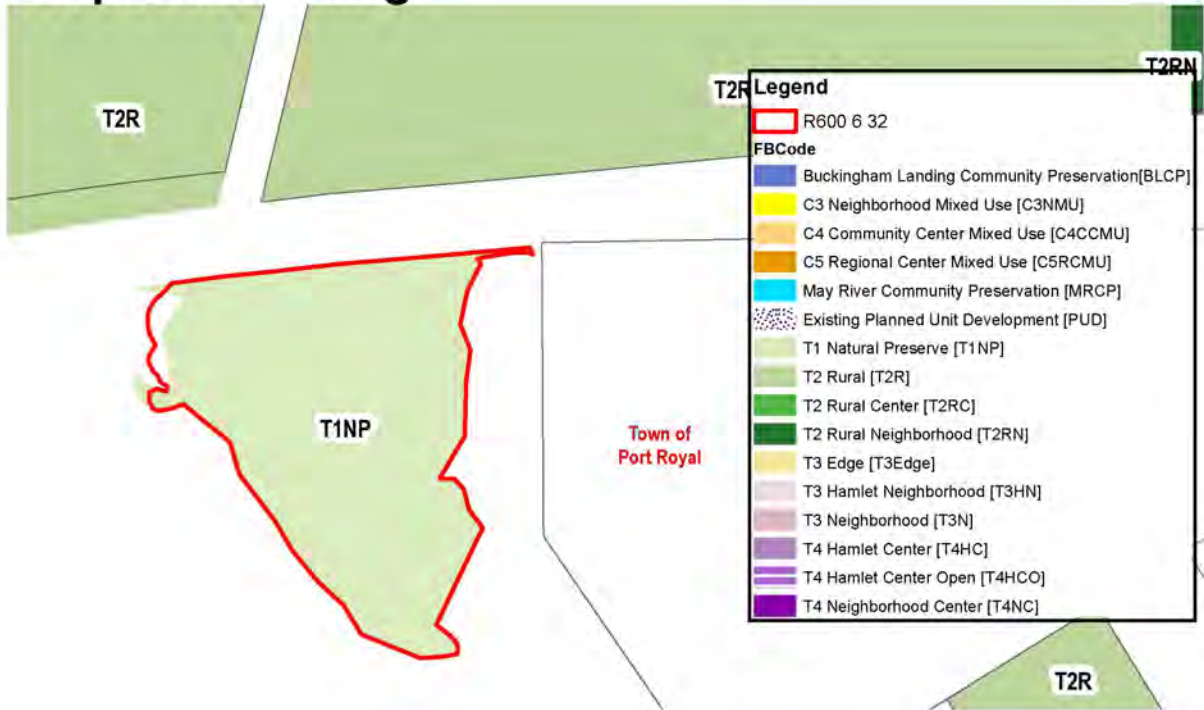


Mobley Hummock

Existing Zoning

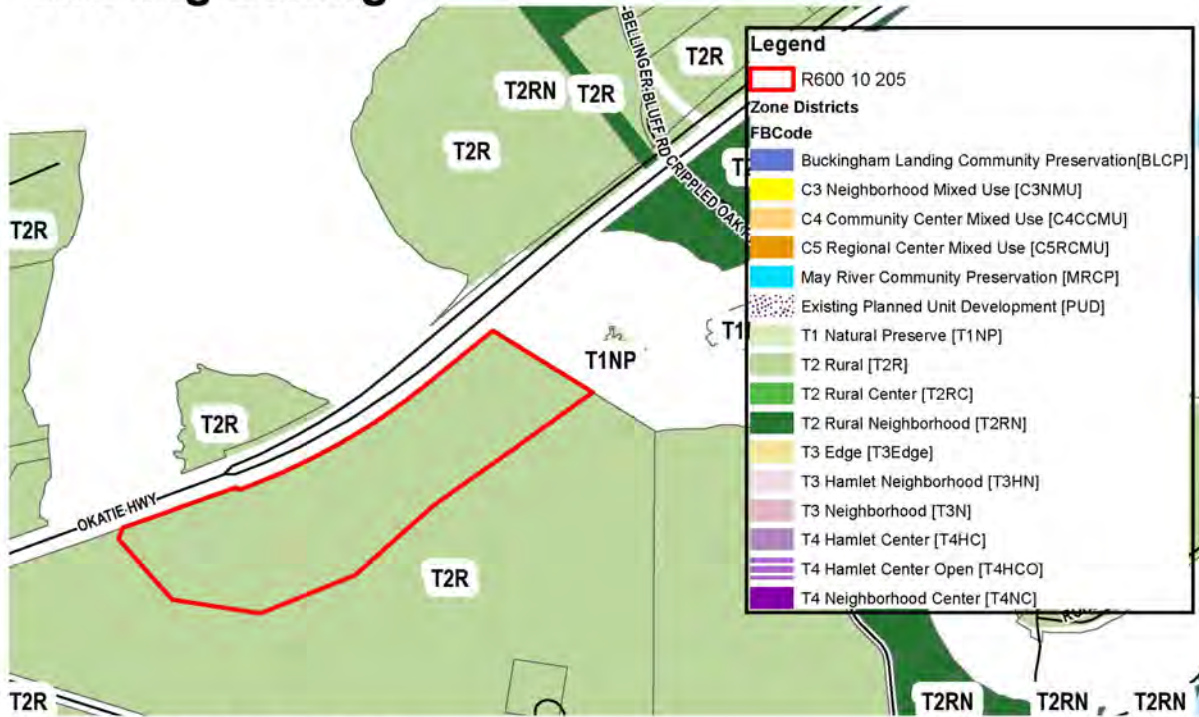


Proposed Zoning

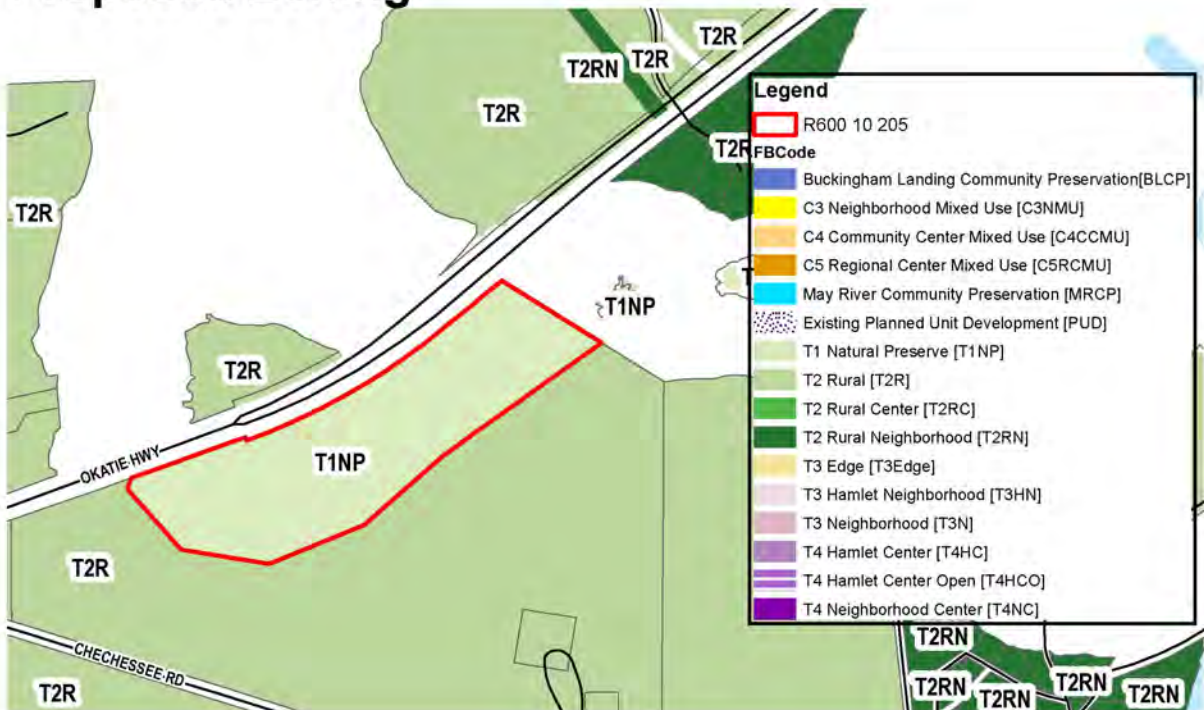


Manigault Neck Corridor

Existing Zoning

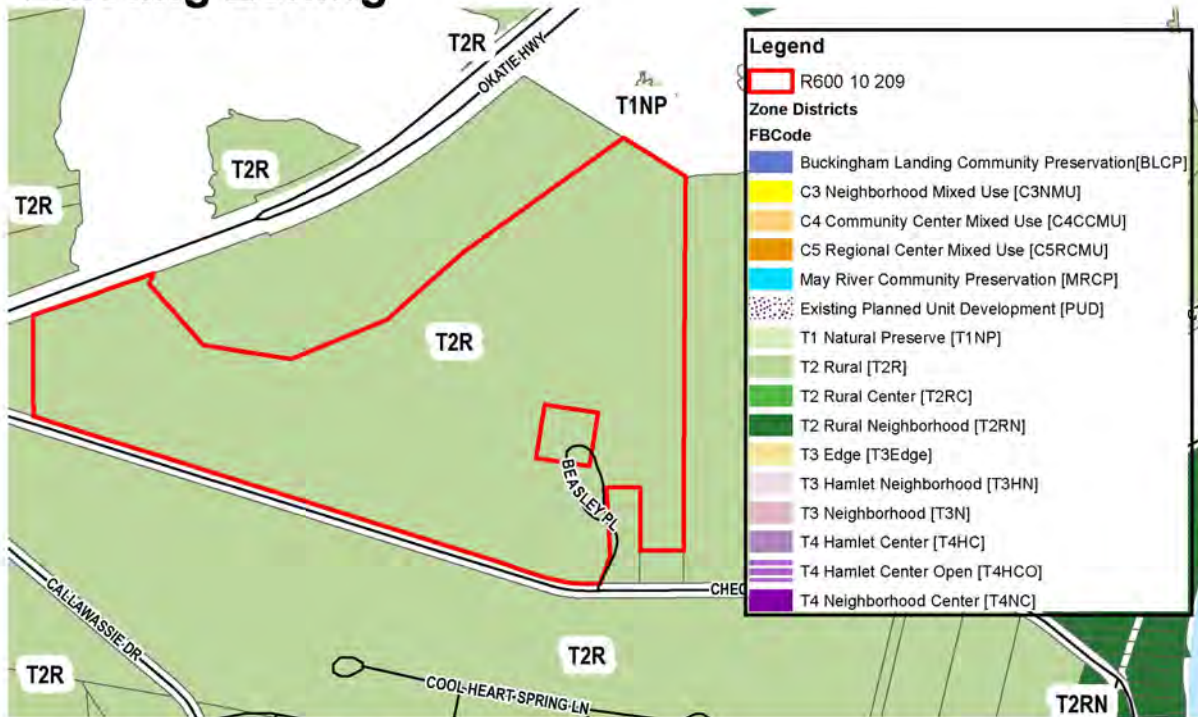


Proposed Zoning

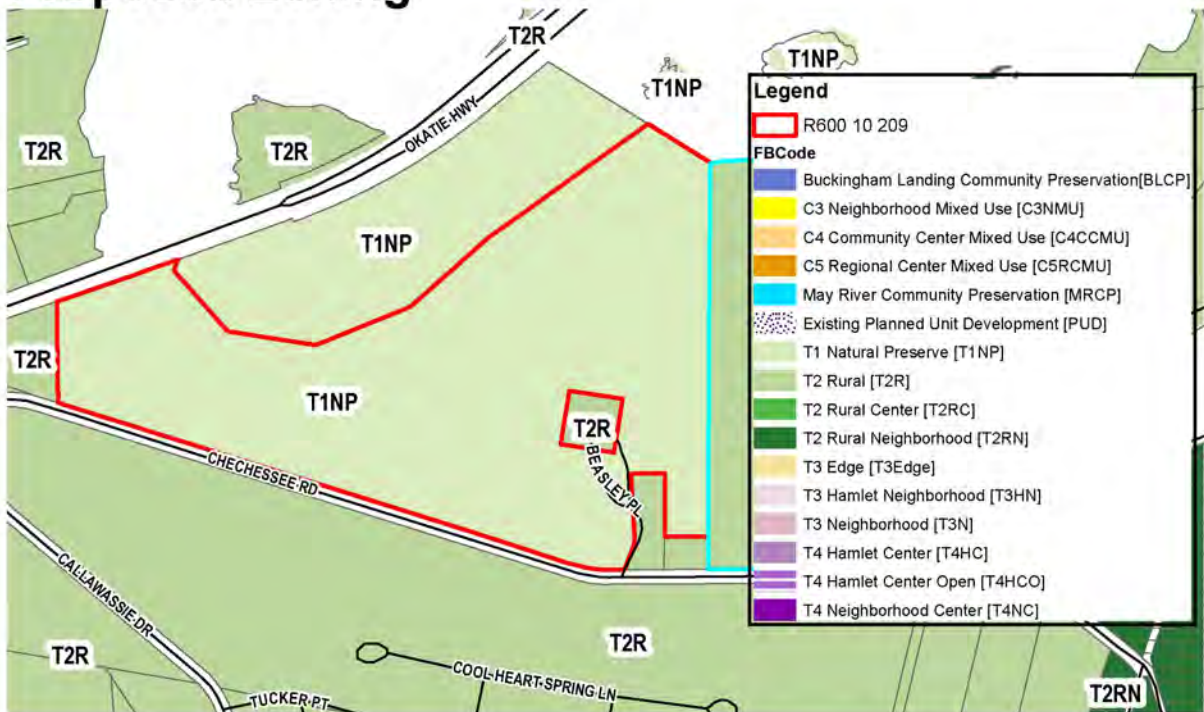


Manigault Neck Corridor continued

Existing Zoning

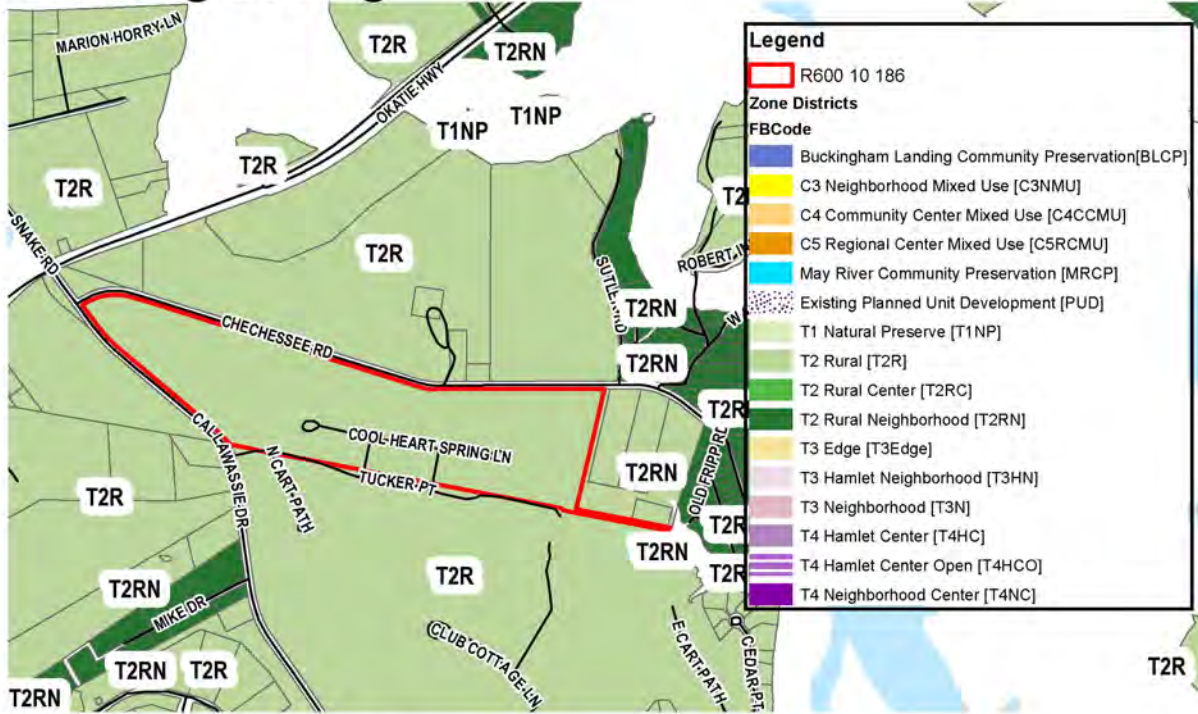


Proposed Zoning

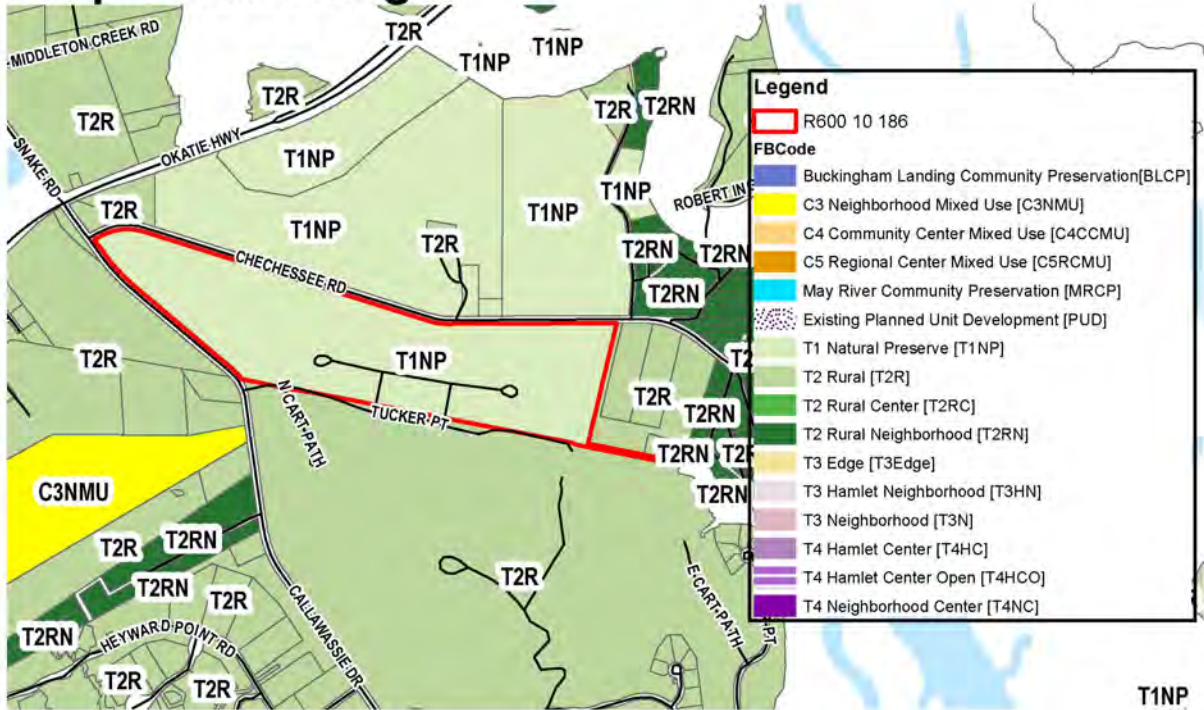


Manigault Neck Corridor continued

Existing Zoning

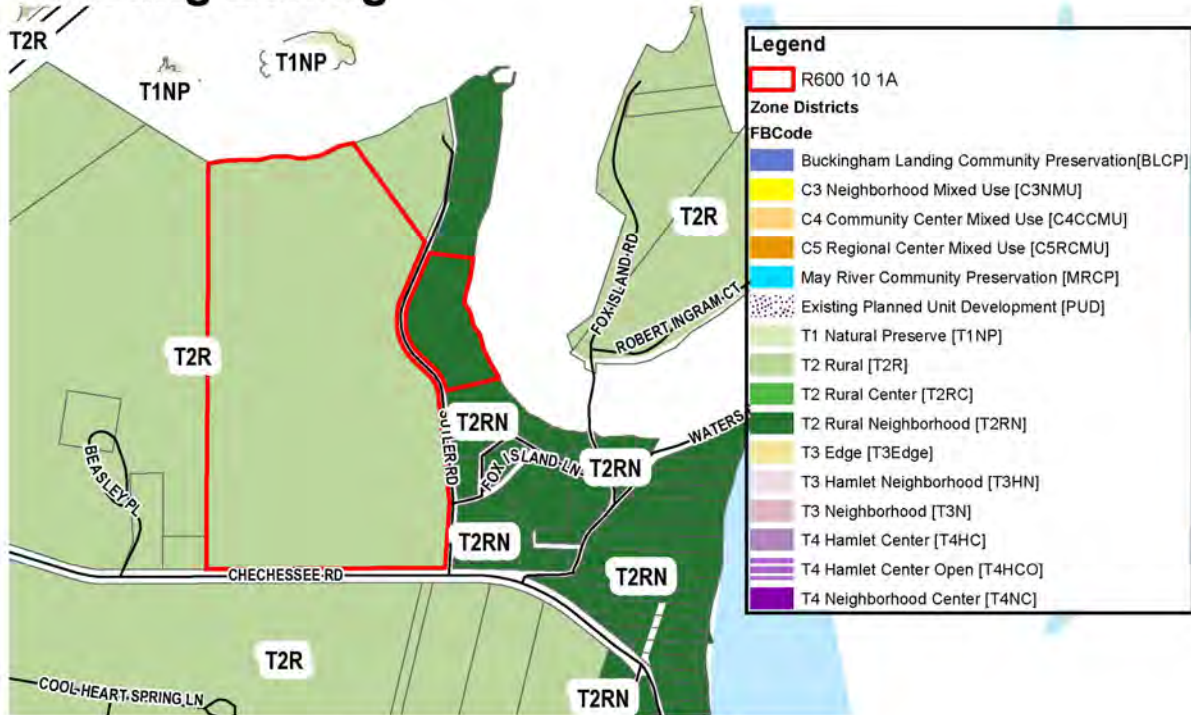


Proposed Zoning

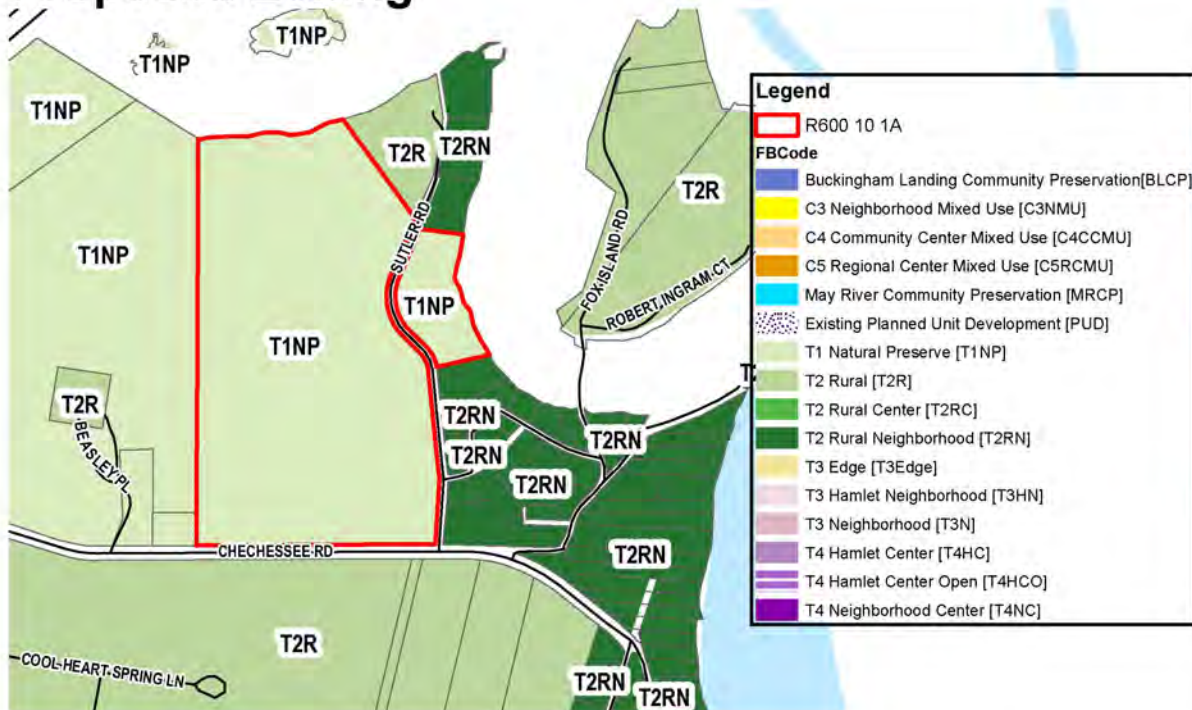


Manigault Neck Corridor continued

Existing Zoning

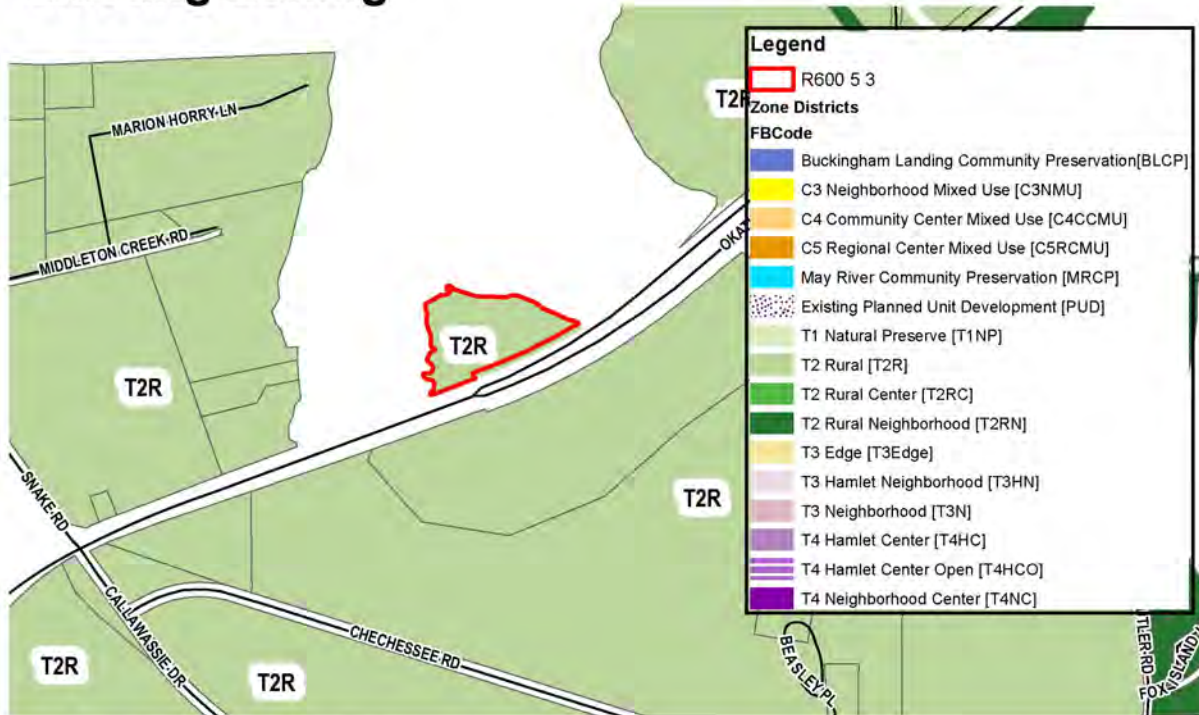


Proposed Zoning

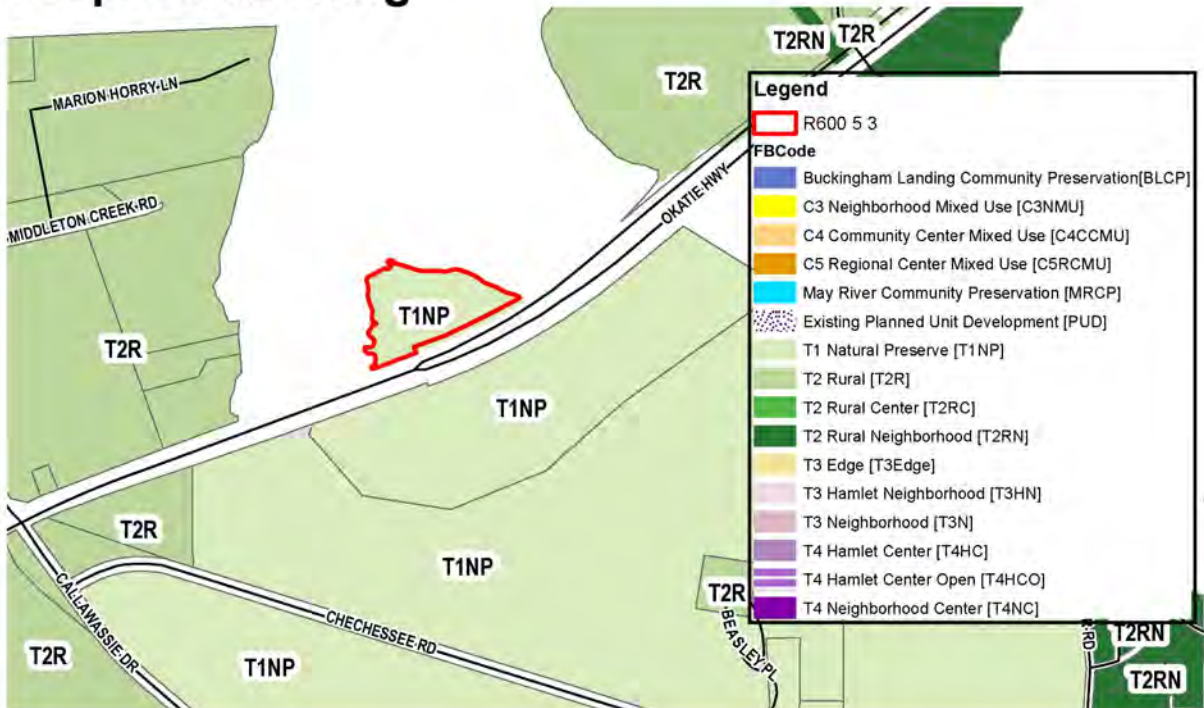


Manigault Neck Corridor continued

Existing Zoning

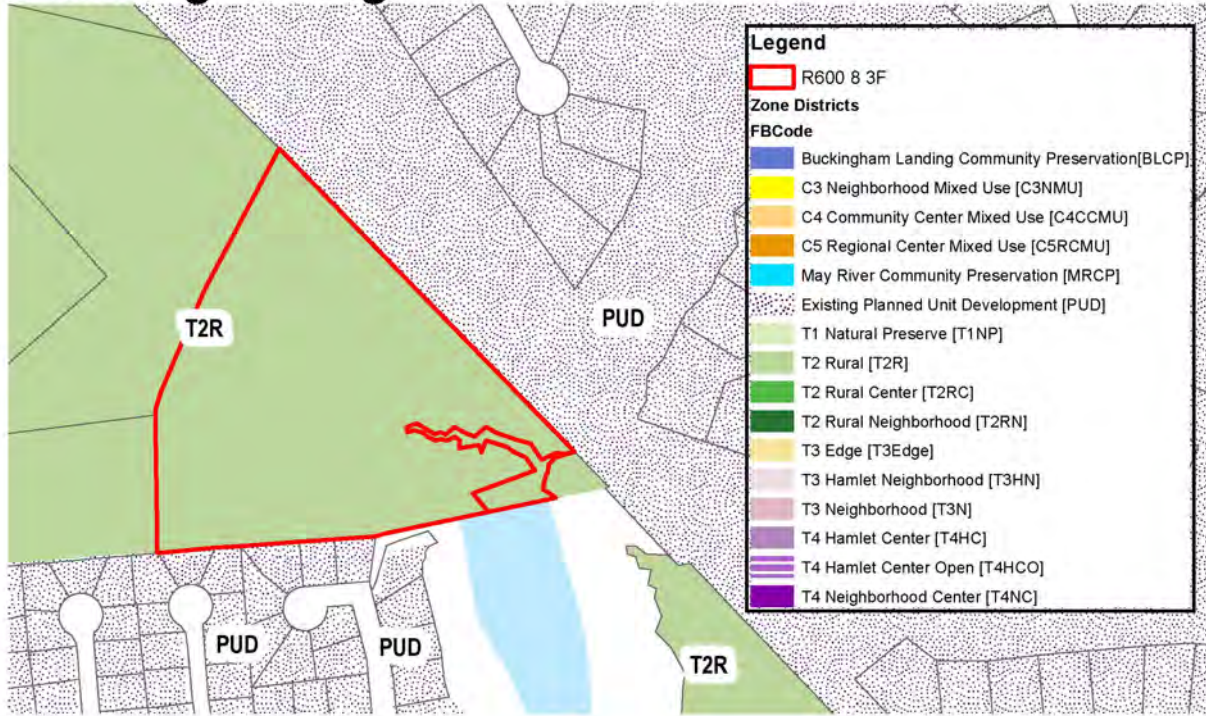


Proposed Zoning

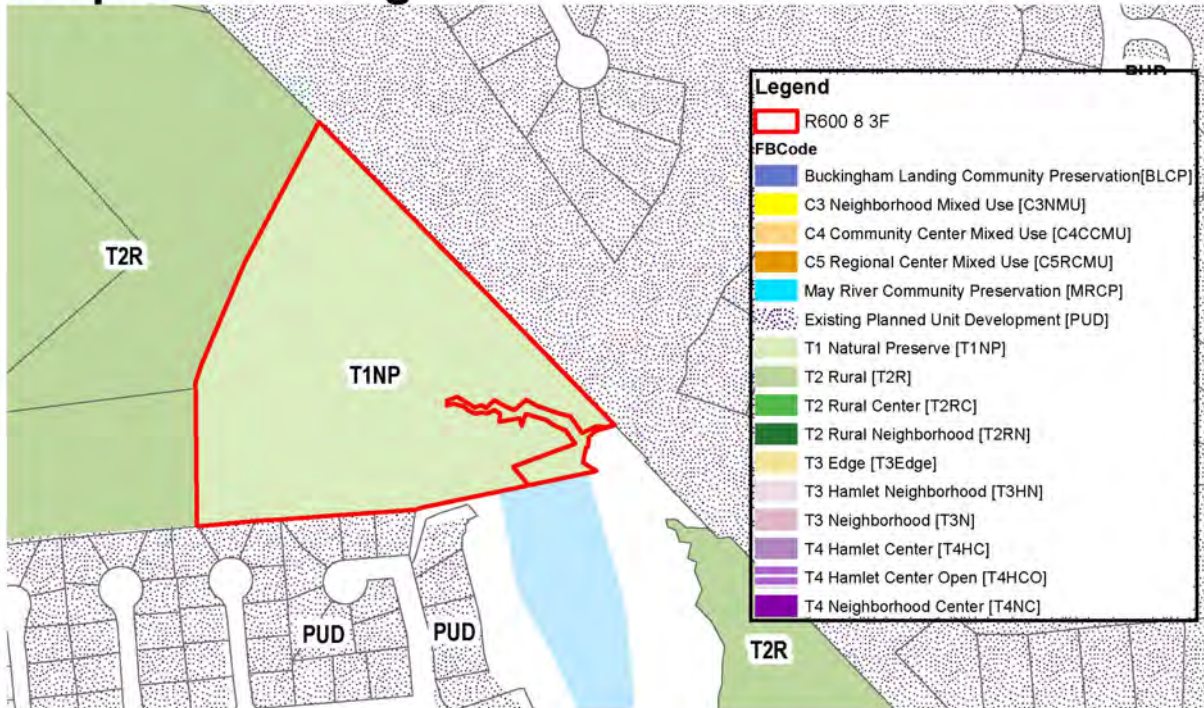


Okatie Marsh Preserve

Existing Zoning

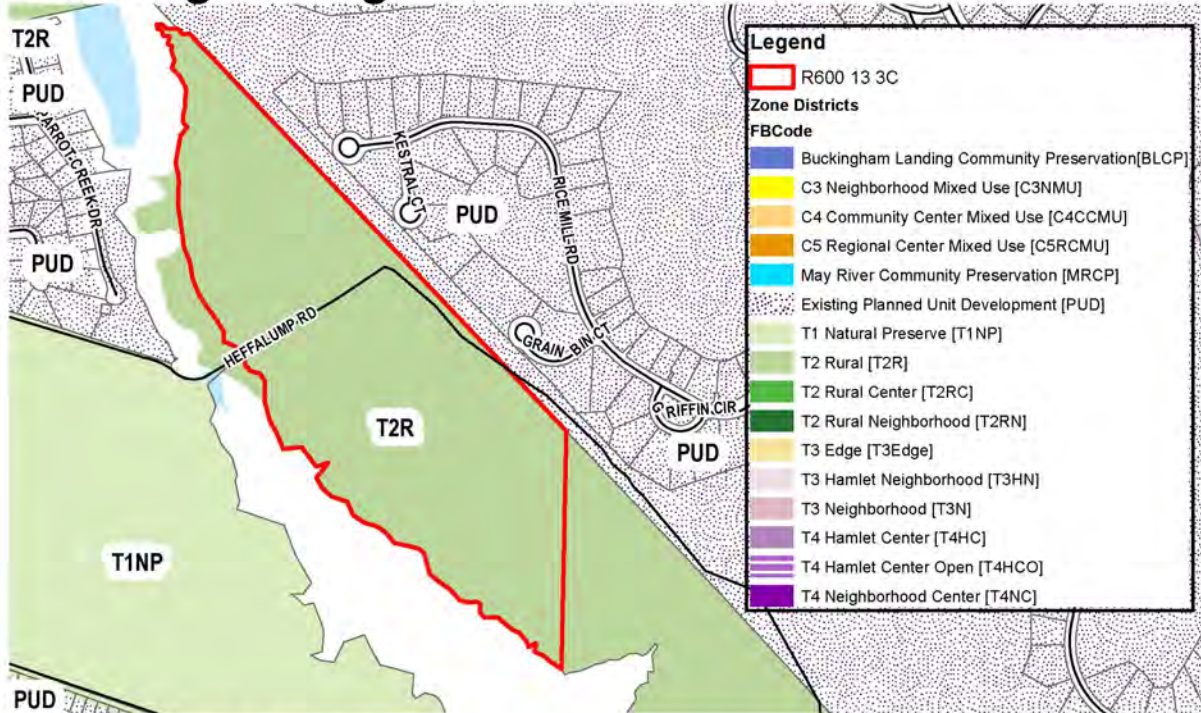


Proposed Zoning

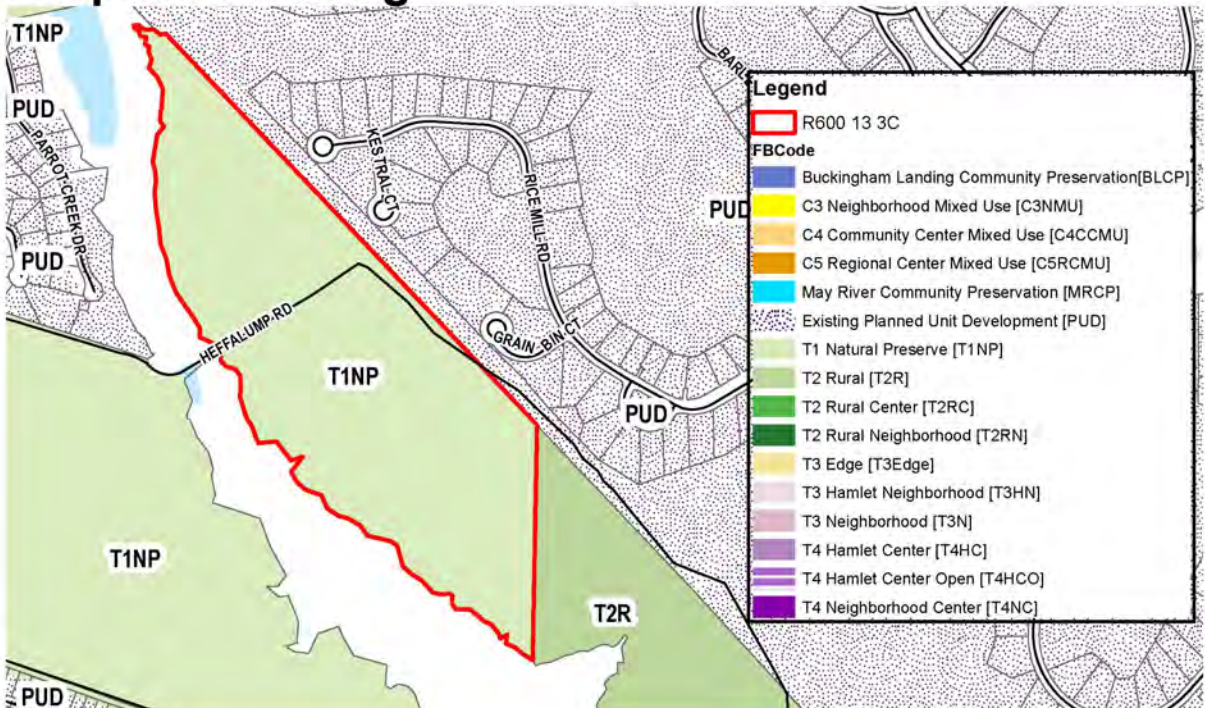


Okatie Marsh Preserve continued

Existing Zoning

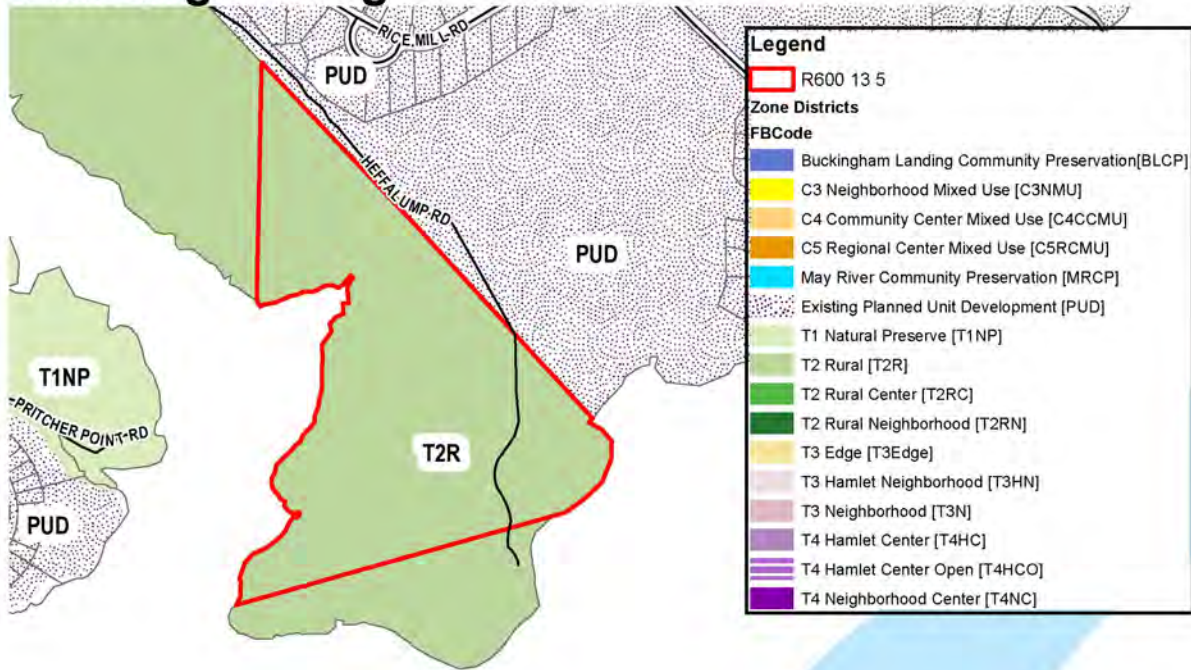


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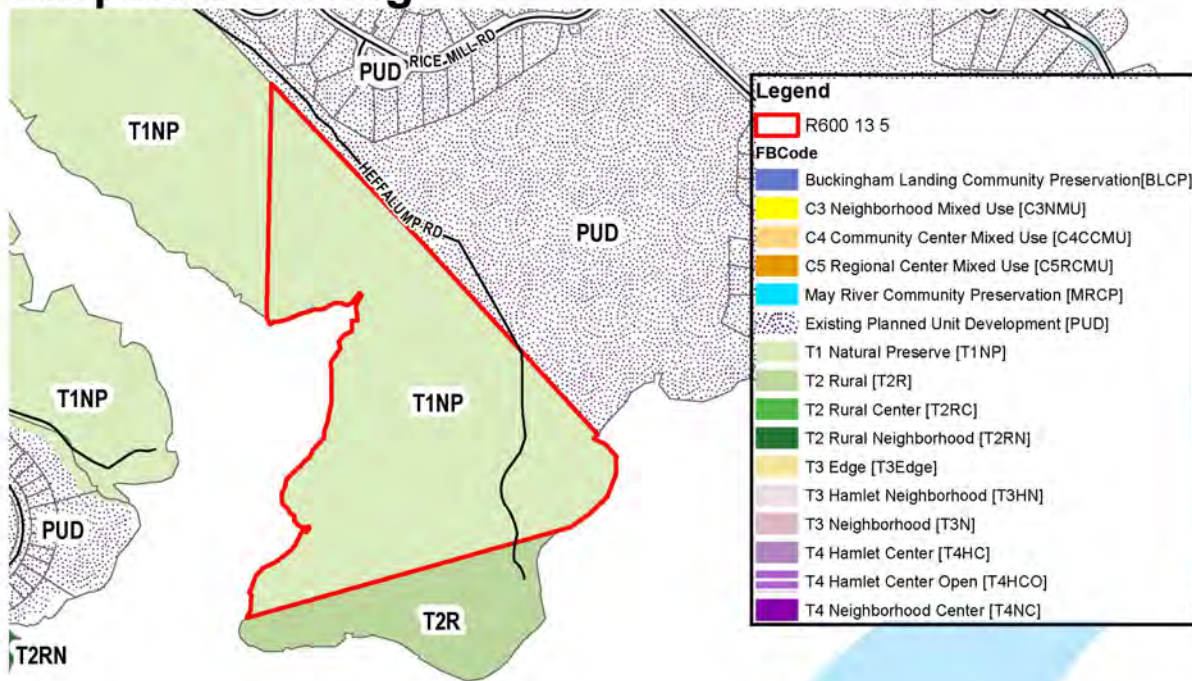


Okatie Marsh Preserve continued

Existing Zoning

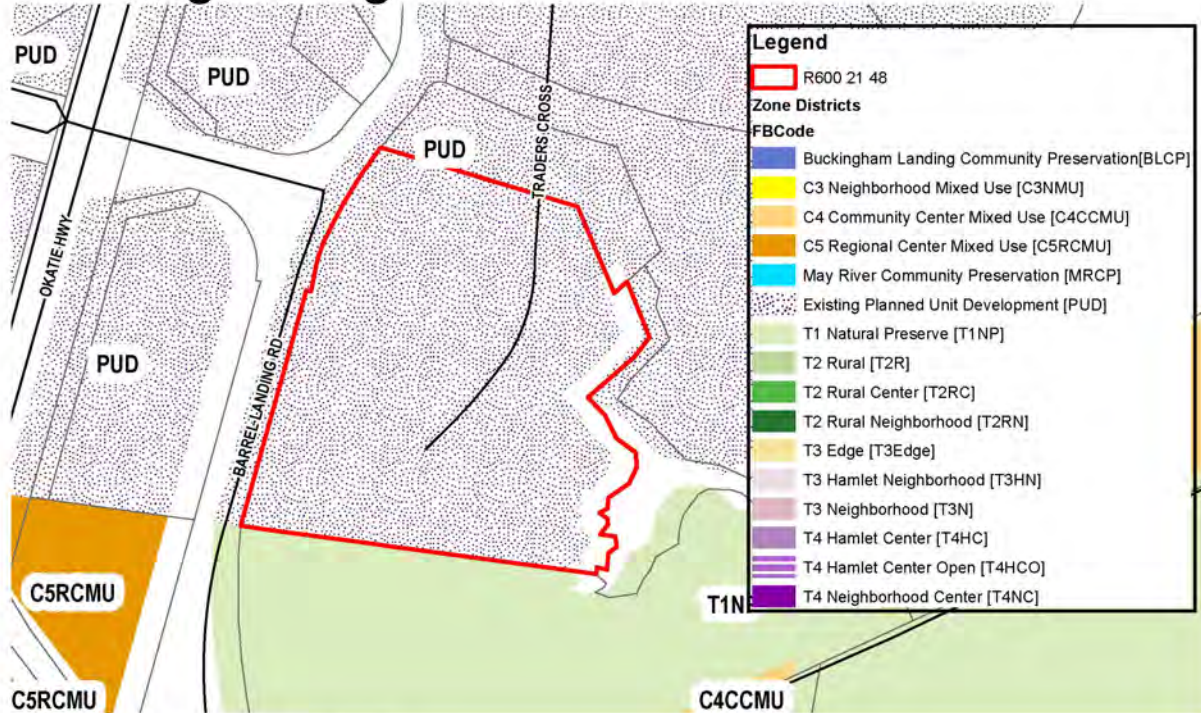


Proposed Zoning

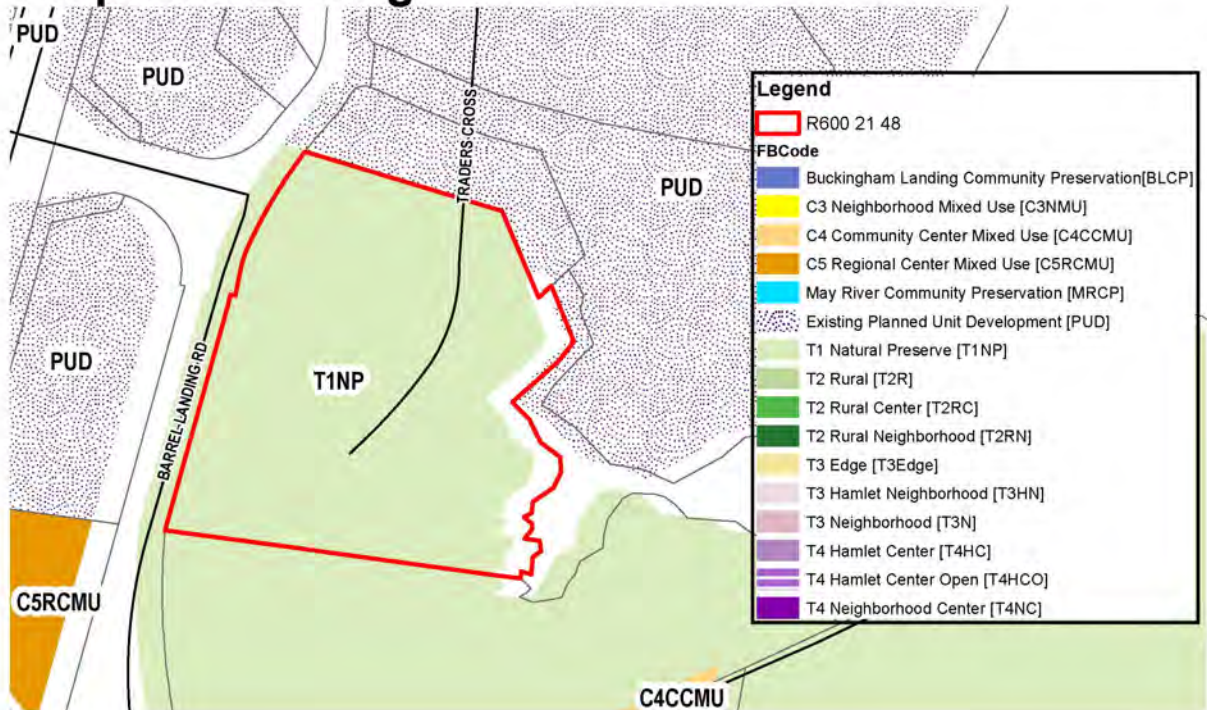


Barrel Landing

Existing Zoning

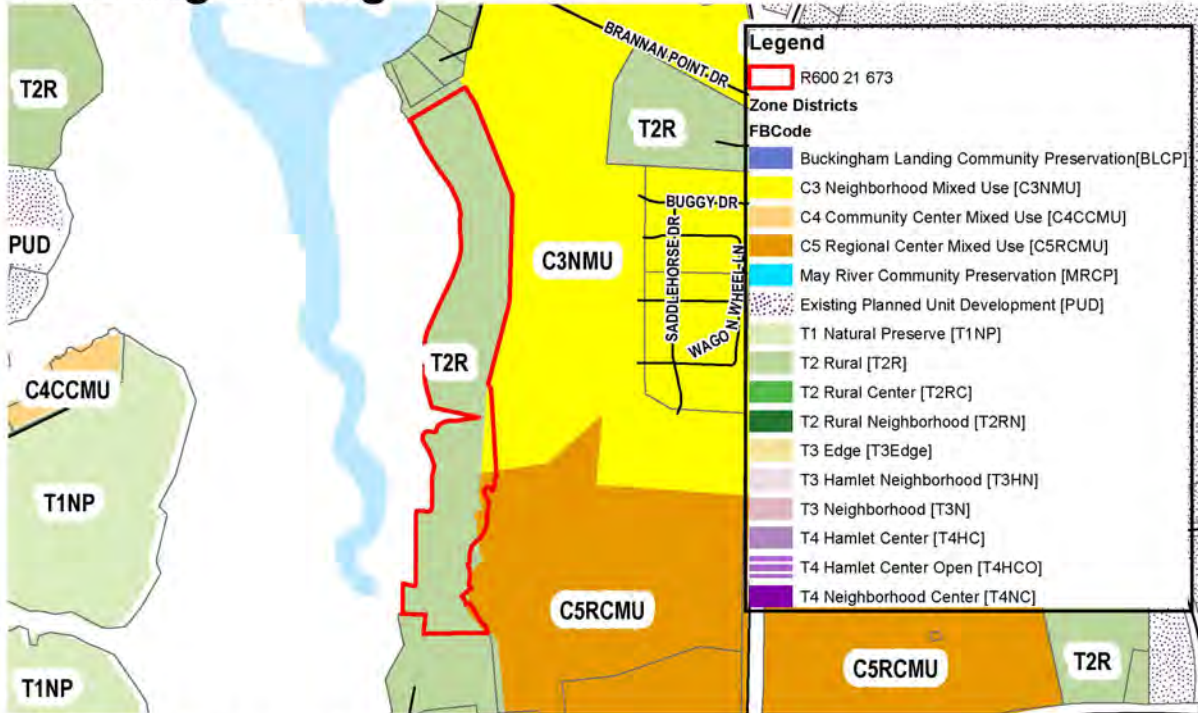


Proposed Zoning

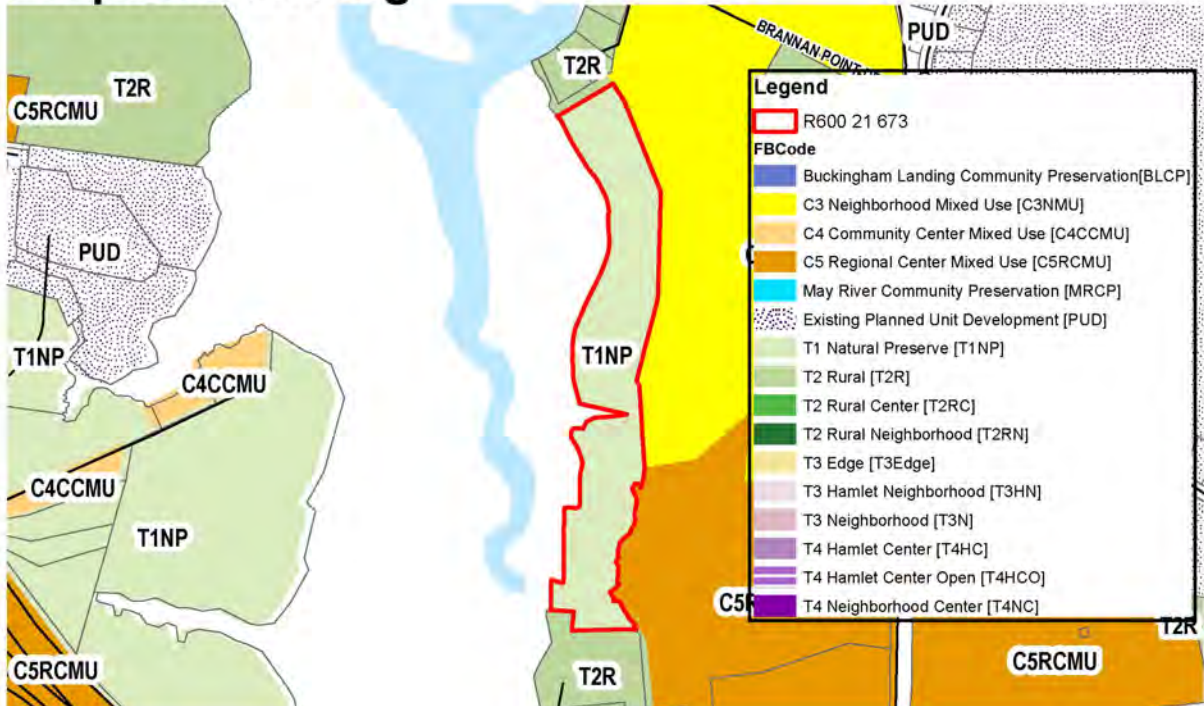


Okatie River Park

Existing Zoning

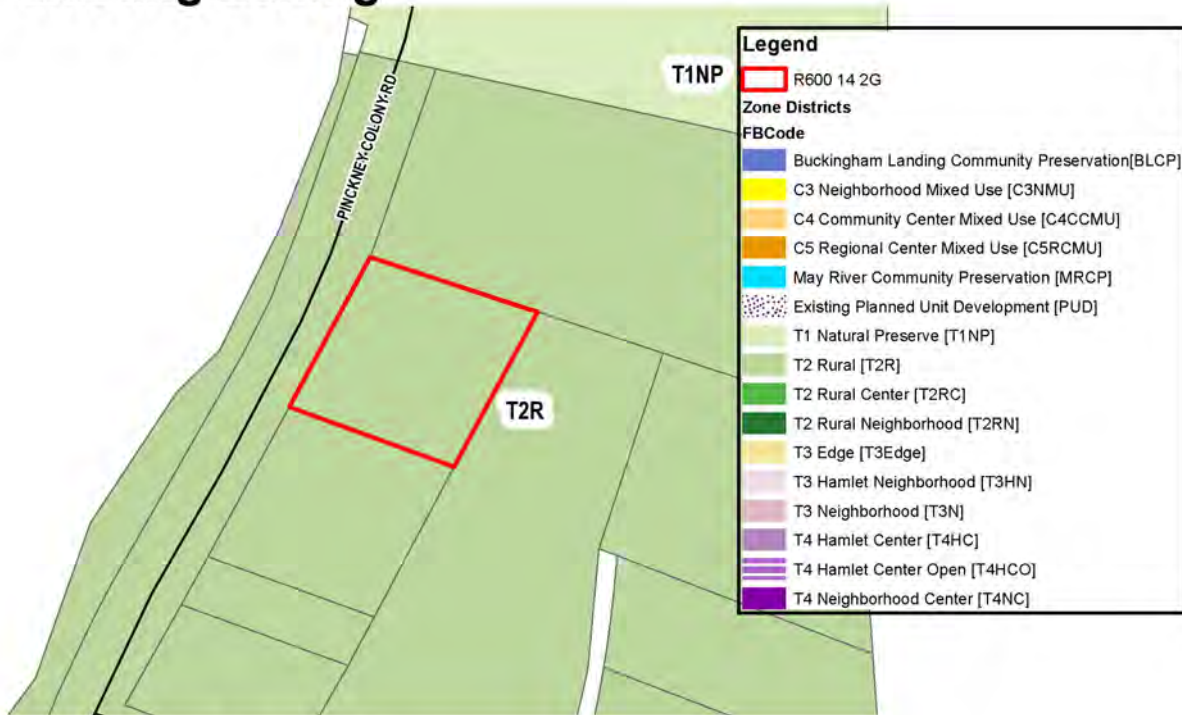


Proposed Zoning

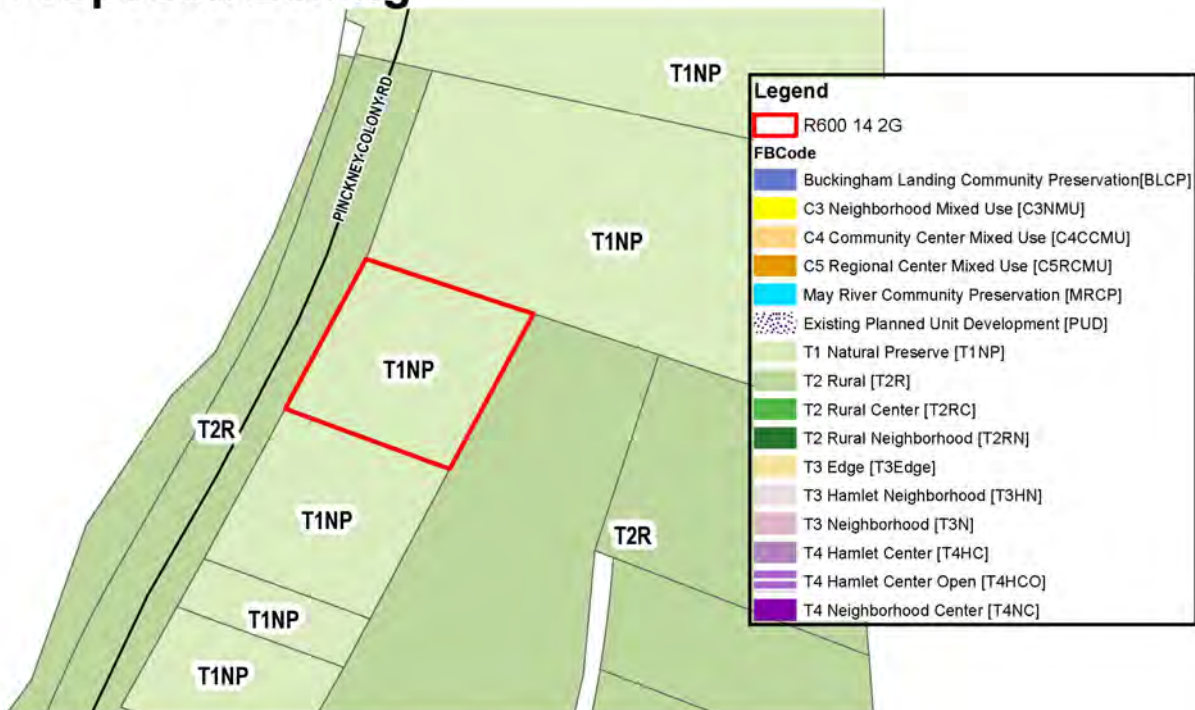


Pinckney Point Preserve

Existing Zoning

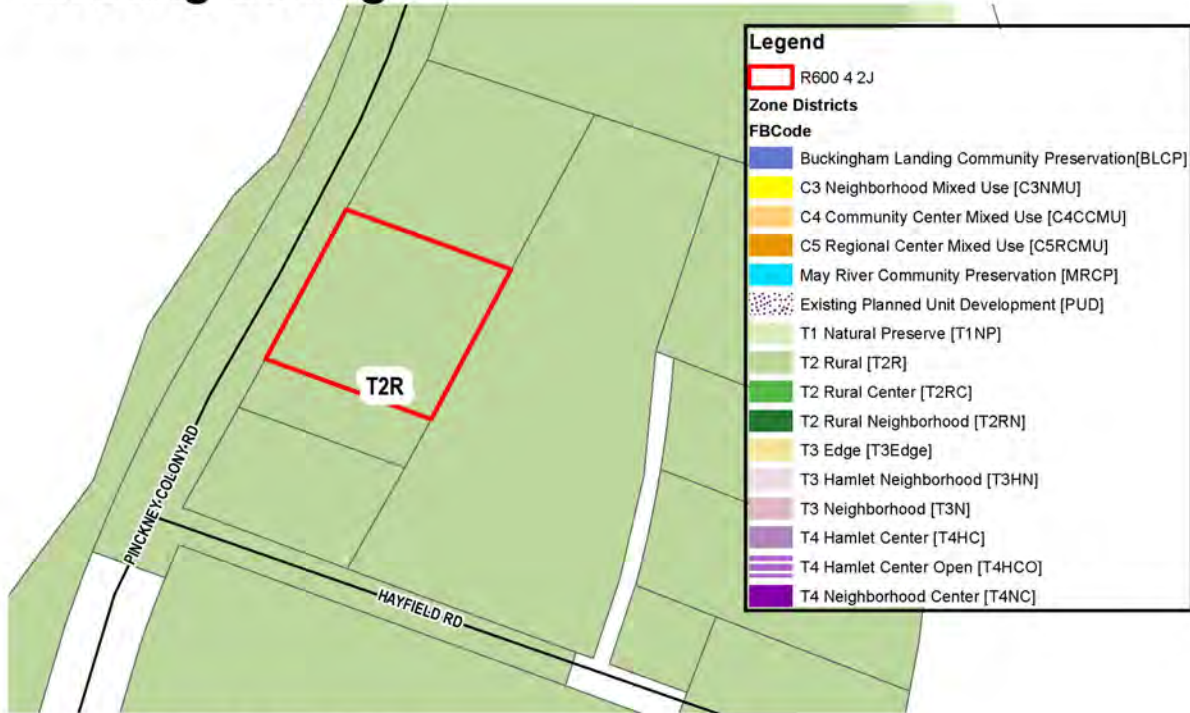


Proposed Zoning

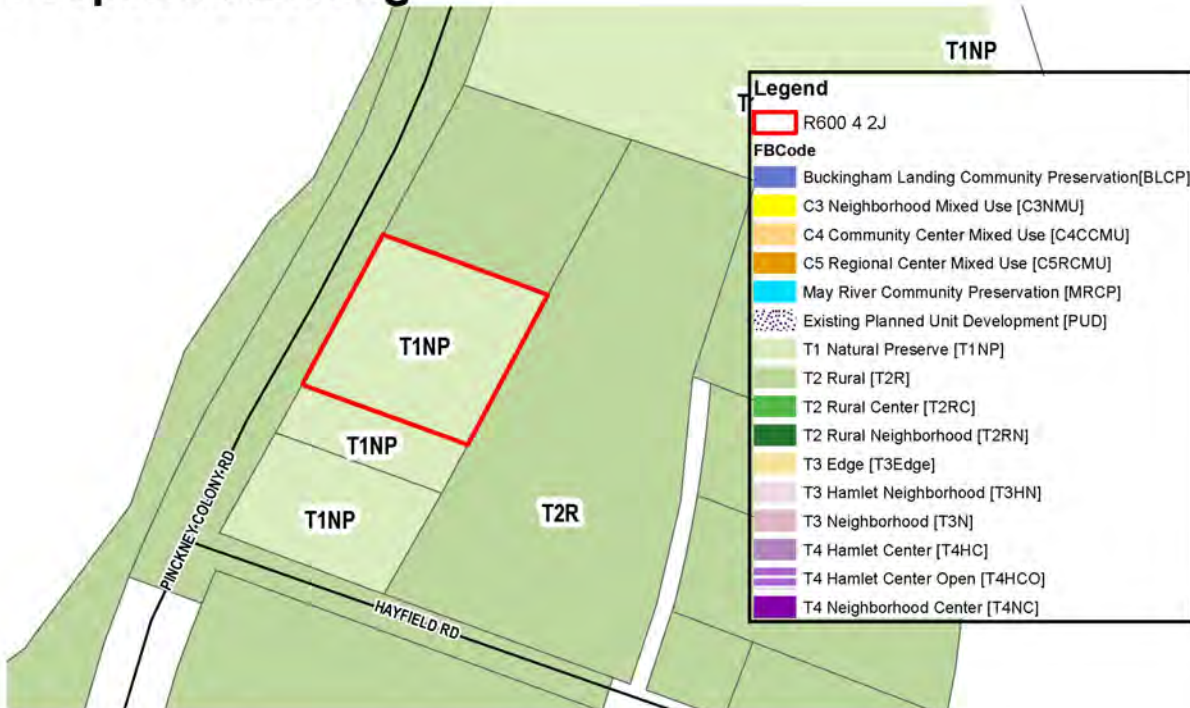


Pinckney Point Preserve continued

Existing Zoning



Proposed Zoning

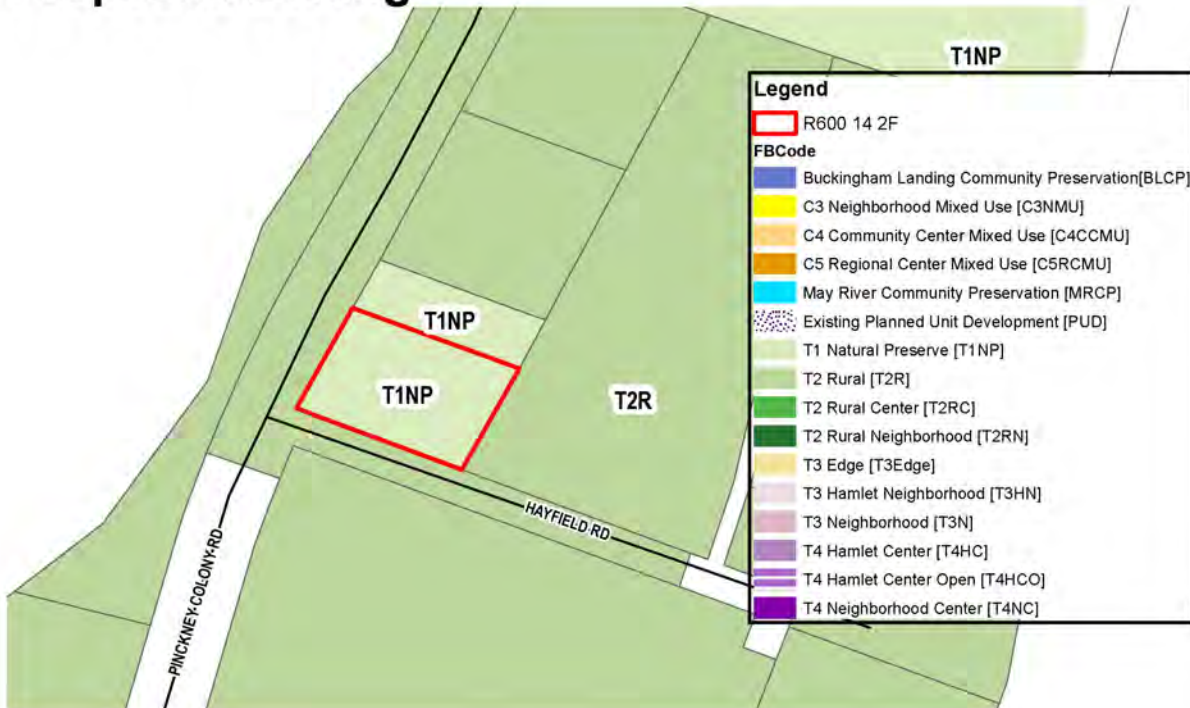


Pinckney Point Preserve continued

Existing Zoning



Proposed Zoning



Pinckney Point Preserve continued

Existing Zoning



Proposed Zoning

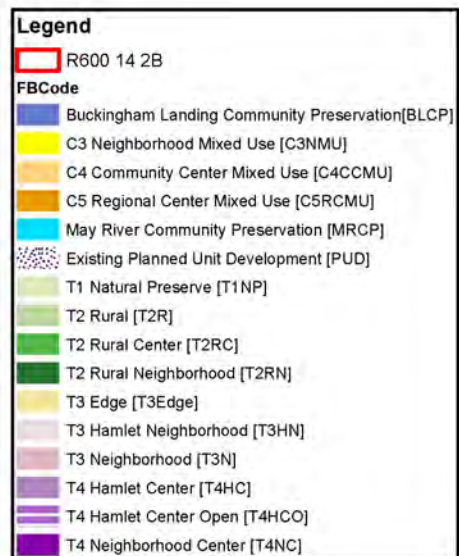
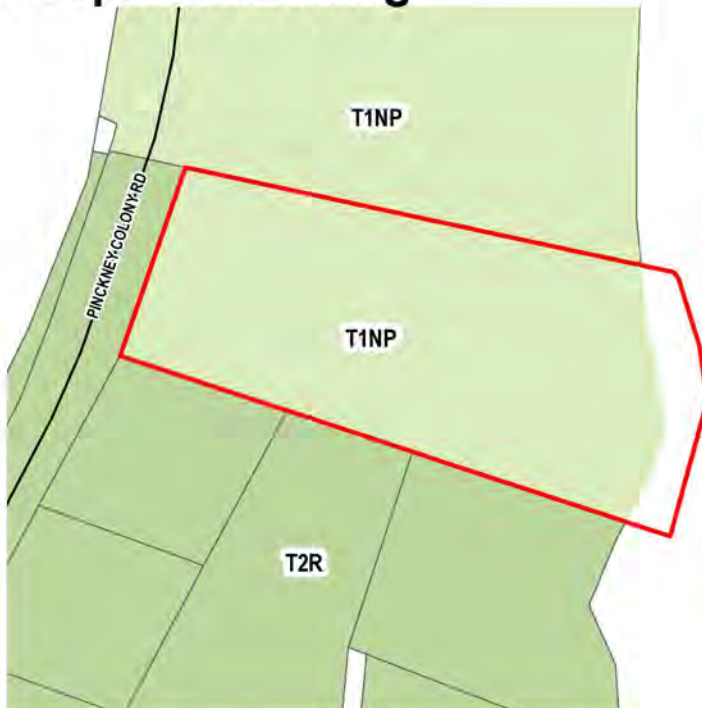


Pinckney Point Preserve continued

Existing Zoning

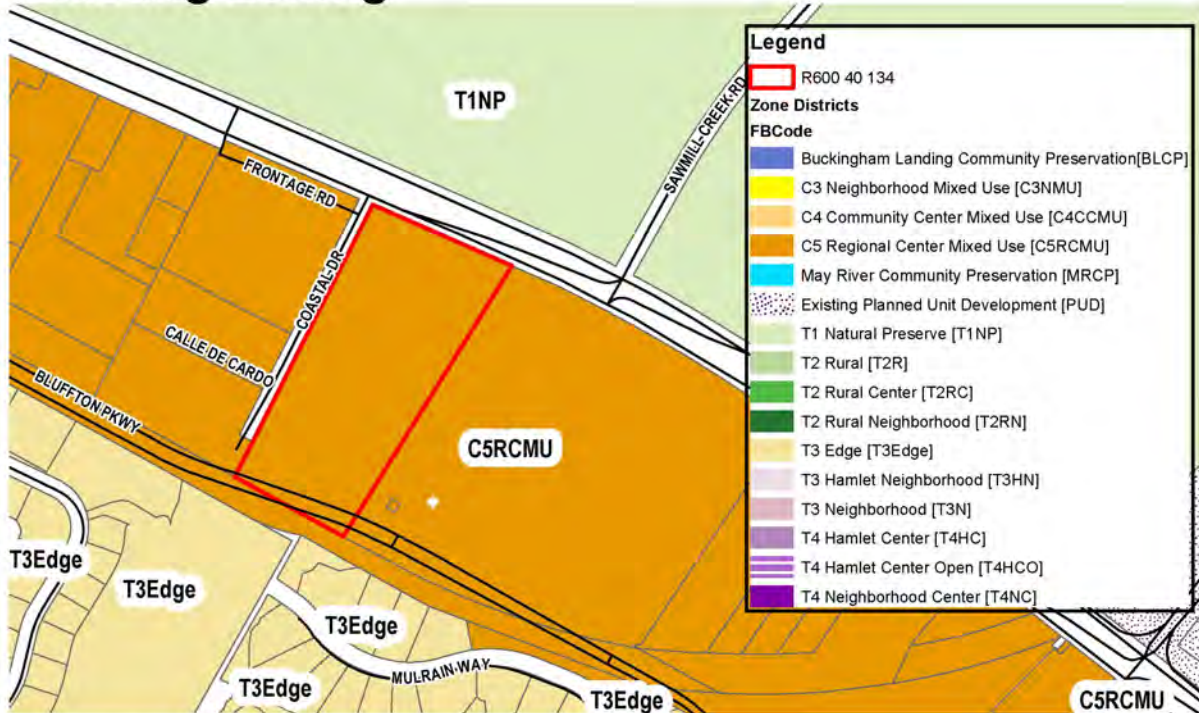


Proposed Zoning

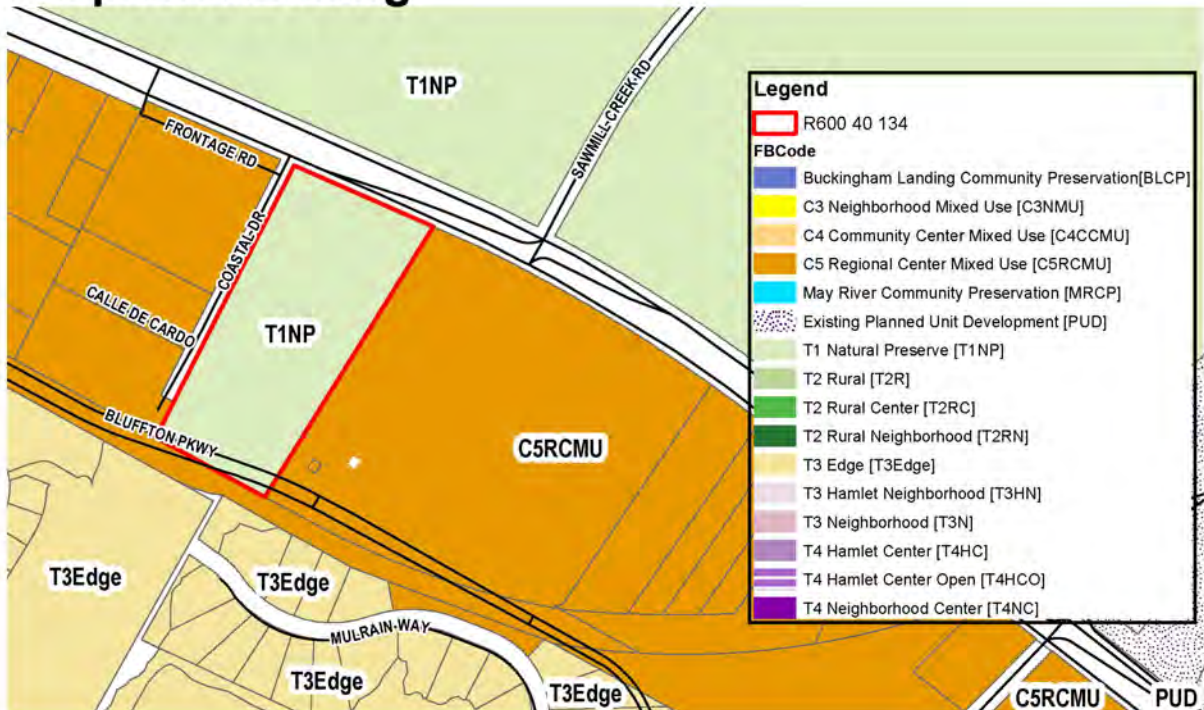


Forby Stormwater

Existing Zoning

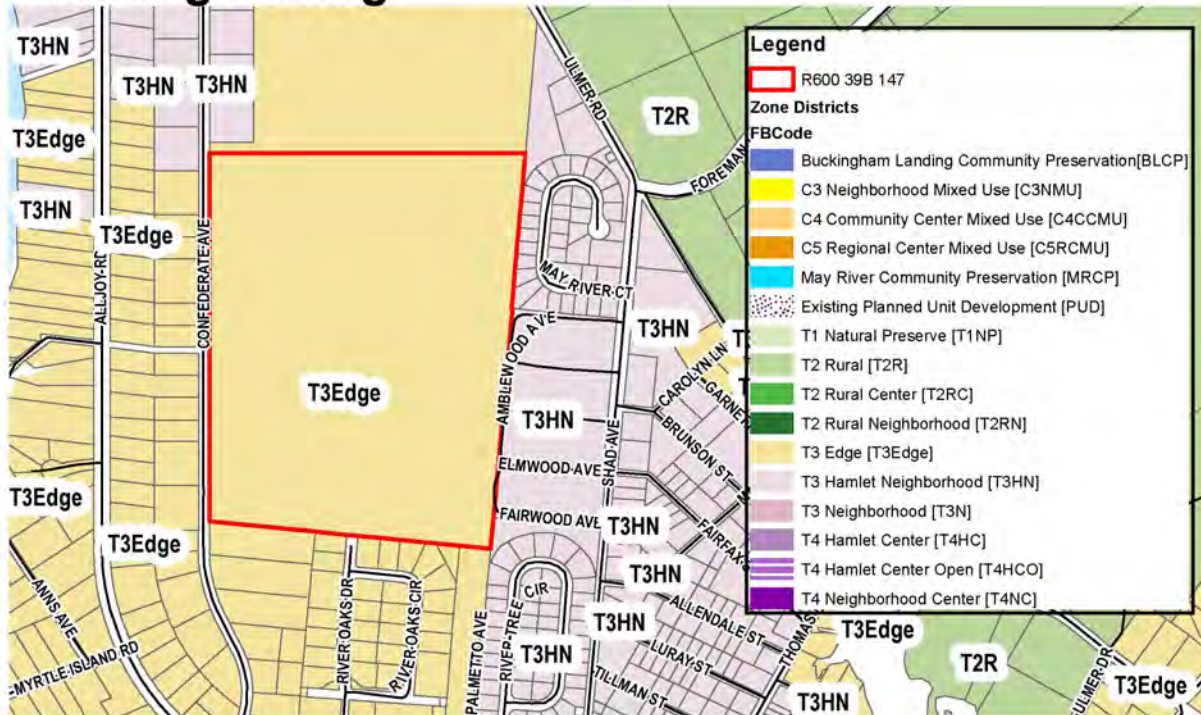


Proposed Zoning

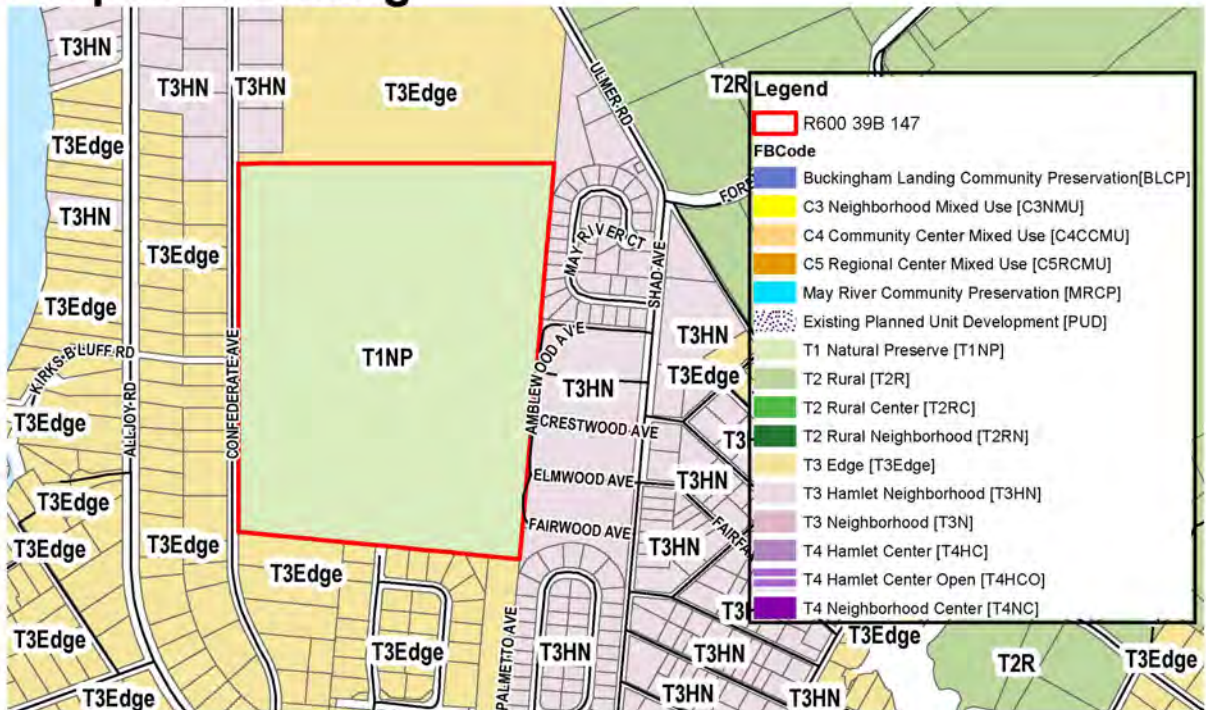


Bailey Memorial Park

Existing Zoning



Proposed Zoning





MEMORANDUM

TO: Natural Resources Committee

FROM: Juliana Smith, Beaufort County Planning and Zoning Department

DATE: February 7, 2022

SUBJECT: Zoning Map Amendment/Rezoning Request for nineteen (19) Rural and Critical Lands Preservation Program properties from various zoning districts to T1 Natural Preserve (T1NP); Staff Initiated

STAFF REPORT:

A. BACKGROUND: Since 2000, Beaufort County has preserved over 25,000 acres of land through the Rural and Critical Lands Preservation program for conservation, parks, buffers, scenic vistas, and for preservation of valuable economic and natural resources. Despite their acquisition through the Rural and Critical Lands Preservation Program, many of these properties still hold zoning districts that are no longer appropriate for the future intended conservation uses of the land.

B. SUMMARY OF REQUEST: In order to provide the greatest possible zoning protection on the nineteen County-owned passive parks properties, staff has initiated a rezoning request in order to convert them from their current zoning districts to the most protective zoning district, T1 Natural Preserve. The nineteen properties' current zoning districts include T2 Rural, T3 Edge, T3 Hamlet Neighborhood, T3 Neighborhood, T4 Hamlet Center Open, C5 Regional Center Mixed Use, S1 Industrial, Lady's Island Community Preservation, and Planned Unit Development, all of which are no longer appropriate. The requested rezoning will ensure continued and future conservation and passive recreation.

The affected Rural and Critical Preservation Program properties can be reviewed at the link below.
<https://www.beaufortcountysc.gov/planning/rural-and-critical-lands-preservation.html>

C. STAFF RECOMMENDATION: Staff recommends approval.

D. BEAUFORT COUNTY PLANNING COMMISSION: At the January 3, 2022 meeting of the Beaufort County Planning Commission, the Commission voted unanimously to recommend approval of the proposed zoning amendments.



Celebrating 50 Years of Land Protection

Beaufort County Planning Commission
100 Ribaut Road,
Beaufort, SC 29902

January 3, 2022

Chairman Pappas and Beaufort County Planning Commission

Please accept the following letter of support from the Open Land Trust on agenda items 9 and 10 as stated below. We offer the following comments relying on experience from our role as contractor for the Rural and Critical Lands Preservation Program, however, we are not speaking for the Rural and Critical Lands Board members.

9. ADOPTION OF THE 2020 BEAUFORT COUNTY GREENPRINT PLAN AS AN APPENDIX TO THE "ENVISION BEAUFORT COUNTY 2040 COMPREHENSIVE PLAN"

10. ZONING MAP AMENDMENT/REZONING REQUESTS FOR 19 RURAL AND CRITICAL LANDS PROPERTIES FROM VARIOUS ZONINGS TO T1 NATURAL PRESERVE (T1NP)

With respect to item 9, we fully support the inclusion of the 2020 Beaufort County Greenprint Plan as an appendix to the Envision Beaufort 2040 Comprehensive Plan and believe it offers helpful perspective – both qualitative and quantitative – on the natural resources in Beaufort County. When used as a complement to the Comprehensive Plan, the Greenprint will offer important information on the best places to protect land, to continue to develop, and the ways to strike the appropriate balance with future zoning changes and regulations should that be necessary. The Greenprint plan provides appropriate context – whether its consideration for critical habitat, future sea level rise, and/or proximately to public access - for those decisions and a greater degree of predictability for all parties involved.

The Rural and Critical Lands Preservation Program board formed a subcommittee to review the Greenprint text and maps in early 2021 and endorsed the plan. We use it regularly when reviewing applications or planning proactively. The habitat data employed in the plan is also used by several conservation partners, including South Carolina Department of Natural Resources. The details with respect to marsh migration and resilience will become increasingly important in all planning efforts and further complement the new Resilience element of the 2040 Comprehensive Plan.

The Board of Directors: Terry Murray *President*, Dean Moss *Vice President*, Al Segars *Secretary*, Katie C. Phifer *Treasurer*
Colden R. Battey, Jr., Patricia A. Denkler, Vernita F. Dore, Ashley Rhodes, Al Stokes, Thomas Tayloe, Beekman Webb
Executive Director: Kristin Williams **Founding Trustees:** Marguerite Broz, John M. Trask, Jr., Betty Waskiewicz



Given the value of the Greenprint individually, the connected nature of natural resource protection to land planning, in addition to the numerous existing references, we encourage adoption of the 2020 Greenprint as an appendix to the 2040 Comprehensive Plan.

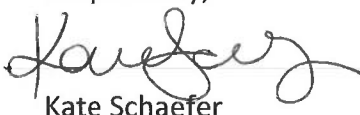
With respect to item 10, we fully support the rezoning requests for 19 Rural and Critical Lands properties to T1 Natural Preserve. This is another example of an appropriate and important action and we commend the Planning Department for spearheading this effort. We encourage its swift adoption.

The Rural and Critical Lands Preservation Program protects land in two ways: by purchase of development rights using a conservation easement, or by fee purchase. When protected by conservation easements, accredited land trusts like the Open Land Trust, hold and enforce the easements in perpetuity. When protected by fee purchase, the County owns the property and the property becomes part of the Passive Parks program and may be opened to the public for use in that manner. Passive park properties purchased with Rural and Critical Land program dollars carry conservation value in addition to their value as a potential passive park so some form of protection is prudent and necessary. To accomplish this in 2019, the County Planning Department created covenants and restrictions for Bailey Memorial Park, based on their professional knowledge and community input. While not perpetual like an easement, these covenants and restrictions are important for the property today and telling for its future, signaling to future Councils and stewards about the conservation values of the property.

Rezoning Passive Park properties to T1 Nature Preserve is another way to align their zoning and future land use with their intended use today and their passive park value. Several of these properties, including North Williman Island, the Highway 170 hummocks, and Station Creek on St Helena already represent what this zoning would allow – research lands managed for maritime forest and marsh migration, scenic vistas that provide critical habitat, and places for water access. Others like Crystal Lake Park, Brewer Memorial, Bailey Memorial and Pineview are existing or planned passive parks where current use and future enjoyment will not be hindered by this rezoning. T1 Nature Preserve zoning does not bind future councils but does signal that the best use for the 19 properties considered before you is as a passive park. This helps ensure these important properties exist as passive parks in the years to come, continuing to provide water access, passive recreation, and conservation value for current and future generations. We fully support this rezoning and encourage you to do the same.

Thank you for the opportunity to provide comments this evening and for beginning a new year with these important successes.

Respectfully,



Kate Schaefer



January 3, 2022

Beaufort County Planning Commission
Robert Smalls Complex
100 Ribaut Road
Beaufort, South Carolina 29902

Dear Beaufort County Planning Commissioners,

Thank you for the opportunity to share comments on behalf of the Coastal Conservation League regarding the proposed rezoning of 11.66 acres on Rawstrom Drive from T2 Rural to T2 Rural Neighborhood. We respectfully ask the commission to deny this request for rezoning.

As laid out in the staff report, the request is not consistent with Beaufort County’s 2040 Comprehensive Plan, which designates this portion of the County as remaining rural in nature with a density of one dwelling unit per three acres. The rezoning request would amount to a three-fold increase in density from what is permitted under current zoning.

Also as clearly articulated in the staff report, the rezoning request is in direct conflict with the County’s Development Code and the intent of the T2 Rural Neighborhood zoning district, which is expressly intended for existing clustered communities in rural areas and not to promote tract development or rezonings. Moreover, rezoning this individual parcel could open the door to subsequent rezonings on any T2R properties in the County, which could erode and further strain the rural character of those areas, induce sprawl development, and threaten critical natural resources.

If allowed, the requested rezoning would completely undermine the purpose and intent of the T2 Rural Neighborhood zoning district. The Comprehensive Plan and Development Code intentionally designate this area as rural to minimize strain on schools and emergency services and to help protect water quality in the Okatie and Colleton Rivers. The current zoning and future land use designation is correct, and we agree with planning staff that it should remain in place and that the rezoning should be denied.

Lastly, we fully support the adoption of the Greenprint Plan as an appendix to the County’s Comprehensive Plan, as well as the downzoning requests for Rural and Critical Lands properties to T1 Natural Preserve.

Thank you for your time and consideration.

Respectfully,

Jessie White
South Coast Office Director
843.522.1800 | jesssiew@sccl.org



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Zoning Map Amendment Request for 6.26 Acres (R100 027 000 0387 0000) 186 Cherokee Farms Road from T2 Rural to T4 Hamlet Center Open.</i>
MEETING NAME AND DATE:
<i>Natural Resources Committee Meeting, February 7, 2022</i>
PRESENTER INFORMATION:
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
ITEM BACKGROUND:
<i>This rezoning application went before the Beaufort County Planning Commission at their November 1, 2022 meeting. At that time, a motion to recommend approval of the rezoning failed to pass with two voting for and three voting against. The item went before the Metropolitan Planning Commission at their December 20, 2021 meeting who unanimously recommended approval.</i>
PROJECT / ITEM NARRATIVE:
<i>The applicant is requesting to rezone approximately 6.26 acres of land located on Port Royal Island on the south side of Cherokee Farms Road 600 feet east of Habersham from T2 Rural to T4 Hamlet Center Open.</i>
FISCAL IMPACT:
<i>Not applicable</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommends approval. This parcel has the potential to serve the Habersham/Cherokee Farms community with supporting businesses that may not be appropriate in the existing Market Street main street commercial district.</i>
OPTIONS FOR COUNCIL MOTION:
<i>To approve or deny the zoning amendment for 186 Cherokee Farms Road from T2 Rural to T4 Hamlet Center Open.</i>



MEMORANDUM

TO: Mr. Robert Merchant
FROM: Josh K. Tiller, PLA, ASLA
DATE: December 14, 2021
SUBJ: 186 Cherokee Farms Road re-zoning

Mr. Merchant,

The attached emails include additional discussions regarding the zoning for 186 Cherokee Farms Road. We felt it would be important that this information be shared with the Metropolitan Planning Commission.

Email #1 HABERSHAM COMPANIES SUPPORT FOR T4 HAMLET CENTER OPEN ZONING: “FW: 186 Cherokee Farms” (September 9, 2021):

This email from Mr. Robert Turner and Patrick Kelly (of The Habersham Companies) outlines their initial support for the T4NC zoning. Following this email, in subsequent meeting with you and representatives of The Habersham Companies, it was determined that we would settle on the T4 Hamlet Center Open zoning.

Email #2 MCAS SUPPORT FOR T4 HAMLET CENTER OPEN- CONCEPT PLAN A-2: “FW: Rezoning – 186 Cherokee Farms” (November 3, 2021):

This email from Mr. David J. Trail, Community Plans and Liaison Offices MCAS, outlines his support for the T4 Hamlet Center Open if it excludes the assisted living use. It should be noted that this use would be severely limited with the AICUZ overlay district’s restrictions. In addition, Mr. Trail is working on a memorandum of understanding that would show our commitment to cooperating with any use opposed by the MCAS.

(End of Memo)

181 Bluffton Road

Voice: 843.815.4800

Suite F203

jktiller@jktiller.com

Bluffton, South Carolina 29910

Fax: 843.815.4802

From: [Randy Mikals](#)
To: [Josh Tiller](#)
Subject: FW: 186 Cherokee Farms
Date: Thursday, September 9, 2021 1:54:40 PM

From: Robert Turner [mailto:rtturner@habershamsc.com]
Sent: Thursday, September 9, 2021 12:56 PM
To: Jennifer Keenan <jennifer@dancingdolphinproperties.com>
Cc: Patrick Kelly <pkelly@habershamsc.com>; Randym@greenlineforest.com Mikals <randym@greenlineforest.com>
Subject: Re: 186 Cherokee Farms

Jennifer did you find out if you were required to have a 50' Buffer on the Cherokee farms side. Also if you can come up with the type uses you think would go on the site that would be helpful. We will talk with the architects about next week.



Robert Turner
 President & Broker
 The Habersham Companies
 22 Market - Beaufort, SC 29906
 (877) 542-2377 / HabershamSC.com

On Thu, Sep 9, 2021 at 12:06 PM Jennifer Keenan <jennifer@dancingdolphinproperties.com> wrote:

Good morning Patrick,

Thank you. How are plans coming for the charette that was proposed when we met? Randy and I would love to get together and talk with both teams early next week if that works for you? Please let me have a date and time that works and I'll reach out to Josh Tiller & Jeff Ackerman. We are on a bit of a time constraint due to the county meetings and potential traffic study.

Kind regards,
 Jennifer

On Sep 8, 2021, at 11:08 AM, Patrick Kelly <pkelly@habershamsc.com> wrote:

Thank you Jennifer. Our support primarily is for a project with good planning and good architecture. Knowing that the T4NC encourages that is a positive thing in our view. We're ok with the email and appreciate you sending it to us

for review.

-Patrick

On Wed, Sep 8, 2021 at 7:58 AM Jennifer Keenan
<jennifer@dancingdolphinproperties.com> wrote:

Good morning Bob & Patrick,

Thank you for taking the time to meet with us yesterday. We enjoyed meeting you both and look forward to developing a project we all can be proud of on the land at 186 Cherokee Farms Road, Below is the email we plan on sending Rob Merchant & Eric Greenway as discussed:-

Good morning Eric & Robert,

Per your suggestion Randy and I had an informative and productive introductory meeting with Bob Turner & Patrick Kelly at their offices in Habersham this afternoon. We discussed our desire to rezone 186 Cherokee Farms Road to T4NC and were delighted to receive their support in this endeavor. We discussed working closely with their Design and Review Board to align the project aesthetically with Habersham and to provide a development to service, support and enhance the lifestyle of the residents of Habersham and the surrounding communities. Bob and Patrick offered to host a round table discussion and brainstorming session with their architects and integral team members and us and our team including Josh Tiller of Tiller & Associates. & Jeff Ackerman of Carolina Engineering. We expect this meeting will take place within the next few days. Some initial ideas discussed today include an Assisted Living Facility, Animal Medical Services, Specialty Grocery store, Home Health Care, and a Brewery and/or Distillery.

Thank you again for the suggestion. If you have any questions please let us know.

Kind regards,
Jennifer & Randy Mikals

jennifer@dancingdolphinproperties.com
(843) 540 1449

From: [Trail CIV David J](#)
To: randym@greenlineforest.com
Subject: FW: Rezoning - 186 Cherokee Farms
Date: Wednesday, November 3, 2021 9:26:08 AM

Good Morning Sir,

It was a pleasure to meet you on Monday night. Below is the e-mail that was mentioned at the Planning Meeting. I wanted to make sure you have a copy so we're all on the same page. As discussed, I'll start working on an agreement that will sufficiently protect the Marine Corps' interests so that we can remove our objection from the rezoning. Please don't hesitate to reach out in the meantime.

Very Respectfully,

Dave

David J. Trail
 Director, Government and External Relations (S-7) |
 Community Plans and Liaison Officer
 Marine Corps Air Station Beaufort, South Carolina
 W: (843) 228-7119
 C: (774) 509-3940
david.j.trail@usmc.mil

From: Trail CIV David J
Sent: Monday, November 1, 2021 3:24 PM
To: Merchant, Robert <robm@bcgov.net>
Cc: Krieger CIV Mary R <mary.krieger@usmc.mil>
Subject: RE: Rezoning - 186 Cherokee Farms

Good Afternoon Sir,

Thanks for the notification on the rezoning proposal. The facts regarding the development proposal for 186 Cherokee Farms Rd (R100 027 000 0387 0000), as MCAS Beaufort knows them, are as follows:

The Property is:

- 6.26 acres (based on Beaufort County Property data),
- Currently zoned as T2 Rural Neighborhood (T2RN)
- in the MCAS Overlay District, and
- in the 65-70 decibel (dB) Day-Night Average Sound Level (DNL) noise contour

Request: Rezone the parcel as T4 Hamlet Center Open (T4HC-O). Based on the application, there are two conceptual plans for the Property, however those plans simply envision how the property *could* be used, and do not actually identify how the property will be used.

- According to the Beaufort County zone standards, the Hamlet Center (T4HC) Zone is intended to integrate appropriate, medium-density residential building types, such as duplexes, townhouses, small courtyard housing, and mansion apartments in an environment conducive to walking and bicycling. The T4 Hamlet Center is appropriate for more rural areas, implementing the Comprehensive Plan goals of creating areas of

medium intensity residential in portions of Beaufort County, the City of Beaufort and Town of Port Royal. The intent of the T4HC-O (Open) Sub-Zone is to provide neighborhoods with a broader amount of retail and service uses in the scale and character of the T4HC zone.

- In the interest of efficiency, we have analyzed the conceptual plans. If either of those plans end up being the final plan, without any changes, then the following analysis is valid. If the plans change in any way, then MCAS Beaufort objects until we have had sufficient time to review the plans and conduct analysis.

Concept Plan A-2

- o Medical Services Building (15,000SF)
- o Veterinary Clinic (7,500SF)
- o Retail (4,000SF)
- o Brewery (Repurposed Building, 12,000SF?)
- o Beer Garden
- o Tasting Room (4,000SF)

OR

Concept Plan B

- o Medical Services Building (15,000SF)
- o Veterinary Clinic (7,500SF)
- o Retail (4,000SF)
- o Retail (4,000SF)
- o Medical/Assisted Living (35,000SF)

In determining whether or not the proposal is compatible with MCAS Beaufort's mission and operations, the proposal was evaluated with regards to airfield operations, noise standards, and potential compatibility problems as well as reviewed in the context of the following references:

- Air Installations Compatible Use Zone (AICUZ) Study, Marine Corps Air Station (MCAS) Beaufort, 2013
- Department of Defense Instruction 4165.57
- Chief of Naval Operations and the Commandant of the Marine Corps OPNAVINST 11010.36C/MCO 11010.16 (Joint Instruction)
- Standard Land Use Coding Manual; and
- Beaufort County Community Development Code.

Based on this review and information provided, MCAS Beaufort has determined the following:

- Concept Plan A-2 – MCAS Beaufort does not object, with the following two caveats: (1) as long as noise mitigation measures are implemented and demonstrated prior to construction and (2) the plan does not deviate from this conceptual plan.
 - Brewery: compatible.
 - Beer Garden: compatible.
 - Tasting Room: compatible.
 - Medical Services: compatible; measures to achieve noise level reduction (NLR) of 25 must be incorporated into design and construction of structure.
 - Veterinary Clinic: compatible; measures to achieve NLR of 25 must be incorporated into design and construction of structure.
 - Retail (exact type undetermined): compatible.
- Concept Plan B - MCAS Beaufort Objects.
 - **Assisted Living Facility: Incompatible.**
 - Medical Services: compatible; measures to achieve noise level reduction (NLR) of 25 must be incorporated into design and construction of structure.
 - Veterinary Clinic: compatible; measures to achieve NLR of 25 must be incorporated into design and construction of structure.
 - Retail (exact type undetermined): compatible.

Beaufort County Community Development Code. The Code requires measures to achieve noise level reduction (NLR) of 25 be incorporated into design and construction of structures within this zone.

Concept Plan A-2 – Based on the review and information provided, MCAS Beaufort does not object to the proposal to rezone the Tax parcel R100 027 000 0387 0000 from T2 Rural Neighborhood to T4 Hamlet Center Open, determined using the referenced Concept Plan A-2 with the caveat that the requirements listed are met. If any additional changes occur to the proposal and conceptual plans, please let us know. We may need to re-evaluate our analysis.

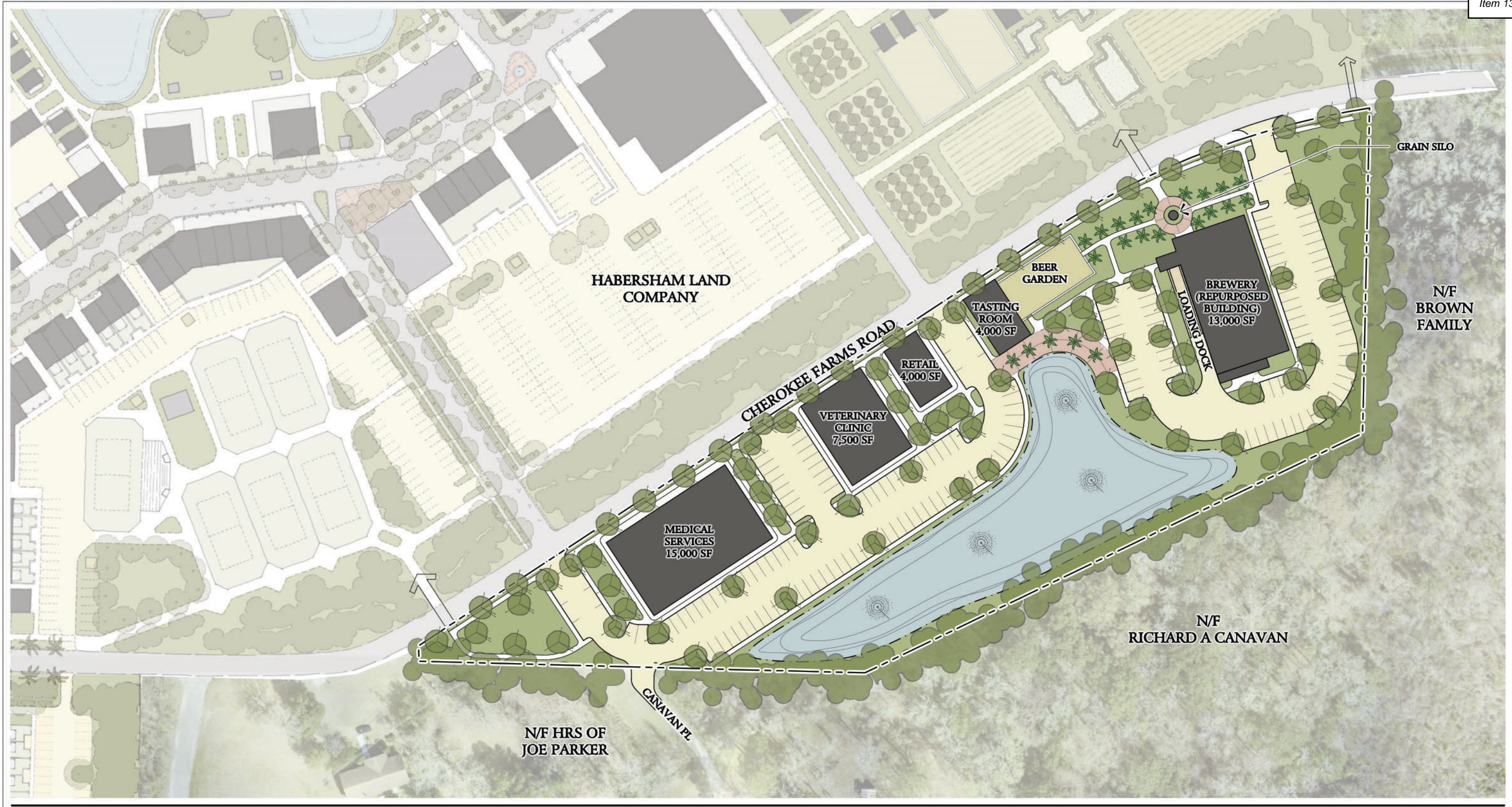
Concept Plan B – Based on the review and information provided, MCAS Beaufort objects to the proposal to rezone the Tax parcel R100 027 000 0387 0000 from T2 Rural Neighborhood to T4 Hamlet Center Open, determined using the referenced Concept Plan B.

If you have any further questions please let me know.

Thank you!

David J. Trail
Director, Government and External Relations (S-7) |
Community Plans and Liaison Officer
Marine Corps Air Station Beaufort, South Carolina
W: (843) 228-7119
C: (774) 509-3940
david.j.trail@usmc.mil

From: Merchant, Robert <robm@bcgov.net>
Sent: Wednesday, October 27, 2021 11:50 AM
To: Krieger CIV Mary R <mary.krieger@usmc.mil>
Cc: Trail CIV David J <david.j.trail@usmc.mil>
Subject: [Non-DoD Source] RE: Rezoning - 186 Cherokee Farms



PREPARED FOR:
FTB REAL ESTATE CO LLC

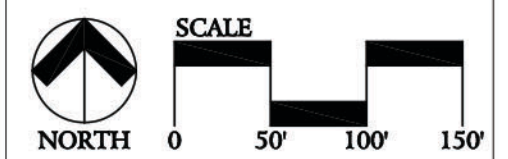
PREPARED BY:
J. K. TILLER ASSOCIATES, INC.
LAND PLANNING LANDSCAPE ARCHITECTURE
181 BLUFFTON ROAD, SUITE F303 BLUFFTON, SC 29918
Voice 843.815.4000 JKT@jktiller.com Fax 843.815.4002

186 CHEROKEE FARMS RD

T4 HAMLET CENTER OPEN CONCEPT PLAN A-2

BEAUFORT COUNTY, SOUTH CAROLINA

SEPTEMBER 24, 2021



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

S:\Projects\2021\13-01\DWG\Concept 01.dwg, 11x17 land, 9/25/2021 7:51:31 AM

ORDINANCE 2022/_____

AN ORDINANCE TO AMEND THE ZONING MAP OF BEAUFORT COUNTY TO CHANGE PARCEL ID NUMBER R100 027 000 0387 0000 FROM T2 RURAL TO T4 HAMLET CENTER OPEN

WHEREAS, parcel ID number R100 027 000 0387 0000 is currently zoned as T2 Rural; and

WHEREAS, the owner of the parcel has requested to change the zoning from T2 Rural to T4 Hamlet Center Open; and

WHEREAS, the Beaufort County Planning Commission considered the request on November 1, 2021, and failed to pass a motion to recommend approval of the rezoning; and

WHEREAS, the Metropolitan Planning Commission considered the request on December 20, 2021 and recommend approval of the rezoning; and

WHEREAS, County Council now wishes to amend the zoning map to change the parcel’s zoning from T2 Rural to T4 Hamlet Center Open.

NOW, THEREFORE be it ordained by County Council in meeting duly assembled as follows:

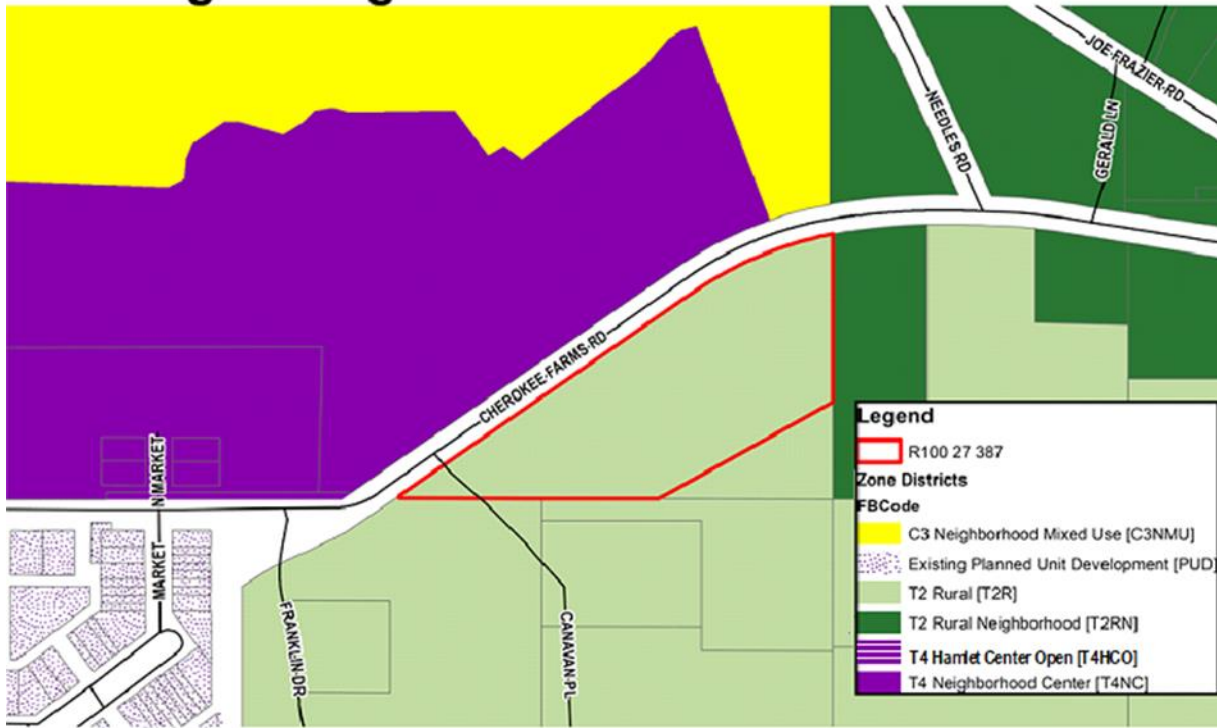
1. The zoning map of the County is hereby amended to reflect the zoning of Parcel ID Number R100 027 000 0387 0000 as T4 Hamlet Center Open.
2. Staff is directed to make the changes to the zoning map and to report to all persons necessary or helpful that the zoning has so changed.

Ordained this ____ day of _____, 2022

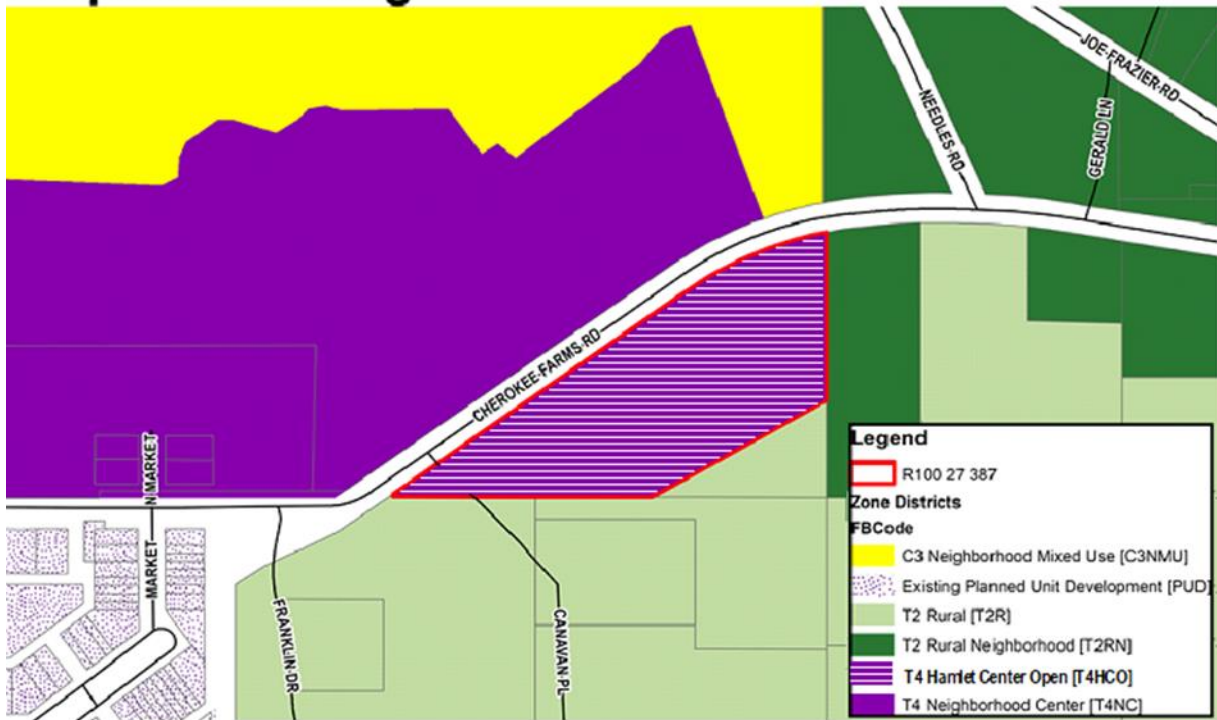
Joseph Passiment, Chairman

Sarah Brock, Clerk to Council

Existing Zoning



Proposed Zoning





MEMORANDUM

TO: Natural Resources Committee of County Council
FROM: Robert Merchant, AICP, Director, Beaufort County Planning and Zoning Department
DATE: January 21, 2022
SUBJECT: Zoning Map Amendment Request for 6.26 Acres (R100 027 000 0387 0000) 186 Cherokee Farms Road from T2 Rural to T4 Hamlet Center Open; Applicant: Randall R. Mikals.

A. BACKGROUND:

Case No. ZMA-2021-06
Applicant/Owner: FTB Real Estate Company, LLC (Randall R. Mikals)
Property Location: Located on Port Royal Island on the south side of Cherokee Farms Road approximately 600 feet from the entrance to Habersham.
District/Map/Parcel: R100 027 000 0387 0000
Property Size: 6.26 acres
Future Land Use Designation: Urban Mixed Use and Air Installation Compatible Use Zone (AICUZ)
Current Zoning District: T2 Rural
Proposed Zoning District: T4 Hamlet Center Open

B. SUMMARY OF REQUEST:

The applicant is requesting to rezone approximately 6.26 acres of land located on Port Royal Island on the south side of Cherokee Farms Road 600 feet east of Habersham from T2 Rural to T4 Hamlet Center Open (See Attachment A). The property fronts approximately 1,100 feet along Cherokee Farms Road and contains a 12,000 square foot building that as recent as 2016 housed a landscaping business. The current property owner is interested in developing the site in a manner that is similar to neighboring Habersham and Cherokee Farms. The existing T2 Rural zoning limits residential development to 1 dwelling unit per three acres and allows for some limited non-residential uses, such as agricultural support services, meeting facilities and places of worship.

Habersham/Cherokee Farms Community: The proposed rezoning adjoins the Habersham/Cherokee Farms community, a 427 acre traditional neighborhood development approved for 1,437 residential units and 228,000 square feet of commercial (See Attachment B). At the center of the community is a main street business district made up of approximately 110,000 square feet of mixed use (retail, office, residential) along Market Street. This business district has the capacity to expand north of Cherokee Farms Road with an additional 150,000 square feet of commercial space approved as part of the Cherokee Farms development. This existing and future business district is thoroughly defined in the Habersham and Cherokee Farms master plans.

Zoning Request Change: The item was originally scheduled for the September 9 Beaufort County Planning Commission meeting. The applicant requested to pull the item from the agenda in order to have time to coordinate with the Habersham Land Company on a shared vision for the 6.26 acre parcel. The applicant met with Habersham on September 15 where they agreed to modify their request from T4 Neighborhood Center to T4 Hamlet Center Open. The main difference between the two districts is that T4NC allows 4 story buildings with no limitation on total square footage. T4HCO allows 2 ½ story buildings with a maximum square footage of 50,000 square feet per building. The applicant has provided two conceptual plans to show how the property could be developed with the T4HCO zoning (see attached). The applicant and Habersham also agreed that development along the 6.26 acre parcel should not compete with, but complement the existing Habersham “main street” along Market Street. Therefore, the concept plans show a mix of uses (large scale brewery and beer garden, medical office buildings, animal services) that may not be appropriate in a main street setting.

MCAS Airport Overlay District: The entire property is located within the MCAS Airport Overlay District (MCAS-AO). The overlay includes all lands underlying the noise zones of 65 DNL (day-night average sound level) and above, and accident potential zones as designated in the most recent Air Installations Compatible Use Zones (AICUZ) Report for MCAS-Beaufort as authorized for use by the Department of the Navy, and as adopted by the County Council of Beaufort County. This property’s location within noise zone 2a (65 to 70 DNL) limits gross residential density to 2 dwelling units per acre. MCAS Beaufort responded to the original zoning request to state that without a specific development proposal, they were unable to adequately evaluate the proposed zoning amendment. MCAS Beaufort has provided their official response in Appendix E of this report.

C. **ANALYSIS:** Section 7.3.40 of the Community Development Code states that a zoning map amendment may be approved if 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 future land use plan of the Comprehensive Plan designates this property as Urban Mixed-Use which is anticipated to be similar to the type and mix of land use currently found in the municipalities. Commercial uses providing neighborhood retail and services are limited to collectors and arterials and within master planned mixed-use developments. This rezoning of this property to a mixed-use district meets the broader goals of the future land use plan, but it is important that any development on this property not compete with the existing Habersham/Cherokee Farms main street which has the capacity to grow by an additional 150,000 square feet.

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

This is addressed in the response to question 1.

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

This parcel has the potential to serve the Habersham/Cherokee Farms community with supporting businesses that may not be appropriate in the existing Market Street main street commercial district. This would be better achieved with a less-intense mixed-use zoning district, such as T2 Rural Center.

4. ***Is required by changing conditions.***

Not applicable

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.***

North of the site is the Cherokee Farms community which is compatible with this rezoning, with the exception of the issues stated in question 1. To the south and east of the property is a rural residential community that is not comparable to the requested T4HCO district.

6. *Would not adversely impact nearby lands.*

There is a rural residential community centered around Caravan Road and Franklin Drive that adjoin this site to the south and west. These communities have the potential to be adversely impacted by future development on this site, especially if it is built out at full capacity.

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

See discussion under items 5 and 6.

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

Environmental impacts are minimal. The proposed rezoning affects 6.26 acres, of which roughly 40% is already disturbed. Any future development would need meet the County’s natural resources protection and stormwater requirements.

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

The site is currently served by public sewer and water. The Burton Fire District Station #5 is located nearby at the entrance to Habersham. Since residential density is limited to two dwelling units per acre, impacts on the school district are minimal.

D. STAFF RECOMMENDATION:

Staff recommends approval. This parcel has the potential to serve the Habersham/Cherokee Farms community with supporting businesses that may not be appropriate in the existing Market Street main street commercial district.

E. BEAUFORT COUNTY PLANNING COMMISSION RECOMMENDATION:

The Beaufort County Planning Commission reviewed this rezoning at their November 1 meeting. At that time, a motion to recommend approval of the rezoning failed to pass with two voting for and three voting against.

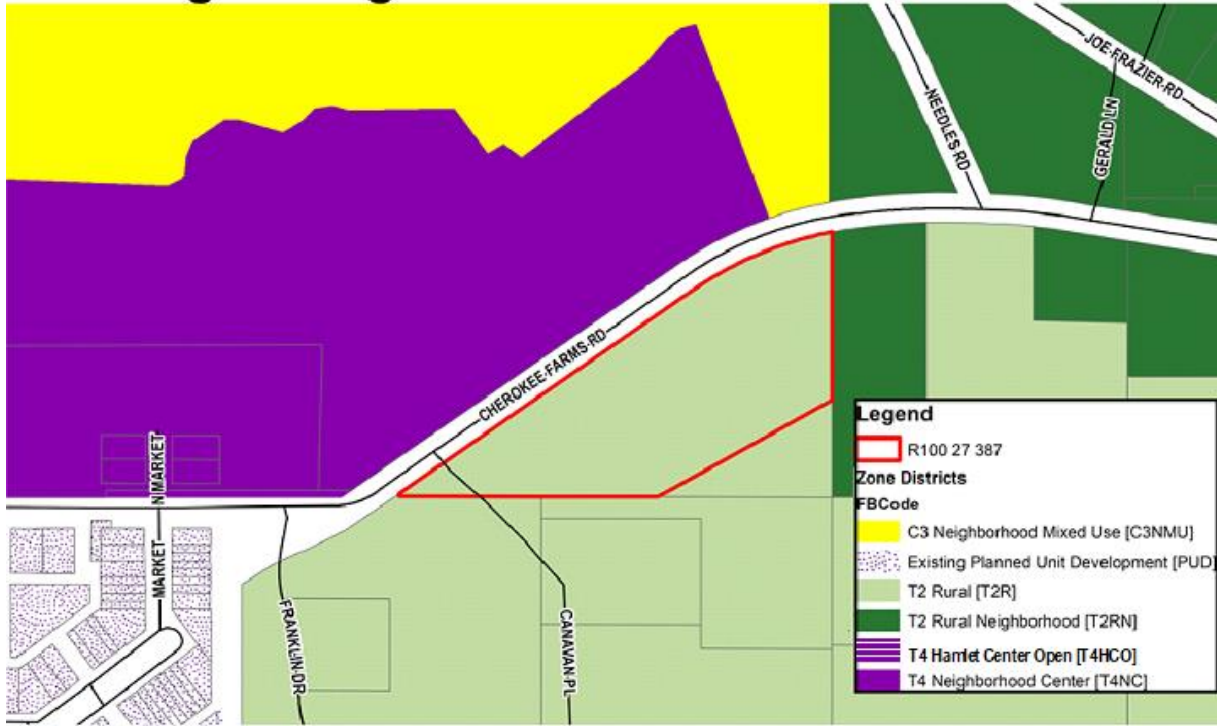
F. METROPOLITAN PLANNING COMMISSION RECOMMENDATION:

The Metropolitan Planning Commission reviewed this rezoning at their December 20 meeting. At that time they unanimously recommended approval of this rezoning.

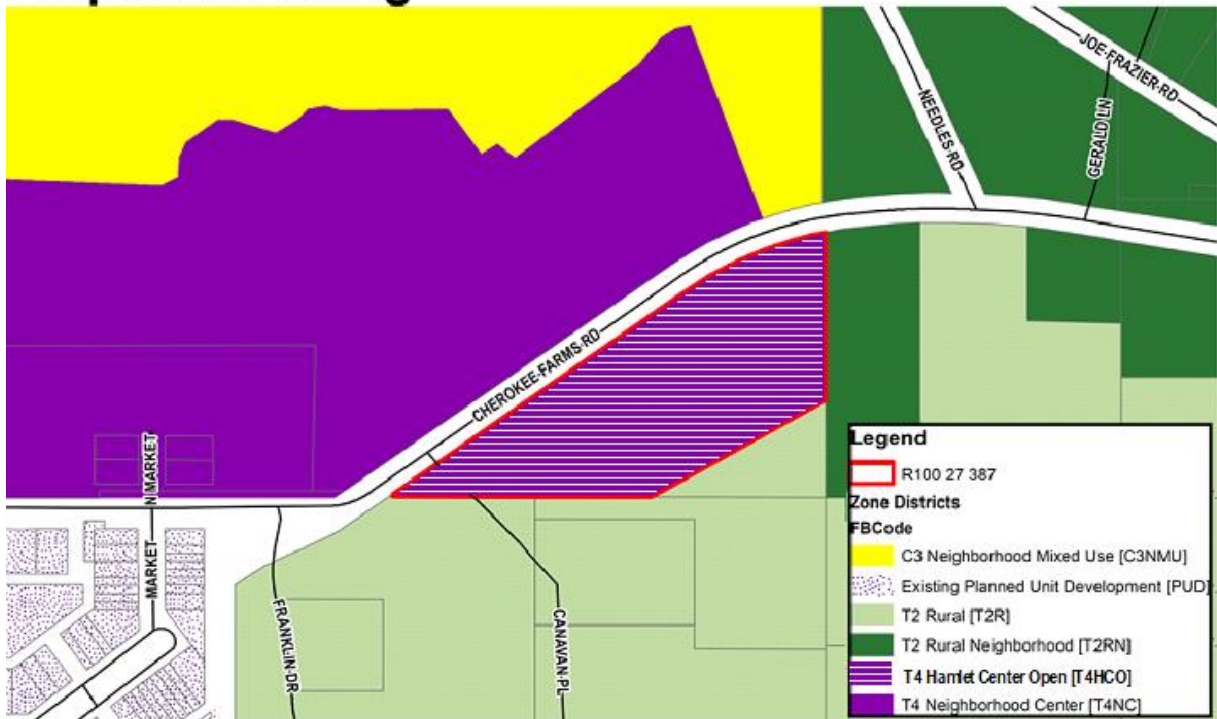
G. ATTACHMENTS:

- Attachment A: Existing and Proposed Zoning Map (ZDSO)
- Attachment B: Habersham/Cherokee Farms Community
- Attachment C: Concept Plan A
- Attachment D: Concept Plan B
- Attachment E: MCAS Beaufort Letter

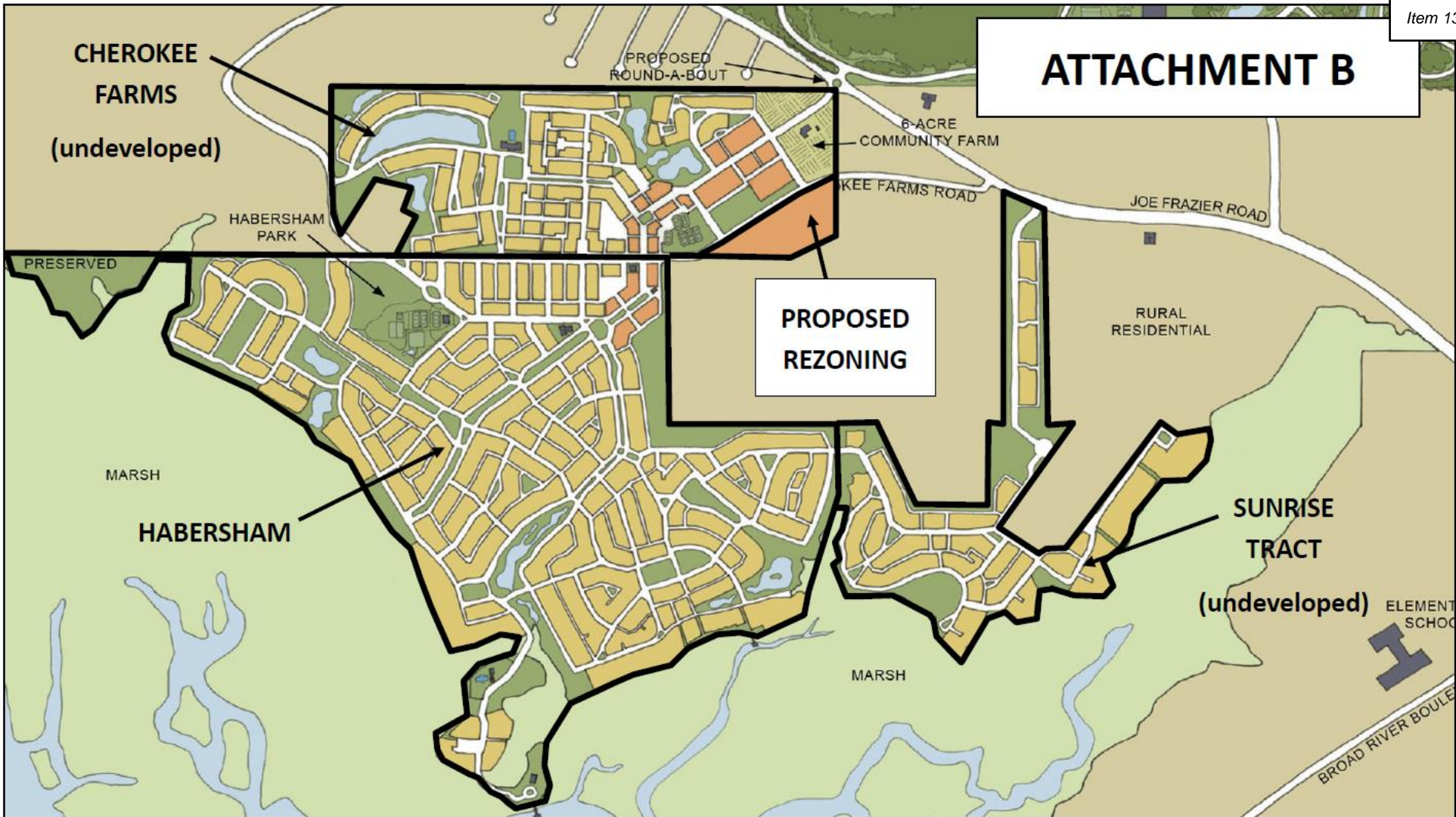
Existing Zoning



Proposed Zoning

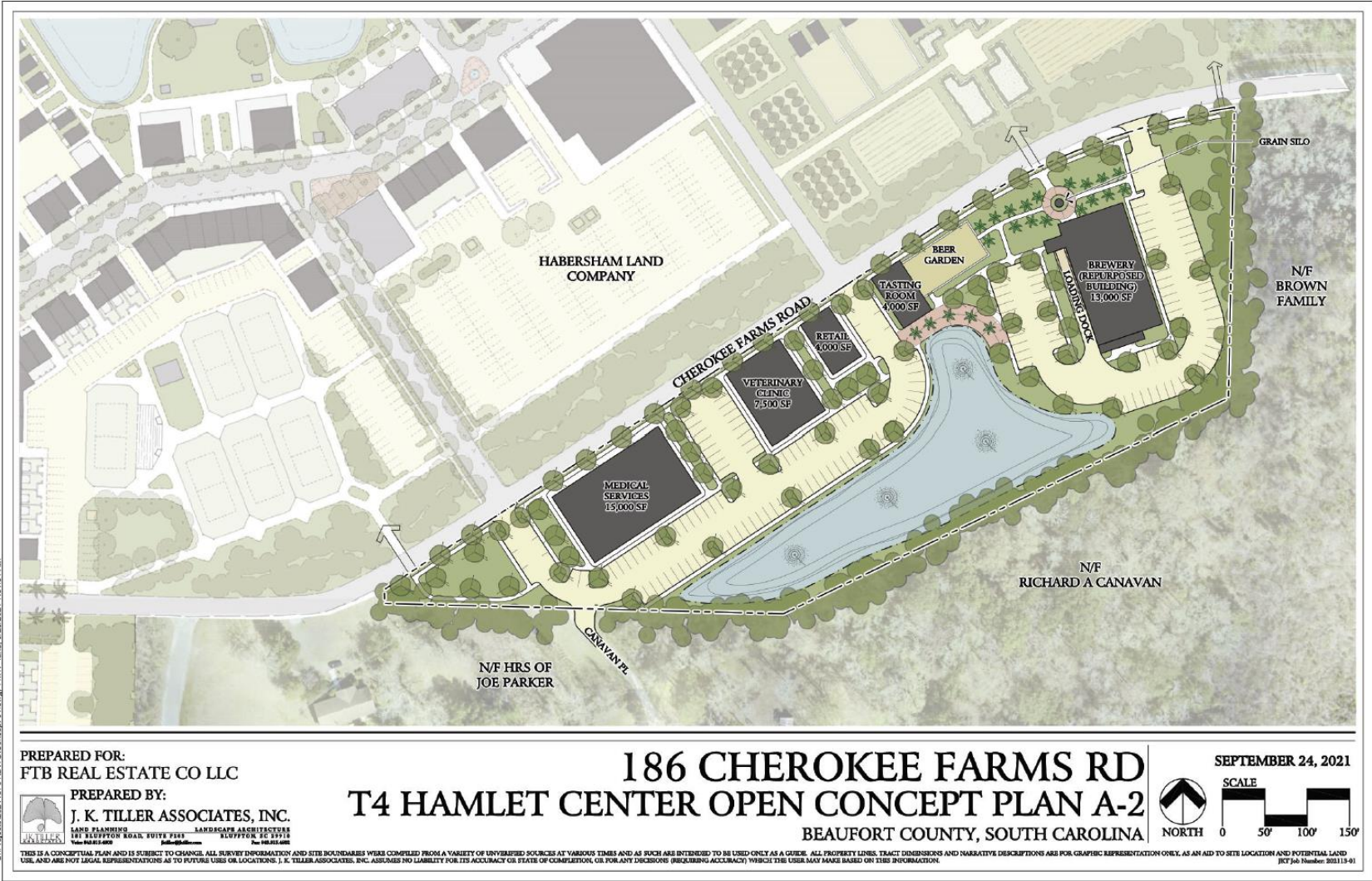


ATTACHMENT B

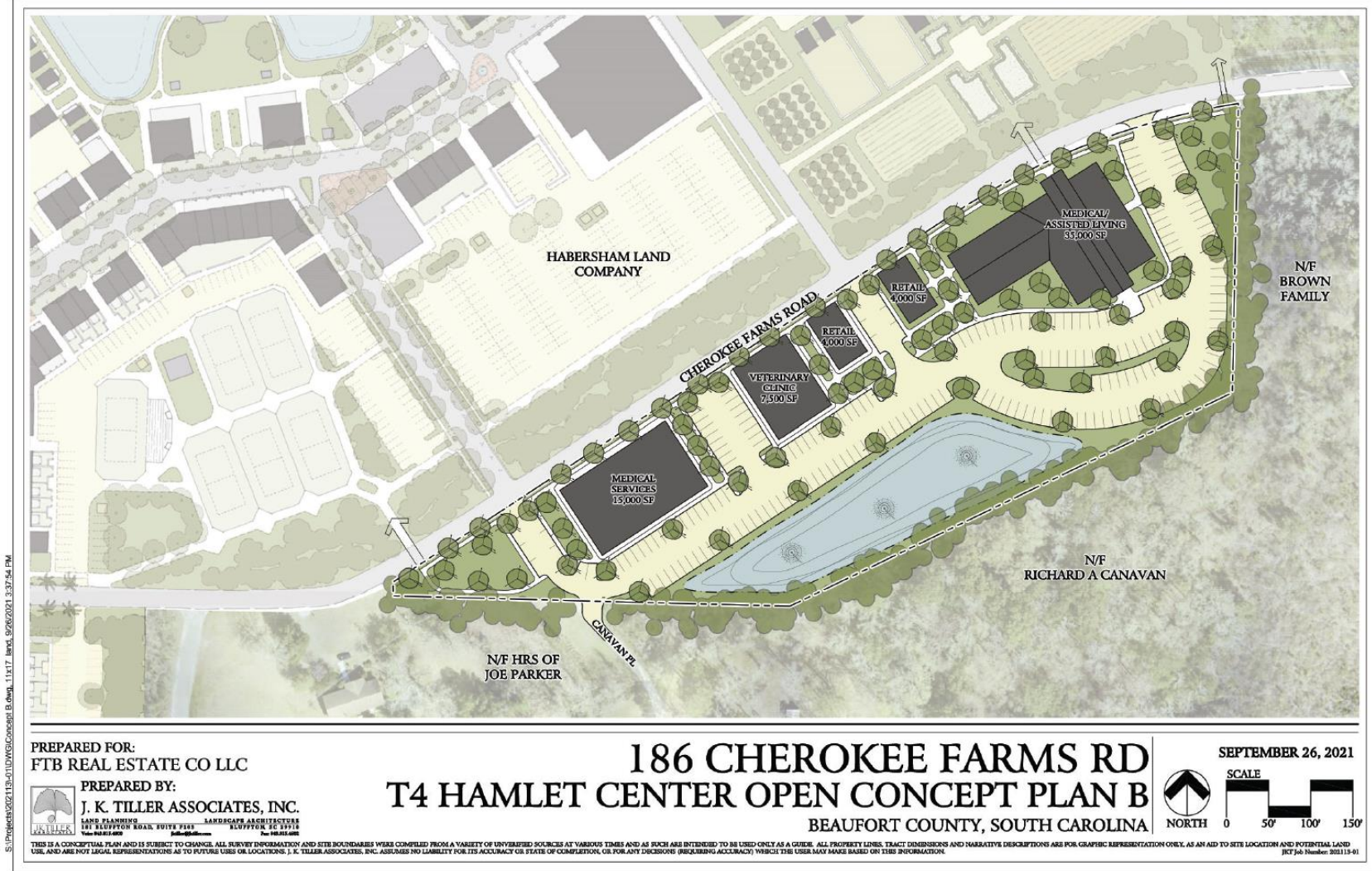


Development	Development Type	Area	Residential Units	Commercial SF
Habersham	Planned Unit Development (PUD) approved in 1996.	275 acres	1000	78,000
Sunrise Tract	Amendment to Habersham PUD approved in 2005.	47 acres	131	0
Cherokee Farms	Traditional Neighborhood Development approved under the ZDSO. Commercial portion rezoned to T4NC in 2015 to allow light industrial uses.	105 acres	306	150,000

ATTACHMENT C



ATTACHMENT D



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From: Trail CIV David J <david.j.trail@usmc.mil>
Sent: Monday, November 1, 2021 3:24 PM
To: Merchant, Robert
Cc: Krieger CIV Mary R
Subject: RE: Rezoning - 186 Cherokee Farms

Good Afternoon Sir,

Thanks for the notification on the rezoning proposal. The facts regarding the development proposal for 186 Cherokee Farms Rd (R100 027 000 0387 0000), as MCAS Beaufort knows them, are as follows:

The Property is:

- 6.26 acres (based on Beaufort County Property data),
- Currently zoned as T2 Rural Neighborhood (T2RN)
- in the MCAS Overlay District, and
- in the 65-70 decibel (dB) Day-Night Average Sound Level (DNL) noise contour

Request: Rezone the parcel as T4 Hamlet Center Open (T4HC-O). Based on the application, there are two conceptual plans for the Property, however those plans simply envision how the property *could* be used, and do not actually identify how the property will be used.

- According to the Beaufort County zone standards, the Hamlet Center (T4HC) Zone is intended to integrate appropriate, medium-density residential building types, such as duplexes, townhouses, small courtyard housing, and mansion apartments in an environment conducive to walking and bicycling. The T4 Hamlet Center is appropriate for more rural areas, implementing the Comprehensive Plan goals of creating areas of medium intensity residential in portions of Beaufort County, the City of Beaufort and Town of Port Royal. The intent of the T4HC-O (Open) Sub-Zone is to provide neighborhoods with a broader amount of retail and service uses in the scale and character of the T4HC zone.
- In the interest of efficiency, we have analyzed the conceptual plans. If either of those plans end up being the final plan, without any changes, then the following analysis is valid. If the plans change in any way, then MCAS Beaufort objects until we have had sufficient time to review the plans and conduct analysis.

- Concept Plan A-2
 - o Medical Services Building (15,000SF)
 - o Veterinary Clinic (7,500SF)
 - o Retail (4,000SF)
 - o Brewery (Repurposed Building, 12,000SF?)
 - o Beer Garden
 - o Tasting Room (4,000SF)

OR

- Concept Plan B
 - o Medical Services Building (15,000SF)
 - o Veterinary Clinic (7,500SF)
 - o Retail (4,000SF)
 - o Retail (4,000SF)
 - o Medical/Assisted Living (35,000SF)

In determining whether or not the proposal is compatible with MCAS Beaufort's mission and operations, the proposal was evaluated with regards to airfield operations, noise standards, and potential compatibility problems as well as reviewed in the context of the following references:

- Air Installations Compatible Use Zone (AICUZ) Study, Marine Corps Air Station (MCAS) Beaufort, 2013
- Department of Defense Instruction 4165.57
- Chief of Naval Operations and the Commandant of the Marine Corps OPNAVINST 11010.36C/MCO 11010.16 (Joint Instruction)
- Standard Land Use Coding Manual; and

- Beaufort County Community Development Code.

Based on this review and information provided, MCAS Beaufort has determined the following:

- Concept Plan A-2 – MCAS Beaufort does not object, with the following two caveats: (1) as long as noise mitigation measures are implemented and demonstrated prior to construction and (2) the plan does not deviate from this conceptual plan.
 - Brewery: compatible.
 - Beer Garden: compatible.
 - Tasting Room: compatible.
 - Medical Services: compatible; measures to achieve noise level reduction (NLR) of 25 must be incorporated into design and construction of structure.
 - Veterinary Clinic: compatible; measures to achieve NLR of 25 must be incorporated into design and construction of structure.
 - Retail (exact type undetermined): compatible.
- Concept Plan B - MCAS Beaufort Objects.
 - **Assisted Living Facility: Incompatible.**
 - Medical Services: compatible; measures to achieve noise level reduction (NLR) of 25 must be incorporated into design and construction of structure.
 - Veterinary Clinic: compatible; measures to achieve NLR of 25 must be incorporated into design and construction of structure.
 - Retail (exact type undetermined): compatible.

Beaufort County Community Development Code. The Code requires measures to achieve noise level reduction (NLR) of 25 be incorporated into design and construction of structures within this zone.

Concept Plan A-2 – Based on the review and information provided, MCAS Beaufort does not object to the proposal to rezone the Tax parcel R100 027 000 0387 0000 from T2 Rural Neighborhood to T4 Hamlet Center Open, determined using the referenced Concept Plan A-2 with the caveat that the requirements listed are met. If any additional changes occur to the proposal and conceptual plans, please let us know. We may need to re-evaluate our analysis.

Concept Plan B – Based on the review and information provided, MCAS Beaufort objects to the proposal to rezone the Tax parcel R100 027 000 0387 0000 from T2 Rural Neighborhood to T4 Hamlet Center Open, determined using the referenced Concept Plan B.

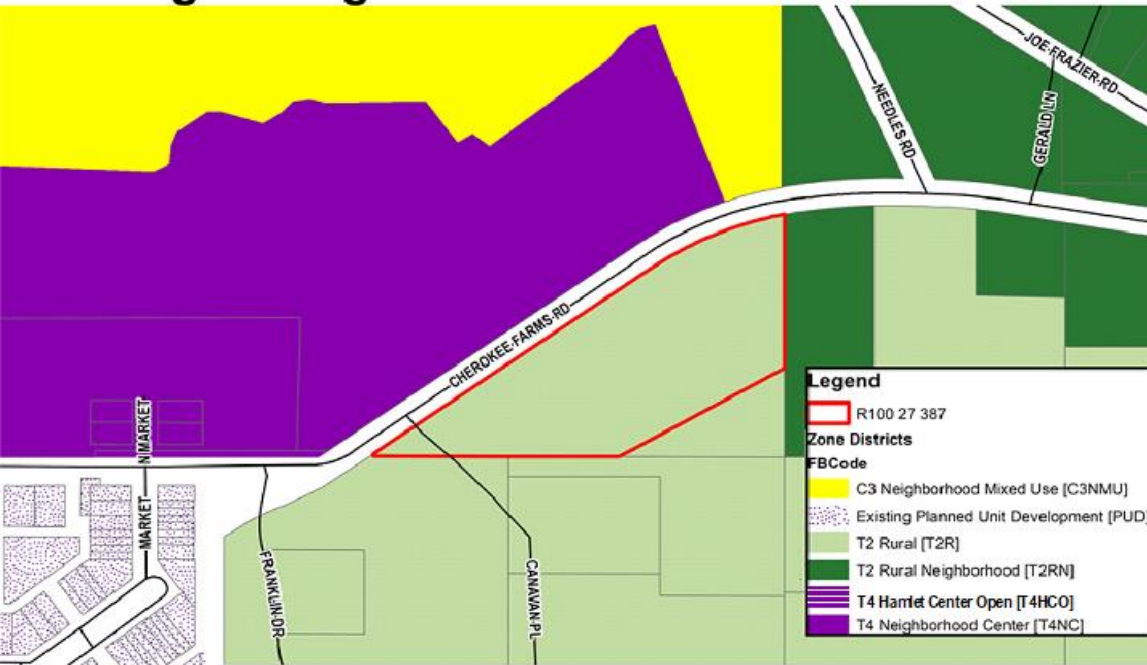
If you have any further questions please let me know.

Thank you!

David J. Trail
 Director, Government and External Relations (S-7) |
 Community Plans and Liaison Officer
 Marine Corps Air Station Beaufort, South Carolina
 W: (843) 228-7119
 C: (774) 509-3940
david.j.trail@usmc.mil

Agenda Item 8 – Cherokee Farms Rezoning

Existing Zoning

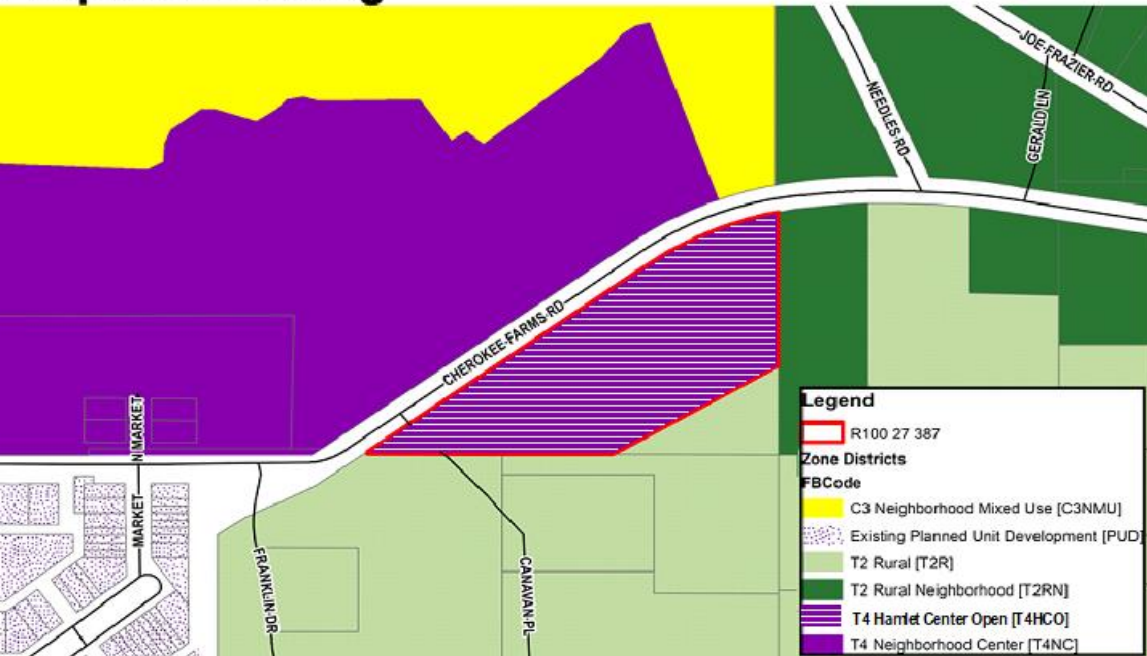


Zoning Map Amendment Request for 6.26 Acres (R100 027 000 0387 0000) 186 Cherokee Farms Road from T2 Rural to T4 Neighborhood Center

Owner/Applicant:
Property Location:

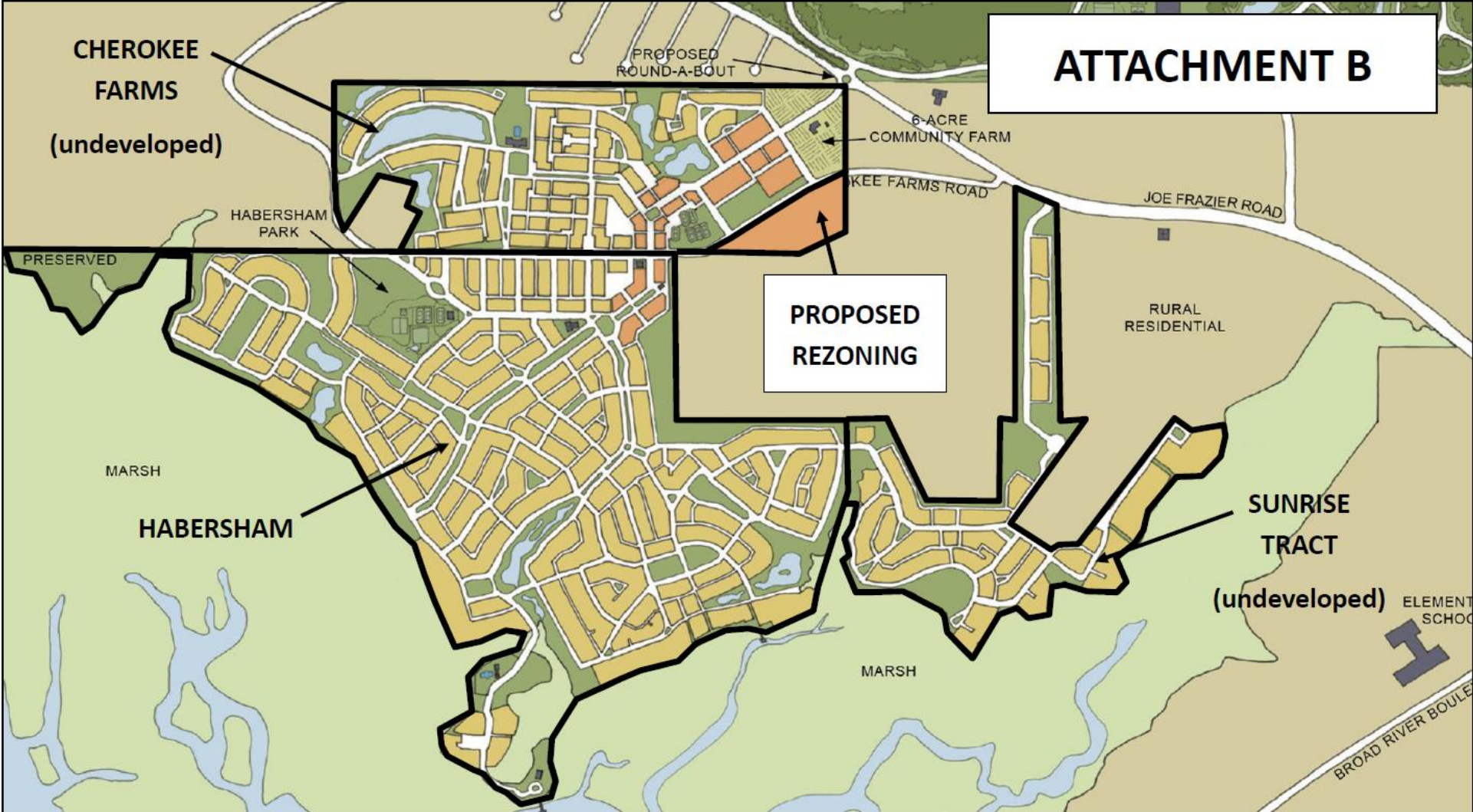
FTB Real Estate Co, LLC
Cherokee Farms Road approx. 600 feet from the entrance of Habersham

Proposed Zoning



District/Map/Parcel:
Property Size:
Current Future Land Use Designation:
Current Zoning District:
Proposed Zoning District:

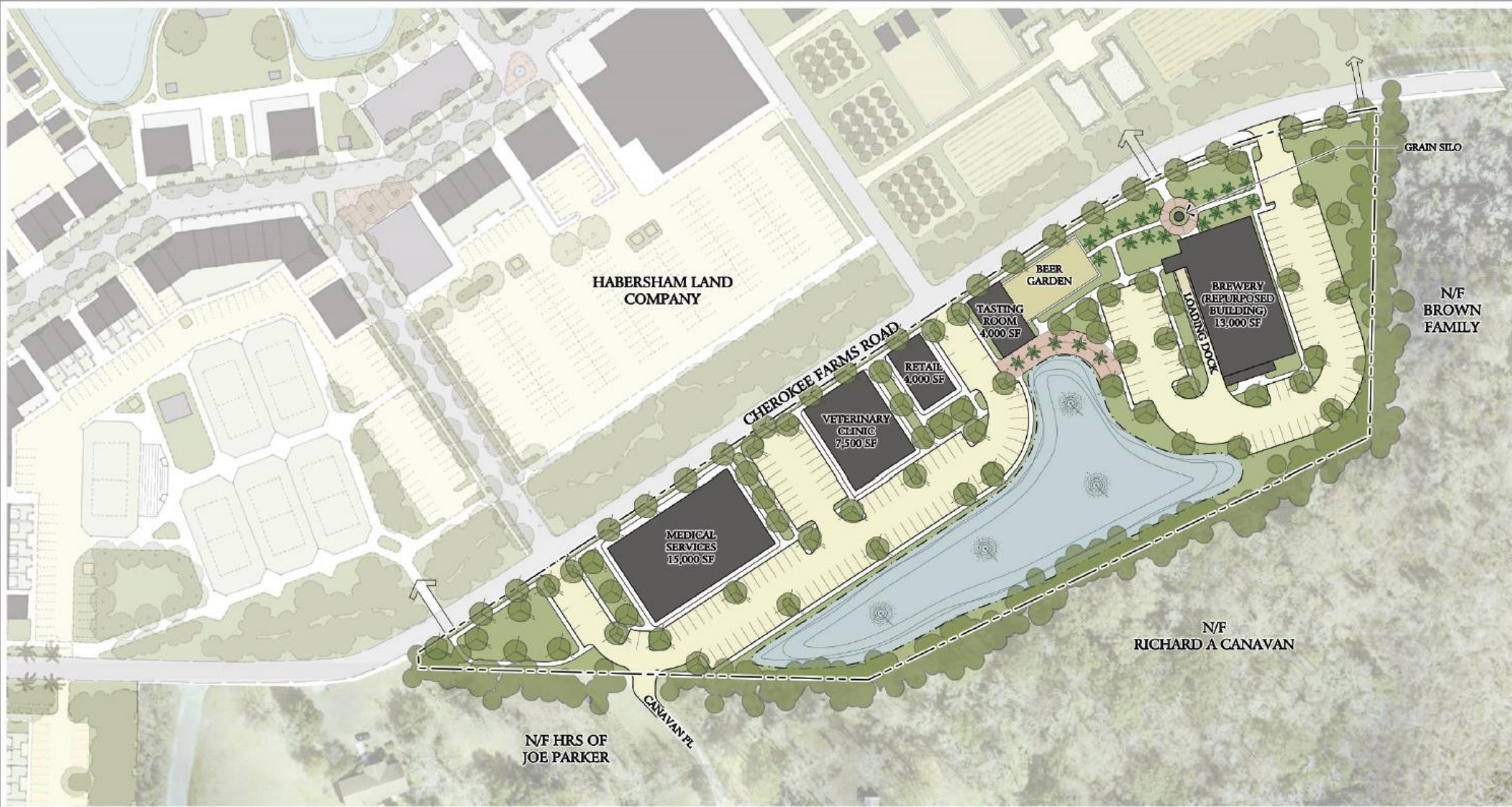
R100 027 000 0387 0000
6.26 acres
Urban Mixed-Use and AICUZ
T2 Rural
T4 Neighborhood Center (request changed by applicant to T4 Hamlet Center Open)



ATTACHMENT B

PROPOSED REZONING

Development	Development Type	Area	Residential Units	Commercial SF
Habersham	Planned Unit Development (PUD) approved in 1996.	275 acres	1000	78,000
Sunrise Tract	Amendment to Habersham PUD approved in 2005.	47 acres	131	0
Cherokee Farms	Traditional Neighborhood Development approved under the ZDSO. Commercial portion rezoned to T4NC in 2015 to allow light industrial uses.	105 acres	306	150,000



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PREPARED FOR:
FTB REAL ESTATE CO LLC

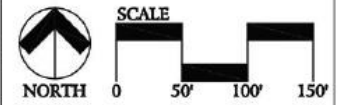
PREPARED BY:
J. K. TILLER ASSOCIATES, INC.
 LAND PLANNING LANDSCAPE ARCHITECTURE
 181 BLUFFTON ROAD, SUITE 200 BLUFFTON, SC 29918
 Phone 843.815.4800 jkt@jkt.com Fax 843.815.4805

186 CHEROKEE FARMS RD

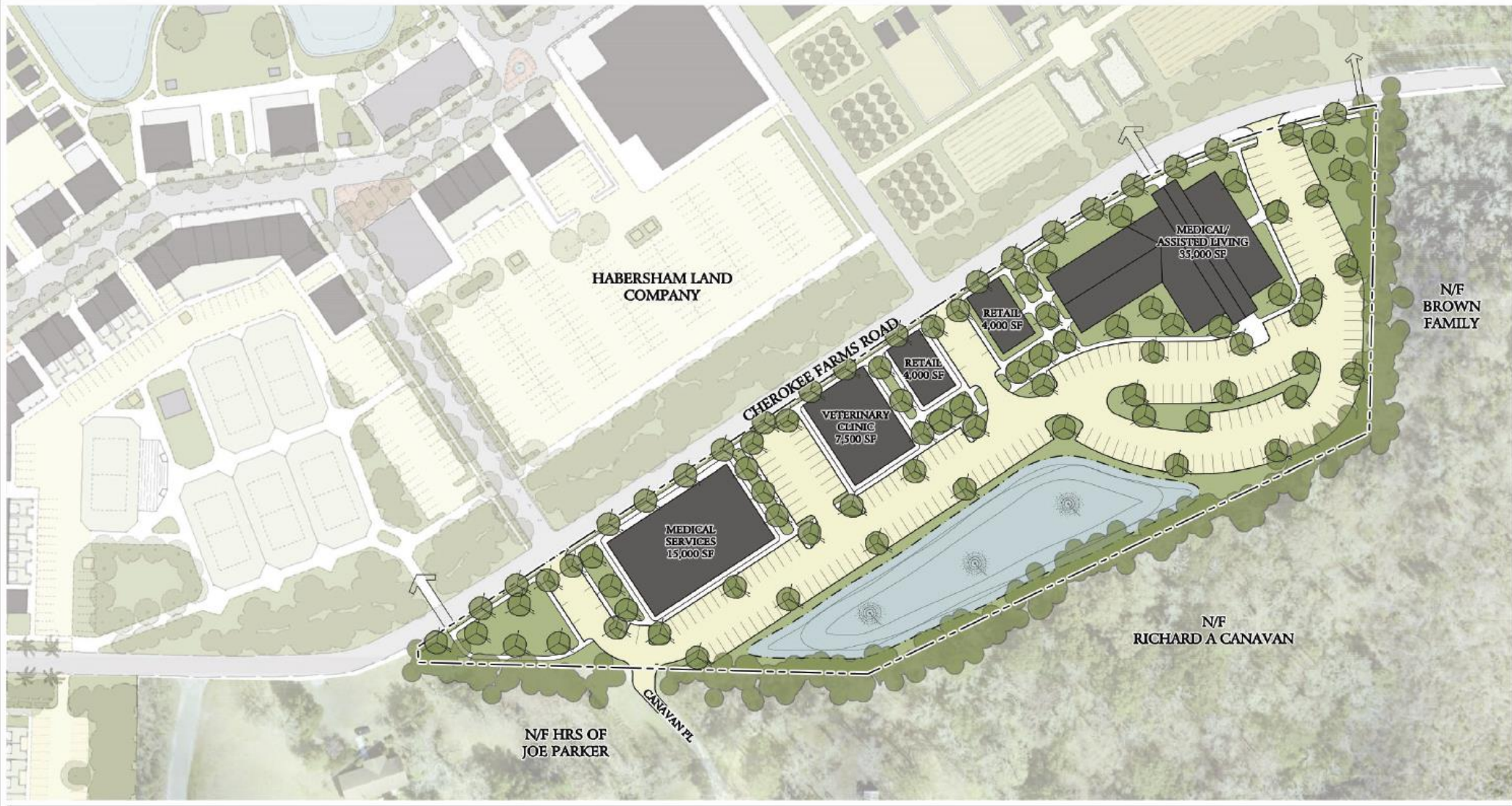
T4 HAMLET CENTER OPEN CONCEPT PLAN A-2

BEAUFORT COUNTY, SOUTH CAROLINA

SEPTEMBER 24, 2021



THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS. J. K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION, OR FOR ANY DECISIONS (REQUIRING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION. JKT Job Number: 202119-01



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PREPARED FOR:
FTB REAL ESTATE CO LLC

PREPARED BY:

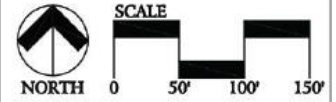
J. K. TILLER ASSOCIATES, INC.
 LAND PLANNING LANDSCAPE ARCHITECTURE
 181 SLUPTON ROAD, SUITE 214S SLUPTON, SC 29918
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186 CHEROKEE FARMS RD

T4 HAMLET CENTER OPEN CONCEPT PLAN B

BEAUFORT COUNTY, SOUTH CAROLINA

SEPTEMBER 26, 2021

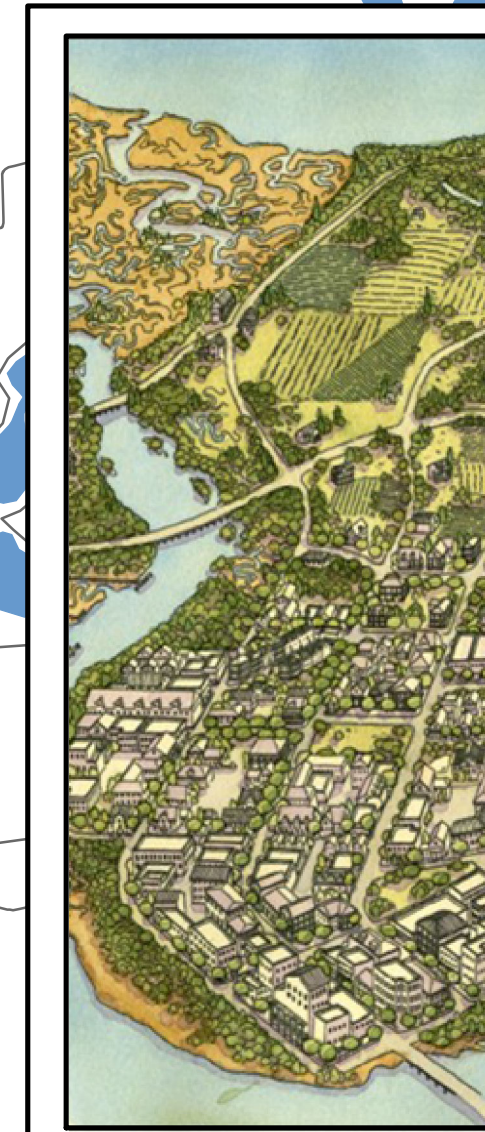


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BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Text Amendment to the Community Development Code (CDC): Sections A.2.40 (Permitted Activities), A.4.40 (Permitted Activities), and A.5.40 (Permitted Activities) to revise the Lady's Island Community Preservation, Lady's Island Neighborhood Activity Center, and Lady's Island Professional Office districts to include short-term rentals as a special use.</i>
MEETING NAME AND DATE:
<i>Natural Resources Committee Meeting, February 7, 2022</i>
PRESENTER INFORMATION:
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
ITEM BACKGROUND:
<i>This text amendment to the Lady's Island Community Preservation (LICP) district was considered by the Lady's Island Community Preservation Committee at their November 15, 2021 meeting. At that time, the Committee was not opposed to the amendment.</i>
<i>At their December 6, 2021 meeting, the Beaufort County Planning Commission voted seven (7) to two (2) to recommend approval of adding short-term rentals as a special use to the LICP, as well as adding the short-term rental special use to the two remaining Lady's Island CP districts, Lady's Island Neighborhood Activity Center (LINAC) and Lady's Island Professional Office (LIPO).</i>
PROJECT / ITEM NARRATIVE:
<i>The applicant seeks to revise the LICP, a Community Preservation district, to include short-term rentals as an allowable special use. The applicant owns 2 Blythewood Road, located in the LICP, and wishes to establish a short-term rental on the property. The property is currently residential.</i>
FISCAL IMPACT:
<i>Not applicable</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommends approval. Staff additionally recommends adding the short-term rental special use to the two remaining Lady's Island CP districts: LINAC and LIPO</i>
OPTIONS FOR COUNCIL MOTION:
<i>To approve or deny the proposed amendment to the Community Development Code (CDC): Sections A.2.40 (Permitted Activities), A.4.40 (Permitted Activities), and A.5.40 (Permitted Activities) to revise the Lady's Island Community Preservation, Lady's Island Neighborhood Activity Center, and Lady's Island Professional Office districts to include short-term rentals as a special use.</i>



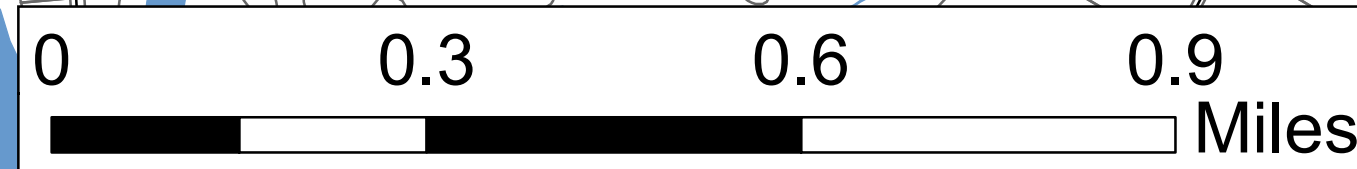
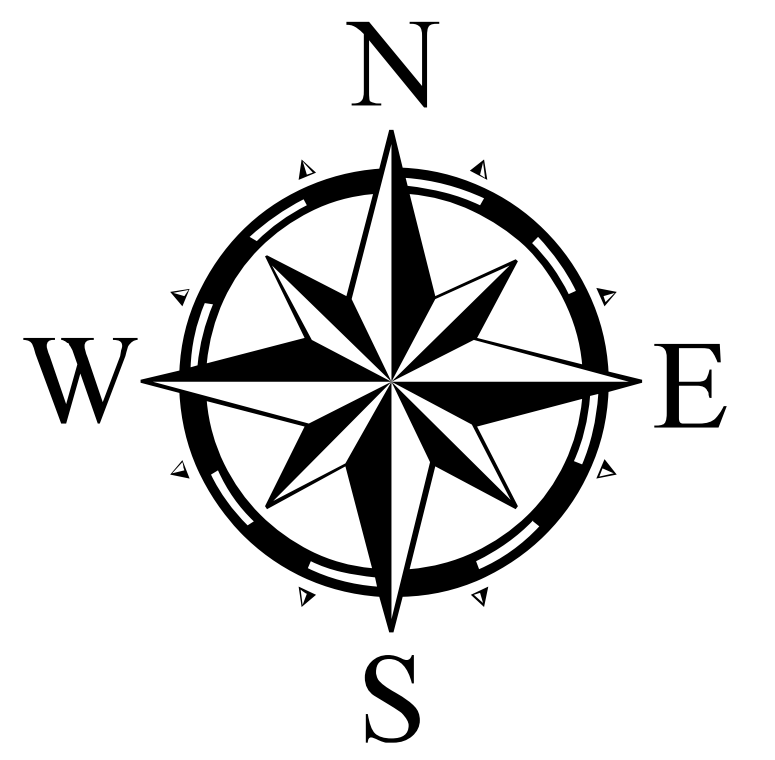
Beaufort County Development Code
Adopted December 8, 2014

Lady's Island Zoning Map

Prepared by Beaufort County GIS Division
Map Generated January 5, 2021

Zoning Districts

FBCode	Description
[Light Blue Box]	Lady's Is. Community Preservation District [LICPD]
[Medium Blue Box]	Lady's Is. Expanded Home Business District [LIEHBD]
[Dark Blue Box]	Lady's Is. Neighborhood Activity Center [LINAC]
[Darkest Blue Box]	Lady's Is. Professional Office District [LIPOD]



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To: Beaufort County Natural Resources Committee

From: Juliana Smith, Long Range Planner, Planning and Zoning Department

Subject: Text Amendment to the Community Development Code (CDC): Sections A.2.40 (Permitted Activities), A.4.40 (Permitted Activities), and A.5.40 (Permitted Activities) to revise the Lady’s Island Community Preservation, Lady’s Island Neighborhood Activity Center, and Lady’s Island Professional Office districts to include short-term rentals as a special use.

Date: February 7, 2022

STAFF REPORT:

Case No. CDPA-000015-2021

Owner/Applicant: Ralph McCarter

Proposed Text Change: Text Amendment to the Community Development Code (CDC): Section A.2.40 (Permitted Activities) to revise the Lady’s Island Community Preservation district to include short-term rentals as a special use.

A. SUMMARY OF APPLICANT’S REQUEST: The applicant seeks to revise the Lady’s Island Community Preservation (LICP) district to include short-term rentals as an allowable special use. The applicant owns 2 Blythewood Road, located in the LICP, and wishes to establish a short-term rental on the property. The property is currently residential with a single-family detached dwelling on site.

B. SUMMARY OF STAFF’S ADDITION: During, the December 6, 2021 Beaufort County Planning Commission meeting, staff recommended short-term rentals also be added as a special use to the two remaining Lady’s Island Community Preservation districts: Lady’s Island Neighborhood Activity Center (LINAC) and the Lady’s Island Professional Office (LIPO). The LINAC and LIPO districts are the two least restrictive and most intensive Lady’s Island Community Preservation districts. Staff feels it is appropriate to add short-term rentals as a special use to these two additional districts if short-term rentals are added as a special use to the LIEHB and the LICP, which are the most restrictive Lady’s Island Community Preservation districts.

C. SUMMARY OF PROPOSED AMENDMENT: The applicant’s proposed amendment currently under consideration would permit short-term rentals as a special use in the LICP, LINAC, and LIPO. The purpose of the LICP, a residential district, is to maintain or improve the livability and character of existing residential neighborhoods. It is the express purpose of this district to exclude all commercial buildings and structures, whether operated for profit or otherwise, except home uses specifically provided for, if they conform with the provisions

provided in Section A.2.40, or commercial uses permitted in Traditional Community Plans. Currently, two lodging uses are allowed within Traditional Community Plans in the LICP: Bed and Breakfast (5 rooms or less) and Inn (up to 24 rooms).

The LICP is located only on Lady’s Island covering largely residential areas and neighborhoods including, but not limited to, Burckmeyer Beach, Captain Blythewood Landings, Tradewinds Plantation, the waterfront on Sunset Boulevard, Celadon, Brindlewood, Academy Estates, Magnolia Court, Deer Run, Royal Pines, Telfair, Christine Place, and Spanish Moss (see attached map). Current conditions in the LICP are primarily residential with the exception of the Beaufort Yacht Club, a veterinary clinic, Marsh Harbor Boat Works, and several home occupation businesses.

Per Ordinance 2020-32, robust short-term rental standards were established in the Community Development Code. At the time of adoption, the short-term rental use was added as a special use to all transect zones except T1 Natural Preserve. It is a permitted use in conventional zones except C3 Neighborhood Mixed Use, where it is a special use. It is not allowed in S1 Industrial. The special use was not added to any of the Community Preservation districts; however, it is being considered for the Lady’s Island Expanded Home Business District (LIEHB). The LICP district is similar to primarily residential transect zone districts, like T3 Edge, T3 Hamlet Neighborhood, and T3 Neighborhood, that allow short-term rentals.

Considering the intent of the LICP and its consistency with primarily residential transect zones that allow short-term rentals as a special use, the addition of a short-term rental special use to the LICP is appropriate.

During their November 15, 2021 meeting, the Lady’s Island Community Preservation Committee reviewed the proposed amendment to the LICP to include short-term rentals as a special use and were not opposed. If adopted, any property owner in the LICP seeking to use the short-term rental use will have to apply to the Zoning Board of Appeals for approval.

D. TEXT AMENDMENT REVIEW STANDARDS: In determining whether to adopt or deny a proposed Text Amendment, the County Council shall weigh the relevance of and consider whether, and the extent to which, the proposed amendment:

1. Is consistent with the goals, objectives, and policies of the Comprehensive Plan;

The proposed text amendment is consistent with the Comprehensive Plan, which envisions this district’s area to be Neighborhood Mixed Use.

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

The LICP is primarily a residential district with intentions of maintaining or improving the livability and character of existing residential neighborhoods, encouraging infill of available lands, providing a choice of housing types, and accommodating housing types which relate well with existing neighborhood character, scale, and density. Commercial buildings and structures are expressly excluded, except for some select home uses and for Traditional Community Plans. Only limited non-residential uses are allowed and are generally subject to the special use process. If adopted, the short-term rental use would only be allowed through a special use process.

3. Is required by changed conditions;

Per Ordinance 2020-32, short-term rental standards were established as a special use in

the Community Development Code within transect and conventional zones. These standards were not added to Community Preservation Districts, though the Lady’s Island Expanded Home Business District is currently being considered for inclusion of the short-term rental use.

4. Addresses a demonstrated community need;

N/A

5. Is consistent with the purpose and intent of the zones in this Development Code, or would improve compatibility among uses and ensure efficient development within the County;

See 2 above.

6. Would result in logical and orderly development pattern;

As a special use, each applicant seeking to establish a short-term rental property in the LICP will be required to apply to the Zoning Board of Appeals for approval. Upon application, their property will be posted and neighboring property owners will be notified of the application so they may weigh in. In addition to typical considerations, the Zoning Board of Appeals (ZBOA) may also establish an appropriate rental limit as a condition of approval after conducting the public hearing and finding that conditions exist making such a limitation necessary for short-term rental applications.

7. 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;

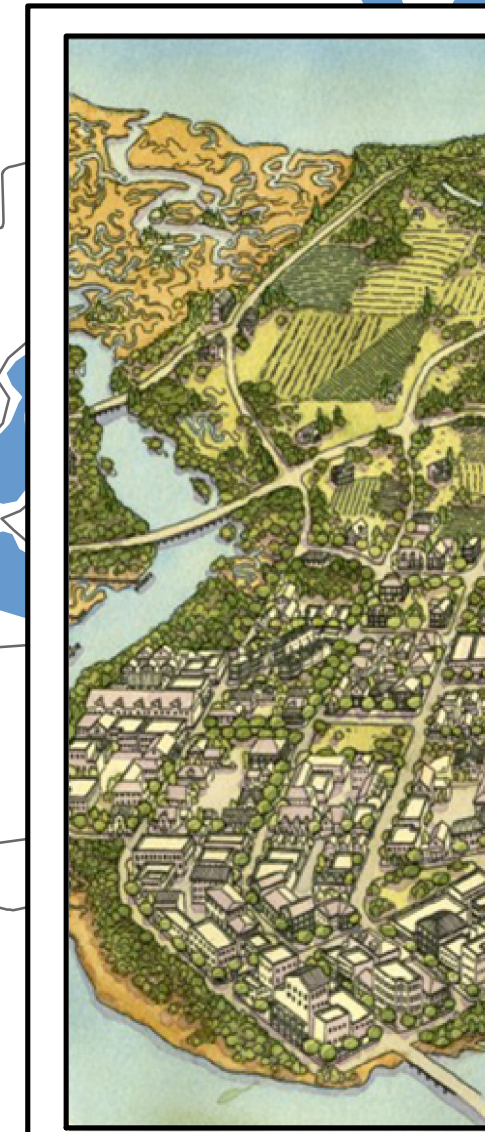
See 6 above.

E. RECOMMENDATION: Staff recommends approval. Staff also recommends that short-term rentals be added as a special use to the two remaining Lady’s Island Community Preservation districts, which are both mixed-use districts and are consistent with transect zones that already include the use: Lady’s Island Neighborhood Activity Center and Lady’s Island Professional Office

F. BEAUFORT COUNTY PLANNING COMMISSION RECOMMENDATION: At the December 6, 2021 meeting of the Beaufort County Planning Commission, the Commission voted seven (7) to two (2) to recommend approval of adding short-term rentals as a special use to the Lady’s Island Community Preservation, Lady’s Island Neighborhood Activity Center, and Lady’s Island Professional Office districts.

G. ATTACHMENTS:

- Map of LICP, LINAC, LIPO districts.
- Revised LICP, LINAC, LIPO district use tables.



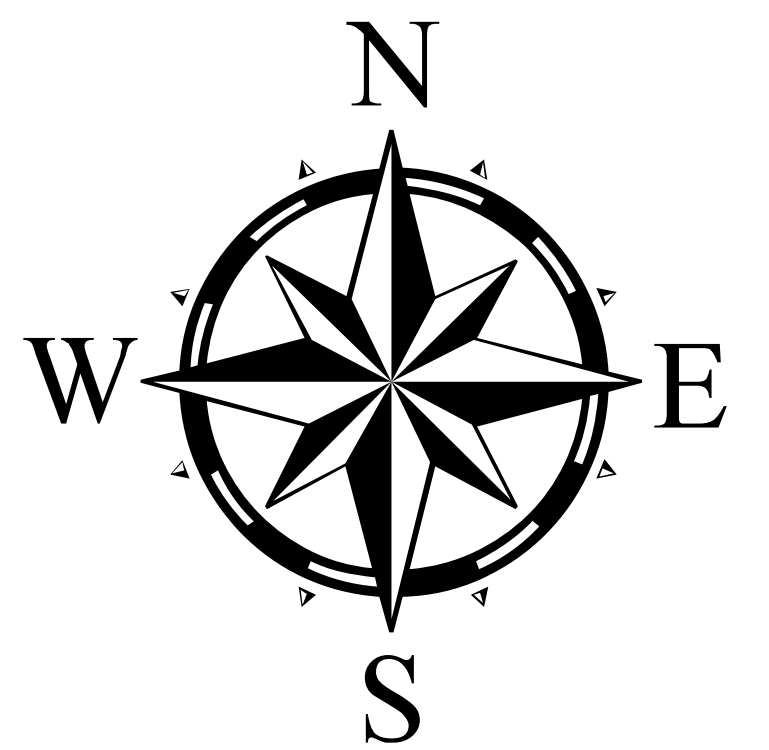
Beaufort County Development Code
Adopted December 8, 2014

Lady's Island Zoning Map

Prepared by Beaufort County GIS Division
Map Generated January 5, 2021

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A.2.40 - Permitted Activities

The permitted uses are primarily residential. Limited nonresidential uses are allowed generally subject to the special use process. Uses not listed are prohibited. The following are descriptions of permitted uses, permitted accessory uses and structures for the LICP District:

Table A.2.40.A: Lady's Island Community Preservation Land Uses		
Land Use	Use Definition	Use Permission
Residential		
Single-family detached	Detached dwelling unit intended for only one family. Includes any one family dwelling unit, which complies with the Beaufort County Building Code.	C
Single-family cluster	Two or more single-family detached residential uses in a subdivision, or on an individual lot that include, as part of the subdivision or lot design, significant common open space that meets the standards in Article 2, Division 2.8.	C
Traditional Community Plan	See Article 2, Division 2.3 (Traditional Community Plans)	C
Multifamily	A building containing two or more dwelling units, specifically permitting duplexes, mansion apartments, and apartment houses.	C
Accessory dwelling unit	A second dwelling unit, clearly subordinate to the principal unit, either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete independent living facility. Maximum building size shall not exceed 50% of the principal unit's floor area.	C
Family compound	Form of traditional rural development which provides affordable housing for family members allowing additional family dwelling units on, and/or subdivisions of, a single lot owned by the same family for at least 50 years (see Article 2, Section 2.7.40).	C
Group home	Residential facility for nine or fewer mentally or physically handicapped persons providing care on a 24-hour basis and licensed by a state agency or department, or is under contract with a state agency or department, for that purpose.	C
Home occupation	A business, profession, occupation or trade located entirely within a residential dwelling, which does not change the essential character of the residential use.	C
Home business	A business operated out of a single-family residence and accessory structures that permits the employment of up to three unrelated individuals. This includes independent contractors operating from the facility. Farm workers are not included. Uses shall be limited to office and service types, carpentry, upholstery, woodworking, potteries, glasswork and other similar uses; wholesale or retail sales are prohibited on-premises.	C

Community Residence (dorms, convents, assisted living, temporary shelters)	See definition in Article 8, Table 3.1.70	S
Offices and Services		
Day care, family	A facility in a private home that is operated by one or more persons duly licensed or qualified to be licensed by the state for the purpose of providing child day care for one to not more than eight children at any one time, who are not relatives of the day care provider. (NAICS 62441)	P
Lodging: Short-Term Housing Rental (STHR)	A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive days. See specific use regulations in Article 4.1.360	S
Recreation, Education, Safety, Public Assembly		
Public services	These uses include emergency service, buildings, or garages, (e.g., ambulance, fire, police, rescue, and public works) or other garages or areas where vehicles are stored and dispatched. (NAICS 62191, 92212, 92216, see "Office" uses, below)	P
Religious establishments (large)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with or without schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having 15,000 or greater square feet of floor area (NAICS 813110).	S
Religious establishments (small)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with no schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having less than 15,000 square feet of floor area.	S
Local utility	Utility substations or transmission and local distribution facilities, including telephone, and all government-owned utilities. Not included are generation facilities, storage of combustibles, regional facilities, and landfills or mining operations. (NAICS 221122, 22121)	S
Outdoor recreation	<ol style="list-style-type: none"> Active recreational activities and supporting services including, but not limited to: jogging, cycling, tot lots, playing fields, playgrounds, outdoor swimming pools, and tennis courts (NAICS 7113); fishing clubs; marinas. Passive recreational uses including, but not limited to: arboretums, wildlife sanctuaries, forests, areas for hiking, nature areas, and other passive recreation-oriented parks Picnic areas, garden plots, and beaches. 	C
Schools, neighborhood (elementary and middle school) and community (high schools)	Institutions of learning or instruction primarily catering to minors, whether public or private, which are licensed by either the county or the State of South Carolina. The definition includes nursery schools, kindergarten, elementary schools, middle schools, senior high schools or any special institution of learning under the jurisdiction of the state	S

	department of education catering to those age groups. This does not include charm schools, dancing schools, music schools or similar limited schools. (NAICS 6111)	
Infrastructure, Transportation, Communications		
Commercial communications towers	A tower, pole or similar structure, which supports a telecommunications antenna, operated for commercial purposes above ground in a fixed location, freestanding or guyed, or atop a structure. This does not include television antennas or satellite dishes. Towers for radio or television station use are regulated as regional utilities.	S
Temporary Uses		
Construction staging or plant	A concrete or asphalt batch plant, or metal forming and cutting facility assembled on the site or located no more than one mile from the site where the construction of a particular road, infrastructure or building is to take place. Such facilities shall be removed within one year.	S
Contractor's office	Security guard buildings and structures, construction equipment sheds, contractor's trailers and similar uses incidental to a construction project. Limited sleeping and/or cooking facilities may also be permitted.	P
Model homes sales office	A dwelling unit or modular unit in a subdivision used as a sales office for that subdivision.	P
Traditional Community Plan Uses		
Single-Family attached	A structure containing one dwelling unit on a single lot and connected along a property line to another dwelling unit on an adjoining lot by a common wall or other integral part of the principal building such as a breezeway or carport.	TCP
Live/Work	An integrated housing unit and working space, occupied and utilized by a single household in a structure that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes: complete kitchen, living, and sleeping space and sanitary facilities in compliance with the Building Code, and working space reserved for and regularly used by one or more occupants of the unit. Workspace is limited to a maximum fifty percent (50%) of the structure and located on the first floor with living space located to the rear or above. Activities are limited to those uses permitted in the underlying Zone in which the Live/Work unit is located.	TCP
General Retail 3,500 SF or less	Stores and shops that sell and/or rent goods and merchandise to the general public. This category does not include "Open Air Retail," "Vehicle Sales and Rental," or "Gas Stations/Fuel Sales."	TCP
Gas Stations/Fuel Sales	An establishment where petroleum products are dispensed for retail sale. This use may include a retail convenience store and/or a single bay carwash. It does not include towing, vehicle body or engine repair (see "Vehicle Services"), or overnight vehicle storage.	TCP
Restaurant, Café, Coffee Shop	A retail business selling ready-to-eat food and/or beverages for on- or off-premise consumption. These include eating establishments where customers are served from a walk-up ordering counter for either on- or off-premise consumption; and establishments	TCP

	where customers are served food at their tables for on-premise consumption, which may also provide food for take-out, but does not include drive-through services, which are separately defined and regulated. This use includes all mobile kitchens.	
General Offices & Services: 3,500 SF or less	<ol style="list-style-type: none"> 1. Bank/Financial Services. Financial institutions, including, but not limited to: banks, credit agencies, investment companies, security and commodity exchanges, ATM facilities. 2. Business Services. Establishments providing direct services to consumers, including, but not limited to: employment agencies, insurance agent offices, real estate offices, travel agencies, landscaping and tree removal companies, exterminators, carpet cleaners, and contractors' offices without exterior storage. 3. Business Support Services. Establishments providing services to other businesses, including, but not limited to: computer rental and repair, copying, quick printing, mailing and mailbox services. 4. Personal Services. Establishments providing non-medical services to individuals, including, but not limited to: barber and beauty shops, dry cleaners, small appliance repair, laundromats, massage therapists, pet grooming with no boarding, shoe repair shops, tanning salons, funeral homes. These uses may include incidental retail sales related to the services they provide. 5. Professional and Administrative Services. Office-type facilities occupied by businesses or agencies that provide professional or government services, or are engaged in the production of intellectual property. 	TCP
Animal Services: Clinic/Hospital	An establishment used by a veterinarian where animals are treated. This use may include boarding and grooming as accessory uses.	TCP
Day Care: Commercial Center (9 or more clients)	A state-licensed facility that provides non-medical care and supervision for more than 8 adults or children, typically for periods of less than 24 hours per day for any client. Facilities include, but are not limited to: nursery schools, preschools, after-school care facilities, and daycare centers.	TCP
Lodging: Bed & Breakfast (5 rooms or less)	The use of a single residential structure for commercial lodging purposes, with up to 5 guest rooms used for the lodging of transient guests and in which meals may be prepared for them, provided that no meals may be sold to persons other than such guests, and where the owner resides on the property as his/her principal place of residence.	TCP
Lodging: Bed & Breakfast (5 rooms or less)	The use of a single residential structure for commercial lodging purposes, with up to 5 guest rooms used for the purpose of lodging transient guests and in which meals may be prepared for them, provided that no meals may be sold to persons other than such guests, and where the owner resides on the property as his/her principal place of residence.	TCP
Lodging: Inn (up to 24 rooms)	A building or group of buildings used as a commercial lodging establishment having up to 24 guest rooms providing lodging accommodations to the general public. This includes the use of any dwelling unit for lodging accommodations on a daily or weekly rate to the general public.	TCP
Medical Service: Clinics/Offices	See definition in Article 8, Table 3.1.70	TCP

<p>Community Oriented Cultural Facility (less than 15,000 SF)</p>	<p>Public or non-profit facilities that provide educational and cultural experiences for the general public, examples of which include: aquariums, arboretums, art galleries, botanical gardens, libraries, museums, planetariums, civic centers and theaters predominantly used for live performances, and zoos. May also include accessory retail uses such as a gift/book shop, restaurant, etc.</p>	<p>TCP</p>
<p>Community Residence (dorms, convents, assisted living, temporary shelters)</p>	<p>See definition in Article 8, Table 3.1.70</p>	<p>TCP</p>
<p>"P" indicates a Use that is Permitted By Right. "C" indicates a Use that is Permitted with Conditions. "S" indicates a Use that is Permitted as a Special Use. "TCP" indicates a Use that is permitted only as part of a Traditional Community Plan under the requirements in Division 2.3</p>		

Lady's Island Neighborhood Activity Center District

A.4.40 - Permitted Activities

The permitted uses are listed in Table A.3.40. A use not listed in Table A.3.40 may be permitted by the Director provided it is determined to be substantially similar to a listed use and complies with the purpose established for the LINAC District. All other uses are prohibited.

Table A.4.40.A: Lady's Island Neighborhood Activity Center Land Uses		
Land Use	Use Definition	Use Permission
Residential		
Commercial Apartment	One to four dwelling units located above a nonresidential structure on the same lot.	P
Live/Work Unit	An integrated housing unit and working space, occupies by a single household. Commercial activities are limited to those listed in this table.	P
Retail & Restaurants		
General Retail	Stores and shops that sell and/or rent goods and merchandise to the general public. Outdoor sales as a principal use is not permitted.	P
Delicatessens and restaurants	Establishment that serves food and beverages to persons seated within the building. Outside terrace or sidewalk seating is permitted subject to all other required codes. This use is limited to a seating capacity of 40 and does not include drive through service. Restaurants may have outdoor cafes on sidewalks or in courtyards.	C
Food stores	Establishments primarily engaged in retailing a general line of food, such as canned and frozen food; fresh fruits and vegetables; and fresh and prepared meats, fish, and poultry. Food stores are limited to 20,000 square feet.	C
Gas-convenience marts with no repair bays or facilities	There is no towing, vehicle body, engine repair, painting, or exterior overnight vehicle storage permitted with this use. Single-bay car washes associated with a gas convenience mart are permitted (NAICS 811191, 811192).	C
Retail plant nurseries	Establishments primarily engaged in retailing nursery and garden products, such as trees, shrubs, plants, seeds, bulbs, and sod that are predominantly grown elsewhere. These establishments may sell a limited amount of products they grow themselves. Outside storage is limited to plants (NAICS 444220).	P
Offices & Services		
Animal Services	Establishments primarily engaged in providing grooming, boarding, and veterinarian services.	P
Banks	Establishments primarily engaged in accepting demand and other deposits and making commercial, industrial, and consumer loans.	P

Business and Professional services	This use encompasses activities, without outdoor storage needs, that provide office and service functions to customers and other businesses.	P
Day care, commercial	All day care facilities not classified as "day care, family" and including more than eight children (NAICS 62441).	P
Lodging: Short-Term Housing Rental (STHR)	A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive days. See specific use regulations in Article 4.1.360.	S
Dry-cleaning and laundry services	Establishments primarily engaged in operating facilities with coin operated or similar self-service laundry and dry-cleaning equipment or establishments engaged in providing dry-cleaning services, except linen, uniform, carpets and upholstery (NAICS 812310 and 812320).	P
Personal service establishments	Establishments such as barber and beauty shops that provide appearance care services to individuals (NAICS 8121).	P
Quick service oil, tune-up, brake and muffler shops	Where maintenance repairs are made in fully enclosed bays, and where such repairs are typically completed in less than two hours.	C
Recreation, Education, Safety, Public Assembly		
Residential storage facility	A building or buildings consisting of individual, small, self-contained units that are leased or owned for the storage of household goods.	C
Government offices	This use is comprised of establishments primarily engaged in law enforcement, traffic safety, and fire protection (NAICS 92215 and 92216).	P
Religious establishments (small)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with no schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having less than 15,000 square feet of floor area.	C
Industrial		
Boat storage	This use is comprised of establishments primarily engaged in renting or leasing outdoor space for boat storage. These establishments provide secure space where clients can store and retrieve their boats.	C
Business storage	Any land or structure used for storage and holding of commercial business supplies, materials, equipment and products, that are necessary for conducting that business.	C
Light manufacturing, processing and packaging	A facility accommodating the assembly, fabrication, and conversion of already processed raw materials into products. Examples include artisan/craft product manufacturing, clothing and	C

	fabric product manufacturing, furniture and fixtures manufacturing, cabinet shops, media production, printing and publishing, and food preparation and packing.	
<p>"P" indicates a Use that is Permitted By Right. "C" indicates a Use that is Permitted with Conditions. "S" indicates a Use that is Permitted as a Special Use.</p>		

A.5.40 - Permitted Activities

The permitted uses are restricted to professional office, services, institutional and limited business uses. Uses not listed are prohibited. The following are descriptions of permitted uses, permitted accessory uses and structures for LIPO:

Table A.5.40: Lady's Island Professional Office District Land Use		
Land Use	Use Definition	Use Permission
Residential		
Family compound	Form of traditional rural development which provides affordable housing for family members allowing additional family dwelling units on, and/or subdivisions of, a single lot owned by the same family for at least 50 years.	P
Accessory dwelling unit	A second dwelling unit, clearly subordinate to the principal unit, either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility. Maximum building size shall not exceed 50% of the principal unit's floor area.	C
Offices and Services		
Office	<p>Building or buildings wherein operations are predominantly administrative, professional or clerical, and includes the following:</p> <ol style="list-style-type: none"> 1. Finance, banks, trusts, savings and lending. (NAICS 521, 522, 525, 533) 2. Security, commodity brokers and investment services. (NAICS 523) 3. Insurance carriers, agents, brokers, and services. (NAICS 524) 4. Real estate services. (NAICS 531) 5. Professional and technical services. (NAICS 5411-5419) 6. Business services. (NAICS 55, 5611-5616, 5619, 8139) 7. Health services. (NAICS 621) 8. Social services. (NAICS 624) (except care facilities) 9. Educational services, such as business schools (NAICS 6114), technological, and trade schools (excluding public and private schools defined as institutional). 10. Civic and social organizations. (NAICS 8132-34) 11. Agricultural support and services (offices only). (NAICS 115) 12. Governmental offices (NAICS 92 excluding public service). 13. Contractor's office without exterior storage. 	P
Services	<p>A wide variety of personal and commercial services including the following:</p> <ol style="list-style-type: none"> 1. Educational services. (NAICS 611 except 611512, 61162) 2. Social assistance. (NAICS 624) 3. Hospitals and medical laboratories (NAICS 339116, 62151, 62211, 62221, 62231), including general medical and surgical hospitals, and specialty hospitals, except alcoholism, drug, rehabilitation. 4. Kennel service and domestic veterinary clinics. (NAICS 11521) 5. Postal service buildings, except regional distribution centers, couriers and messengers. (NAICS 491, 492) 6. Miscellaneous repair services and shops. (NAICS 44311, 8112, 8113, 8114) 	P

	<p>7. Health and exercise clubs; dance studios. (NAICS 71394, 71399)</p> <p>8. Funeral homes. (NAICS 81221)</p> <p>9. Laundry services. (NAICS 8123)</p> <p>10. Personal services. (NAICS 8121, 8129)</p>	
Day care, commercial	All day care facilities not classified as "day care, family" and including more than eight children. (NAICS 62441)	P
Lodging: Short-Term Housing Rental (STHR)	A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive days. See specific use regulations in Article 4.1.360.	S
General auto repair & gasoline service stations w/ repair bays or facilities	Facilities where most types of servicing and repair can be performed on-site. Hand car wash/detailing businesses are permitted as part of, or separate from this use.	C
Government office	County, state, or federal office buildings or other facilities that are primarily devoted to public office uses or services. (NAICS 921, 92211, 92213, 923)	P
Quick service oil, tune-up, brake and muffler shops	Where maintenance repairs are made in fully enclosed bays, and where such repairs are typically completed in less than two hours.	C
Recreation, Education, Safety, Public Assembly		
Institutional Residential	<p>1. Convents or monasteries.</p> <p>2. Skilled nursing facility. Twenty-four hour care to ill persons in a controlled setting providing daily and medical care. Residents often have limited or no mobility. Requires licensing.</p> <p>3. Assisted living facility. Residential care facility catering to the frail elderly who require assistance with daily activities. Requires licensing.</p> <p>4. Independent living facility. Facility catering to more mobile, healthy senior adults. Individual living units may contain kitchens, while common dining is available. Planned recreation, housekeeping, transportation, etc may also be provided. Does not require licensing.</p> <p>5. Sheltered care facilities or group living facilities where the residents live in an institutional environment and are generally under the care or control of staff. All sheltered care, group care, and group homes, except emergency shelters and residential substance abuse facilities where total occupancy is more than eight, shall be considered institutional residential use. These residents would be members of an institution, have institutional care, or would be treated by staff in an institutional setting rather than living independently. (NAICS 623, 62422, 62423)</p> <p>6. Institutional housing where there is commercial rental or condominium ownership combined with any of the following: common food service, nursing, or health care. Assisted living facilities shall also be included. (NAISC 623311, 6239, 624229)</p> <p>7. Dormitories, fraternities, or sororities.</p> <p>8. Schools with live-in facilities on site, other than universities, colleges or preparatory schools. (NAICS 61111)</p>	C

Religious establishments (small)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with no schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having less than 15,000 square feet of floor area.	P
Religious establishments (large)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with or without schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having 15,000 or greater square feet of floor area. (NAICS 813110)	S
Recreational institutional	Nonprofit organizations chartered to provide community-based recreational services.	P
Commercial amusement, indoor	Includes, but is not limited to: bowling alleys, indoor sports arenas, movie theaters, performing arts companies, indoor skating rinks (ice or roller), amusement game machine complex, pool halls, and shooting arcades. (NAICS 512131, 7111, 7112 part, 7113, 712 part, 713 part)	C
Colleges and professional schools	Colleges, universities, and professional schools; other advanced education. (NAICS 6112, 6113)	C
Schools, neighborhood (elementary and middle school)	Institutions of learning or instruction primarily catering to minors, whether public or private, which are licensed by either the county or the State of South Carolina. The definition includes nursery schools, kindergarten, elementary schools, middle schools or any special institution of learning under the jurisdiction of the State Department of Education catering to those age groups. This does not include charm schools, dancing schools, music schools or similar limited schools.	C
Public services	These uses include emergency service, buildings, or garages, (e.g., ambulance, fire, police, rescue, and public works) or other garages or areas where vehicles are stored and dispatched. (NAICS 62191, 92212, 92216, see "Office" uses, below)	P
Infrastructure, Transportation, Communications		
Local utility	Utility substations or transmission and local distribution facilities, including telephone, and all government-owned utilities. Not included are generation facilities, storage of combustibles, regional facilities, and landfills or mining operations. (NAICS 221122, 22121)	C
Temporary Uses		
Construction staging or plant	A concrete or asphalt batch plant, or metal forming and cutting facility assembled on the site or located no more than mile from the site where the construction of a particular road, infrastructure or building is to take place. Such facilities shall be removed within one year.	S
Contractor's office	Security guard buildings and structures, construction equipment sheds, contractor's trailers and similar uses incidental to a construction project. Limited sleeping and/or cooking facilities may also be permitted.	P

Roadside stands	Temporary structure used in the sale of agricultural produce, flowers or seafood. More than one vendor may sell at a single stand. All roadside stands must comply with the standards in Article 4, Section 4.3.100	C
<p>"P" indicates a Use that is Permitted By Right. "C" indicates a Use that is Permitted with Conditions. "S" indicates a Use that is Permitted as a Special Use.</p>		

ORDINANCE 2022/_____

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):
SECTIONS A.2.40 (PERMITTED ACTIVITIES), A.4.40 (PERMITTED ACTIVITIES),
A.5.40 (PERMITTED ACTIVITIES) TO REVISE THE LADY’S ISLAND COMMUNITY
PRESERVATION, LADY’S ISLAND NEIGHBORHOOD ACTIVITY CENTER, AND
LADY’S ISLAND PREOFSSIONAL OFFICE DISTRICTS TO INCLUDE SHORT-
TERM RENTALS AS A SPECIAL USE.**

WHEREAS, the Lady’s Island Community Preservation District, the Lady’s Island
Neighborhood Activity Center, and the Lady’s Island Professional Office District currently do not permit
short-term rentals; and

WHEREAS, an applicant requested that the Lady’s Island Community Preservation District
should allow short-term rentals as a special use; and staff recommended allowing short-term rentals as a
special use in the Lady’s Island Neighborhood Activity Center and the Lady’s Island Professional Office
District as well; and

WHEREAS, the Beaufort County Planning Commission considered the proposed amendments
on December 6, 2021, voting to recommend that County Council approve the proposed amendments; and

WHEREAS, County Council now wishes to amend the Community Development Code to allow
short-term rentals as a special use in the Lady’s Island Community Preservation District, the Lady’s
Island Neighborhood Activity Center, and the Lady’s Island Professional Office District;

NOW, THEREFORE be it ordained by County Council in meeting duly assembled as follows:

1. The Community Development Code is amended to to allow short-term rentals as a special use in
the Lady’s Island Community Preservation District, the Lady’s Island Neighborhood Activity
Center, and the Lady’s Island Professional Office District;
2. Staff is directed to make the changes to the Community Development Code and to report to all
persons necessary or helpful that the zoning has so changed.

Ordained this ___ day of _____, 2022

Joseph Passiment, Chairman

Sarah Brock, Clerk to Council

A.2.40 - Permitted Activities

The permitted uses are primarily residential. Limited nonresidential uses are allowed generally subject to the special use process. Uses not listed are prohibited. The following are descriptions of permitted uses, permitted accessory uses and structures for the LICP District:

Table A.2.40.A: Lady's Island Community Preservation Land Uses		
Land Use	Use Definition	Use Permission
Residential		
Single-family detached	Detached dwelling unit intended for only one family. Includes any one family dwelling unit, which complies with the Beaufort County Building Code.	C
Single-family cluster	Two or more single-family detached residential uses in a subdivision, or on an individual lot that include, as part of the subdivision or lot design, significant common open space that meets the standards in Article 2, Division 2.8.	C
Traditional Community Plan	See Article 2, Division 2.3 (Traditional Community Plans)	C
Multifamily	A building containing two or more dwelling units, specifically permitting duplexes, mansion apartments, and apartment houses.	C
Accessory dwelling unit	A second dwelling unit, clearly subordinate to the principal unit, either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete independent living facility. Maximum building size shall not exceed 50% of the principal unit's floor area.	C
Family compound	Form of traditional rural development which provides affordable housing for family members allowing additional family dwelling units on, and/or subdivisions of, a single lot owned by the same family for at least 50 years (see Article 2, Section 2.7.40).	C
Group home	Residential facility for nine or fewer mentally or physically handicapped persons providing care on a 24-hour basis and licensed by a state agency or department, or is under contract with a state agency or department, for that purpose.	C
Home occupation	A business, profession, occupation or trade located entirely within a residential dwelling, which does not change the essential character of the residential use.	C
Home business	A business operated out of a single-family residence and accessory structures that permits the employment of up to three unrelated individuals. This includes independent contractors operating from the facility. Farm workers are not included. Uses shall be limited to office and service types, carpentry, upholstery, woodworking, potteries, glasswork and other similar uses; wholesale or retail sales are prohibited on-premises.	C

Community Residence (dorms, convents, assisted living, temporary shelters)	See definition in Article 8, Table 3.1.70	S
Offices and Services		
Day care, family	A facility in a private home that is operated by one or more persons duly licensed or qualified to be licensed by the state for the purpose of providing child day care for one to not more than eight children at any one time, who are not relatives of the day care provider. (NAICS 62441)	P
Lodging: Short-Term Housing Rental (STHR)	A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive days. See specific use regulations in Article 4.1.360	S
Recreation, Education, Safety, Public Assembly		
Public services	These uses include emergency service, buildings, or garages, (e.g., ambulance, fire, police, rescue, and public works) or other garages or areas where vehicles are stored and dispatched. (NAICS 62191, 92212, 92216, see "Office" uses, below)	P
Religious establishments (large)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with or without schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having 15,000 or greater square feet of floor area (NAICS 813110).	S
Religious establishments (small)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with no schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having less than 15,000 square feet of floor area.	S
Local utility	Utility substations or transmission and local distribution facilities, including telephone, and all government-owned utilities. Not included are generation facilities, storage of combustibles, regional facilities, and landfills or mining operations. (NAICS 221122, 22121)	S
Outdoor recreation	1. Active recreational activities and supporting services including, but not limited to: jogging, cycling, tot lots, playing fields, playgrounds, outdoor swimming pools, and tennis courts (NAICS 7113); fishing clubs; marinas. 2. Passive recreational uses including, but not limited to: arboretums, wildlife sanctuaries, forests, areas for hiking, nature areas, and other passive recreation-oriented parks 3. Picnic areas, garden plots, and beaches.	C
Schools, neighborhood (elementary and middle school) and community (high schools)	Institutions of learning or instruction primarily catering to minors, whether public or private, which are licensed by either the county or the State of South Carolina. The definition includes nursery schools, kindergarten, elementary schools, middle schools, senior high schools or any special institution of learning under the jurisdiction of the state	S

	department of education catering to those age groups. This does not include charm schools, dancing schools, music schools or similar limited schools. (NAICS 6111)	
Infrastructure, Transportation, Communications		
Commercial communications towers	A tower, pole or similar structure, which supports a telecommunications antenna, operated for commercial purposes above ground in a fixed location, freestanding or guyed, or atop a structure. This does not include television antennas or satellite dishes. Towers for radio or television station use are regulated as regional utilities.	S
Temporary Uses		
Construction staging or plant	A concrete or asphalt batch plant, or metal forming and cutting facility assembled on the site or located no more than one mile from the site where the construction of a particular road, infrastructure or building is to take place. Such facilities shall be removed within one year.	S
Contractor's office	Security guard buildings and structures, construction equipment sheds, contractor's trailers and similar uses incidental to a construction project. Limited sleeping and/or cooking facilities may also be permitted.	P
Model homes sales office	A dwelling unit or modular unit in a subdivision used as a sales office for that subdivision.	P
Traditional Community Plan Uses		
Single-Family attached	A structure containing one dwelling unit on a single lot and connected along a property line to another dwelling unit on an adjoining lot by a common wall or other integral part of the principal building such as a breezeway or carport.	TCP
Live/Work	An integrated housing unit and working space, occupied and utilized by a single household in a structure that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes: complete kitchen, living, and sleeping space and sanitary facilities in compliance with the Building Code, and working space reserved for and regularly used by one or more occupants of the unit. Workspace is limited to a maximum fifty percent (50%) of the structure and located on the first floor with living space located to the rear or above. Activities are limited to those uses permitted in the underlying Zone in which the Live/Work unit is located.	TCP
General Retail 3,500 SF or less	Stores and shops that sell and/or rent goods and merchandise to the general public. This category does not include "Open Air Retail," "Vehicle Sales and Rental," or "Gas Stations/Fuel Sales."	TCP
Gas Stations/Fuel Sales	An establishment where petroleum products are dispensed for retail sale. This use may include a retail convenience store and/or a single bay carwash. It does not include towing, vehicle body or engine repair (see "Vehicle Services"), or overnight vehicle storage.	TCP
Restaurant, Café, Coffee Shop	A retail business selling ready-to-eat food and/or beverages for on- or off-premise consumption. These include eating establishments where customers are served from a walk-up ordering counter for either on- or off-premise consumption; and establishments	TCP

	where customers are served food at their tables for on-premise consumption, which may also provide food for take-out, but does not include drive-through services, which are separately defined and regulated. This use includes all mobile kitchens.	
General Offices & Services: 3,500 SF or less	<ol style="list-style-type: none"> 1. Bank/Financial Services. Financial institutions, including, but not limited to: banks, credit agencies, investment companies, security and commodity exchanges, ATM facilities. 2. Business Services. Establishments providing direct services to consumers, including, but not limited to: employment agencies, insurance agent offices, real estate offices, travel agencies, landscaping and tree removal companies, exterminators, carpet cleaners, and contractors' offices without exterior storage. 3. Business Support Services. Establishments providing services to other businesses, including, but not limited to: computer rental and repair, copying, quick printing, mailing and mailbox services. 4. Personal Services. Establishments providing non-medical services to individuals, including, but not limited to: barber and beauty shops, dry cleaners, small appliance repair, laundromats, massage therapists, pet grooming with no boarding, shoe repair shops, tanning salons, funeral homes. These uses may include incidental retail sales related to the services they provide. 5. Professional and Administrative Services. Office-type facilities occupied by businesses or agencies that provide professional or government services, or are engaged in the production of intellectual property. 	TCP
Animal Services: Clinic/Hospital	An establishment used by a veterinarian where animals are treated. This use may include boarding and grooming as accessory uses.	TCP
Day Care: Commercial Center (9 or more clients)	A state-licensed facility that provides non-medical care and supervision for more than 8 adults or children, typically for periods of less than 24 hours per day for any client. Facilities include, but are not limited to: nursery schools, preschools, after-school care facilities, and daycare centers.	TCP
Lodging: Bed & Breakfast (5 rooms or less)	The use of a single residential structure for commercial lodging purposes, with up to 5 guest rooms used for the lodging of transient guests and in which meals may be prepared for them, provided that no meals may be sold to persons other than such guests, and where the owner resides on the property as his/her principal place of residence.	TCP
Lodging: Bed & Breakfast (5 rooms or less)	The use of a single residential structure for commercial lodging purposes, with up to 5 guest rooms used for the purpose of lodging transient guests and in which meals may be prepared for them, provided that no meals may be sold to persons other than such guests, and where the owner resides on the property as his/her principal place of residence.	TCP
Lodging: Inn (up to 24 rooms)	A building or group of buildings used as a commercial lodging establishment having up to 24 guest rooms providing lodging accommodations to the general public. This includes the use of any dwelling unit for lodging accommodations on a daily or weekly rate to the general public.	TCP
Medical Service: Clinics/Offices	See definition in Article 8, Table 3.1.70	TCP

Community Oriented Cultural Facility (less than 15,000 SF)	Public or non-profit facilities that provide educational and cultural experiences for the general public, examples of which include: aquariums, arboretums, art galleries, botanical gardens, libraries, museums, planetariums, civic centers and theaters predominantly used for live performances, and zoos. May also include accessory retail uses such as a gift/book shop, restaurant, etc.	TCP
Community Residence (dorms, convents, assisted living, temporary shelters)	See definition in Article 8, Table 3.1.70	TCP
<p>"P" indicates a Use that is Permitted By Right. "C" indicates a Use that is Permitted with Conditions. "S" indicates a Use that is Permitted as a Special Use. "TCP" indicates a Use that is permitted only as part of a Traditional Community Plan under the requirements in Division 2.3</p>		

A.4.40 - Permitted Activities

The permitted uses are listed in Table A.3.40. A use not listed in Table A.3.40 may be permitted by the Director provided it is determined to be substantially similar to a listed use and complies with the purpose established for the LINAC District. All other uses are prohibited.

Table A.4.40.A: Lady's Island Neighborhood Activity Center Land Uses		
Land Use	Use Definition	Use Permission
Residential		
Commercial Apartment	One to four dwelling units located above a nonresidential structure on the same lot.	P
Live/Work Unit	An integrated housing unit and working space, occupies by a single household. Commercial activities are limited to those listed in this table.	P
Retail & Restaurants		
General Retail	Stores and shops that sell and/or rent goods and merchandise to the general public. Outdoor sales as a principal use is not permitted.	P
Delicatessens and restaurants	Establishment that serves food and beverages to persons seated within the building. Outside terrace or sidewalk seating is permitted subject to all other required codes. This use is limited to a seating capacity of 40 and does not include drive through service. Restaurants may have outdoor cafes on sidewalks or in courtyards.	C
Food stores	Establishments primarily engaged in retailing a general line of food, such as canned and frozen food; fresh fruits and vegetables; and fresh and prepared meats, fish, and poultry. Food stores are limited to 20,000 square feet.	C
Gas-convenience marts with no repair bays or facilities	There is no towing, vehicle body, engine repair, painting, or exterior overnight vehicle storage permitted with this use. Single-bay car washes associated with a gas convenience mart are permitted (NAICS 811191, 811192).	C
Retail plant nurseries	Establishments primarily engaged in retailing nursery and garden products, such as trees, shrubs, plants, seeds, bulbs, and sod that are predominantly grown elsewhere. These establishments may sell a limited amount of products they grow themselves. Outside storage is limited to plants (NAICS 444220).	P
Offices & Services		
Animal Services	Establishments primarily engaged in providing grooming, boarding, and veterinarian services.	P
Banks	Establishments primarily engaged in accepting demand and other deposits and making commercial, industrial, and consumer loans.	P

Business and Professional services	This use encompasses activities, without outdoor storage needs, that provide office and service functions to customers and other businesses.	P
Day care, commercial	All day care facilities not classified as "day care, family" and including more than eight children (NAICS 62441).	P
Lodging: Short-Term Housing Rental (STHR)	A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive days. See specific use regulations in Article 4.1.360.	S
Dry-cleaning and laundry services	Establishments primarily engaged in operating facilities with coin operated or similar self-service laundry and dry-cleaning equipment or establishments engaged in providing dry-cleaning services, except linen, uniform, carpets and upholstery (NAICS 812310 and 812320).	P
Personal service establishments	Establishments such as barber and beauty shops that provide appearance care services to individuals (NAICS 8121).	P
Quick service oil, tune-up, brake and muffler shops	Where maintenance repairs are made in fully enclosed bays, and where such repairs are typically completed in less than two hours.	C
Recreation, Education, Safety, Public Assembly		
Residential storage facility	A building or buildings consisting of individual, small, self-contained units that are leased or owned for the storage of household goods.	C
Government offices	This use is comprised of establishments primarily engaged in law enforcement, traffic safety, and fire protection (NAICS 92215 and 92216).	P
Religious establishments (small)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with no schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having less than 15,000 square feet of floor area.	C
Industrial		
Boat storage	This use is comprised of establishments primarily engaged in renting or leasing outdoor space for boat storage. These establishments provide secure space where clients can store and retrieve their boats.	C
Business storage	Any land or structure used for storage and holding of commercial business supplies, materials, equipment and products, that are necessary for conducting that business.	C
Light manufacturing, processing and packaging	A facility accommodating the assembly, fabrication, and conversion of already processed raw materials into products. Examples include artisan/craft product manufacturing, clothing and	C

	fabric product manufacturing, furniture and fixtures manufacturing, cabinet shops, media production, printing and publishing, and food preparation and packing.	
<p>"P" indicates a Use that is Permitted By Right. "C" indicates a Use that is Permitted with Conditions. "S" indicates a Use that is Permitted as a Special Use.</p>		

A.5.40 - Permitted Activities

The permitted uses are restricted to professional office, services, institutional and limited business uses. Uses not listed are prohibited. The following are descriptions of permitted uses, permitted accessory uses and structures for LIPO:

Table A.5.40: Lady's Island Professional Office District Land Use		
Land Use	Use Definition	Use Permission
Residential		
Family compound	Form of traditional rural development which provides affordable housing for family members allowing additional family dwelling units on, and/or subdivisions of, a single lot owned by the same family for at least 50 years.	P
Accessory dwelling unit	A second dwelling unit, clearly subordinate to the principal unit, either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility. Maximum building size shall not exceed 50% of the principal unit's floor area.	C
Offices and Services		
Office	<p>Building or buildings wherein operations are predominantly administrative, professional or clerical, and includes the following:</p> <ol style="list-style-type: none"> 1. Finance, banks, trusts, savings and lending. (NAICS 521, 522, 525, 533) 2. Security, commodity brokers and investment services. (NAICS 523) 3. Insurance carriers, agents, brokers, and services. (NAICS 524) 4. Real estate services. (NAICS 531) 5. Professional and technical services. (NAICS 5411-5419) 6. Business services. (NAICS 55, 5611-5616, 5619, 8139) 7. Health services. (NAICS 621) 8. Social services. (NAICS 624) (except care facilities) 9. Educational services, such as business schools (NAICS 6114), technological, and trade schools (excluding public and private schools defined as institutional). 10. Civic and social organizations. (NAICS 8132-34) 11. Agricultural support and services (offices only). (NAICS 115) 12. Governmental offices (NAICS 92 excluding public service). 13. Contractor's office without exterior storage. 	P
Services	<p>A wide variety of personal and commercial services including the following:</p> <ol style="list-style-type: none"> 1. Educational services. (NAICS 611 except 611512, 61162) 2. Social assistance. (NAICS 624) 3. Hospitals and medical laboratories (NAICS 339116, 62151, 62211, 62221, 62231), including general medical and surgical hospitals, and specialty hospitals, except alcoholism, drug, rehabilitation. 4. Kennel service and domestic veterinary clinics. (NAICS 11521) 5. Postal service buildings, except regional distribution centers, couriers and messengers. (NAICS 491, 492) 6. Miscellaneous repair services and shops. (NAICS 44311, 8112, 8113, 8114) 	P

	<p>7. Health and exercise clubs; dance studios. (NAICS 71394, 71399)</p> <p>8. Funeral homes. (NAICS 81221)</p> <p>9. Laundry services. (NAICS 8123)</p> <p>10. Personal services. (NAICS 8121, 8129)</p>	
Day care, commercial	All day care facilities not classified as "day care, family" and including more than eight children. (NAICS 62441)	P
Lodging: Short-Term Housing Rental (STHR)	A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive days. See specific use regulations in Article 4.1.360.	S
General auto repair & gasoline service stations w/ repair bays or facilities	Facilities where most types of servicing and repair can be performed on-site. Hand car wash/detailing businesses are permitted as part of, or separate from this use.	C
Government office	County, state, or federal office buildings or other facilities that are primarily devoted to public office uses or services. (NAICS 921, 92211, 92213, 923)	P
Quick service oil, tune-up, brake and muffler shops	Where maintenance repairs are made in fully enclosed bays, and where such repairs are typically completed in less than two hours.	C
Recreation, Education, Safety, Public Assembly		
Institutional Residential	<p>1. Convents or monasteries.</p> <p>2. Skilled nursing facility. Twenty-four hour care to ill persons in a controlled setting providing daily and medical care. Residents often have limited or no mobility. Requires licensing.</p> <p>3. Assisted living facility. Residential care facility catering to the frail elderly who require assistance with daily activities. Requires licensing.</p> <p>4. Independent living facility. Facility catering to more mobile, healthy senior adults. Individual living units may contain kitchens, while common dining is available. Planned recreation, housekeeping, transportation, etc may also be provided. Does not require licensing.</p> <p>5. Sheltered care facilities or group living facilities where the residents live in an institutional environment and are generally under the care or control of staff. All sheltered care, group care, and group homes, except emergency shelters and residential substance abuse facilities where total occupancy is more than eight, shall be considered institutional residential use. These residents would be members of an institution, have institutional care, or would be treated by staff in an institutional setting rather than living independently. (NAICS 623, 62422, 62423)</p> <p>6. Institutional housing where there is commercial rental or condominium ownership combined with any of the following: common food service, nursing, or health care. Assisted living facilities shall also be included. (NAISC 623311, 6239, 624229)</p> <p>7. Dormitories, fraternities, or sororities.</p> <p>8. Schools with live-in facilities on site, other than universities, colleges or preparatory schools. (NAICS 61111)</p>	C

Religious establishments (small)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with no schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having less than 15,000 square feet of floor area.	P
Religious establishments (large)	Establishments engaged in operating religious organizations, such as churches, religious temples and /or establishments primarily engaged in administering an organized religion or promoting religious activities with or without schools (except Sunday schools occupying no more than 50% of the floor area) as part of the complex and having 15,000 or greater square feet of floor area. (NAICS 813110)	S
Recreational institutional	Nonprofit organizations chartered to provide community-based recreational services.	P
Commercial amusement, indoor	Includes, but is not limited to: bowling alleys, indoor sports arenas, movie theaters, performing arts companies, indoor skating rinks (ice or roller), amusement game machine complex, pool halls, and shooting arcades. (NAICS 512131, 7111, 7112 part, 7113, 712 part, 713 part)	C
Colleges and professional schools	Colleges, universities, and professional schools; other advanced education. (NAICS 6112, 6113)	C
Schools, neighborhood (elementary and middle school)	Institutions of learning or instruction primarily catering to minors, whether public or private, which are licensed by either the county or the State of South Carolina. The definition includes nursery schools, kindergarten, elementary schools, middle schools or any special institution of learning under the jurisdiction of the State Department of Education catering to those age groups. This does not include charm schools, dancing schools, music schools or similar limited schools.	C
Public services	These uses include emergency service, buildings, or garages, (e.g., ambulance, fire, police, rescue, and public works) or other garages or areas where vehicles are stored and dispatched. (NAICS 62191, 92212, 92216, see "Office" uses, below)	P
Infrastructure, Transportation, Communications		
Local utility	Utility substations or transmission and local distribution facilities, including telephone, and all government-owned utilities. Not included are generation facilities, storage of combustibles, regional facilities, and landfills or mining operations. (NAICS 221122, 22121)	C
Temporary Uses		
Construction staging or plant	A concrete or asphalt batch plant, or metal forming and cutting facility assembled on the site or located no more than mile from the site where the construction of a particular road, infrastructure or building is to take place. Such facilities shall be removed within one year.	S
Contractor's office	Security guard buildings and structures, construction equipment sheds, contractor's trailers and similar uses incidental to a construction project. Limited sleeping and/or cooking facilities may also be permitted.	P

Roadside stands	Temporary structure used in the sale of agricultural produce, flowers or seafood. More than one vendor may sell at a single stand. All roadside stands must comply with the standards in Article 4, Section 4.3.100	C
<p>"P" indicates a Use that is Permitted By Right. "C" indicates a Use that is Permitted with Conditions. "S" indicates a Use that is Permitted as a Special Use.</p>		



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Zoning Map Amendment/Rezoning Request for 6.55 acres (R600 041 000 0172 0000) at 28 Buckingham Plantation Drive from T4 Hamlet Center Open to T4 Neighborhood Center</i>
MEETING NAME AND DATE:
<i>Natural Resources Committee Meeting, February 7, 2022</i>
PRESENTER INFORMATION:
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
ITEM BACKGROUND:
<i>This rezoning application went before the Beaufort County Planning Commission at their December 6, 2021 meeting. At that time the Commission voted seven (7) to two (2) to recommend approval of the proposed amendment to County Council.</i>
PROJECT / ITEM NARRATIVE:
<i>The applicant seeks to change the zoning of a 6.55-acre lot at 28 Buckingham Plantation Drive from T4 Hamlet Center Open (T4HC-O) to T4 Neighborhood Center (T4NC) (see attached map). The property is undeveloped. The applicant also owns the adjacent property to the west, which is zoned T4NC. The applicant plans to develop a mixed-use community using both properties and is seeking consistent zoning to avoid a split-zoning.</i>
FISCAL IMPACT:
<i>Not applicable</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommends approval.</i>
OPTIONS FOR COUNCIL MOTION:
<i>To approve or deny the zoning amendment for 28 Buckingham Plantation Drive from T4 Hamlet Center Open to T4 Neighborhood Center.</i>



MEMORANDUM

TO: Beaufort County Natural Resources Committee

FROM: Juliana Smith, Long Range Planner, Planning and Zoning Department

DATE: February 7, 2022

SUBJECT: Zoning Map Amendment/Rezoning Request for 6.55 acres (R600 041 000 0172 0000) at 28 Buckingham Plantation Drive from T4 Hamlet Center Open (T4HC-O) to T4 Neighborhood Center (T4NC); Applicant: Carmen Mihai

STAFF REPORT:

A. BACKGROUND:

Case No. CDPA-000016-2021

Owner/Applicant: Carmen Mihai

Property Location: Located at 28 Buckingham Plantation Drive

District/Map/Parcel: R600 041 000 0172 0000

Property Size: 6.55 acres

Current Future Land Use Designation: Urban Mixed Use

Current Zoning District: T4 Hamlet Center Open

Proposed Zoning District: T4 Neighborhood Center

B. SUMMARY OF REQUEST: The applicant seeks to change the zoning of a 6.55-acre lot at 28 Buckingham Plantation Drive from T4 Hamlet Center Open (T4HC-O) to T4 Neighborhood Center (T4NC) (see attached map). The property is undeveloped and fronts Bluffton Parkway. The applicant also owns the neighboring 5.44-acre property (R600 040 000 0825 0000) to the northwest, which is zoned T4 Neighborhood Center. The applicant plans to develop a mixed-use community using both parcels and is seeking consistent zoning to avoid a split-zoning.

C. EXISTING ZONING: The lot is currently zoned T4HC-O, which is a Sub-Zone of T4 Hamlet Center. T4 Hamlet Center is intended to integrate appropriate, medium-density residential building types in an environment conducive to walking and bicycling. It is a zoning district that is appropriate for more rural areas. The T4HC-O Sub-Zone provides for neighborhoods with a broader amount of retail and service uses in the scale and character of the T4 Hamlet Center zone.

- D. PROPOSED ZONING:** The T4NC district is intended to integrate vibrant main-street commercial and retail environments into neighborhoods, providing access to day-to-day amenities within walking distance, creating potential for a transit stop, and serving as a focal point for the neighborhood. This district is intended to create areas of higher intensity residential and commercial uses.
- E. COMPREHENSIVE PLAN FUTURE LAND USE MAP:** This 6.55-acre lot is designated Urban Mixed Use on the Future Land Use Map. The Comprehensive Plan states that future development in Urban Mixed Use should be compatible with the type and mix of land use currently found in the municipalities with an emphasis on infill and redevelopment, as well as walkable, mixed-use communities. Gross residential densities are between two and four dwelling units per acre with some denser pockets of development.
- F. ZONING MAP AMENDMENT REVIEW STANDARDS:** In determining whether to adopt or deny a proposed Zoning 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 2040 Comprehensive Plan designates this area as Urban Mixed Use. The development concept proposed is consistent with this designation and achieves the comprehensive plan goal of infill and redevelopment within Urban Mixed Use areas.

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

The proposed rezoning is consistent with the neighboring parcel to the west, which is zoned T4 Neighborhood Center. The rezoning request is not in conflict with the Development Code or the Code of Ordinances.

3. Addresses a demonstrated community need;

N/A.

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;

Overall, this portion of the Bluffton Parkway corridor is a mixed-use corridor including multifamily and commercial uses on the northern side of Bluffton parkway, and undeveloped land abutting the Old South PUD on the southern side of Bluffton parkway. The property to the south of the applicant's property is the Old South golf course included in an existing PUD. The properties directly across Bluffton Parkway are primarily comprised of the Edgewater apartment complex, zoned T4 Hamlet Center Open. On either side of Edgewater are C5 Regional Center Mixed-Use zoning districts comprised of commercial uses such as Tanger Outlets to the west and

a variety of shops, restaurants, and services uses to the east. The proposed rezoning is consistent with the surrounding land.

6. Would not adversely affect nearby lands;

This rezoning would be consistent with the character of nearby lands and would not adversely affect them.

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):

Water and sewer are available to service the property. Per the applicant’s narrative, the property will initially be served by septic systems with the intention to connect into sewer at “a future date to be determined.” However, the applicant reported during the December 6, 2021 Planning Commission meeting that the property would be directly connected to sewer without the use of septic systems. EMS and Fire facilities are located within a half-mile of the site.

G. STAFF RECOMMENDATION: The proposed zoning change from T4HCO to T4NC is consistent with the Future Land Uses laid out in the 2040 Comprehensive Plan and the surrounding character of the area. Staff recommends approval.

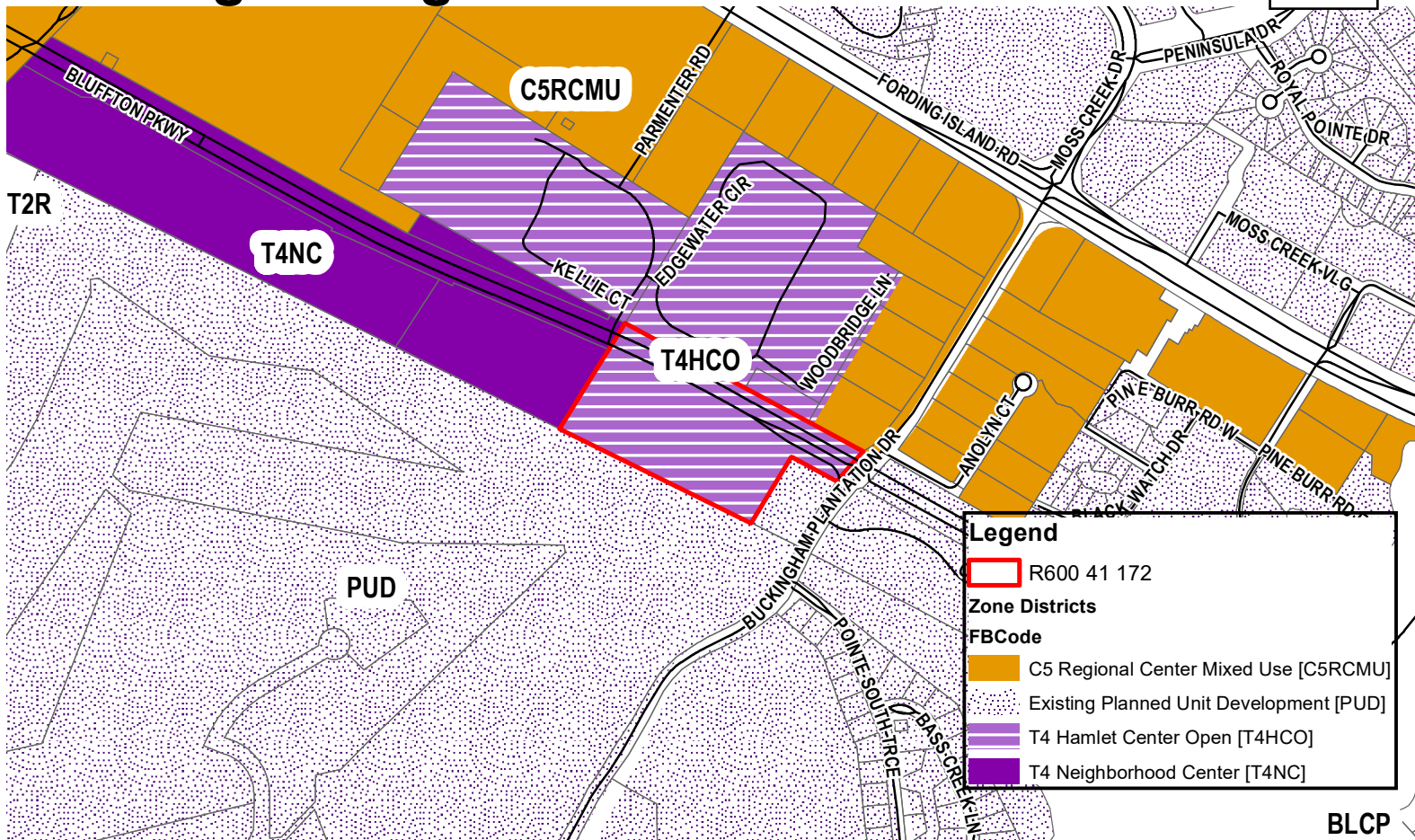
H. BEAUFORT COUNTY PLANNING COMMISSION: At the December 6, 2021 meeting of the Beaufort County Planning Commission, the Commission voted seven (7) to two (2) to recommend approval of the proposed zoning amendment.

I. ATTACHMENTS

- Zoning Map (existing and proposed)
- Location Map

Existing Zoning

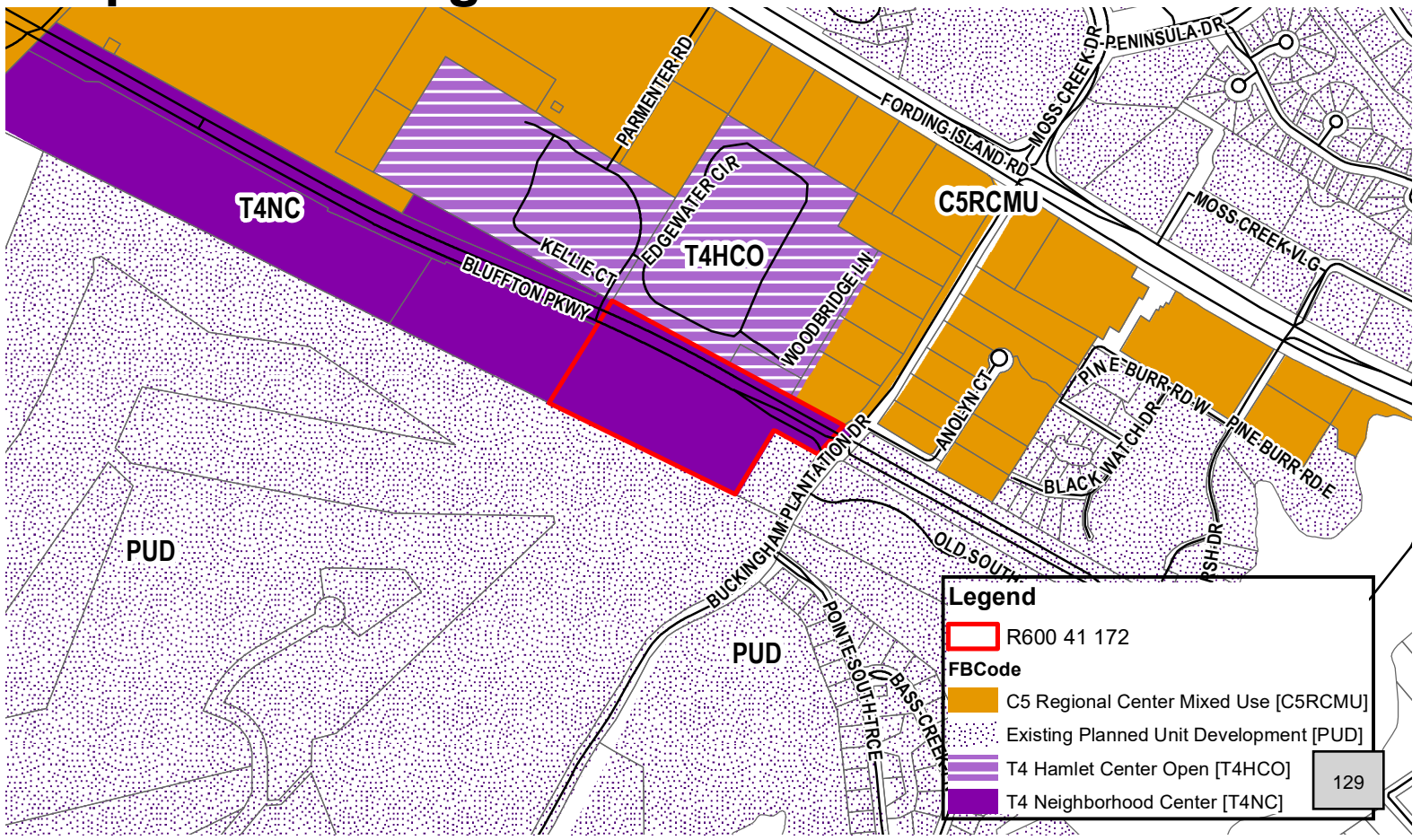
Item 15.



Legend

- R600 41 172
- Zone Districts**
- FBCode**
- C5 Regional Center Mixed Use [C5RCMU]
- Existing Planned Unit Development [PUD]
- T4 Hamlet Center Open [T4HCO]
- T4 Neighborhood Center [T4NC]

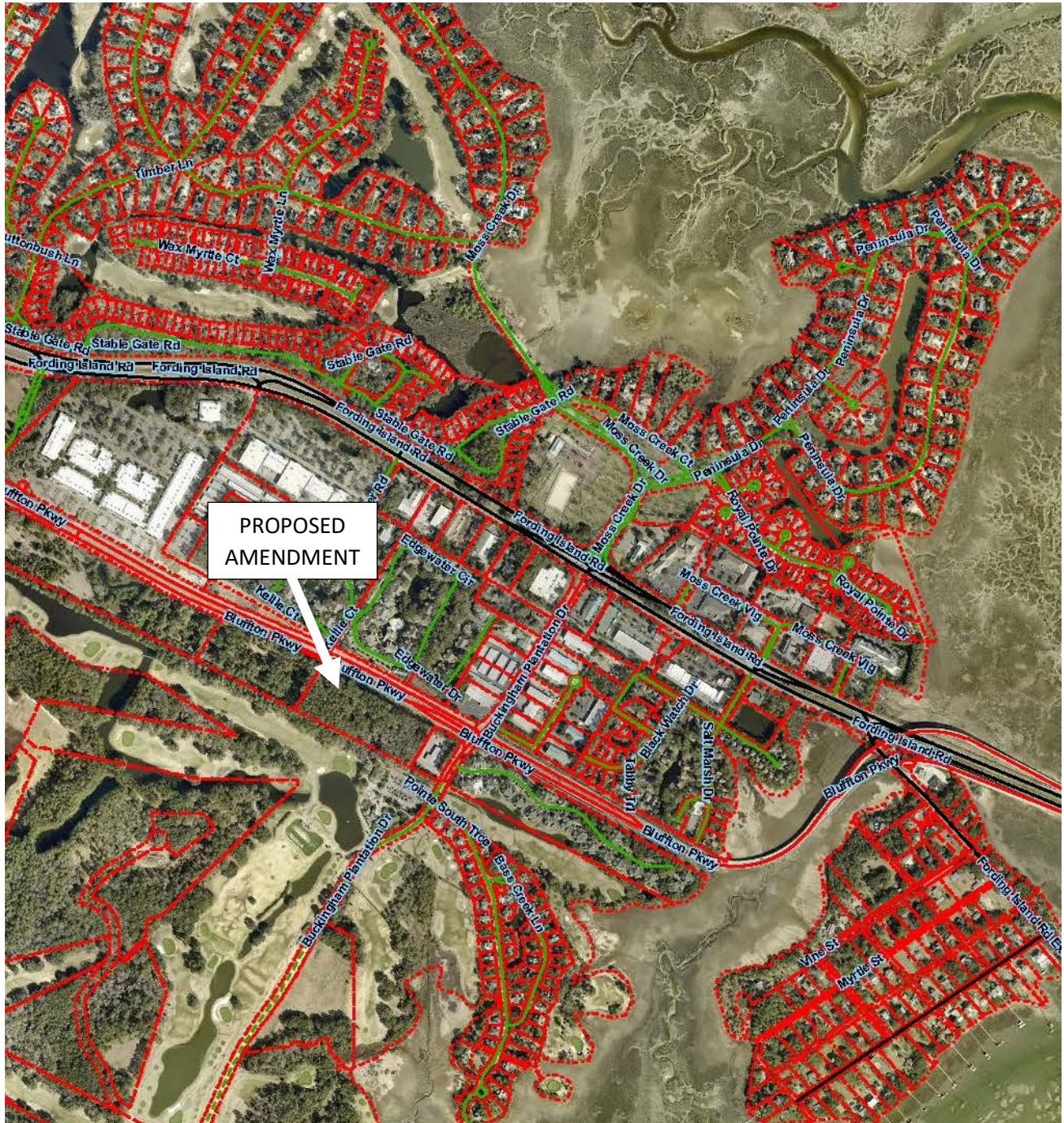
Proposed Zoning



Legend

- R600 41 172
- FBCode**
- C5 Regional Center Mixed Use [C5RCMU]
- Existing Planned Unit Development [PUD]
- T4 Hamlet Center Open [T4HCO]
- T4 Neighborhood Center [T4NC]

Location Map for 28 Buckingham Plantation Drive



ORDINANCE 2022/_____

ZONING MAP AMENDMENT/REZONING REQUEST FOR 6.55 ACRES (R600 041 000 0172 0000) AT 28 BUCKINGHAM PLANTATION DRIVE FROM T4 HAMLET CENTER OPEN TO T4 NEIGHBORHOOD CENTER.

WHEREAS, parcel ID number R600 041 000 0172 0000 is currently zoned as T4 Hamlet Center Open; and

WHEREAS, the owner of the parcel has requested to change the zoning from T4 Hamlet Center Open to T4 Neighborhood Center; and

WHEREAS, the Beaufort County Planning Commission considered the request on December 6, 2021, voting to recommend that County Council deny the request; and

WHEREAS, County Council now wishes to amend the zoning map to change the parcel’s zoning from T4 Hamlet Center Open to T4 Neighborhood Center.

NOW, THEREFORE be it ordained by County Council in meeting duly assembled as follows:

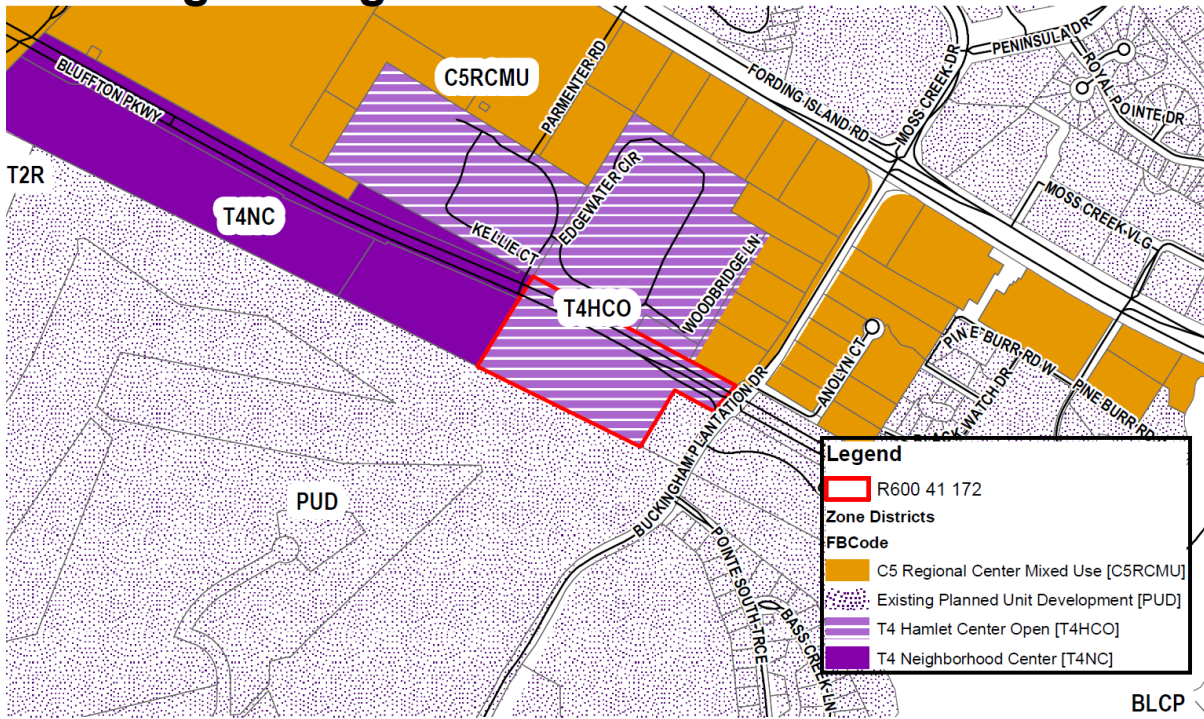
1. The zoning map of the County is hereby amended to reflect the zoning of Parcel ID Number R600 041 000 0172 0000 as T4 Neighborhood Center
2. Staff is directed to make the changes to the zoning map and to report to all persons necessary or helpful that the zoning has so changed.

Ordained this ___ day of _____, 2022

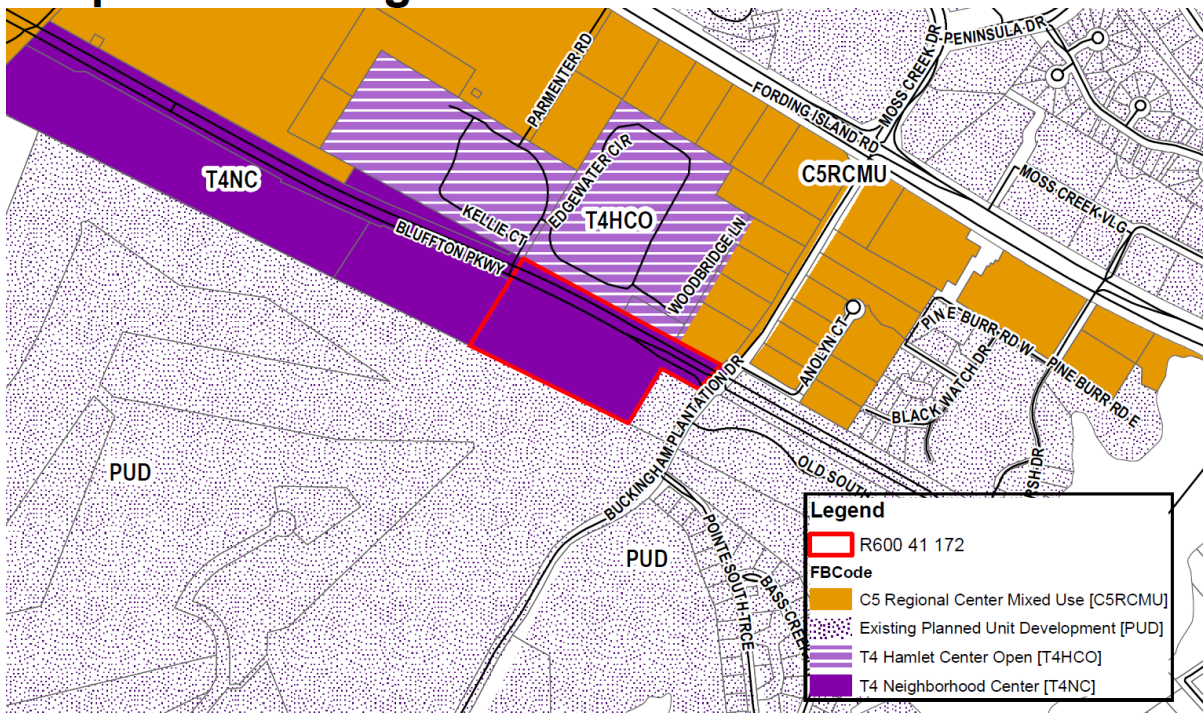
Joseph Passiment, Chairman

Sarah Brock, Clerk to Council

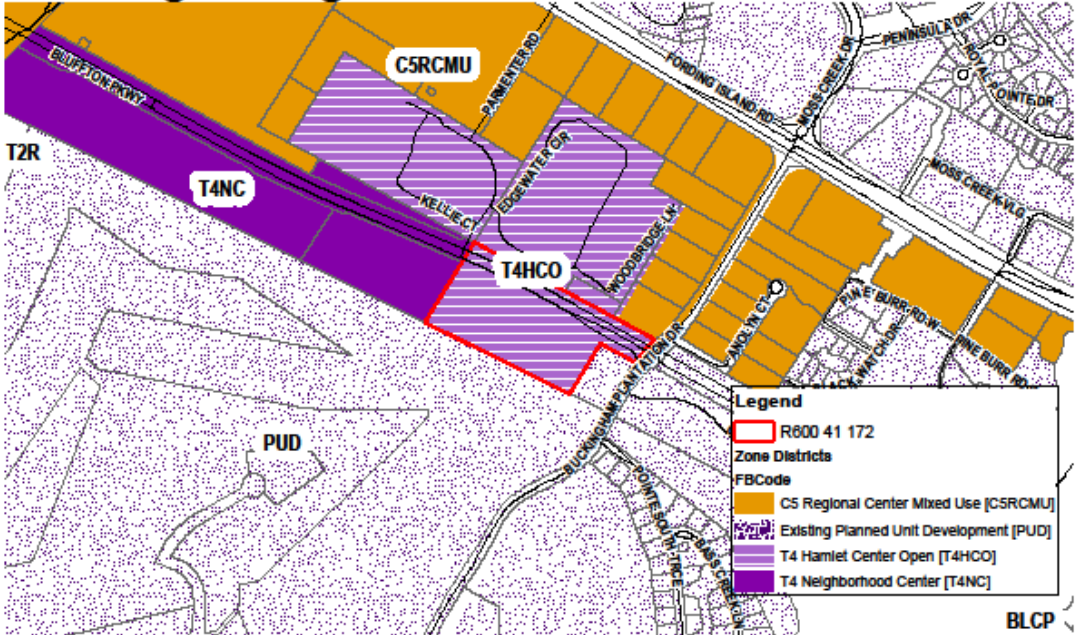
Existing Zoning



Proposed Zoning

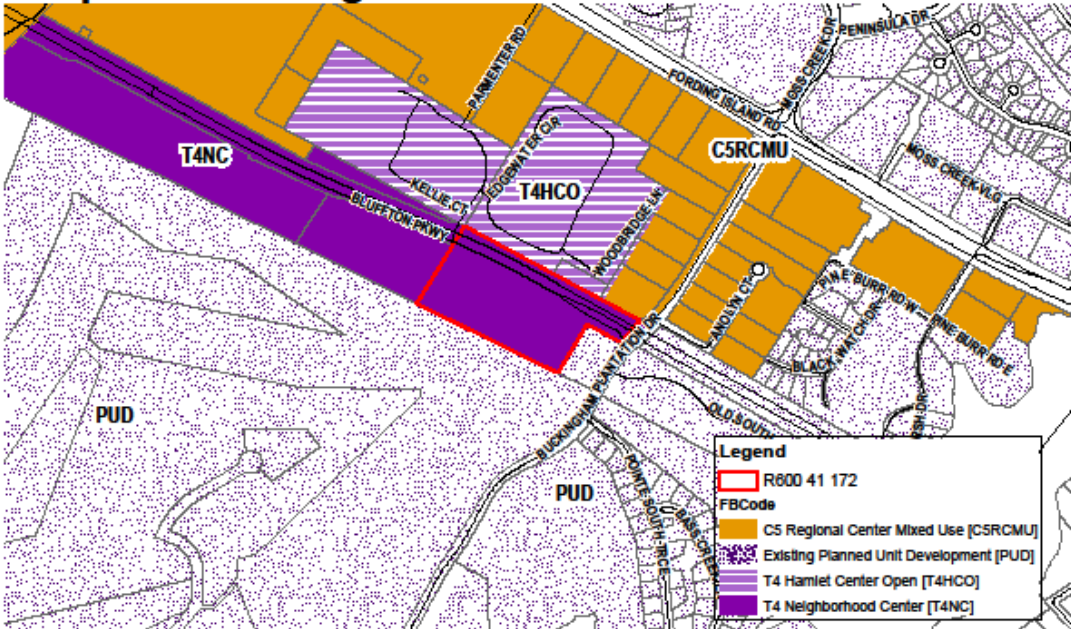


Existing Zoning

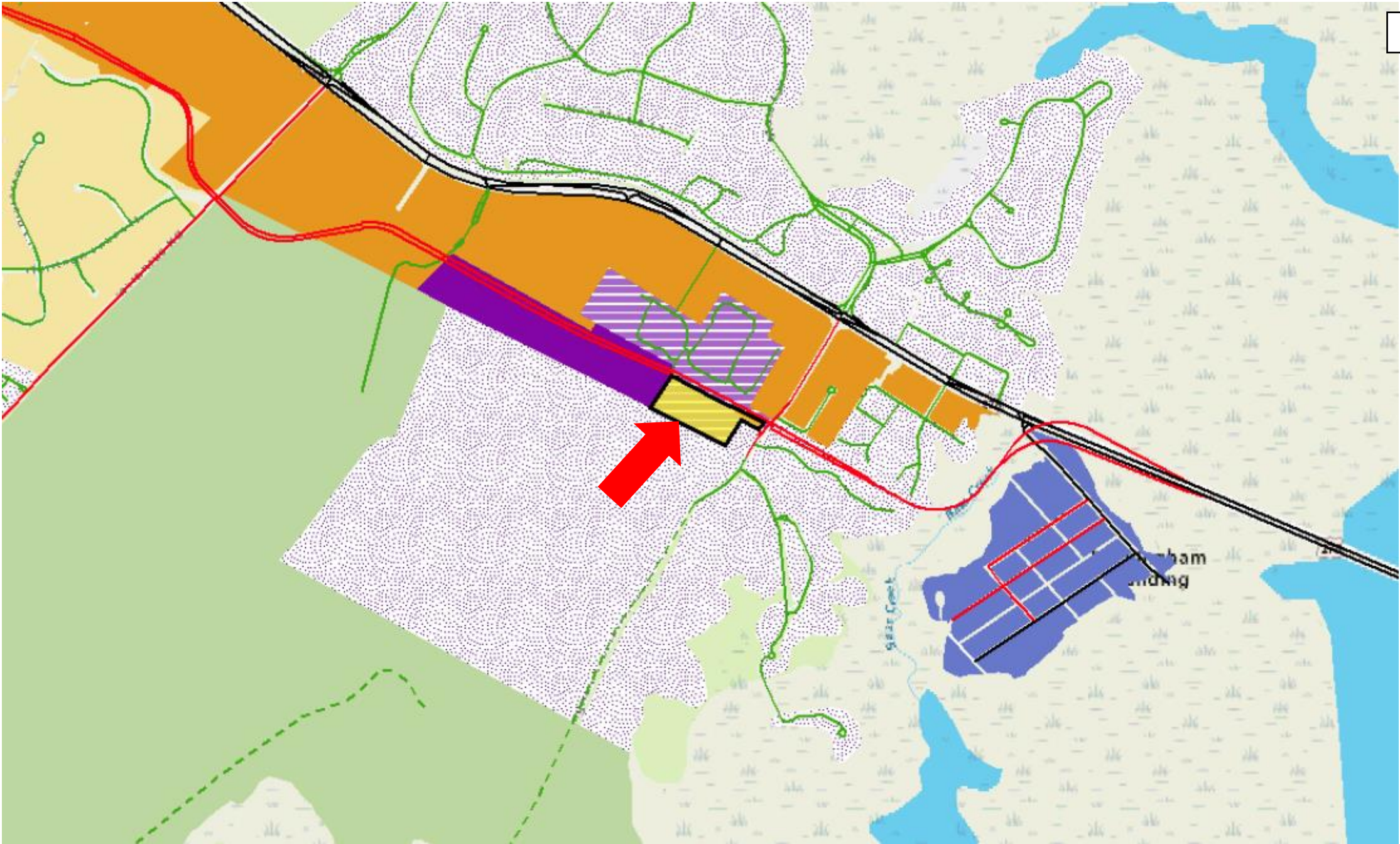


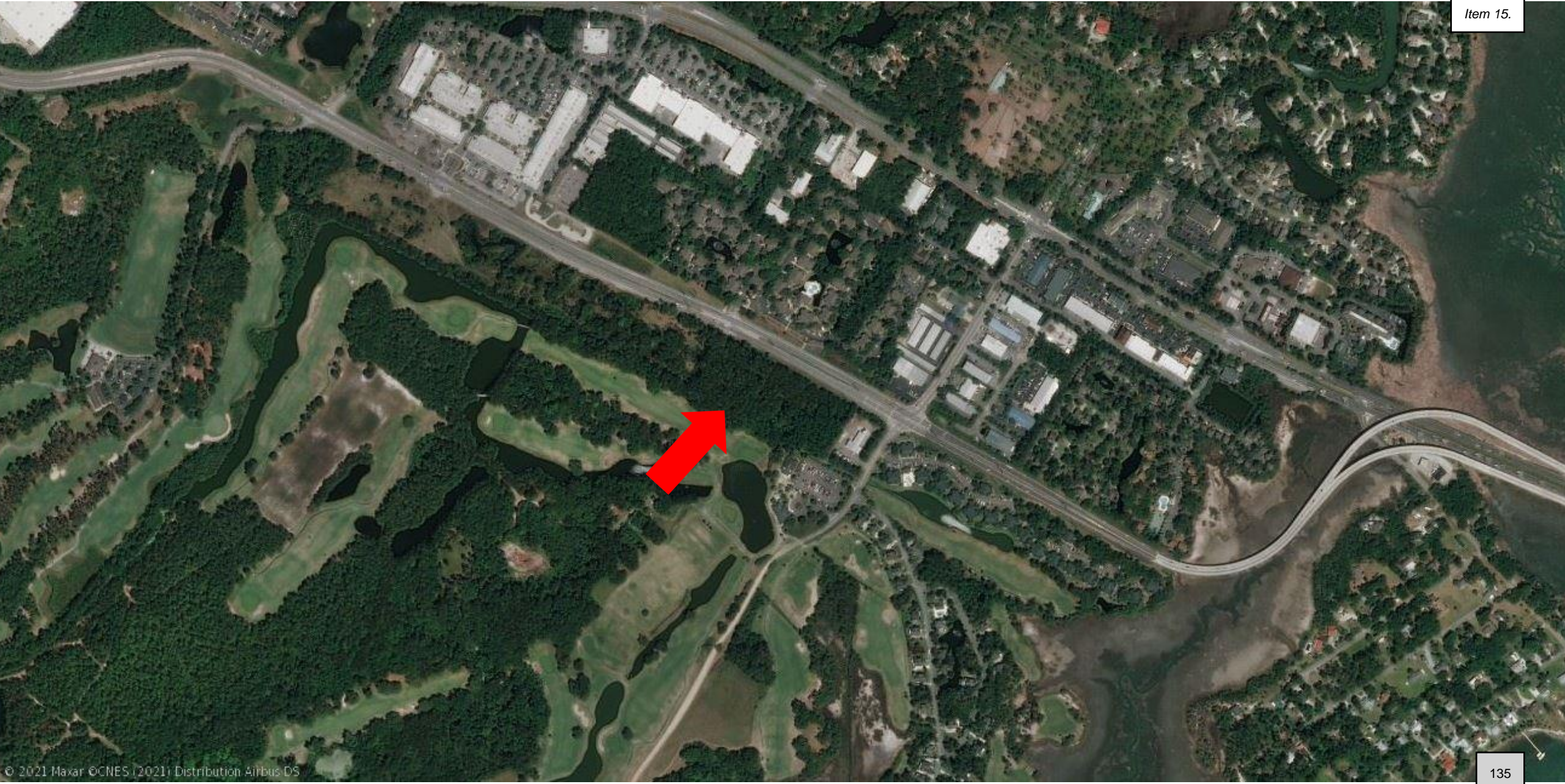
Zoning Map Amendment/Rezoning Request for 6.55 acres (R600 041 000 0172 0000) at 28 Buckingham Plantation Drive from T4 Hamlet Center Open to T4 Neighborhood Center

Proposed Zoning



Owner/Applicant: Carmen Mihai
Property Location: 28 Buckingham Plantation Drive
District/Map/Parcel: R600 041 000 0172 0000
Property Size: 6.55 acres
Current Future Land Use Designation: Urban Mixed Use
Current Zoning District: T4 Hamlet Center Open
Proposed Zoning District: T4 Neighborhood Center
Planning Commission: Recommends Approval







02/21/2021

© All P



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY WITH TMS NO. R200 010 000 0170 0000
MEETING NAME AND DATE:
Natural Resource Committee, February 7, 2022
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager and Brittany Ward, Deputy County Attorney (5 minutes)
ITEM BACKGROUND:
New item for consideration
PROJECT / ITEM NARRATIVE:
At the time of acquisition, the Pineview property and the adjacent vacant private residence were sharing the entry access drive. In 2021, the private residence was purchased by a new homeowner, who has requested to purchase the entry access drive from the County. County staff are in favor of this request to minimize private/public user conflicts and due to the planned relocation of the public access drive for the passive park.
FISCAL IMPACT:
Revenue to the County to be determined based on survey of entry access drive.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the ordinance
OPTIONS FOR COUNCIL MOTION:
Motion to approve the ordinance as written. Motion to amend the ordinance. Motion to deny the ordinance.

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY WITH TMS NO. R200 010 000 0170 0000

WHEREAS, Beaufort County (“County”) purchased real property and is the current fee simple owner of the real property known as Pineview Preserve with TMS No. R200 010 000 0170 0000 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on February 7, 2020, in Book 3835 Pages 926-935; hereinafter referred to as the “Property”; and

WHEREAS, the County purchased the Property through the Rural and Critical Lands Preservation Program for \$27,613.05 per acre and intends to develop a public passive park on the Property; and

WHEREAS, adjacent to the Property is the real property with TMS No. R200 010 000 0172 0000 and is currently owned by David and Anne Bukovich (“Residents”); hereinafter the “Adjacent Property”; and

WHEREAS, the County and Residents have been sharing an entry access drive, which is solely located on the Property, to both the Property and Adjacent Property; and

WHEREAS, the County desires to provide the citizens and visitors of Beaufort County with public access to the Property in the most direct and accessible manner possible with no potential user conflicts; and

WHEREAS, the Residents desire to purchase a portion of the Property to retain their existing private residence access to the Adjacent Property in the most direct and accessible manner possible with no potential user conflicts; and

WHEREAS, the Residents understand a survey will be used to determine the acreage of said entry access drive and the sale price will be proportional to the original per acre purchase price the County paid for the Property; and

WHEREAS, the County desires to convey the entry access drive to the Residents and retain temporary staff access until such time as the passive park is developed.

NOW, THEREFORE BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to execute the necessary documents to convey a portion of property owned by Beaufort County with TMS No. R200 010 000 0170 0000 to David and Anne Bukovich, of which the proceeds will be returned to the Rural and Critical Lands Preservation Program land acquisition fund.

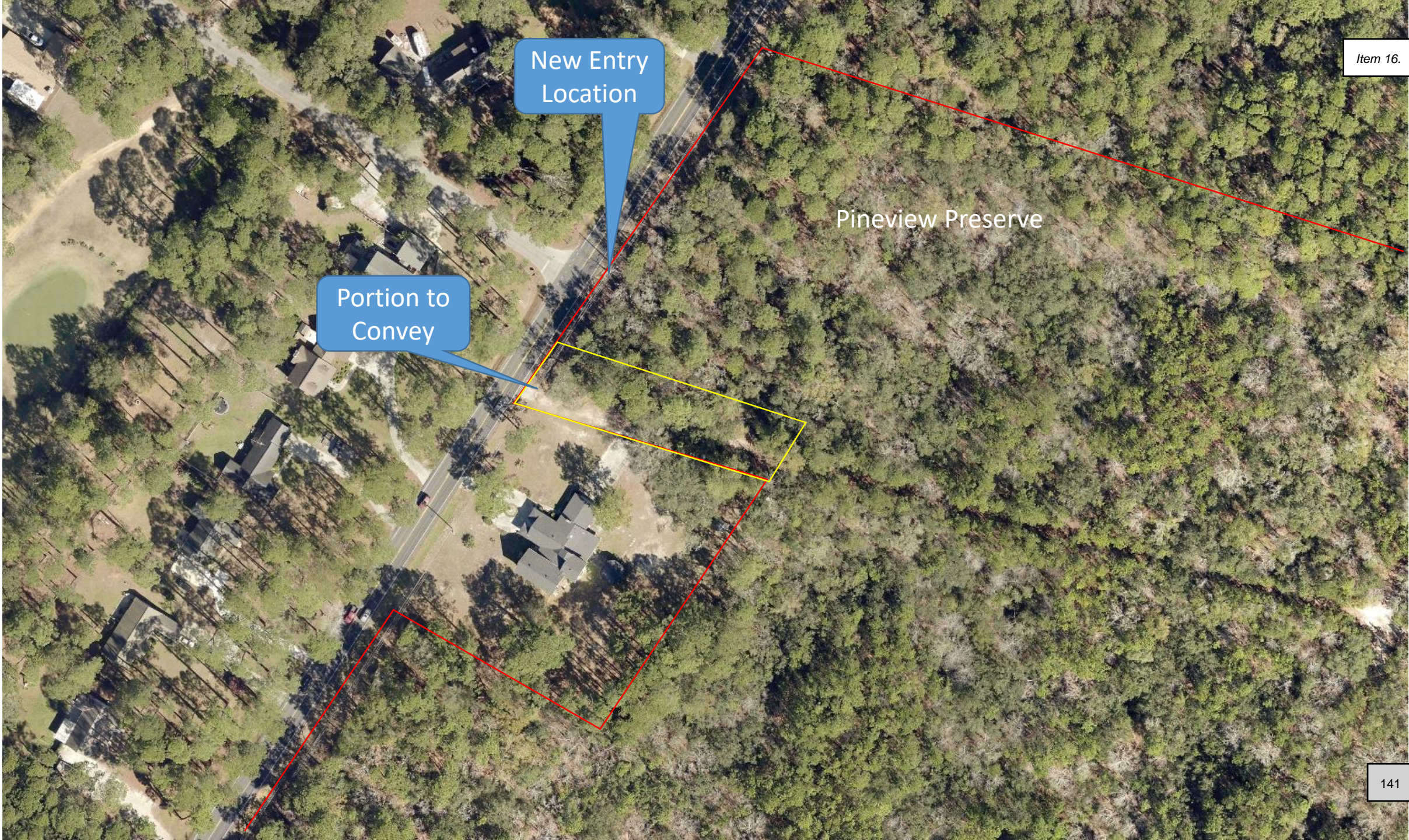
Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



New Entry Location

Portion to Convey

Pineview Preserve

ORDINANCE 2022/____

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2021/____ FOR THE FISCAL YEAR 2021-22 BEAUFORT COUNTY BUDGET TO PROVIDE FOR ADDITIONAL REVENUES AND APPROPRIATIONS FROM THE AMERICAN RESCUE PLAN ACT

WHEREAS, on June 30, 2021, Beaufort County Council adopted Ordinance No. 2021/____ which sets the County's FY 2021-2022 budget and associated expenditures; and

WHEREAS, the Federal government has allocated funding to each state (the “Funds”) under the American Rescue Plan Act (the “Act”); and

WHEREAS, Beaufort County received \$37,317,446 under the Act; and

WHEREAS, the Federal government has provided guidance on eligible uses of the Funds and within specified time frames for expenditure of the Funds; and

WHEREAS, Beaufort County seeks to expend the Funds according to these provisions; and

WHEREAS, Beaufort County identified numerous categories for appropriate expenditure of the Funds; and

WHEREAS, Beaufort County acknowledges some of the expenditures may need to be revised based on feasibility studies and the availability of items; and

WHEREAS, in the interest of good accounting practices and transparency in the budget process it is beneficial and necessary to amend the budget to reflect the receipt and appropriation of the Funds;

NOW, THEREFORE be it ordained by Beaufort County Council, in meeting duly assembled, that the FY 2021-2022 Beaufort County Budget Ordinance (Ordinance 2021/____) is hereby amended as follows:

1. Beaufort County adopts a multi-year budget for the Funds in the amount of \$37,317,446 to be expended through fiscal year 2027 according to expenditure categories identified in Exhibit “A”.
2. The County Administrator is authorized to make revisions between categories as projects or capital outlays become infeasible, unavailable or it otherwise is beneficial to change.

DONE this _____ day of March, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third Reading

Exhibit "A"

Beaufort County ARPA Expenditures:

Personnel	\$	3,557,446.00
Professional Services	\$	1,340,000.00
Interagency	\$	4,900,000.00
Infrastructure	\$	13,150,000.00
Equipment	\$	920,000.00
Buildings & Improvements	\$	13,450,000.00
Total	\$	37,317,446.00

Workforce	Item	Budget Retreat	Revisions	Recommendation	Budget Category	Notes	BC Totals
	1 Loan Payoff	1,000,000		1,000,000	Inter agency		Inter agency 4,900,000
	2 Recruitment	500,000		500,000	Inter agency		Bldgs & Improvs 13,450,000
	3 Nursing Pilot	700,000		700,000	Inter agency		Infrastructure 13,150,000
	4 SOLO Housing	1,200,000		1,200,000	Inter agency		Equipment 920,000
	5 Headhunter	200,000	(200,000)	-		Per EG, GF budget	Prof Svcs 1,340,000
	6 Cybersecurity	500,000		500,000	Buildings & Improvements		Personnel 3,557,446
				3,900,000			
EMA	1 Station Alerting	2,500,000		2,500,000	Buildings & Improvements		37,317,446
				2,500,000			
Good Neighbor	1 Muni's	3,000,000	(1,500,000)	1,500,000	Inter agency		
				1,500,000			
Recreation	1 Splash Pad	1,250,000	(1,250,000)	-			
	2 New Riverside	1,000,000		1,000,000	Infrastructure		
	3 Burton Wells	1,000,000		1,000,000	Buildings & Improvements		
	4 Recon Era Ntnl Park	350,000		350,000	Infrastructure		
	5 St Helena		1,000,000	1,000,000	Buildings & Improvements		
				3,350,000			
Innovation	1 Broadband	500,000		500,000	Infrastructure		
	2 Starlink	200,000		200,000	Professional Services		
	3 EV's	1,200,000	(500,000)	700,000	Equipment		
				1,400,000			
Public Health	1 Health Clinic-Garden's Corner	1,000,000		1,000,000	Buildings & Improvements		
	2 Health Clinic - St Helena	1,000,000		1,000,000	Buildings & Improvements		
	3 Health Clinic - DI	1,000,000		1,000,000	Buildings & Improvements		
	4 Tele-health	1,000,000		1,000,000	Professional Services		
	5 PPE Supplies		25,000	25,000	Equipment		
				4,025,000			
Infrastructure	1 General	8,000,000	(200,000)	7,800,000	Infrastructure		
	2 Water & Sewer	3,000,000		3,000,000	Infrastructure		
	3 IT Data Center	400,000		400,000	Buildings & Improvements		
	4 Ferry	500,000		500,000	Infrastructure		
				11,700,000			
Enterprise & Capital	1 Airport	2,000,000	(500,000)	1,500,000	Buildings & Improvements		
	2 Solid Waste & Recycling	2,000,000		2,000,000	Buildings & Improvements		
	3 Garage	1,000,000		1,000,000	Buildings & Improvements		
	4 DI Improvements	300,000		300,000	Buildings & Improvements		
	5 Farmer's Co-Op		250,000	250,000	Buildings & Improvements		
				5,050,000			
TP's & Staff	1 Consultant	125,000		125,000	Prof Services		
	2 Project Mgr	520,000		520,000	Personnel		
	3 Fiscal Mgr	260,000		260,000	Personnel		
	4 COVID Pay		2,537,446	2,537,446	Personnel		
	5 Health Services Coordinator		240,000	240,000	Personnel		
				3,682,446			
Already done but not above	1 Motorgrader		195,000	195,000	Equipment		
	2 Consultant - Lobeco Site		15,000	15,000	Prof Services		
				210,000			
Total		37,205,000	112,446	37,317,446			



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
An Ordinance for FY2022 Local Accommodations & Local Hospitality Tax Grant Awards
MEETING NAME AND DATE:
Finance Committee, February 22, 2022
PRESENTER INFORMATION:
Shannon Milroy, Grants Accountant 10 minutes
ITEM BACKGROUND:
Beaufort County started the Local Accommodation Tax and Local Hospitality Tax application process in October of 2021, with the closing of applications on December 31, 2021. 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. Attached are the Committee's recommendations along with the Ordinance to disburse FY2022's allocations.
PROJECT / ITEM NARRATIVE:
The Local Accommodation Tax Fund budgeted \$2,579,920 to award, and Local Hospitality Tax Fund budgeted \$2,396,736 to award for combined total of \$4,976,656 available to award for 2022
FISCAL IMPACT:
Recommendations of \$2,149,808 to be provided out the Local Accommodations Tax Fund and the Local Hospitality Tax Fund
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of recommendations & move to full Council for approval
OPTIONS FOR COUNCIL MOTION:
Approve the motion for First Reading at the next County Council meeting. or Deny the motion.

ORDINANCE NO. 2022/ ____

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, 2022.

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 October of 2021, with the closing of applications on December 31, 2021. 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 LOCAL ACCOMMODATIONS AND HOSPITALITY TAX GRANT APPLICANTS

2021-2022

Organization	Event/Project	Amount Requested	Amount Recommended	Awarded % of Ask	Notes
1 Beaufort Co. Passive Parks	Whitehall Park Construction	\$ 560,478	\$ 560,478	100.0%	Full Award for construction of park.
2 Beaufort Co. Passive Parks	Okatie River Park Construction	\$ 615,562	\$ -	0.0%	Project deemed not enough of a tourist draw to fund.
3 Beaufort Co. Public Works	Annual Boat Landing Maintenance	\$ 200,000	\$ 200,000	100.0%	Full Award for Maintenance/Infrastructure Costs
4 Beaufort Co. Parks & Recreation	Burton Wells Pickleball	\$ 560,000	\$ 200,000	35.7%	Partial Award; \$617,400 was budget submitted, \$140,000 awarded by State ATAX, balance is \$477,400. Allocation for approximately half of balance.
5 Beaufort County	Daufuskie Island Beach Access	\$ 250,000	\$ 250,000	100.0%	Full Award. Daufuskie Island is a tourist draw and better infrastructure is needed to support those visiting and accessing the island.
6 Friends of the Spanish Moss Trail	Ribaut Road Crossing	\$ 125,000	\$ 125,000	100.0%	Full Award; SMT is County owned and this portion of the project lies within County jurisdiction with the exception of a small portion of asphalt paving.
7 Friends of Beaufort County Library	Annual Book Sale	\$ 15,000	\$ -	0.0%	Installation on a facility owned by another entity was questionable. FOBL should pursue funding from the City of Beaufort.
8 Penn Center	Phase II	\$ 1,200,000	\$ -	0.0%	Funds from 2019 Award unspent; ineligible for further funding at this time.
9 Beaufort Executive Airport	Terminal Exterior Rejuvenation	\$ 75,000	\$ 75,000	100.0%	Full Award for exterior renovations
10 Beaufort Co. Facility Management	Public Boat Landings Study	\$ 162,966	\$ -	0.0%	Funding a study deemed outside the scope of allowable ATAX/HTAX allocations
11 Hilton Head Island Airport	Air Service Marketing	\$ 30,000	\$ 30,000	100.0%	Full Award for marketing expenses; Funds must be used as part of the airport's match for their larger grant application.
12 Beaufort Co. Engineering	Broad River Fishing Pier - Phase II	\$ 230,000	\$ 230,000	100.0%	Full Award to complete Phase II of this project. Phase I was funded with ATAX funds.
13 Friends of Beaufort County Library	StoryWalk	\$ 10,000	\$ -	0.0%	All signs will be installed within the City of Beaufort; final sites not yet determined. City of Beaufort has not been approached for ATAX funding.
14 Friends of Port Royal Cypress Wetlands	Trail Map Brochure_Birthday for the Birds 2022	\$ 2,060	\$ 1,375	66.7%	Partial Award for marketing funds; other items in budget unallowable.
15 HHI St. Pat's Parade Foundation	2022 St. Patrick's Day Parade	\$ 10,000	\$ 10,000	100.0%	Full award; Conditional based on detailed budget being submitted and costs being allowable.
16 Daufuskie Island Foundation	Daufuskie Day Celebration	\$ 15,000	\$ 12,600	84.0%	Full Award for marketing expenses; Allocation based on revised budget submitted with reduced ask.
17 Beaufort Co. Black Chamber of Commerce	Kentucky Derby 2022	\$ 34,700	\$ -	0.0%	Reporting incomplete, previous awards unspent; Ineligible for Further Awards
18 Beaufort Co. Black Chamber of Commerce	Travel Professionals of Color Conference	\$ 33,645	\$ -	0.0%	Reporting incomplete, previous awards unspent; Ineligible for Further Awards
19 Beaufort Co. Black Chamber of Commerce	Southeast Business Summit	\$ 30,500	\$ -	0.0%	Reporting incomplete, previous awards unspent; Ineligible for Further Awards
20 Beaufort Co. Black Chamber of Commerce	Black Moses Freedom Festival	\$ 44,500	\$ -	0.0%	Reporting incomplete, previous awards unspent; Ineligible for Further Awards
21 Beaufort Co. Black Chamber of Commerce	Art for Art's Sake	\$ 17,000	\$ -	0.0%	Reporting incomplete, previous awards unspent; Ineligible for Further Awards
22 Port Royal Sound Foundation	Port Royal Sound Foundation Research Campus	\$ 442,000	\$ -	0.0%	Reporting incomplete, previous awards unspent; Ineligible for Further Awards
23 Sea Turtle Patrol HHI	Sea Turtle Hospitality Event	\$ 5,000	\$ 5,000	100.0%	Full award for marketing expenses
24 Beaufort Area Hospitality Association	2023 Beaufort Oyster Festival	\$ 20,000	\$ 20,000	100.0%	Full award for marketing, police, fire and security costs. City of Beaufort co-sponsors event and contributes in-kind services.
25 Pat Conroy Literacy Center	Pat Conroy Literacy Center	\$ 294,375	\$ 134,000	45.5%	Partial award; Allocation is the only allowable cost included in application budget. City of Beaufort has not been previously approached for ATAX funds.
26 Gullah Museum of HHI	Gullah Museum Migrant House Renovation Project	\$ 50,000	\$ 36,875	73.8%	Partial Award; Full request not justified in application. Allocation encompasses the expense outlayed in submitted budget.
27 First African Baptist Church of Beaufort	Repair and Preservation of Church	\$ 272,300	\$ 259,480	95.3%	Partial Award; amount reduced by \$12,820 due to unallowable expenses of fiscal agent and grant manager. Church congregation has donated all previous funding.
28 Tabernacle Baptist Church	Completion of the Harriet Tubman Monument	\$ 297,000	\$ 250,000	84.2%	Partial Award; Some expenses in budget unallowable. Amount based on County Council recommendation.
29 Beaufort Co. Engineering	Wimbee Creek Fishing Pier	\$ 800,000	\$ -	0.0%	Demolition on its own is not an allowable expense.
Total Applications: 29		\$ 6,402,086	\$ 2,399,808	37.5%	
TOTAL AVAILABLE (ATAX & HTAX):		\$ 4,976,656			
Recommended Awards Total:		\$ (2,399,808)			
Total Amount Remaining in Both Funds:		\$ 2,576,848			

Item 18.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Adoption of an Impact Fee Ordinance for Emergency Medical Services</i>
MEETING NAME AND DATE:
Finance Committee – February 22, 2022
PRESENTER INFORMATION:
<i>Eric Greenway, Beaufort County Administrator</i> <i>20 minutes needed for presentation.</i>
ITEM BACKGROUND:
<i>Beaufort County contracted with the firm Tischler Bise to assist them in updating their impact fee ordinance, which was originally adopted in 1999. The original impact fee ordinance addresses parks and recreation facilities, library facilities, roads, and fire facilities. Tischler Bise was asked to add EMS services. This ordinance applies to all of Beaufort County except for the Town of Hilton Head Island.</i>
PROJECT / ITEM NARRATIVE:
<i>The attached impact fee ordinance address Emergency Medical Services. Parks, libraries, and fire impact fees are covered under a separate ordinance on this meeting's agenda. County Engineering staff are currently refining the road facilities impact fee ordinance for both north and south of the Broad River and will present these revisions to the Finance Committee at a future meeting.</i>
FISCAL IMPACT:
<i>Over the next 10 years the impact fee is projected to produce \$4,190,284 in revenue.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval.
OPTIONS FOR COUNCIL MOTION:
<i>To approve or deny the Impact Fee Ordinance for Emergency Medical Services</i>

ORDINANCE 2022/ ____

AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING AN EMERGENCY MEDICAL SERVICES ("EMS") DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW DEVELOPMENT IN THE COUNTY EXCEPT FOR NEW DEVELOPMENT IN THE TOWN OF HILTON HEAD ISLAND; TO ENSURE THAT EMS FACILITIES (EMS STATIONS AND EMERGENCY VEHICLES) WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM NEW DEVELOPMENT IN THE COUNTY (EXCEPT WITHIN HILTON HEAD ISLAND) BASED ON THE COUNTY'S LEVEL OF SERVICE STANDARDS FOR EMS FACILITIES AND CAPITAL IMPROVMENTS PLAN (CIP), AND TO ASSIGN THE COSTS OF SUCH EMS FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW DEVELOPMENT;

WHEREAS, Beaufort County ("County") has experienced population growth and development for the past 30 years, and projections indicate that population growth and development will continue at a reasonable rate into the future; and

WHEREAS, the County has experienced the impacts on public facilities resulting from this population growth and development; and **WHEREAS**, population and growth estimates for the County over the next 10 years indicate there will be a need for additional Emergency Medical Services ("EMS") facility system improvements (EMS stations and emergency vehicles) due to population growth and development; and

WHEREAS, the County has defined a level of service standard for EMS facilities (EMS stations and ambulances); and

WHEREAS, this level of service standard and the projected population growth and development identifies these EMS facility system improvement needs in a capital improvement (CIP) over the next 10 years; and

WHEREAS, the cost of these EMS facility system improvement needs is significant and expensive; and

WHEREAS, if property taxes, or bonds (backed only by property taxes,) are used to finance the new EMS facility system improvements (EMS stations and emergency vehicles) needed to accommodate the demand generated by new development in the County (excluding Hilton Head Island), they would be largely paid for by existing residents and businesses that have already paid for much of the EMS facility system improvements that they utilize; and

WHEREAS, the County Council finds that it is fair and equitable for new development in the County (excluding Hilton Head Island) to fund new EMS facility system improvements, in part, through a proportionate share EMS development impact fee; and

WHEREAS, the County Council finds the EMS development impact fee will be imposed uniformly on all similar residential and nonresidential use types, regardless of the location of the development; and

WHEREAS, the County Council has given ample consideration to the provision and financing of EMS facility system improvements, it hereby finds and declares that the establishment and adoption of the EMS development impact fee imposed on new development is proportionate, and based on a CIP that is based on the EMS facility system improvements needed to provide EMS facilities to accommodate new development in the County; and

WHEREAS, because the County (within the unincorporated County) the cities and towns within the County are authorized to impose and collect EMS development impact fees within their respective jurisdictions; and

WHEREAS, the County and municipalities which have entered into intergovernmental agreements with the County (“participating municipalities”) have taken or may take appropriate action to impose the EMS development impact fee in their jurisdictions, and coordinate the imposition and collection of the fee with the County through intergovernmental agreements, which they are authorized to execute; and

WHEREAS, the intergovernmental agreements, this Ordinance, and the impact fee procedures in Section 82-21 et seq., of the County Code, will ensure that the EMS development impact fee funds collected are spent for EMS facility system improvements identified in the CIP that are designed to serve new development in the service area in which they are located; and

WHEREAS, the County Council deems it advisable to adopt this EMS development impact fee.

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

ARTICLE IX. EMERGENCY MEDICAL SERVICES FACILITIES

SECTION 82-300. ADOPTION AND IMPOSITION OF EMS IMPACT FEES.

Pursuant to Ordinance No. 2022/ ___ and the impact fee procedures in Section 82-21 et seq., of the County Code, this EMS development impact fee shall be adopted and imposed on all new development in the unincorporated area and within participating municipalities, in accordance with the procedures and requirements of this Ordinance and the intergovernmental agreements the County has entered into with these municipalities.

SECTION 82-301 ESTABLISHMENT OF SERVICE AREA.

There is one service area for EMS development impact fees. The service area includes the entire County (except for the Town of Hilton Head Island) and is known as the “EMS Service Area”.

SECTION 82-302. INCORPORATION OF SUPPORT STUDY.

The County and the participating municipalities rely on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for EMS development impact fees, and the capital improvement plan (CIP) for EMS facility system improvements set out in Capital Improvement Plan and Development Impact Fee Study prepared by TischlerBise, dated July 27, 2020 (hereinafter “EMS development impact fee study and CIP”). The EMS development impact fee study and CIP are incorporated herein by reference. The EMS development impact fee study and CIP sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on EMS facility system improvement needs.

SECTION 82-303. IMPOSITION OF EMS IMPACT FEES.

- (a) The EMS development impact fee shall be imposed on all new development in the unincorporated County and within the participating municipalities, unless the development is exempted, or an exception or waiver is granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33 (3)c, of the County Code.
- (b) The EMS development impact fee shall be paid prior to issuance of a building permit, or if a building permit is not required, prior to construction of the dwelling unit, or prior to issuance of a development permit for the dwelling unit, as appropriate.

SECTION 82-304. EMS DEVELOPMENT IMPACT FEE SCHEDULE.

- (a) Pursuant to this Ordinance and the intergovernmental agreements between the County and the participating municipalities, and in accordance with the impact fee procedures in Section 82-21 et seq., of the County Code, the State Development Impact Fee Act, and the EMS development impact fee study and CIP, EMS impact development fees shall be imposed in the EMS Service Area referenced above.
- (b) The following general procedure shall be followed upon receipt of an application for a building permit for new development:
 - 1) Determine if any of the dwelling units qualify for a discount as “affordable housing” in accordance with Sec. 82-33 (3)c, of the County Code, and if so the number of those dwelling units and the amount of the discount;
 - 2) Determine whether the applicant has applied for an Individual Assessment of Development Impact in accordance with Sec. 82-86.
 - 3) If an Individual Assessment of Development Impact is not approved, or not applied for:

- i) For residential development, identify the number of dwelling units and the square feet in size of each dwelling unit and calculate the fee based on Table 1: EMS Development Impact Fee Schedule; and
 - ii) For nonresidential development, identify the type of nonresidential development and the square feet of the nonresidential development, then apply the fee schedule in Table 1: EMS Development Impact Fee Schedule. or
- 4) If an Individual Assessment of Development Impact is accepted, pay the fee based on the approved Individual Assessment of Development Impact.

TABLE 1: EMS Development Impact Fee Schedule	
Residential Development	
Housing Unit Size	Development Impact Fee per Unit
1,000 sf or less	\$95
1,001 to 1,250 sf	\$118
1,251 to 1,500 sf	\$138
1,501 to 1,750 sf	\$155
1,751 to 2,000 sf	\$169
2,001 to 2,500 sf	\$193
2,501 to 3,000 sf	\$213
3,001 to 3,500 sf	\$230
3,501 to 4,000 sf	\$245
4,001 or more sf	\$258
Nonresidential Development	
Development Type	Development Impact Fee per 1,000 square feet
Retail	\$373
Office/Service	\$127
Industrial	\$51
Institutional	\$139

SECTION 82-305. INDIVIDUAL ASSESSMENT OF DEVELOPMENT IMPACT.

- (a) In-lieu of calculating the EMS development impact fees by reference to the fee schedule in Table 1: EMS Development Impact Fee Schedule, a feepayer may request that the amount of the required EMS development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

- (b) If a feepayer requests the use of an Individual Assessment of Development Impact, the feepayer shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the feepayer's expense.
- (c) Each Individual Assessment of Development Impact shall be based on the level of service standard and the same system improvement costs for EMS facility system improvements used in the EMS development impact fee study and CIP, shall use the formula for calculating the development impact fee used in the EMS development impact fee study and CIP, and shall document the relevant methodologies and assumptions used (no adjustments in the assumption of credits shall be made). The burden shall be on the feepayer requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the EMS development impact fee study and CIP and reflected in Table 1: EMS Development Impact Fee Schedule, is less accurate than the results of the Individual Assessment of Development Impact.
- (d) Each Individual Assessment of Development Impact shall be submitted to the Director or a designee, and may be accepted, rejected, or accepted with modifications by the Director or a designee as the basis for calculating EMS development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for EMS facility system improvements created by the proposed new development than the applicable fees in Table 1: EMS Development Impact Fee Schedule, then the development impact fees due under this Ordinance shall be calculated according to such assessment.

SECTION 82-306. CREDITS.

- (a) Any developer/feepayer obligated to pay an EMS development impact fee under this section may apply for credit against EMS development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any contribution or construction for EMS facility system improvements that are accepted by the County Council for EMS facility systems improvements identified in the CIP.
- (b) Valuation of Credits
- 1) Credit for land dedication for EMS facility system improvements, at the feepayer's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or

(b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the feepayer.

- 2) Credit for construction of an EMS facility buildings shall be valued by the County Council based on construction costs estimates submitted by the feepayer. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.
- 3) Credit for contributions for EMS facility system improvements shall be based on the value of the contribution at the time it is made by the feepayer.

(c) When Credits Become Effective

- 1) Credits for land dedication for EMS facility system improvements shall become effective after the credit is approved by County Council pursuant to this section, and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County in a form established by the County at no cost to the County, and (b) the dedication of land has been accepted by the County.
- 2) Credits for construction of EMS facility buildings shall become effective after the credit is approved by County Council pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into, (b) a suitable maintenance and warranty bond has been received and approved by the County Council, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County requirements.
- 3) Credits for contributions shall become effective after the contribution is approved by the County Council pursuant to this section, and the contribution is provided to and accepted by the County Council.
- 4) Credits for dedication of land, construction, or contributions for EMS facility system improvements shall be transferable within the same development for EMS development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and

transferee, and the document shall be delivered to the County Council for registration.

- 5) The total amount of the credit shall not exceed the amount of the EMS development impact fees due and payable for the project.
- 6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council. The Credit Agreement/Development Agreement shall specifically outline the contribution or construction of buildings for EMS facility system improvements, the time by which they shall be completed or dedicated, and any extensions thereof, and the value (in dollars) of the credit against the EMS development impact fees the feepayer shall receive for the contribution or construction of EMS buildings.
- 7) The County Council may enter into a Capital Contribution Front-Ending Agreement with any developer/feepayer who proposes to construct EMS facility system improvements in the CIP, to the extent the fair market value of the construction of those EMS facility system improvements exceed the obligation to pay EMS development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the EMS facility system improvements constructed.

SECTION 82-307. TRUST FUND FOR EMS DEVELOPMENT IMPACT FEES.

The County and the participating municipalities hereby establish segregated EMS Development Impact Fee Trust Fund Accounts. All EMS development impact fees collected by the County and the participating municipalities shall be placed in their respective Trust Fund Account. By November 1 of each year, the municipalities shall transfer the EMS impact fees they collect to the County. The County shall place these impact fee funds in its Trust Fund Account for EMS fees. Each Trust Fund shall be an interest-bearing account and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to EMS development impact fee funds.

SECTION 82-308. EXPENDITURE OF FEES FOR SYSTEM IMPROVMENTS.

EMS development impact fee funds shall be used by the County in accordance with the development impact fee procedures in Section 82-21 et seq., of the County Code, solely and exclusively for EMS facility system improvements as set forth in the EMS development impact fee study and CIP. System improvements generally include the following: buildings and emergency vehicles that expand the capacity of the EMS system.

SECTION 82-309. DEVELOPMENT AGREEMENT OPTION.

- (a) A developer may pay the EMS development impact fee as calculated pursuant to Section 5. Development Impact Fee Schedule, as the proposed development project's proportionate share of EMS facility system improvement costs and as full and complete payment of such obligations, or in the alternative, the developer may enter into an agreement with the County or a participating municipality pursuant to the State Local Government Development Agreement Act, and provide for dedication of land, construction of EMS facility buildings, or contributions for payments in lieu of EMS development impact fees for EMS facility system improvements.
- (b) A EMS development impact fee may not be imposed on a developer who has entered into a development agreement with the County who provides for the EMS facility system improvement needs of the developer's development project that is subject to the development agreement.
- (c) A development agreement for EMS facility system improvements in accordance with this section may only be entered into with the authorization and approval of both the County Council and the developer.

SECTION 82-310. DEVELOPER RIGHTS.

The developer, pursuant to the State Development Impact Fee Act and the county impact fee procedures in Section 82-21 et seq, of the County Code, shall have the following rights, any or all of which may be exercised only in accordance with the impact fee procedures in Section 82-21 et seq, of the County Code.

- (a) Administrative Appeal. The developer/applicant may file an administrative appeal with the County Administrator with respect to a County or municipal decision related to the imposition, calculation, collection, processing, or expenditure of an EMS development impact fee, at any time; provided, however, that such appeal must comply with the provisions and requirements of the County impact fee procedures in Section 82-21 et seq, of the County Code. If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the impact fee process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the development impact fees as calculated by the County or municipality to be due.
- (b) Payment under Protest. The developer/applicant may pay the County-calculated or municipality calculated EMS development impact fees under protest, pursuant to the County impact fee procedures as set forth in Section 82-21 et seq, of the County Code. Payment under protest does not preclude the developer/applicant from filing an

administrative appeal, from requesting a refund, or from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the impact fee procedures as set forth in Section 82-21 et seq.

- (c) Mediation. The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (feepayer) as well as the County (and, if applicable, municipality) and only to address a disagreement related to the EMS development impact fees, as calculated by the County or municipality, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (feepayer) from pursuing other developer rights and/or remedies, as set forth in this Ordinance, the County impact fee procedures in Section 82-21 et seq., of the County Code, or other remedies available by law.

SECTION 82-311. COUNTY REMEDIES.

- (a) The County, pursuant to the State Development Impact Fee Act and the County impact fee procedures in Section 82-21 et seq., of the County Code, and a participating municipality, to the extent authorized pursuant to the intergovernmental agreements entered into with the County pursuant to this Ordinance, shall have all of the following remedies, which may be exercised individually or collectively, but only in accordance with the impact fee procedures in Section 82- 21 et seq, of the County Code.
- 1) Interest and Penalties. The County or participating municipality may, at its discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated EMS development impact fees due, pursuant to the impact fee procedures in Section 82-21 et seq., of the County Code.
 - 2) Withholding Building or Development Permit or Development Approval or Certificate of Occupancy. The County or participating municipality may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the EMS development impact fees due.
 - 3) Lien. The County may impose a lien on the developer's property, pursuant to the impact fee procedures in Section 82-21 et seq., of the County Code, for failure of the developer/applicant to timely pay the required EMS development impact fees in full.
- (b) The County or participating municipality may pursue any one or all of the remedies described in subsection (a) of this section, at its discretion. The failure to pursue any

remedy or remedies, at any time, shall not be deemed to be a waiver of County or municipal rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

SECTION 82-312. INTERGOVERNMENTAL AGREEMENTS.

Before or after the adoption of the EMS development impact fee pursuant to this Ordinance, the County may enter into intergovernmental agreements with participating municipalities. Intergovernmental agreements shall:

- (a) Specify the reasonable share of funding of joint system improvements for EMS facility system improvements by each governmental unit;
- (b) Provide for the collection of the EMS development impact fee by the municipality within its corporate limits and by the County within the unincorporated County;
- (c) Provide for the timely transfer of EMS development impact fee funds from the municipality to the County; and
- (d) Provide for the timely expenditure of the EMS development impact fee funds by the County, in accordance with the CIP.

SECTION 82-313. TERMINATION OF THE EMS IMPACT FEES.

The EMS development impact fees shall be terminated upon the completion/conclusion of all of the EMS development impact fee-funded facility system improvements, as set forth in the CIP, unless:

- (a) The County adopts a CIP for a subsequent time; or
- (b) The County adopts an updated EMS development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

SECTION 82-314. EFFECTIVE DATE.

- (a) This Ordinance shall become effective on ____, 2022.
- (b) Applications for new development filed after the effective date as set forth in this section shall be subject to the EMS development impact fee.

(c) Applications for new development filed between the date of adoption of this Ordinance No. 2022/ ___ and the effective date as set forth in this section shall not be subject to the EMS development impact fee established by this Ordinance.

SECTION 82-315. LIBERAL CONSTRUCTION.

The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes in the interest of furthering, promoting, and protecting the public health, safety, and welfare.

SECTION 82-816. SEVERABILITY.

(a) If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion of this Ordinance shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this Ordinance nor impair or nullify the remainder of this Ordinance, which shall continue in full force and effect.

(b) If the application of any provision of this Ordinance to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of County Council is that such decision shall be limited only to the specific new development expressly involved in the controversy, action or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair, or nullify this Ordinance as a whole or the application of any provision of this Ordinance to any other new development.

ADOPTED this ___ day of ____ 2022

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joe Passiment, Chairman

ATTEST: _____
Sarah Block, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Text Amendment to the Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article II, Development Impact Fee Procedures; Article III, Parks and Recreation Facilities: Article V, Library Facilities; and Article VI Fire Facilities</i>
MEETING NAME AND DATE:
Finance Committee – February 22, 2022
PRESENTER INFORMATION:
<i>Eric Greenway, Beaufort County Administrator 20 minutes needed for presentation.</i>
ITEM BACKGROUND:
<i>Beaufort County contracted with the firm Tischler Bise to assist them in updating their impact fee ordinance, which was originally adopted in 1999. A revised impact fee ordinance is attached that addresses parks and recreation facilities, library facilities and fire facilities.</i>
PROJECT / ITEM NARRATIVE:
<i>The attached impact fee ordinance revisions address updates to parks and recreation, library and fire facility impact fees. Impact fees for Emergency Medical Services are covered under a separate ordinance on this meeting's agenda. County Engineering staff are currently refining the road facilities impact fee ordinance for both north and south of the Broad River and will present these revisions to the Finance Committee at a future meeting.</i>
FISCAL IMPACT:
<i>Over the next 10 years the impact fee revisions will result in the following revenue projections:</i> <ul style="list-style-type: none">• <i>Parks and Recreation (North of the Broad): \$4,243,418</i>• <i>Parks and Recreation (South of the Broad): \$3,638,828</i>• <i>Libraries (North of the Broad): \$3,580,784</i>• <i>Libraries (South of the Broad): \$3,360,712</i>• <i>Fire (North of the Broad): 6,316,028</i>• <i>Fire (Bluffton): \$10,195,965</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommends approval.</i>
OPTIONS FOR COUNCIL MOTION:
<i>To approve or deny proposed amendments the Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article II, Development Impact Fee Procedures; Article III, Parks and Recreation Facilities: Article V, Library Facilities; and Article VI Fire Facilities.</i>

ORDINANCE 2022/ ____**TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 82: IMPACT FEES, ARTICLE I, IN GENERAL; ARTICLE II, DEVELOPMENT IMPACT FEE PROCEDURES; ARTICLE III, PARKS AND RECREATION FACILITIES; ARTICLE V, LIBRARY FACILITIES; ARTICLE VI, FIRE FACILITIES; AND EFFECTIVE DATES.**

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

SECTION 1. TEXT AMENDMENTS TO ARTICLE I, IN GENERAL

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article I, In General, is amended as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 2. TEXT AMENDMENTS TO ARTICLE II, DEVELOPMENT IMPACT FEE PROCEDURES

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article II, Development Impact Fee Procedures, is amended as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 3. TEXT AMENDMENTS TO ARTICLE III, PARKS AND RECREATION FACILITIES

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article III, Parks and Recreation Facilities, is amended as set forth in Exhibit C, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 4. TEXT AMENDMENTS TO ARTICLE V, LIBRARY FACILITIES

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article V, Library Facilities, is amended as set forth in Exhibit E, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 5. TEXT AMENDMENTS TO ARTICLE VI, FIRE FACILITIES

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees, Article VI, Fire Facilities, is amended as set forth in Exhibit F, which is attached hereto and incorporated herein by reference. Added text is underscored and deleted text is ~~struck through~~.

SECTION 6. EFFECTIVE DATES

- (a) This Ordinance shall become effective on , 2022,
- (b) Applications for new development filed after the effective date as set forth in this section shall be subject to the parks and recreation development impact fee as amended by Section 3 of this Ordinance, the fire development impact fee as amended by Section 5 of this Ordinance, and the library development impact fee as amended by Section 4 of this Ordinance.
- (c) Applications for new development filed between the date of adoption of this Ordinance and the effective date as set forth in this section shall be subject to the parks and recreation development

impact fee, the road development impact fee, the fire development impact fee, and the library development impact fee in effect prior to the effective date.

ADOPTED this ___ day of _____ 2022

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph F. Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

EXHIBIT A

ARTICLE I. – IN GENERAL

Sec. 82-1. Adoption of Development Impact Fees

For the reasons set forth in this Chapter 82, the Beaufort County Council finds it appropriate to adopt certain development impact fees as permitted by and in accordance with the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010.

Secs. ~~82-21~~—82-20. - Reserved.

EXHIBIT B**ARTICLE II. - DEVELOPMENT IMPACT FEE PROCEDURES****Sec. 82-21. - Adoption.**

~~On and after September 27, 1999, the development impact fee procedures for the~~The imposition, calculation, collection, expenditure and administration of all County development impact fees shall be consistent with, and administered pursuant to, the County Development Impact Fee Procedures Ordinance as set forth in this article.

Sec. 82-22. - Title.

This article shall be known and may be referred to as the County Development Impact Fee Procedures Ordinance.

Sec. 82-23. - Purpose and Intent.

The purpose and intent of this article are as follows:

- (a) To establish uniform and consistent procedures for the development, implementation, imposition, calculation, collection, deposit, expenditure and administration of all development impact fees adopted by the County, pursuant to the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010.
- (b) To be consistent with, and to facilitate the implementation of, the goals, objectives and policies of the adopted County Comprehensive Plan, and all elements thereof relating to the provision of public facilities needed to meet the demands created by new growth and development, and relating to appropriate, fair and equitable cost sharing of such public facilities.
- (c) To ensure that new development pays, at the time of development approval or issuance of a building permit or development permit, as appropriate, a proportionate share of the cost of system improvements needed to serve the projected new development.
- (d) To ensure that all applicable legal standards and criteria are properly incorporated and will be met by the County, with specific reference to the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010.

Sec. 82-24. - Definitions.

- (a) The words, terms and phrases used in this article shall have the meanings prescribed in the State Development Impact Fee Act, S.C. Code 1976, § 6-1-920.
- (b) To the extent that the definitions of such words, terms or phrases as prescribed in S.C. Code 1976, § 6-1-920, conflict with the definition of such words, terms or phrases as may be defined in this Code, the County land development regulations or other adopted County ordinances, plans or documents, the former shall control.
- (c) The following are applicable definitions pursuant to S.C. Code 1976, § 6-1-920:

Affordable Housing means housing affordable to families whose incomes do not exceed 80 percent of the median income for the service area or areas within the jurisdiction of the county.

Capital Improvements mean improvements with a useful life of five years or more, by new construction or other action, which increaseincreases or increased the service capacity of a public facility.

Capital Improvements Plan means a plan that identifies capital improvements for which development impact fees may be used as a funding source.

Connection Charges and *Hookup Charges* mean charges for the actual cost of connecting a property to a public water or public sewer system, limited to labor and materials involved in making pipe connections, installation of water meters, and other actual costs.

Developer means an individual or corporation, partnership, or other entity undertaking development.

Development means construction or installation of a new building or structure, or a change in use of a building or structure, any of which creates additional demand and need for public facilities. A building or structure shall include, but not be limited to, modular buildings and manufactured housing. The term "development" does not include alterations made to existing single-family homes.

Development Approval means a document from a governmental entity which authorizes the commencement of a development.

Development Impact Fee or Impact Fee means a payment of money imposed as a condition of development approval to pay a proportionate share of the cost of system improvements needed to serve the people utilizing the improvements. The term does not include:

- (1) A charge or fee to pay the administrative, plan ~~review, review~~ or inspection costs associated with permits required for development.
- (2) Connection or hookup charges.
- (3) Amounts collected from a developer in a transaction in which the governmental entity has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements.
- (4) Fees authorized by S.C. Code 1976, § 6-1-300 et seq.

Development Permit means a permit issued for construction on or development of land when no subsequent building permit issued pursuant to S.C. Code 1976, title 6, ch. 9, is required.

Fee Payor means the individual or legal entity that pays or is required to pay a development impact fee.

Governmental Entity means a county, as provided in S.C. Code 1976, title 4, ch. 9, and a municipality, as defined in S.C. Code 1976, § 5-1-20.

Incidental Benefits are benefits which accrue to a property as a secondary result or as a minor consequence of the provision of public facilities to another property.

Land Use Assumptions mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a ten-year period.

Level of Service means a measure of the relationship between service capacity and service demand for public facilities.

Local Planning Commission means the entity created pursuant to S.C. Code 1976, title 6, ch. 29, art.-1.

Project means a particular development on an identified parcel of land.

Proportionate Share means that portion of the cost of system improvements determined pursuant to S.C. Code 1976, § ~~6-1-9906-1-990~~, which reasonably relates to the service demands and needs of the project.

Public Facilities means:

- ~~(1) Water supply production, treatment, laboratory, engineering, administration, storage and transmission facilities.~~
- ~~(2) Wastewater collection, treatment, laboratory, engineering, administration and disposal facilities.~~
- ~~(3) Solid waste and recycling collection, treatment and disposal facilities.~~
- ~~(4) Roads, streets and bridges, including, but not limited to, rights of way and traffic signals.~~
- ~~(5) Stormwater transmission, retention, detention, treatment and disposal facilities and flood control facilities.~~

- ~~(6) Public safety facilities, including law enforcement, fire, emergency medical and rescue, and street lighting facilities.~~
- ~~(7) Capital equipment and vehicles, with an individual unit purchase price of not less than \$1,000.00 including, but not limited to, equipment and vehicles used in the delivery of public safety services, emergency preparedness services, collection and disposal of solid waste, and stormwater management and control.~~
- ~~(8) Parks, libraries and recreational facilities.~~
- (1) Water supply production, treatment, laboratory, engineering, administration, storage and transmission facilities;
- (2) Wastewater collection, treatment, laboratory, engineering, administration and disposal facilities;
- (3) Solid waste and recycling collection, treatment and disposal facilities;
- (4) Roads, streets and bridges, including, but not limited to, rights-of-way and traffic signals;
- (5) Stormwater transmission, retention, detention, treatment, and disposal facilities and flood control facilities;
- (6) Public safety facilities, including law enforcement, fire, emergency medical and rescue, and street lighting facilities;
- (7) Capital equipment and vehicles, with an individual unit purchase price of not less than \$100,000.00 including, but not limited to, equipment and vehicles used in the delivery of public safety services, emergency preparedness services, collection and disposal of solid waste, and stormwater management and control;
- (8) Parks, libraries and recreational facilities;
- (9) Public education facilities for grades K-12 including, but not limited to, schools, offices, classrooms, parking areas, playgrounds, libraries, cafeterias, gymnasiums, health and music rooms, computer and science laboratories, and other facilities considered necessary for the proper public education of the state's children.

Service Area means, based on sound planning or engineering principles, or both, a defined geographic area in which specific public facilities provide service to development within the area defined. Provided, however, that no provision ~~in~~ of this article may be interpreted to alter, ~~enlarge, enlarge~~ or reduce the service area or boundaries of a county or other political subdivision which is authorized or set by law.

Service Unit means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements.

System Improvements mean capital improvements to public facilities which are designed to provide service to a service area.

System Improvement Costs means costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering, and other costs attributable to the improvements, and also including the costs of providing additional public facilities needed to serve new growth and development. System improvements do not include:

- (1) Construction, ~~acquisition, acquisition~~ or expansion of public facilities other than capital improvements identified in the capital improvements plan;
- (2) Repair, ~~operation, operation~~ or maintenance of existing or new capital improvements;
- (3) Upgrading, updating, ~~expanding, expanding~~ or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;

- (4) Upgrading, updating, ~~expanding~~ expanding, or replacing existing capital improvements to provide better service to existing development;
- (5) Administrative and operating costs of a county or a municipality participating in an impact fee program; and
- (6) Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of a county or a non-county service provider pursuant to an intergovernmental agreement to finance capital improvements identified in the capital improvements plan.

~~System Improvements mean capital improvements to public facilities which are designed to provide service to a service area.~~

Sec. 82-25. - Exclusive Method to Impose Fees; Other Methods of Requiring Capital Improvements; Preexisting Fees.

- (a) Requirements for developers to pay, as a condition of development approval or issuance of a development permit or building permit, as appropriate, in whole or in part, for system improvements may be imposed by the County or a participating municipality only by way of development impact fees imposed pursuant to the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010, this article, ~~this article~~ and individual public facility development impact fee ordinances adopted by the County and participating municipalities.
- (b) Notwithstanding the provisions of the State Development Impact Fee Act or this article, the County retains its power, to the extent authorized, to impose fees, to require contributions and to require dedication of land for capital improvements.
- (c) A development impact fee adopted by the County pursuant to the law existing prior to enactment of the State Development Impact Fee Act and existing on the effective date of the Act shall not be affected by the Act until its termination. Provided, however, that any proposed change, revision to, or reenactment of such development impact fee subsequent to the effective date of the Act shall comply with the provisions of this article, any applicable individual public facility development impact fee ordinances, and the Act.

Sec. 82-26. - Conflict.

To the extent of any conflict between other County ordinances and this article, this article shall be deemed to be controlling; provided, however, that this article is not intended to amend or repeal any existing County ordinance, resolution or regulation, except as expressly set forth in the ordinance from which this article is derived.

Sec. 82-27. - Severability.

- (a) If any section, subsection, sentence, clause, phrase or portion of this article is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion of this article shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this article nor impair or nullify the remainder of this article, which shall continue in full force and effect.
- (b) If the application of any provision of this article to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of County Council is that such decision shall be limited only to the specific new development expressly involved in the controversy, action or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair or nullify this article as a whole or the application of any provision of this article to any other new development.

Sec. 82-28. - Term.

The development impact fee procedures set forth in this article shall remain in effect unless and until repealed, amended or modified by County Council in accordance with applicable state law and County ordinances and resolutions.

Sec. 82-29. - Amendment of Development Impact Fee Act.

Upon the amendment of any provision of the State Development Impact Fee Act, [S.C. Code 1976, §§ 6-1-910—6-1-2010](#), by the State Legislature, County Council shall initiate a review of this article to determine whether it remains in full compliance with the Act; and, upon the completion of such review, County Council shall introduce any changes deemed necessary and appropriate to ensure the continued compliance of this article with the Act.

Sec. 82-30. - Annual Review and Report.

The County shall prepare and publish an annual report describing the amount of all development impact fee funds collected, appropriated and spent, by public facility and by service area, during the preceding fiscal year.

Sec. 82-31. - Affordable Housing Report.

Before adopting a development impact fee for a public facility which imposes the fee on residential units, the County shall prepare a report which estimates the effect of recovering capital costs for the public facility through [development](#) impact fees on the availability of affordable housing within the County.

Sec. 82-32. - Applicability.

- (a) *Development Subject to [Development](#) Impact Fees.* All development, both residential and nonresidential, as defined in the State Development Impact Fee Act, [S.C. Code 1976, §§ 6-1-910—6-1-2010](#), and in Section 82-24, may be subject to the imposition of one or more development impact fees for particular public facilities; provided, however, that the type and nature of the development project must create an additional demand and need for system improvements for the public facility in order to maintain the adopted level of service (LOS) standard, and is not otherwise exempt.
- (b) *Development not Subject to [Development](#) Impact Fees.* The following structures and activities, which might otherwise be construed as development as defined by the Act, are exempt from the imposition of development impact fees:
- (1) Rebuilding the same amount of floor space of a structure that was destroyed by fire or other catastrophe;
 - (2) Remodeling or repairing a structure that does not result in an increase in the number of service units;
 - (3) Replacing a residential unit, including a manufactured home, with another residential unit on the same lot, if the number of service units does not increase;
 - (4) Placing a construction trailer or office on a lot during the period of construction on the lot;
 - (5) Constructing an addition on a residential structure which does not increase the number of service units;
 - (6) Adding uses that are typically accessory to residential uses, such as a tennis court or a clubhouse, unless it is demonstrated clearly that the use creates a significant impact on the system's capacity;
 - (7) All or part of a particular development project if:
 - a. The project is determined to create affordable housing; and
 - b. That portion of the project's proportionate share of system improvements is funded through a revenue source other than development impact fees;

- (8) Any development project for which the developer has paid for the needed public facility in its entirety. However, this exemption applies only to a County development impact fees for the same category of public facility that has been provided;
- (9) Any development project for which a valid building permit or certificate of occupancy has been issued or in which construction has commenced, before the effective date of the ordinance imposing the development impact fee, except as otherwise provided in Section 82-33(a).
- (c) *Effect of imposition and payment of development impact fees on County land development regulations.*
- (1) The payment of development impact fees shall not entitle the fee payor to development approval nor a development permit unless all other applicable requirements, standards, standards and conditions of the County land development regulations and all other applicable County codes, ordinances-ordinances, and/or procedures have been met. Such other requirements, standards, standards and conditions are independent of the requirement for payment of a development impact fee.
- (2) Neither this article nor a specific development impact fee ordinance shall affect, in any manner, the permissible use of property, the permitted density/intensity of development, the applicable design and improvement standards, or any other applicable standards or requirements of this Code or land development regulations, which shall be operative and which shall remain in full force and effect without limitation.

Sec. 82-33. - Imposition, Calculation and Collection.

- (a) *Imposition.* A development impact fee may be imposed by the County or a participating municipality only upon development approval or issuance of a development permit or building permit, as applicable. Unless otherwise provided in a development impact fee ordinance for a particular public facility, imposition, calculation and collection of a development impact fee shall occur at building permit issuance; provided, however, that if a building permit is not required for the proposed development project, or for other valid reasons, County Council or the elected body of the participating municipality may, at its discretion, impose, calculate and collect a development impact fee either at the time construction is authorized or at the time of issuance of a certificate of occupancy.
- (b) *Calculation.*
- (1) Upon receipt of a request for development approval or issuance of a development permit which triggers imposition of a development impact fee, as set forth in subsection (a) of this section, the County or the participating municipality, as applicable, shall determine the following:
- The applicable public facilities development impact fee or fees.
 - The appropriate service area.
 - The types of land use in the proposed development project.
 - The amount of development (i.e., for residential, the number of and if appropriate the type dwelling units; for nonresidential, the square footage of nonresidential development) in the proposed development project.
 - The number and type of affordable housing units in the proposed development project.
 - The total number of new or additional service units created by the proposed development project.
- (2) After making the determinations set forth in subsection (b)(1) of this section in a timely manner, the County or participating municipality, as applicable, shall multiply the number of new or additional service units by the cost per service unit as set forth in the specific public facility development impact fee ordinance, to derive a total development impact fee amount due.
- (3) The County or participating municipality, as applicable, in appropriate circumstances, shall deduct from the total development impact fee amount due:

- a. Appropriate credits or offsets for developer contributions of money, dedication of land, construction of system improvements, or oversizing of system improvements used for, or having excess capacity to serve, other development projects;
- b. A pro rata share of other (non-County) funding sources committed to financing system improvements for the applicable public facility, which are not required to be repaid by the County, and which were not previously considered in calculating the cost per service unit for the public facility;
- c. A discount for affordable housing units based on the table below, the following table, for "single-family units" and for "all other types of housing units":

Area Medium Income (AMI)	Impact Fee Discount
Under 60%	100%
60% to 80%	60%
Over 80%	0%

- (4) ~~Impact fees must~~Development impact fees shall be calculated in accordance with generally accepted accounting principles.
- (5) ~~Impact-Development impact~~ fees may be subsidized, as long as funds are available in the Beaufort County Affordable Housing Fund, up to 100 percent for housing that a person or family earning 80 percent or less of the County's median family income based on household size can afford by spending not more than 35 percent of their gross income on a case-by-case basis. Criteria approved by County Council will be used to provide guidance.
- (6) If rehabilitated property for which the impact fees have been subsidized is sold within ten years, or owner acquired/occupied property for which the impact fees have been subsidized is sold within ten years, the development impact fees that would have been collected will be paid out of the proceeds of the sale and reimbursed into the Beaufort County Affordable Housing Fund. If rental property for which the development impact fees have been subsidized is sold, resulting in units being rented at rates above that which falls in the affordable range based upon household income and size, a fee will be paid out of the proceeds of the sale at a rate equal to the amount of subsidy increased at a rate equal to two times the Consumer Price Index (CPI) for the years between the time of subsidy and the time of sale for each applicable year up to 30 years. The fee will be reimbursed into the Beaufort County Affordable Housing Fund.
- (7) For purposes of this section, the Consumer Price Index (CPI) is the U.S. Department of Labor, Bureau of Labor Statistics' index for "owners' equivalent rent of primary residence" for the South Urban Area, base period December, 1982 equal to 100 (Exhibit A, on file with the County Clerk).
- (8) All impact fees shall be adjusted annually to reflect the effects of inflation on the costs for projects set forth in the impact fee study and CIP. Impact fee amounts shall be adjusted to account for inflationary increases in the costs of providing facilities using the Construction Cost Index calculated by the Engineering News Record (ENR). For each such adjustment, the development impact fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator.

(c) *Collection.*

- (1) The County or a participating municipality, as applicable, shall collect all development impact fees imposed and due prior to, and as a condition of, issuance of the applicable development approval or development permit, as set forth in this section, unless:
 - a. The fee payor pays the development impact fee under protest; or
 - b. The fee payor files an administrative appeal and, at the fee payor's option, elects to post a bond or submit an irrevocable letter of credit, approved by the County, for the full amount of the development impact fees calculated to be due; or
 - cb. The County and the fee payor agree to mediation by a qualified independent party.
- (2) The County may, at-in its sole discretion, add to the development impact fee amount due an additional amount for reasonable interest and penalties for nonpayment or late payment.

(d) *Enforcement.*

- (1) The County or a participating municipality, as applicable, may withhold the requested development approval or development permit, including but not limited to a certificate of occupancy, or a building permit if no certificate of occupancy is required, until the development impact fee is paid in full.
- (2) The County may impose a lien for failure of the developer to make timely payment of a development impact fee.

Sec. 82-34. - Accounts and Expenditures.(a) *Accounts.*

- (1) Revenues collected by the County or a participating municipality, as applicable, from all development impact fees, shallmust be deposited into, and maintained until expenditure transferred or expended in, a segregated, interest-bearing County account.
- (2) Separate accounts, and appropriate accounting records, shallmust be maintained for each public facility development impact fee (i.e., for each category of system improvements), and for each service area in which the fees are collected.
- (3) Interest earned on development impact fees shallmust be considered funds of the account on which it is earned, and must be subject to all restrictions otherwise placed on the use and expenditure of development impact fee revenues pursuant to the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010, and this article.

(b) *Expenditures.*

- (1) Expenditure of development impact fees shallmust be made only for the category of system improvements, and within or for the benefit of the service area, for which the development impact fee was imposed as shown by the relevant capital improvements plan and as authorized in the State Development Impact Fee Act.
- (2) Development impact fees may not be used for:
 - a. A purpose other than system improvement costs to create additional improvements to serve new growth;
 - b. A category of system improvements other than that for which they were collected; or
 - c. The benefit of service areas other than the area for which they were imposed.
- (3) In accordance with all other applicable requirements as set forth in this article, development impact fees may be expended for the payment of principal, interest interest, and other financing costs on contracts, bonds, notes or other obligations issued by or on behalf of the County or other applicable service provider, to finance system improvements.

- (4) Development impact fees may be expended only for system improvements and system improvement costs as defined in the State Development Impact Fee Act or in Section 82-24. Development impact fees may not be expended for personnel costs.
- (c) *Timing of Expenditures.*
- (1) Through the use of the annual review and report, the County shall monitor the collection and expenditure of development impact fee revenues in relation to the system improvements as specified in the public facility capital improvements plans.
- (2) The County shall ensure that development impact fees will be expended within three years of the date they were scheduled in the capital improvements plan to be expended on a first-in, first-out basis.
- (3) The County shall ensure that sufficient impact fee funds are, or will be, available before proceeding with a system improvement project.

Sec. 82-35. - Refunds.

- (a) *Eligibility.* A development impact fee must be refunded to the owner of record of property on which a development impact fee has been paid if:
- (1) The impact fee revenues collected from that property have not been expended within three years of the date they were scheduled to be expended, pursuant to the capital improvements plan, on a first-in, first-out accounting basis; or
- (2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.
- (b) *Payment.* When the right to a refund exists, as set forth in subsection (a) of this section, the County shall send the refund amount only to the owners of record of the subject property at the time the refund payment must be made.
- (c) *Timing.* The County shall send the refund amount to the owner of record of the subject property within 90 days after it is determined by the County that a refund is due.
- (d) *Amount.* All refund payments determined to be due shall include the pro rata portion of interest earned while on deposit in the interest-bearing development impact fee account.
- (e) *Standing.* A person entitled to a refund shall have standing to sue for payment of the refund by the County if there has not been a timely payment of the refund pursuant to this section and the State Development Impact Fee Act.

Sec. 82-36. - Remedies.

If the developer or fee payor disagrees with the County with respect to any aspect of a development impact fee, including, but not limited to, the amount of the fee due, the developer or fee payor shall have the following remedies:

- (a) *Administrative Appeal.* The developer or fee payor may file an administrative appeal with the County Administrator. Such appeal shall be filed with the County Clerk within 30 days of fee payment on a form made available by the County. The County Administrator shall render a decision on the appeal within 90 days after the filing of the appeal.
- (b) *Payment under Protest.*
- (1) The developer or fee payor may pay a development impact fee under protest. Payment under protest does not preclude the developer or fee payor from filing an administrative appeal nor does it preclude receipt of a refund pursuant to Section 82-35, if applicable.
- (2) ~~In-lieu~~ In-lieu of paying the development impact fee under protest, the developer or fee payor may, at the developer's option, post a bond or submit an irrevocable letter of credit for the amount of the development impact fee due, pending the outcome of an appeal.

- (c) *Mediation.*
- (1) In order to address any disagreement between the fee payor and the County relative to the imposition of a development impact fee, the County and the fee payor may, upon voluntary agreement, enter into mediation conducted by a qualified independent party.
 - (2) Participation in mediation does not preclude the fee payor from pursuing any other available remedies provided in this article, in the State Development Impact Fee Act, or otherwise available by law.
- (d) *Incidental Benefit.* The receipt of incidental benefit by a third party property owner or developer within the service area resulting from the payment of a development impact fee by a fee payor or developer shall not be considered grounds for exercising the remedies set forth in this article.

Sec. 82-37. - Development Agreements.

- (a) ~~In-lieu~~^{In-lieu} of making development impact fee payments, the fee payor/developer and the County, by mutual agreement, may enter into an agreement for the provision, ~~construction, construction~~ and installation of system improvements pursuant to, and in accordance with, the requirements of the State Local Government Development Agreement Act.
- (b) The agreement may additionally provide for credits or reimbursement for costs incurred by a fee payor or developer, including interproject transfers of credits or reimbursement for project improvements which are used or shared by more than one development project.
- (c) A development impact fee for system improvements for a specific public facility category may not be imposed on a fee payor or developer who has entered into a development agreement providing for the provision of system improvements for that same public facility category. Provided, however, that development impact fees may still be imposed on the fee payor or developer for system improvements for another public facility category.
- (d) The development agreement shall include a provision addressing increases in development impact fees over the life of the development agreement as well as the applicability of subsequently adopted development impact fees for other public facilities over the life of the development agreement and the development project.

Sec. 82-38. - System Improvements Provided by Another Service Provider.

- (a) *Non-County Service Provider.* If the proposed system improvements include a public facility or facilities under the jurisdiction of, and provided by, another unit of government as described in the State Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010, the County and the other unit of government shall enter into an intergovernmental agreement providing for:
- (1) Determination of the development impact fee amount in the same manner and pursuant to the same procedures and limitations as provided in this article and the State Development Impact Fee Act for all other development impact fees.
 - (2) Collection of the development impact fee by the County or a participating municipality, as applicable.
 - (3) Transfer of the development impact fee funds collected within the service area of the service provider to the service provider for expenditure at reasonable times.
 - (4) Expenditure of the development impact fee revenues by the service provider in accordance with the capital improvements plan.
- (b) *Cost Sharing of Joint Improvements.* The intergovernmental agreement between the County and the service provider or the County and the participating municipality, shall specify the reasonable share of funding by each governmental unit for jointly funded improvements. The County shall not assume more than its reasonable share of funding of joint improvements; nor may the service provider, which is not authorized to impose development impact fees, assume more than its share of funding of joint improvements, unless the expenditure is being made pursuant to a development agreement.

Sec. 82-39. - Effects of Annexation.

A County Development Impact Fee Ordinance imposed in an unincorporated area which is subsequently annexed by a municipality shall remain in full force and ~~effect effect~~, pursuant to this article and the ~~S~~state Development Impact Fee Act, S.C. Code 1976, §§ 6-1-910—6-1-2010, until the development impact fee terminates, unless the annexing municipality:

- (1) Assumes responsibility for the provision of system improvements included in the capital improvements plan that are and to be provided, in whole or in part, via payment of development impact fees from developers in the annexed area; and
- (2) Assumes any liability which is to be paid with the impact fee revenue.

If the annexing municipality agrees to assume responsibility and liability as set forth in this section, it shall enter into an intergovernmental agreement to such effect with the County.

Secs. 82-40—82-50. - Reserved.

EXHIBIT C**ARTICLE III. – PARKS AND RECREATION FACILITIES—NORTHERN AND SOUTHERN BEAUFORT COUNTY SERVICE AREAS****~~Sec. 82-51.— Liberal Construction.~~**

~~The provisions of this article shall be liberally construed to effectively carry out its purposes in the interest of further promoting and protecting the public health, safety and welfare.~~

~~Sec. 82-5251. - Adoption.~~

~~After the effective date of this article, Pursuant to the impact fee procedures in Section 82-21 *et seq.*, this parks and recreation development impact fee for parks and recreation facilities is adopted and imposed on all new residential development in the County, imposed countywide, in accordance with the procedures and requirements of this article and the intergovernmental agreement(s) the County has entered into with the participating municipalities of _____,¹ consistent with the requirements of the State Development Impact Fee Act, the County development impact fee procedures as set forth in Section 82-21 *et seq.* and the County's adopted parks and recreation impact fee support studies, and the parks and recreation capital improvements plan (CIP).~~

~~Sec. 82-5352. - Geographic Application Establishment of Service Area~~

~~There are two service areas for parks and recreation development impact fees. They are the South Beaufort County Parks and Recreation Service Area and the North Beaufort County Parks and Recreation Service Area. The South Beaufort County Parks and Recreation Service Area includes those parts of the County south of the Broad River. The North Beaufort County Parks and Recreation Service Area includes those parts of the County north of the Broad River. The boundaries of these services areas are identified in Figure 82-52: Beaufort County Parks and Recreation Service Areas.~~

~~Parks and recreation facility development impact fees shall be applicable countywide, including within all unincorporated areas of the County and, via intergovernmental agreements, within all incorporated municipalities in the County, including the City of Beaufort, Town of Bluffton, Town of Port Royal, the Town of Hilton Head Island and the City of Hardeeville.~~

~~Sec. 82-54.— Service Areas.~~

~~There are seven service areas established for parks and recreation facility development impact fees. They are: the Town of Hilton Head Service Area; the Daufuskie Island Service Area; the Town of Bluffton/Bluffton-Okatie Service Area; the City of Beaufort/Town of Port Royal/Port Royal Island Service Area; the Lady's Island Service Area; the St. Helena Service Area; and the Sheldon/Lobeco/Yemassee Service Area. The boundaries of the Service Areas are established in Figure 82-54: Park and Recreation Service Areas.~~

FIGURE 82-5452: PARK BEAUFORT COUNTY PARKS AND RECREATION SERVICE AREAS



Sec. 82-5553. - Incorporation of Technical Reports Support Study.

The County and the participating municipalities hereby rely on the level of service standardsstandard, land use assumptions, methodologies, service units, system improvement costs, formulaeformula, and analyses for the park parks and recreation development impact fees for parks and recreation facility system improvements set out in Capital Improvement Plan and Development Impact Fee Study prepared by TischlerBise, dated July 27, 2020 (hereinafter “parks and recreation development impact fee study and CIP”). The parks and recreation development impact fee study and CIP are incorporated herein by reference. The parks and recreation development impact fee study and CIP sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new residential development on the recreation facility system improvement needs for the South Beaufort County Parks and Recreation Service Area and the North Beaufort County Parks and Recreation Service Area. each service area set out and explained in the following impact fee support studies. For the Daufuskie Island, City of Beaufort/Town of Port Royal/Port Royal, Lady’s Island, St. Helena, and Sheldon/Lobeco/Yemassee Service Areas, the Beaufort County Proportionate Share Development Impact Fee Calculation Methodology Report dated November 3, 1999, and the County adopted parks and recreation facilities capital improvements plan (CIP) referenced therein. For the Town of Hilton Head Island and Town of Bluffton/Bluffton-Okatie Service Area, the Parks and Recreation Facilities Impact Fee Support Study and CIP: Okatie/Bluffton and Hilton Head Island Service Areas dated August 2006, and the County adopted parks and recreation facilities capital improvements plan (CIP) referenced therein. Each impact fee

~~support study and CIP referenced in this section is incorporated herein by reference. Each support study and CIP sets forth reasonable level of service standards, land use assumptions, methodologies, service units, and system improvement costs for determining the impacts of new development on each service area's park and recreation facility needs.~~

Sec. 82-54. - Imposition of Parks and Recreation Development Impact Fees.

~~(a) Pursuant to this article and the appropriate intergovernmental agreement(s) between the County and municipalities, and in accordance with the County impact fee procedures set forth in Section 82-21 et seq. et seq., the State Development Impact Fee Act, and the support studies and the County adopted parks and recreation facilities capital improvements plan (CIP), incorporated in this article by reference, parks and recreation facilities development impact fees shall be imposed in the following service areas in the amounts identified in Table 82-55: Parks and Recreation Facilities Development Impact Fee Schedule, by Service Area, unless an Individual Assessment of Development Impact is accepted pursuant to Section 82-56, Individual Assessment of Development Impact.~~

~~(b) The parks and recreation development impact fee shall be imposed on all new residential development (dwelling units) in the unincorporated County and within the participating municipalities, unless the residential development is exempted, or an exception or waiver is granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33(b)(3)c, of the County Code. A parks and recreation development impact fee shall only be imposed if a new dwelling unit is developed.;~~

~~(c) The parks and recreation development impact fee in the unincorporated County and within a participating municipality shall be paid prior to issuance of a building permit, or if a building permit is not required, prior to construction of the dwelling unit, or prior to issuance of a development permit for the dwelling unit, as appropriate.~~

Sec. 82-5655. - Parks and Recreation Development Impact Fee Schedule.

~~(a) Pursuant to this article and the appropriate intergovernmental agreements between the County and municipalities, and in accordance with the County impact fee procedures set forth in Section 82-21 et seq., the State Development Impact Fee Act, and the support studies and the County adopted parks and recreation facilities capital improvements plan (CIP), incorporated in this article by reference, parks and recreation facilities development impact fees shall be imposed in the following service areas in the amounts identified in Table 82-56: Parks and Recreation Facilities Development Impact Fee Schedule, by Service Area, unless an Individual Assessment of Development Impact is accepted pursuant to Section 82-57: Individual Assessment of Development Impact.~~

~~(ab) The following general procedure shall be followed upon receipt of an application for a building permit for new development:~~

~~(1) Identify the applicable service area (South Beaufort County Parks and Recreation Service Area or North Beaufort County Parks and Recreation Service Area) based on the development's location.;~~

~~(2) Determine if any of the dwelling units qualify for a discount as "affordable housing" in accordance with Sec. 82-33(b)(3)c, and if so the number of those dwelling units and the amount of the discount.;~~

~~(3) Determine whether the applicant has applied for an Individual Assessment of Development Impact in accordance with Sec. 82-56,~~

~~(4) If an Individual Assessment of Development Impact is not approved, or not applied for, identify the number of dwelling units, and the square feet in size of each dwelling unit, and then apply the fee schedule in Table 82-55: Parks and Recreation Development Impact Fee Schedule, by Service Area, to each dwelling unit; or~~

~~(5) If an Individual Assessment of Development Impact is accepted, pay the fee based on the approved Individual Assessment of Development Impact.~~

~~2) Identify the applicable service area (South Beaufort County Parks and Recreation Service Area or North Beaufort County Parks and Recreation Service Area) based on the development's location; and~~

~~3) Add Multiply the fee for each individual number of dwelling units by the parks and recreation development impact fee in Table 82-56: Parks and Recreation Development Impact Fee Schedule.~~

~~Following service areas in the amounts identified in Table 82-56: Parks and Recreation Facilities Development Impact Fee Schedule, by Service Area, unless an Individual Assessment of Development Impact is accepted pursuant to Section 82-57: Individual Assessment of Development Impact.~~

~~TABLE 82-56: PARKS AND RECREATION FACILITIES DEVELOPMENT IMPACT FEE SCHEDULE, BY SERVICE AREA.*~~

TABLE 82-55: PARKS AND RECREATION DEVELOPMENT IMPACT FEE SCHEDULE, BY SERVICE AREA		
<u>Housing Unit Size</u>	<u>North Beaufort County Parks and Recreation Service Area Impact Fee per Unit</u>	<u>South Beaufort County Parks and Recreation Service Area Impact Fee Per Unit</u>
<u>1,000 sf or less</u>	<u>\$486</u>	<u>\$282</u>
<u>1,001 to 1,250 sf</u>	<u>\$590</u>	<u>\$353</u>
<u>1,251 to 1,500 sf</u>	<u>\$694</u>	<u>\$423</u>
<u>1,501 to 1,750 sf</u>	<u>\$798</u>	<u>\$470</u>
<u>1,751 to 2,000 sf</u>	<u>\$868</u>	<u>\$517</u>
<u>2,001 to 2,500 sf</u>	<u>\$1,006</u>	<u>\$588</u>
<u>2,501 to 3,000 sf</u>	<u>\$1,076</u>	<u>\$658</u>
<u>3,001 to 3,500 sf</u>	<u>\$1,180</u>	<u>\$705</u>
<u>3,501 to 4,000 sf</u>	<u>\$1,249</u>	<u>\$752</u>
<u>4,001 or more sf</u>	<u>\$1,319</u>	<u>\$776</u>

	Fee per Dwelling Unit (All Types)
Service Area	For the Period 2006—2020
Town of Hilton Head	\$ 627.00
Daufuskie Island	— 0.00
Town of Bluffton; Bluffton-Okatie	1,385.00
City of Beaufort; Town of Port Royal; Port Royal Island	— 81.00
Lady's Island	— 429.00
St. Helena	— 775.00

Sheldon-Lobeco-Yemassee	—0.00
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~~* All parks and recreation facility development impact fee amounts per dwelling unit estimated. All parks and recreation facility development impact fee amounts are subject to change.~~

~~(b) The park and recreation facilities development impact fees for the Town of Hilton Head and Town of Bluffton/Bluffton-Okatie Service Areas shall be adjusted annually to reflect the effects of inflation on the costs for park and recreation facilities set forth in the Parks and Recreation Facilities Impact Fee Support Study and CIP: Bluffton-Okatie and Hilton Head Island Service areas dated August 2006. Prior to December 1, 2007, and on December 1 of each following year, the development impact fee amount set forth in Table 82-56: Parks and Recreation Facilities Development Impact Fee Schedule, by Service Area, shall be adjusted for the Town of Hilton Head and Town of Bluffton/Bluffton-Okatie Service Areas to account for inflationary increases in the costs of providing parks and recreation facilities using the Construction Cost Index calculated by the Engineering News-Record (ENR). For each such adjustment, the park and recreation development impact fees shown in Table 82-56 for the Town of Hilton Head and Town of Bluffton/Bluffton-Okatie Service Areas shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator.~~

Sec. 82-5756. -- Individual Assessment of Development Impact.

(a) ~~In lieu~~In lieu of calculating the parks and recreation development impact fees by reference to the fee schedule in Table 82-5655; Parks and Recreation Facilities Development Impact Fee Schedule, by Service Area, a fee payor may request that the amount of the required parks and recreation development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

(b) If a fee payor requests the use of an Individual Assessment of Development Impact, the fee payor shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the fee payor's expense.

(c) Each Individual Assessment of Development Impact shall be based on the same level of service standards and system improvement costs for park and recreation facilities for the service areas used in the parks and recreation development impact fee study and CIP support studies, shall use the formula used for calculating the development impact fees used in the parks and recreation development impact fee study and CIP relevant support study (no adjustments in the assumption of credits shall be made), and shall document the relevant methodologies and assumptions used. The burden shall be on the fee payor requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the parks and recreation development impact fee study and CIP appropriate support study and reflected in Table 82-56; Parks and Recreation Facilities Development Impact Fee Schedule, by Service Area, is less accurate than the results of the Individual Assessment of Development Impact.

(d) Each Individual Assessment of Development Impact shall be submitted to the Planning Director or a designee, and may be accepted, rejected, or accepted with modifications by the Planning Director or a designee based on the standards in Section 82-57(e) as the basis for calculating park and recreation development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for park and recreation facility system improvements created by the proposed development than the applicable fee in Table 82-56: Parks and Recreation Development Impact Fee Schedule, by Service Area, then the park and recreation development impact fees due under this Ordinance shall be calculated according to such assessment.

~~(e) The standards for acceptance, acceptance with modifications, or rejection of the Individual Assessment of Development Impact is whether the Individual Assessment of Development Impact complies with all the requirements of this section, and if so, whether it demonstrates by competent~~

~~evidence, that an alternative parks and recreation development impact fee amount more accurately reflects the demands for park and recreation facilities than the applicable fees in Table 82-56, Parks and Recreation Facilities Development Impact Fee Schedule.~~

~~(f) If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Planning Director or a designee as a more accurate measure of the demand for park and recreation facilities created by the proposed development than the applicable fee in Table 82-56, then the park and recreation development impact fees due shall be calculated according to such assessment.~~

Sec. 82-5758. - ~~Imposition and Calculation Credits.~~

~~(a) Any developer/fee payor which is obligated to pay a parks and recreation development impact fee under this section may apply for credit against parks and recreation development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any land dedication, construction, or contribution for parks and recreation facility system improvements that are accepted by the County Council for parks and recreation facility systems improvements identified in the CIP.~~

~~(b) Valuation of Credits~~

~~(1) Credit for land dedication for park and recreation facility system improvements, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the fee payor.~~

~~(2) Credit for construction of parks and recreation facility system improvements shall be valued by the County Council based on construction costs estimates submitted by the fee payor. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.~~

~~(3) Credit for a contribution for parks and recreation facility system improvements shall be based on the value of the contribution at the time it is made by the fee payor.~~

~~(c) When Credits Become Effective~~

~~(1) Credits for land dedication for parks and recreation facilities shall become effective after the credit is approved by County Council or applicable municipal legislative body pursuant to this section, and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County or applicable municipality in a form established by the County or applicable municipality at no cost to the County or applicable municipality, and (b) the dedication of land has been accepted by the County or applicable municipality.~~

~~(2) Credits for construction of parks and recreation facility system improvements shall become effective after the credit is approved by County Council or applicable municipal legislative body² pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into, (b) a suitable maintenance and warranty bond has been received and approved by the County Council or applicable municipal legislative body, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County requirements (or municipal requirements, as applicable).~~

~~(3) Credits for contributions shall become effective after the contribution is approved by the County Council or applicable municipal legislative body pursuant to this section, and the contribution is provided to and accepted by the County Council or applicable municipal legislative body.~~

~~(4) Credits for land dedication, construction of parks and recreation facility system improvements, or contributions, shall be transferable within the same development for parks and recreation development~~

impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council or applicable municipal legislative body for registration.

(5) The total amount of the credit shall not exceed the amount of the parks and recreation development impact fees due and payable for the project.

(6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council or applicable municipal legislative body. The Credit Agreement/Development Agreement shall specifically outline the land dedication, construction, or contribution for parks and recreation facility system improvements, the time by which they shall be completed or dedicated and any extensions thereof, and the value (in dollars) of the credit against the parks and recreation development impact fees the fee payor shall receive.

(7) The County Council or applicable legislative body may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to dedicate land or construct parks and recreation facility system improvements in the CIP, to the extent the fair market value of the land or the construction of those parks and recreation facility system improvements exceed the obligation to pay parks and recreation development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the parks and recreation facility system improvements constructed.

~~(a) The appropriate parks and recreation facilities development impact fees, as established in this article, by service area, shall be imposed on all developers (fee payors) for which authorization of commencement of a residential development (building permit or, if no subsequent building permit is required, a development permit), is sought from the County, or from a municipality in the County, in accordance with this article and the procedures set forth in the County impact fee procedures in Section 82-21 et seq.~~

~~(b) When an application for such building permit or development permit is received by the appropriate County or municipal staff/official, the staff/official shall determine:~~

~~(1) The parks and recreation service area within which the proposed development project lies.~~

~~(2) The number of residential dwelling units proposed.~~

~~(3) Whether any of the proposed residential dwelling units qualify for a discount as "affordable housing" and, if so, the number and type of such units.~~

~~(4) Whether the applicant has applied for an Individual Assessment of Development Impact pursuant to Section 82-57.~~

~~(c) If an Individual Assessment of Development Impact is submitted, it shall be processed and reviewed pursuant to the requirements of Section 82-57, and accepted, modified, or rejected. If it is accepted or modified, the park facilities development impact fees shall be determined pursuant to Section 82-57.~~

~~(d) If an Individual Assessment of Development Impact is rejected, or not requested, the appropriate County or municipal staff/officials shall then multiply the number of proposed residential dwelling units to which the parks and recreation facilities development impact fee is applicable by the applicable fee per dwelling unit as set forth in Table 82-56, Parks and Recreation Facilities Development Impact Fee Schedule.~~

~~(e) The procedure for timely processing of building permit or development applications subject to the parks and recreation facilities development impact fee is set forth below. This procedure is intended to occur concurrently with the County's or municipality's required plans review process and to cause no~~

~~additional delay, unless developer rights (see Section 82-61) and/or County remedies (see Section 82-62) are triggered, or unless a development agreement is sought by the applicant (see Section 82-60).~~

Step Order	Major Steps	Responsible Party	Time
1.	Filing of application for development permit or development approval	Developer/applicant	Initiates process
2.	Determination of applicable service area	Building official	Concurrent with plans review
3.	Determination of amount of development [number of DUs]	Building official	Concurrent with plans review
4.	Determination of the number and type of affordable housing units, if any	Referral to Planning Department	Concurrent with plans review
5.	Developer/applicant determines whether to request an Individual Assessment of Development Impact	Developer/applicant	If request made, review occurs concurrent with plan review by Planning Director. Assessment accepted, modified, or rejected, and fee determined. Extension of time, as may be necessary
6.	If Individual Assessment of Development Impact not requested, or if rejected, multiply number of DUs by applicable parks and recreation facilities development impact fee per Table 82-56. Alternative: development agreement, if sought by applicant	Building official Planning Department	Concurrent with plan review Extension of time, as may be necessary
7.	Payment of total parks and recreation facilities development impact fee	Developer/applicant	Upon issuance of building/development permit
8.	Issue receipt for parks and recreation facilities development impact fee paid	Building official	Upon issuance of building/development permit
9.	Transfer of parks and recreation facilities development impact fee revenues collected to County Finance Department for placement in appropriate account	Building official	Following issuance of building/development permit

~~(f) If the proposed residential development includes affordable housing, the applicable parks and recreation facilities development impact fee shall be reduced in accordance with the discount schedule~~

~~set forth in subsection 82-33(b)(3)c.; provided, however, that time share dwelling units do not qualify as affordable housing and are not eligible for discounts in any circumstances.~~

~~(g) For a proposed change of use of building or structure or a renovation or rehabilitation which adds residential dwelling units, the fee is calculated as follows: Determine only the additional parks and recreation facilities demand resulting from the change of use or the additional residential dwelling units and calculate the parks and recreation facilities development impact fee due as above, but only for such additional demand, not for existing demand.~~

Sec. 82-58. - Trust Account for Parks and Recreation Development Impact Fees.

The County and the participating municipalities, hereby establish segregated Parks and Recreation Development Impact Fee Trust Accounts. All parks and recreation development impact fees collected by the County and the participating municipalities shall be placed in their respective Trust Account. By November 1 of each year, the participating municipalities shall transfer the parks and recreation development impact fees they collect to the County. Upon receipt, the County shall then place the funds into its Parks and Recreation Development Impact Fee Trust Account. Each Trust Account shall be interest-bearing and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to parks and recreation development impact fee funds.

Sec. 82-59. - Expenditure of Fees for Parks and Recreation Facility System Improvements.

Parks and recreation development impact fee funds shall be used by the County in accordance with the development impact fee procedures in Section 82-21 et seq., solely and exclusively for parks and recreation facility system improvements as set forth in the parks and recreation development impact fee study and CIP. System improvements generally include the following: acquisition of land for development of new parks, expansions to existing parks, and park and recreation equipment.

~~(a) All parks and recreation facilities development impact fees shall be used for system improvements as set forth in the County's adopted parks and recreation facilities capital improvements plan and as summarized in the Beaufort County Proportionate Share Development Impact Fee Calculation Methodology Report, dated November 3, 1999, and the Parks and Recreation Facilities Impact Fee Support Study and CIP: Bluffton-Okatie and Hilton Head Island Service Areas, dated August 2006, as appropriate.~~

~~(b) In all the service areas except the Town of Hilton Head Service Area, system improvements generally include the following:~~

~~(1) Acquisition of land for, and development of, new community and county parks, including recreational facilities;~~

~~(2) Expansions to existing community and county parks, including the addition of recreation facilities and park development; and~~

~~(3) Park and recreation equipment with a useful life of five years or more and a cost of \$100,000.00 or more.~~

~~(c) In the Town of Hilton Head Service Area, system improvements generally include the following:~~

~~(1) Development of recreational facilities and equipment for parks.~~

~~(2) Park and recreation equipment with a useful life of five years or more and a cost of \$100,000.00 or more.~~

Sec. 82-60. - Development Agreement Option.

(a) The developer may pay the parks and recreation ~~facilities~~ development impact fee, as calculated pursuant to Section ~~82-55~~82-56, as the proposed development project's proportionate share of system improvement costs and as full and complete payment of such obligations. ~~In; or, in~~ the alternative,

~~the a~~ developer may enter into an agreement with the County or a participating municipality pursuant to the State Local Government Development Agreement Act, providing and provide for dedication of land, park equipment, development of parks and recreation facilities, and/or for payments in-lieu of development impact fees for parks and recreation facilities, through a development agreement.

~~(b) The agreement may provide for the construction or installation of system improvements by the developer and for credits or reimbursements for costs incurred by the developer, including inter-project transfers of credits or reimbursement for project improvements which are used or shared by more than one proposed development project.~~

~~(be)~~ A parks and recreation development impact fee may not be imposed on a developer who has entered into a development agreement with the County that who provides for the parks and recreation facility system improvement needs of the development project that is subject to the development agreement.

~~(cd)~~ A development agreement for parks and recreation facilities may only be entered into with the authorization and approval of both the County and the developer, or the participating municipality and developer, as appropriate, and after consultation with an affected municipality, if applicable.

Sec. 82-61. - Developer Rights.

The developer, pursuant to the State Development Impact Fee Act and the County impact fee procedures in Section 82-21 ~~et seq. et seq.~~, shall have the following rights, any or all of which may be exercised only in accordance with the impact fee procedures in Section 82-21 et seq. et seq.

(a) *Administrative Appeal.* The developer/applicant may file an administrative appeal with the County Administrator with respect to a County or municipal decision related to the imposition, calculation, collection, ~~processing-processing~~, or expenditure of a parks and recreation ~~facilities~~ development impact fee, at any time; provided, however, that such appeal must comply with the provisions and requirements of the County impact fee procedures ~~as set forth in Section 82-21 et seq. et seq.~~ If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the impact fee development approval process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the County or a participating municipality to be due.

(b) *Payment under Protest.* The developer/applicant may pay the County-calculated or municipality-calculated development impact fee under protest, pursuant to the County impact fee procedures set forth in Section 82-21 et seq. et seq. Payment under protest does not preclude the developer/applicant from filing an administrative appeal, ~~nor~~ from requesting a refund, ~~nor or~~ from posting a bond or submitting an irrevocable letter of credit for the full amount of the development impact fee due due, all as set forth in the impact fee procedures in Section 82-21 et seq. et seq.

(c) *Mediation.* The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (fee payor) as well as the County (and, if applicable, participating municipality) and only to address a disagreement related to the parks and recreation ~~facilities~~ development impact fee, as calculated by the County or municipality, for the proposed ~~residential~~ development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (fee payor) from pursuing other developer rights and/or remedies, as set forth in this article, the County impact fee procedures in Section 82-21 et seq. or other remedies available by law.

Sec. 82-62. - County Remedies.

(a) The County and a participating municipality (to the extent authorized in the intergovernmental agreement(s) with the County), pursuant to the State Development Impact Fee Act and the County impact fee procedures in Section 82-21 et seq. et seq., ~~and the municipalities, to the extent authorized pursuant to intergovernmental agreements entered into with the County pursuant to this article~~, shall have all of the following remedies, which may be exercised individually or collectively, but only in accordance with the impact fee procedures ~~as set forth in Section 82-21 et seq. et seq.~~

(1) *Interest and Penalties.* The County or participating municipality may, ~~at-in~~ its sole discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated parks and recreation ~~facilities~~ development impact fee due, pursuant to the impact fee procedures ~~as set forth~~ in Section 82-21 et seq. et seq.

(2) *Withholding Building or Development Permit or Development Approval or Certificate of Occupancy.* The County or participating municipality may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the ~~County-calculated or municipality-calculated~~ parks and recreation ~~facilities~~ development impact fee due.

(3) *Lien.* The County may impose a lien on the developer's property, pursuant to the impact fee procedures set forth in Section 82-21 et seq. et seq., for failure of the developer/applicant to timely pay the required ~~County-calculated or municipality-calculated~~ parks and recreation ~~facilities~~ development impact fee in full.

(b) The County or participating municipality may pursue any one or all of the remedies described in subsection (a) of this section, at its discretion. The failure to pursue any remedy, at any time, shall not be deemed to be a waiver of County or municipality rights to pursue any remedy at such other time as may be deemed appropriate.

Sec. 82-63. – Refund of Fees.

(a) A collected parks and recreation development impact fee shall be refunded to the owner of record of property on which a parks and recreation development impact fee has been paid if:

(1) The parks and recreation development impact fee revenues collected on the property have not been expended within three years of the date they were scheduled to be expended, pursuant to the parks and recreation development impact fee study and CIP; or

(2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.

(b) The amount, timing, and recipient of any refund required by this article of collected parks and recreation development impact fees shall comply with the standards of Sec. 82-35.

Sec. 82-6364. - Intergovernmental ~~Agreement~~Agreements.

Prior to ~~imposition-collection~~ of a parks and recreation ~~facilities~~ development impact fee ~~within a municipality in a participating municipality,~~ the ~~municipality will~~County shall enter into an intergovernmental ~~agreement agreement with the participating municipality.~~ ~~with as specified in this article, which~~ intergovernmental agreement shall, ~~inter alia~~:

(a) Specify the reasonable share of funding joint system improvements for parks and recreation facility system improvements by each governmental unit ~~or entity~~; and

(b) Provide for the collection of the parks and recreation ~~facilities~~ development impact fee by the municipality within its corporate limits and by the County within the unincorporated area; and

(c) Provide for the timely transfer of parks and recreation development impact fee ~~funds~~revenues from the municipality to the County; and

(d) Provide for the timely expenditure of the parks and recreation ~~facilities~~ development impact fee ~~funds~~revenues by the County, in accordance with ~~its adopted capital improvements plan~~the CIP.

Sec. 82-6465. - Termination of the Parks and Recreation Development Impact Fee.

The parks and recreation ~~facilities~~ development impact fees shall be terminated upon the completion/conclusion of all of the parks and recreation ~~facilities~~ development impact fee-funded capital improvements, as set forth in the ~~County's capital improvements plan~~CIP, unless:

(a) The County adopts a ~~capital improvements plan~~CIP for a subsequent time period; or

(b) The County adopts an updated parks and recreation facilities development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

SECS. 82-~~6566~~—82-80. - RESERVED

EXHIBIT E**ARTICLE V. – LIBRARY FACILITIES—NORTHERN AND SOUTHERN BEAUFORT COUNTY SERVICE AREAS****~~Sec. 82-111.~~—Liberal Construction.**

~~The provisions of this article shall be liberally construed to effectively carry out its purposes in the interest of further promoting and protecting the public health, safety and welfare.~~

~~Sec. 82-~~112~~111.~~ - Adoption.

~~Pursuant to the impact fee procedures in Section 82-21 et seq. After the effective date of this article, the library development impact fee for library facilities is shall be adopted and imposed in accordance with the procedure and requirements of this article and the intergovernmental agreement(s) the County has entered into with the participating municipalities. of _____³, consistent with the requirements of the State Development Impact Fee Act, the County development impact fee procedures as set forth in Section 82-21 et seq., and the County's adopted library capital improvements plan (CIP).~~

~~Sec. 82-113.~~—Geographic Application.

~~Library facility development impact fees shall be applicable within all unincorporated areas of the County and, via intergovernmental agreements, within the incorporated municipalities of the Town of Bluffton, Town of Hilton Head Island and the City of Hardeeville. Library facility development impact fees shall not be applicable within the incorporated municipalities of the City of Beaufort and Town of Port Royal.~~

~~Sec. 82-~~114~~112.~~ — Establishment of Service Area.

~~The service area for the library facility development impact fees is all the unincorporated areas of the County, and the municipalities of the Town of Bluffton, and the Town of Hilton Head Island. There are two service areas for library development impact fees. They are the South Beaufort County Library Service Area and the North Beaufort County Library Service Area. The South Beaufort County Library Service Area includes those parts of the County south of the Broad River. The North Beaufort County Library Service Area includes those parts of the County north of the Broad River. The boundaries of these services areas are identified in Figure 82-112: Beaufort County Library Service Areas.~~

FIGURE 82-112: BEAUFORT COUNTY LIBRARY SERVICE AREAS



Sec. 82-115.113. - Incorporation of Technical Report Support Study.

The County and the participating municipalities (the Town of Bluffton and the Town of Hilton Head Island) hereby rely on the level of service standards standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for the library facilities development impact fees for library facility system improvements set out in Capital Improvement Plan and Development Impact Fee Study prepared by TischlerBise, dated July 27, 2020 (hereinafter “library development impact fee study and CIP”). The library development impact fee study and CIP are incorporated herein by reference. The library development impact fee study and CIP sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new residential development on the South Beaufort County Library Service Area and the North Beaufort County Library Service Area. library facility system improvement needs set out and explained in Library Facilities Impact Fee Update Support Study and CIP dated August 2006, and the County adopted library facilities capital improvements plan (CIP) referenced therein. The support study and CIP referenced in this section is incorporated herein by reference. The support study and CIP sets forth reasonable level of service standards, land use assumptions, methodologies, service units, system improvement costs, and formula for determining the impacts of new development on library facility needs.

Sec. 82-114. – Imposition of Library Development Impact Fees

- (a) Pursuant to this article and the appropriate intergovernmental agreement(s) between the County and the participating municipalities, and in accordance with the impact fee procedures in Section 82-21 et seq., the State Development Impact Fee Act, and the library development impact fee study and CIP, library development impact fees shall be imposed in the South Beaufort County Library Service Area and the North Beaufort County Library Service Area.
- (b) The library development impact fee shall be imposed on all new residential development (dwelling units) in the County, unless the residential development is exempted, or an exception or waiver is granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33(b)(3)c. A library development impact fee shall only be imposed if a new dwelling unit is developed.
- (c) The library development impact fee in the unincorporated County and within a participating municipality shall be paid prior to issuance of a building permit, or if a building permit is not required, prior to construction of the dwelling unit, or prior to issuance of a development permit for the dwelling unit, as appropriate.

Sec. 82-116.115. – Library Impact Fee Schedule.

(a) Pursuant to this article and the appropriate intergovernmental agreement(s) between the County and participating municipalities, and in accordance with the impact fee procedures in Section 82-21 et seq., the State Development Impact Fee Act, and the library impact fee study and CIP, library development impact fees shall be imposed in the South Beaufort County Library Service Area and the North Beaufort County Library Service Area.

~~a) Pursuant to this article, and in accordance with the County impact fee procedures as set forth in Section 82-21 et seq., the appropriate intergovernmental agreements between the County and participating municipalities, the State Development Impact Fee Act, and the support study and the County's adopted library facilities capital improvements plan (CIP) incorporated in this article by reference, library facilities development impact fees shall be imposed on all new residential development (dwelling units) within the service area in the amounts identified in Table 82-116: Library Facilities Development Impact Fee Schedule, unless an Individual Assessment of Development Impact is accepted pursuant to Section 82-117: Individual Assessment of Development Impact.~~

TABLE	82-116:
LIBRARY	FACILITIES
IMPACT FEE SCHEDULE, *	DEVELOPMENT

Library Impact Fee per Dwelling Unit\$553.00

* All library facility development impact fee amounts are subject to the automatic annual adjustment for inflation stated in section 82-116(b).

~~(b) The library facilities development impact fees shall be adjusted annually to reflect the effects of inflation on the costs for library facilities set forth in the Library Facilities Impact Fee Update Support Study and CIP dated August 2006. Prior to December 1, 2007, and on December 1 of each following year, the development impact fee amount set forth in Table 82-116: Library Facilities Development Impact Fee Schedule, shall be adjusted to account for inflationary increases in the costs of providing library facilities using the Construction Cost Index calculated by the Engineering News Record (ENR). For each such adjustment, the library facilities development impact fees shown in Table 82-116 shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator.~~

~~(b) (b)~~ The following general procedure shall be followed upon receipt of an application for a building permit for new development:

- (1) ~~(1)~~ Identify the applicable service area (South Beaufort County Library Service Area or North Beaufort County Library Service Area) based on the development’s location;
- (2) ~~(2)~~ Determine if any of the dwelling units qualify for a discount as “affordable housing” in accordance with Sec. 82-33(b)(3)c, and if so the number of those dwelling units and the amount of the discount;
- (3) ~~(3)~~ Determine whether the applicant has applied for an Individual Assessment of Development Impact in accordance with Sec. 82-116.
- (4) ~~(4)~~ If an Individual Assessment of Development Impact is not approved, or not applied for, identify the number of dwelling units, and the square feet in size of each dwelling unit, and then apply the fee schedule in Table 82-115: Library Development Impact Fee Schedule, by Service Area, to each dwelling unit; or
- (5) ~~(5)~~ If an Individual Assessment of Development Impact is accepted, pay the fee based on the approved Individual Assessment of Development Impact.

<u>TABLE 82-115: LIBRARY DEVELOPMENT IMPACT FEE SCHEDULE, BY SERVICE AREA</u>		
<u>Housing Unit Size</u>	<u>North Beaufort County Library Service Area Impact Fee</u>	<u>South Beaufort County Library Service Area Impact Fee</u>
<u>1,000 sf or less</u>	<u>\$225</u>	<u>\$151</u>
<u>1,001 to 1,250 sf</u>	<u>\$273</u>	<u>\$189</u>
<u>1,251 to 1,500 sf</u>	<u>\$321</u>	<u>\$227</u>
<u>1,501 to 1,750 sf</u>	<u>\$369</u>	<u>\$252</u>
<u>1,751 to 2,000 sf</u>	<u>\$401</u>	<u>\$278</u>
<u>2,001 to 2,500 sf</u>	<u>\$466</u>	<u>\$316</u>
<u>2,501 to 3,000 sf</u>	<u>\$498</u>	<u>\$353</u>
<u>3,001 to 3,500 sf</u>	<u>\$546</u>	<u>\$379</u>
<u>3,501 to 4,000 sf</u>	<u>\$578</u>	<u>\$404</u>
<u>4,001 or more sf</u>	<u>\$610</u>	<u>\$417</u>

Sec. 82-~~117~~116. - Individual Assessment of Development Impact.

- (a) ~~In lieu~~In lieu of calculating the library facilities development impact fees by reference to the fee schedule in Table 82-~~115~~116, Library ~~Facilities~~-Development Impact Fee Schedule, by Service Area, a fee payor may request that the amount of the required library ~~facilities~~ development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.
- (b) If a fee payor requests the use of an Individual Assessment of Development Impact, the fee payor shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the fee payor's expense.
- (c) Each Individual Assessment of Development Impact shall be based on the same level of service standards and system improvement costs for library facilities used in the library development impact

~~fee study and CIP support study, shall use the formula for calculating the development impact fees used in the library development impact fee study and CIP relevant support study, and shall document the relevant methodologies and assumptions used. The burden shall be on the fee payor requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the appropriate support study and reflected in Table 82-115, Library Facilities Development Impact Fee Schedule, by Service Area, is less accurate than the results of the Individual Assessment of Development Impact.~~

- (d) ~~Each Individual Assessment of Development Impact shall be submitted to the Planning Director or a designee, and may be accepted, rejected, or accepted with modifications by the Planning Director or a designee based on the standards in Section 82-117(e) as the basis for calculating library facility development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for library facility system improvements created by the proposed development than the applicable fee in Table 82-115: Library Development Impact Fee Schedule, by Service Area, then library development impact fees due under this Ordinance shall be calculated according to such assessment.~~(e) ~~The standards for acceptance, acceptance with modifications, or rejection of the Individual Assessment of Development Impact is whether the Individual Assessment of Development Impact complies with all the requirements of this section, and if so, whether it demonstrates by competent evidence, that an alternative library facilities development impact fee amount more accurately reflects the demands for library facilities than the applicable fees in Table 82-116, Library Facilities Development Impact Fee Schedule.~~
- (f) ~~If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Planning Director or a designee as a more accurate measure of the demand for library facilities created by the proposed development than the applicable fee in Table 82-116, Library Facilities Development Impact Fee Schedule, then the library facilities development impact fees due shall be calculated according to such assessment~~

Sec. 82-117. – Credits.

- (a) ~~Any developer/fee payor which is obligated to pay a library development impact fee under this section may apply for credit against library development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any land dedication, construction, or contribution for library facility system improvements that are accepted by the County Council for library facility systems improvements identified in the CIP.~~
- (b) Valuation of Credits
- (1) ~~Credit for land dedication for library park and recreation facility system improvements, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the fee payor.~~
 - (2) ~~Credit for construction of library facility system improvements shall be valued by the County Council based on construction costs estimates submitted by the fee payor. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.~~
 - (3) ~~Credit for a contribution for library facility system improvements shall be based on the value of the contribution at the time it is made by the fee payor.~~
- (c) When Credits Become Effective
- (1) ~~Credits for land dedication for library facilities system improvements shall become effective after the credit is approved by the County Council or applicable municipal legislative body pursuant to this section, and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County or applicable municipality in a form established by~~

~~the County or applicable municipality at no cost to the County or applicable municipality, and (b) the dedication of land has been accepted by the County or applicable municipality.~~

- (2) ~~Credits for construction of library facility system improvements shall become effective after the credit is approved by County Council or applicable municipal legislative body⁴ pursuant to this section, a Credit Agreement/Development Agreement is entered into, a suitable maintenance and warranty bond has been received and approved by the County Council or applicable municipal legislative body, and all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County requirements (or municipal requirements, as applicable).~~
- (3) ~~Credits for contributions shall become effective after the contribution is approved by the County Council or applicable municipal legislative body pursuant to this section, and the contribution is provided to and accepted by the County Council or applicable municipal legislative body.~~
- (4) ~~Credits for land dedication, construction of library facility system improvements, or contributions, shall be transferable within the same development for library development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council or applicable municipal legislative body for registration.~~
- (5) ~~The total amount of the credit shall not exceed the amount of the library development impact fees due and payable for the project.~~
- (6) ~~If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council or applicable municipal legislative body. The Credit Agreement/Development Agreement shall specifically outline the land dedication, construction, or contribution for library facility system improvements, the time by which they shall be completed or dedicated and any extensions thereof, and the value (in dollars) of the credit against the library development impact fees the fee payor shall receive.~~
- (7) ~~The County Council or applicable legislative body may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to dedicate land or construct library facility system improvements in the CIP, to the extent the fair market value of the land or the construction of those library facility system improvements exceed the obligation to pay library development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the library facility system improvements constructed.~~

Sec. 82-118. -~~Imposition and Calculation~~ Trust Account for Library Development Impact Fees.

~~The County and the participating municipalities hereby establish segregated Library Development Impact Fee Trust Accounts. All library development impact fees collected by the County and the participating municipalities shall be placed in their respective Trust Account. By November 1 of each year, the participating municipalities shall transfer the library development impact fees they collect to the County. Upon receipt, the County shall place these impact fee funds in its Library Development Impact Fee Trust Account. Each Trust Account shall be interest-bearing and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to library development impact fee funds.~~

~~⁴NOTE TO STAFF: Please provide direction on whether land dedications, construction of buildings, or contributions for park and recreation facilities within a participating municipality will be dedicated or accepted by the municipality. We have drafted the provision as if that would be the case; if that is not the case, we can make a change.~~

- ~~(a) The appropriate library facilities development impact fee, as established in this article, shall be imposed on all developers (fee payors) for which authorization of commencement of a residential development (building permit or, if no subsequent building permit is required, a development permit), is sought from the County, or from a participating municipality in the County, in accordance with this article and the procedures set forth in the County impact fee procedures in Section 82-21 et seq.~~
- ~~(b) When an application for such building permit or development permit is received by the appropriate County or municipal staff/official, the staff/official shall determine:

 - ~~(1) The number of residential dwelling units proposed.~~
 - ~~(2) Whether any of the proposed residential dwelling units qualify for a discount as affordable housing and, if so, the number and type of such units.~~
 - ~~(3) Whether the applicant has applied for an Individual Assessment of Development Impact pursuant to Section 82-117.~~~~
- ~~(c) If an Individual Assessment of Development Impact is submitted, it shall be processed and reviewed pursuant to the requirements of Section 82-117, and accepted, modified, or rejected. If it is accepted or modified, the library facilities development impact fees shall be determined pursuant to Section 82-117.~~
- ~~(d) If an Individual Assessment of Development Impact is rejected, or not requested, the appropriate County or city staff/official shall then multiply the number of proposed residential dwelling units to which the library facilities development impact fee is applicable by the applicable fee per dwelling unit as set forth in the schedule in Table 82-116: Library Facilities Development Impact Fee Schedule.~~
- ~~(e) The procedure for timely processing of building permit or development applications subject to the library facilities development impact fee is set forth below. This procedure is intended to occur concurrently with the County's or participating municipality's required plans review process and to cause no additional delay, unless developer rights (see Section 82-121) and/or county remedies (see Section 82-122) are triggered, or unless a development agreement is sought by the applicant (see Section 82-120).~~

Step Order	Major Steps	Responsible Party	Time
1.	Filing of application for development permit or development approval	Developer/applicant	Initiates process
2.	Determination of amount of development [number of DUs]	Building official	Concurrent with plans review
3.	Determination of the number and type of affordable housing units, if any	Referral to Planning Department	Concurrent with plans review
4	Developer/applicant determines whether to request an Individual Assessment of Development Impact	Developer/applicant	If request made, review occurs concurrent with plan review by Planning Director. Assessment

			accepted, modified, or rejected, and fee determined. Extension of time, as may be necessary
5.	If Individual Assessment not requested, or it is not accepted, multiply number of DUs by applicable library facilities development impact fee per Table 82-116. Alternative: development agreement, if sought by applicant	Building official Planning Department	Concurrent with plans review Extension of time, as may be necessary
6.	Payment of total library facilities development impact fee	Developer/applicant	Upon issuance of building/development permit
7.	Issue receipt for library facilities development impact fee paid	Building official	Upon issuance of building/development permit
8.	Transfer of library facilities development impact fee revenues collected to County Finance Department for placement in appropriate account	Building official	Following issuance of building/development permit

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~~(f) If the proposed residential development includes affordable housing, the applicable library facilities development impact fee shall be reduced in accordance with the discount schedule set forth in subsection 82-33(b)(3)c.; provided, however, that time share dwelling units do not qualify as affordable housing and are not eligible for discounts in any circumstances.~~

~~(g) For a proposed change of use of building or structure or a renovation or rehabilitation which adds residential dwelling units the fee is calculated as follows: Determine only the additional library facilities demand resulting from the change of use or the additional residential dwelling units and calculate the library facilities development impact fee due as above, but only for such additional demand, not for existing demand.~~

~~(h) Increase in service units or change in type of development. The County or participating municipalities may not charge a library facilities development impact fee at a higher rate, nor may it charge additional library facilities development impact fees, for a proposed residential development project, as determined above, unless the number of service units increases or the change in the type or characteristics of the proposed development project changes, thereby increasing the library facilities demand. In that event, the additional library facilities development impact fees calculated and imposed shall be limited only to the demand attributable to the additional service units or to the change in the type of residential development or scope of the proposed residential development project.~~

Sec. 82-119. - Expenditure of Fees for Library Facility System Improvements.

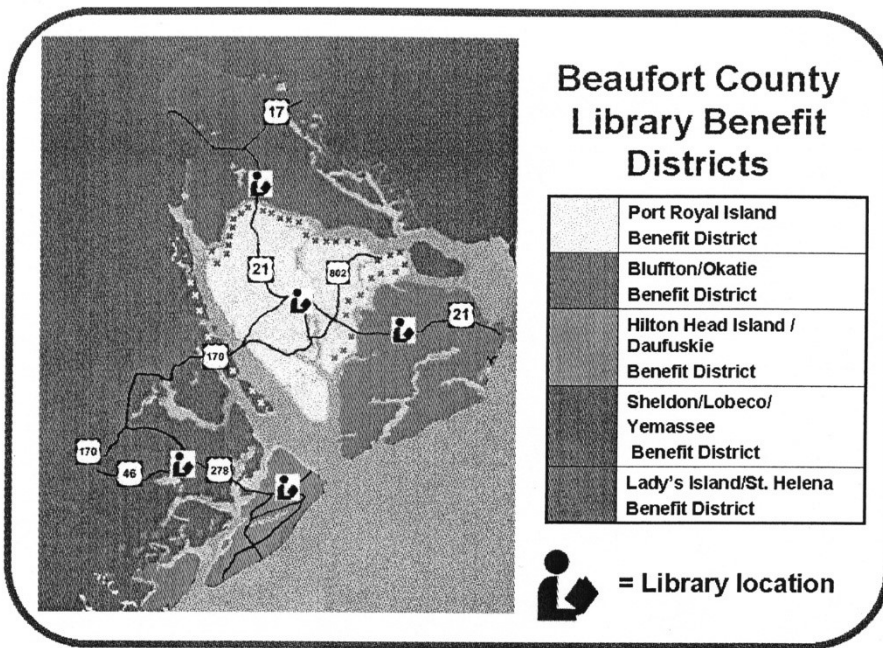
Library development impact fee funds shall be used by the County in accordance with the development impact fee procedures in Section 82-21 et seq., solely and exclusively for library facility system improvements as set forth in the library development impact fee study and CIP. System improvements generally include the following: acquisition of land for development of libraries, expansions to existing library buildings and related facilities, and other library equipment such as bookmobiles.

~~(a) **General Expenditures for Library Facilities.** All library facilities development impact fees shall be used for system improvements as set forth in the County's adopted library facilities capital improvements plan and as summarized in Library Facilities Impact Fee Update Support Study dated August 2006. System improvements generally include the following:~~

- ~~(1) Acquisition of land for, and construction of, new library buildings;~~
- ~~(2) Expansions to existing library buildings;~~
- ~~(3) Furniture, capital equipment and technology with a useful life of five years or more and a cost of \$100,000.00 or more; and~~
- ~~(4) Collection materials.~~

~~(b) **Creation of Benefit Districts for Expenditure of Fees.** To ensure fee payors in the service area receive sufficient benefit in the form of library facilities that are in close proximity to their residential units, the service area is divided into the following five benefit districts: the Hilton Head/Daufuskie Benefit District; the Bluffton/Okatie Benefit District; the Unincorporated Port Royal Benefit District; the Lady's Island/St. Helena Benefit District; and the Sheldon/Lobeco/Yemassee Benefit District. The boundaries of these benefit districts are identified in Figure 82-119(b): Library Facilities Benefit Districts.~~

~~FIGURE 82-119(b):
LIBRARY FACILITIES BENEFIT DISTRICTS~~



~~FIGURE 82-119~~

~~(c) **Impact Fee Expenditures Only Within Benefit District Where Collected.** Library facilities development impact fees shall only be spent within the benefit district where the fee-paying development is located.~~

Sec. 82-120. - Development Agreement Option.

- (a) The developer may pay the library ~~facilities~~ development impact fee, as calculated pursuant to Section 82-115, as the proposed development project's proportionate share of system improvement costs and as full and complete payment of such obligations; ~~or, in.~~ In the alternative, ~~the a~~ developer may enter into an development agreement with the County ~~or a participating municipality~~ pursuant to the State Local Government Development Agreement Act, ~~providing and provide~~ for dedication of land, construction of buildings and related facilities, bookmobiles, library equipment, construction of facilities and/or for payments in lieu of development impact fees for library facilities; through a development agreement.
- ~~(b) The agreement may provide for the construction or installation of system improvements by the developer and for credits or reimbursements for costs incurred by the developer, including interproject transfers of credits or reimbursement for project improvements which are used or shared by more than one proposed development project.~~
- (c) A library development impact fee may not be imposed on a developer who has entered into a development agreement with the County that who provides for the library facility system improvement needs of the developer's development project that is subject to the development agreement.
- (d) A development agreement for library facility ies system improvements may only be entered into with the authorization and approval of both the County and the developer, ~~and after consultation with an affected municipality, if applicable, or the participating municipality and developer, as appropriate.~~

Sec. 82-121. - Developer Rights.

The developer, pursuant to the State Development Impact Fee Act and the County impact fee procedures ~~as set forth~~ in Section 82-21 ~~et seq. et seq.~~, shall have the following rights, ~~any or all of which may be exercised only in accordance with the impact fee procedures as set forth in Section 82-21 et seq. et seq.~~

- (a) *Administrative Appeal.* The developer/applicant may file an administrative appeal with the County Administrator with respect to a municipal or County decision related to the imposition, calculation, collection, ~~processing~~ processing, or expenditure of a library ~~facilities~~ development impact fees, at any time; provided, however, that such appeal must comply with the provisions and requirements of the County impact fee procedures ~~as set forth~~ in Section 82-21 ~~et seq. et seq.~~ If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the ~~impact fee~~ development approval process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the County or participating municipality to be due.
- (b) *Payment under Protest.* The developer/applicant may pay the County-calculated or municipality-calculated development impact fees under protest, pursuant to the County impact fee procedures ~~as set forth~~ in Section 82-21 ~~et seq. et seq.~~ Payment under protest does not preclude the developer/applicant from filing an administrative appeal nor from requesting a refund, nor from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the impact fee procedures in Section 82-21 ~~et seq. et seq.~~
- (c) *Mediation.* The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (fee payor) as well as the County (and, if applicable, municipality) and only to address a disagreement related to the library ~~facilities~~ development impact fee, as calculated by the County or municipality, for the proposed ~~residential~~ development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (fee payor) from pursuing other developer rights and/or remedies, as set forth in this article, the County impact fee procedures in Section 82-21 et seq., or other remedies available by law

Sec. 82-122. - County Remedies.

- (a) The County and a the participating municipalityies (to the extent authorized in the intergovernmental agreements with the County), pursuant to the State Development Impact Fee Act, and the County

impact fee procedures as set forth in Section 82-21 ~~et seq. et seq.~~, and municipalities, to the extent authorized pursuant to intergovernmental agreements with the County, shall have all of the following remedies, which may be exercised individually or collectively: ~~but only in accordance with the impact fee procedures as set forth in section 82-21 et seq. et seq.~~

- (1) *Interest and Penalties.* The County or participating municipality may, ~~at in~~ its sole discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated library ~~facilities~~ development impact fees due, pursuant to the impact fee procedures ~~as set forth~~ in Section 82-21 ~~et seq. et seq.~~
 - (2) *Withholding Building or Development Permit or Development Approval or Certificate of Occupancy.* The County or participating municipality may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the ~~County-calculated or municipality-calculated~~ library ~~facilities~~ development impact fee due.
 - (3) *Lien.* The County may impose a lien on the developer's property, pursuant to the impact fee procedures ~~as set forth~~ in Section 82-21 ~~et seq. et seq.~~ for failure of the developer/applicant to timely pay the required ~~County-calculated or municipality-calculated~~ library ~~facilities~~ development impact fee in full.
- (b) The County or participating municipality may pursue any one or all of the remedies described in subsection (a) of this section, at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of County or municipality rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

Sec. 82-123. – Refund of Fees.

(a) A collected library development impact fee shall be refunded to the owner of record of property on which a library development impact fee has been paid if:

(1) The library impact fee revenues collected on the property have not been expended within three years of the date they were scheduled to be expended, pursuant to the library development impact fee study and CIP; or

(2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.

(b) The amount, timing, and recipient of any refund required by this article of collected library development impact fees shall comply with the standards of Sec. 82-35.

Sec. 82-~~123~~124. - Intergovernmental Agreement Agreements.

Prior to ~~imposition-collection~~ of ~~a the~~ library ~~facilities~~ development impact fee ~~within a municipality in a participating municipality~~, the County shall ~~have entered into~~ an intergovernmental agreement ~~with the participating municipality. Each with the County, as specified in this article, which~~ intergovernmental agreement shall, ~~inter alia~~:

- (a) Specify the reasonable share of funding joint system improvements for library facility system improvements by each governmental unit ~~or entity~~; and
- (b) Provide for the collection of the library ~~facilities~~ development impact fee by the municipality within its corporate limits and by the County within the unincorporated area; and
- (c) Provide for the timely transfer of library development impact fee ~~revenues-funds~~ from the municipality to the County; and
- (d) Provide for the timely expenditure of the library ~~facilities~~ development impact fee ~~revenues-funds~~ by the County, in accordance with ~~its adopted capital improvements plan~~ the CIP.

Sec. 82-~~124~~125. - Termination of the Library Development Fee.

The library facilities-development impact fees shall be terminated upon the completion/conclusion of all of the library facilities-development impact fee-funded capital improvements as set forth in the County's capital improvements planCIP, unless:

- (a) The County adopts a capital improvements planCIP for a subsequent time period; or
- (b) The County adopts an updated library facilities-development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

Secs. 82-~~125~~126—82-130. – Reserved

EXHIBIT F**ARTICLE VI. – FIRE FACILITIES—NORTHERN AND SOUTHERN BEAUFORT COUNTY SERVICE AREAS****Sec. 82-131. - Adoption.**

Pursuant to the impact fee procedures in Section 82-21 et seq., the fire facilities development impact fee is adopted and imposed on all new development in the County, in accordance with the procedures and requirements of this article and the intergovernmental agreement(s) the County has entered into with the participating fire districts a(_____)⁵ and the participating municipalities es of _____.⁶

Sec. 82-132. - Establishment of Service Area.

There are two service areas for fire facilities development impact fees. They are the Bluffton Fire District Service Area and the North Beaufort County Fire District Service Area. The Bluffton Fire District Service Area includes the all participating fire districts south of the Broad River. The North Beaufort County Fire Service Area includes the Burton, Lady's Island St. Helena, and Sheldon fire districts all participating fire districts north of the Broad River. The boundaries of these services areas are identified in Figure 82-132: Beaufort County Fire Facilities Service Areas.

Sec. 82-133. – Incorporation of Support Study.

The County and the participating municipalities hereby rely on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for fire facilities development impact fees for fire facility system improvements set out in *Capital Improvement Plan and Development Impact Fee Study* prepared by TischlerBise, dated July 27, 2020 (hereinafter “fire facilities development impact fee study and CIP”). The fire facilities development impact fee study and CIP are incorporated herein by reference. The fire facilities development impact fee study and CIP sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on the Bluffton Fire District Service Area and the North Beaufort County Fire Service Area.

Sec. 82-134. - Imposition of Fire Facilities Development Impact Fees.

- (a) The fire facilities development impact fees shall be imposed on all new development in the service areas, unless the development is exempted, or an exception or waiver is granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33(b)(3)c.
- (b) The fire facilities development impact fee in the unincorporated County and within a participating municipality shall be paid prior to issuance of a building permit, or if a building permit is not required prior to construction, or prior to issuance of a development permit.

Sec. 82-~~131~~1354. -- Fire Facilities Development Impact Fee Schedule~~districts development impact fee schedule.~~

- (a) Pursuant to this ~~section~~article and the appropriate intergovernmental agreement(s) between the County and the participating municipalities), and in accordance with the County impact fee procedures set forth in Section 82-21 ~~-et seq.~~ et seq., Beaufort County Impact Fee Procedures and the South Carolina Development Impact Fee Act, and the fire facilities development impact fee study and CIP, fire facilities development impact fees shall be imposed in the Bluffton Fire District Service Area and the North Beaufort County Fire Service Area following fire districts, pursuant to appropriate intergovernmental agreements between the county and such fire districts.
- (b) The following general procedure shall be followed upon receipt of an application for a building permit or development permit, whichever is applicable, for new development:

- (1) Identify the applicable service area (Bluffton Fire District Service Area or North Beaufort County Fire Service Area) based on the development’s location;
- (2) Determine if any of the dwelling units qualify for a discount as “affordable housing” in accordance with Sec. 82-33(b)(3)c and if so the number of those dwelling units and the amount of the discount;
- (3) Determine if any of the nonresidential development qualifies for a waiver of the fire facilities development impact fee due to the inclusion of automatic sprinklers, where otherwise not required by the applicable County fire code or fire district codes and regulations.
- (3) Determine whether the applicant has applied for an Individual Assessment of Development Impact in accordance with Sec. 82-1365.
- (4) If an Individual Assessment of Development Impact is not approved, or not applied for, calculate the fee as follows:
 - a. For residential development, identify the number of dwelling units, and the square feet in size of each dwelling unit, then apply the fee schedule in Table 82-1345a: Fire Facilities Development Impact Fee Schedule for Residential Development, by Service Area, to each dwelling unit; and

<u>TABLE 82-1354a: FIRE FACILITIES DEVELOPMENT IMPACT FEE SCHEDULE FOR RESIDENTIAL DEVELOPMENT, BY SERVICE AREA</u>		
<u>Housing Unit Size</u>	<u>Bluffton Fire District Service Area</u>	<u>North Beaufort County Fire Service Area</u>
<u>1,000 sf or less</u>	<u>\$477</u>	<u>\$601</u>
<u>1,001 to 1,250 sf</u>	<u>\$600</u>	<u>\$742</u>
<u>1,251 to 1,500 sf</u>	<u>\$715</u>	<u>\$872</u>
<u>1,501 to 1,750 sf</u>	<u>\$791</u>	<u>\$1,001</u>
<u>1,751 to 2,000 sf</u>	<u>\$877</u>	<u>\$1,084</u>
<u>2,001 to 2,500 sf</u>	<u>\$991</u>	<u>\$1,260</u>
<u>2,501 to 3,000 sf</u>	<u>\$1,115</u>	<u>\$1,343</u>
<u>3,001 to 3,500 sf</u>	<u>\$1,191</u>	<u>\$1,473</u>
<u>3,501 to 4,000 sf</u>	<u>\$1,267</u>	<u>\$1,555</u>
<u>4,001 or more sf</u>	<u>\$1,315</u>	<u>\$1,649</u>

- b. For nonresidential development, determine the fire hazard level of the development, and apply the fee schedule per 1,000 square foot of development in Table 82-134b: Fire Facilities Development Impact Fee Schedule for Nonresidential Development, assigning a fee of \$953 for each Equivalent Dwelling Unit (EDU) (or fraction thereof) in the Bluffton Fire District Service Area, and \$1,178 for each EDU (or fraction thereof) in the North Beaufort County Fire Service Area.. (For purposes of this article, Firefire hazard level means and refers to the extent to which a building or structure contributes to the demand for fire stations, facilities and apparatus, as set forth in the applicable capital improvements plan for the fire district, based on a variety of factors as set forth in Table 10-4A of the Fire Protection Handbook

~~(National Fire Protection Association, 1992) the most recently adopted fire code.⁷ Fire hazard levels are defined/identified as low hazard occupancies, medium hazard occupancies, or high hazard occupancies.~~

TABLE 82-1354b: FIRE FACILITIES DEVELOPMENT IMPACT FEE SCHEDULE FOR NONRESIDENTIAL DEVELOPMENT				
Fire Hazard Level	Up to 1,000 sq ft	1,001 to 5,000 sq ft	5,001 to 10,001 sq ft	10,000 sq ft and larger
	<u>Base Minimum</u>	<u>Additional per 1,000 sq ft</u>		
<u>Low Hazard</u>	<u>1.0 EDU</u>	<u>0.8 EDU</u>	<u>0.5 EDU</u>	<u>0.1 EDU</u>
<u>Medium Hazard</u>	<u>1.5 EDU</u>	<u>1.2 EDU</u>	<u>0.75 EDU</u>	<u>0.15 EDU</u>
<u>High Hazard</u>	<u>2.0 EDU</u>	<u>1.6 EDU</u>	<u>1.0 EDU</u>	<u>0.2 EDU</u>

FIRE DISTRICT	COST PER DU/EDU
Lady's Island—St. Helena	\$ 633.00
Sheldon Township	181.00
Bluffton Township	481.00
Burton	479.00
Daufuskie Island	751.00

~~Sec. 82-132.— Imposition of fire facilities development impact fees.~~

- ~~(a) Upon the effective date of this article, the appropriate fire facilities impact fee, by district, shall be imposed on all developers (fee payers) for which authorization of commencement of a development (building permit or, if no subsequent building permit is required, a development permit), is sought from the county in accordance with this article and the procedures set forth in the Beaufort County Impact Fee Procedures Ordinance.~~
- ~~(b) When an application for such building permit or development permit is received by the appropriate county staff/official, the county shall determine:~~
 - ~~(1) Whether the development project is within one of the applicable fire districts;~~
 - ~~(2) Which fire district it is located in;~~
 - ~~(3) The number of residential dwelling units proposed;~~

- ~~(4) Whether any of the proposed residential dwelling units qualify for a discount as "affordable housing" and, if so, the number and type of such units;~~
- ~~(5) The number of square feet and type of nonresidential development proposed;~~
- ~~(6) Whether the proposed nonresidential development has a low, medium or high fire hazard level; and~~
- ~~(7) Whether the proposed nonresidential development qualifies for a waiver of the fire facilities development impact fee due to the inclusion of automatic sprinklers, where otherwise not required by the applicable county fire code or fire district codes and regulations.~~
- ~~(c) Fire hazard level means and refers to the extent to which a building or structure contributes to the demand for fire stations, facilities and apparatus, as set forth in the applicable capital improvements plan for the fire district, based on a variety of factors as set forth in Table 10-4A of the Fire Protection Handbook (National Fire Protection Association, 1992). Fire hazard levels are defined as low hazard occupancies, medium hazard occupancies or high hazard occupancies. (5) If an Individual Assessment of Development Impact is accepted, pay the fee based on the approved Individual Assessment of Development Impact. (d) The procedure for timely processing of building permit or development applications subject to the fire facilities impact fee is set forth below. This procedure is intended to occur concurrently with the county's required plans review process and to cause no additional delay, unless developer rights (see section 82-136) and/or county remedies (see section 82-137) are triggered, or unless a development agreement is sought by the applicant (see section 82-135).~~

STEP ORDER	MAJOR STEPS	RESPONSIBLE PARTY	TIME
1.	Filing of application for development permit or development approval	Developer/ applicant	Initiates process
2.	Determination of applicability of fire facilities impact fee, and district	Building official	Concurrent with plans review
3.	Amount of development [residential DU's, nonresidential square feet by type of development]	Building official	Concurrent with plans review
4.	If residential development, the number and type of affordable housing units, if any	Referral to planning department	Concurrent with plans review
5.	If nonresidential development, low, medium or high fire hazard rating; and waiver, if applicable, for automatic sprinklers	Referral to applicable fire district	Concurrent with plan review

6.	Determination of EDU total for proposed nonresidential development	Building official	Concurrent with plan review
7.	Determination of combined EDU total for residential and nonresidential portions of proposed development project	Building official	Concurrent with plan review
8.	Multiply number of EDU's by applicable DU/EDU cost per section 83-131 (Alternative: development agreement, if sought by applicant)	Building official (planning department)	Concurrent with plan review (extension of time, as may be necessary)
9.	Payment of total fire facilities impact fee	Developer/ applicant	Upon issuance of building/development permit
10.	Issue receipt for fire facilities impact fee paid	Building official	upon issuance of building/development permit

Sec. 82-133. Fire facilities development impact fee calculation methodology.

- ~~(a) Proposed residential development. Multiply number of DU's by applicable DU/EDU amount for the particular fire district as shown in section 82-131 of this article and as may be adjusted for "affordable housing" units (see subsection (b) below).~~
- ~~(b) Affordable housing. If the proposed residential development includes affordable housing, the applicable fire facilities development impact fee shall be reduced in accordance with the discount schedule set forth in section 6.B.(3)(c) of the Impact Fee Procedures Ordinance; provided, however, that "time share" dwelling units do not qualify as affordable housing and are not eligible for discounts in any circumstances.~~
- ~~(c) Proposed nonresidential development. Multiply number of EDU's (based on type and square footage of building or structure pursuant to nonresidential EDU table set forth herein) by applicable DU/EDU amount for the particular fire district as shown in section 82-131 of this article unless the fire facilities development impact fee is waived due to the inclusion by the developer of automatic sprinklers in a development project where automatic sprinklers are not required by the county fire code or by fire district code or regulation.~~
- ~~(d) Nonresidential EDU table.~~

FIRE HAZARD LEVEL	BUILDING AREA (SQUARE FEET)			
	Up to 1,000 sq. ft.	1,001 to 5,000 sq. ft.	5,001 to 10,000 sq. ft.	10,000 sq. ft. and larger

	Base Minimum	Add Per 1,000 sq. ft.	Add Per 1,000 sq. ft.	Add Per 1,000 sq. ft.
Low Hazard Occupancy	1.0 EDU	0.8 EDU	0.5 EDU	0.1 EDU
Medium Hazard Occupancy	1.5 EDU	1.2 EDU	0.75 EDU	0.15 EDU
High Hazard Occupancy	2.0 EDU	1.6 EDU	1.0 EDU	0.2 EDU

~~(e) Automatic sprinklers. If the developer of a proposed nonresidential development which is not required to be served by automatic sprinklers does, in fact, include an automatic sprinkler system approved by the appropriate fire district, the applicable fire facilities development impact fee shall be waived.~~

~~(f) Proposed mixed residential and nonresidential development. Separately determine residential DU's and nonresidential development, by type and square footage; perform the calculations specified in 3A through 3E, above, as appropriate, and combine the resultant fire facilities development impact fees to derive the total fire facilities development impact fee due for the proposed development project.~~

~~(g) Proposed change of use of building or structure; or renovation or rehabilitation which adds residential dwelling units or nonresidential square footage. Determine only the additional fire facilities demand resulting from the change of use or the additional residential DU's or nonresidential square footage, and calculate fire facilities development impact fee due as above, but only for such additional demand, not for existing demand.~~

~~(h) Increase in service units or change in type of development. The county may not charge a fire facilities development impact fee at a higher rate, nor may it charge additional fire facilities development impact fees, for a proposed development project, as determined above, unless the number of service units increases or the change in the type or characteristics of the proposed development project changes, thereby increasing the fire facilities demand. In that event, the additional fire facilities development impact fees calculated and imposed shall be limited only to the demand attributable to the additional service units or to the change in the type of development or scope of the proposed development project.~~
Sec. 82-1365. - Individual Assessment of Development Impact.

(a) In-lieu of calculating the fire facilities development impact fee by reference to the fee schedule in Table 82-134a: Fire Facilities Development Impact Fee Schedule for Residential Development, by Service Area, or Table 82-134b: Fire Facilities Development Impact Fee Schedule for Nonresidential Development, by Service Area, a fee payor may request that the amount of the required fire facilities development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

(b) If a fee payor requests the use of an Individual Assessment of Development Impact, the fee payor shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the fee payor's expense.

(c) Each Individual Assessment of Development Impact shall be based on the same level of service standard and system improvement costs for fire facilities for the service areas used in the fire facilities

development impact fee study and CIP, shall use the formula for calculating the development impact fees used in the fire facilities development impact fee study and CIP (no adjustments in the assumption of credits shall be made), and shall document the relevant methodologies and assumptions used. The burden shall be on the fee payor requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the fire facilities development impact fee study and CIP and reflected in Table 82-134a: Fire Facilities Development Impact Fee Schedule for Residential Development, by Service Area, and/or Table 82-134b: Fire Facilities Development Impact Fee Schedule for Nonresidential Development, by Service Area, is less accurate than the results of the Individual Assessment of Development Impact.

- (d) Each Individual Assessment of Development Impact shall be submitted to the Planning Director or a designee, and may be accepted, rejected, or accepted with modifications by the Planning Director or a designee as the basis for calculating fire facilities development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for fire facility system improvements created by the proposed development than the applicable fee in Table 82-134a: Fire Facilities Development Impact Fee Schedule for Residential Development, by Service Area, and/or Table 82-134b: Fire Facilities Development Impact Fee Schedule for Nonresidential Development, by Service Area, then the fire facilities development impact fees due under this article shall be calculated according to such assessment.

Sec. 82-1376. - Credits.

- (a) Any developer/fee payor which is obligated to pay a fire facilities development impact fee under this section may apply for credit against fire facilities development impact fees otherwise due, up to but not exceeding the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any land dedication, construction, or contribution for fire facility system improvements that are accepted by the County Council for fire facility systems improvements identified in the CIP.

(b) Valuation of Credits

- (1) Credit for land dedication for fire facility system improvements, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the fee payor.
- (2) Credit for construction of fire facility system improvements shall be valued by the County Council based on construction costs estimates submitted by the fee payor. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.
- (3) Credit for a contribution for fire facility system improvements shall be based on the value of the contribution at the time it is made by the fee payor.

(c) When Credits Become Effective

- (1) Credits for land dedication for fire facilities shall become effective after the credit is approved by County Council pursuant to this section, and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County or applicable Fire District in a form established by the County or applicable Fire District at no cost to the County or applicable Fire District, and (b) the dedication of land has been accepted by the County or applicable Fire District.
- (2) Credits for construction of fire facility system improvements shall become effective after the credit is approved by County Council or applicable Fire District pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into, (b) a suitable maintenance and warranty bond has been received and approved by the County Council or applicable municipal legislative body, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures

have been completed in compliance with all applicable County requirements (or Fire District requirements, as applicable).

- (3) Credits for contributions shall become effective after the contribution is approved by the County Council or applicable Fire District pursuant to this section, and the contribution is provided to and accepted by the County Council or applicable Fire District.
- (4) Credits for land dedication, construction of fire facility system improvements, or contributions, shall be transferable within the same development for fire facilities development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council for registration.
- (5) The total amount of the credit shall not exceed the amount of the fire facilities development impact fees due and payable for the project.
- (6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council or applicable Fire District. The Credit Agreement/Development Agreement shall specifically outline the land dedication, construction, or contribution for fire facility system improvements, the time by which they shall be completed or dedicated and any extensions thereof, and the value (in dollars) of the credit against the fire facilities development impact fees the fee payor shall receive.
- (7) The County Council or applicable municipal legislative body may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to dedicate land or construct fire facility system improvements in the CIP, to the extent the fair market value of the land or the construction of those fire facility system improvements exceed the obligation to pay fire facilities development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the fire facility system improvements constructed.

Sec. 82-1378. - Trust Account for Fire Facilities Development Impact Fees.

The County and the participating municipalities hereby establish segregated Fire Facilities Development Impact Fee Trust Accounts. All fire facilities development impact fees collected by the County and the participating municipalities shall be placed in their respective Trust Accounts. By November 1 of each year, the participating municipalities shall transfer the fire facilities development impact fees they collect to the County. Upon receipt, the County shall place these impact fee funds in its Fire Facilities Development Impact Fee Trust Account. Each Trust Fund shall be an interest-bearing account and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to fire facilities development impact fee funds.

Sec. 82-1341398. - Expenditure of ~~fees for system improvements~~ Fees for Fire Facility System Improvements.

All fireFire facilities development impact fees shall be used by the County in accordance with the development impact fee procedures in Section 82-21 et seq., solely and exclusively for fire facility system improvements as set forth in the parks and recreation development impact fee study and CIP. ~~for the system improvements as set forth in the individual fire district five-year capital improvements plans and as summarized in the Fire Facilities Development Impact Fee Proportionate Share Fee Calculation Methodology Report (September 1999).~~ System improvements generally include the following: new fire stations; fire station renovations that constitute fire station expansions; and major fire apparatus and equipment, such as pumper trucks, tanker trucks, telesquirt trucks, ladder trucks, and the like, ~~which have an individual unit purchase price of not less than \$100,000.~~

Sec. 82-~~13514039~~. - Development ~~agreement option~~ Agreement Option.

- (a) The developer may pay the fire facilities development impact fee, as calculated pursuant to ~~section~~ Section 82-~~1331354~~, as the proposed development project's proportionate share of system improvement costs and as full and complete payment of such obligations. ~~In the alternative, the developer may enter into an agreement with the county~~ County or a participating municipality pursuant to the South Carolina Local Government Development Agreement Act, and provide for dedication of land, construction of fire facility improvements (development of new or renovated fire stations that constitute expansions), contributions of major fire apparatus and equipment, or contributions for fire facility system improvements, through a development agreement providing for payments instead of impact fees for facilities and services.
- ~~(c) That agreement may provide for the construction or installation of system improvements by the developer and for credits or reimbursements for costs incurred by the developer, including inter-project transfers of credits or reimbursement for project improvements which are used or shared by more than one proposed development project.~~
- ~~(db) A~~ A fire facilities development impact fee may not be imposed on a developer who has entered into a development agreement with the county who provides for the fire facility system improvement needs of the developer's development project that is subject to the development agreement.
- ~~(ec)~~ A development agreement for fire facilities may only be entered into with the authorization and approval of both the county and the developer, or the participating municipality and developer, after consultation with the applicable Fire District ~~fire district~~, and with the formal approval of its governing body.

Sec. 82-~~1361410~~. - Developer ~~Rights~~ Rights.

The developer, pursuant to the ~~act~~ State Development Impact Fee Act and the County impact fee procedures in Section 82-21 et seq., and the Beaufort County Impact Fee Procedures Ordinance, shall have the following rights, any or all of which may be exercised only in accordance with the ~~Impact Fee Procedures Ordinance~~ impact fee procedures in Section 82-21 et seq.

- (a) *Administrative appeal.* The developer/applicant may file an administrative appeal with the ~~county administrator~~ County Administrator with respect to a County or municipal of any county decision related to the imposition, calculation, collection, ~~processing~~ processing, or expenditure of a ~~proposed~~ fire facilities development impact fee, at any time; ~~provided, however, that, but~~ such appeal must comply with the provisions and requirements of the County impact fee procedures set forth in Section 82-21 et seq. Beaufort County Impact Fee Procedures Ordinance. The filing of ~~such an~~ appeal will immediately halt the ~~impact fee~~ development approval process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the ~~county~~ County or participating municipality to be due.
- (b) *Payment under protest.* The developer/applicant may pay the ~~county~~ County-calculated or municipality-calculated development impact fee under protest, pursuant to the County impact fee procedures in Section 82-21 et seq. Beaufort County Impact Fee Procedures Ordinance. Payment under protest does not preclude the developer/applicant from filing an administrative appeal, ~~nor~~ from requesting a refund, ~~nor or~~ from posting a bond or submitting an irrevocable letter of credit for the ~~full~~ amount of the ~~development~~ impact fee fees as calculated by the County or municipality to be due, all as set forth in the Impact Fee Procedures Ordinance.
- (c) *Mediation.* The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (fee-payer) as well as the ~~county~~ County (and, if applicable, municipality) and the applicable fire district, and only to address a disagreement related to the fire facilities development impact fee, as calculated by the ~~county~~ County or municipality, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (fee-payer) from pursuing other developer rights and/or remedies, as set forth ~~herein~~ in this article, the County impact fee procedures in Section 82-21 et seq., or other remedies available by law.

Sec. 82-~~137~~142~~1~~. - County remedies.

- (a) The County and the participating municipalities (to the extent authorized in the intergovernmental agreements with the County) county, pursuant to the State Development Impact Fee Act and the County Impact Fee procedures in Section 82-21 et seq. Beaufort County Impact Fee Procedures Ordinance, and the fire districts, to the extent authorized pursuant to intergovernmental agreements with the county, shall have all of the following remedies, which may be exercised individually or collectively but only in accordance with the Impact Fee Procedures Ordinance.
- (1a) Interest and penalties Penalties. The county County or participating municipality may, at in its sole discretion, add to the amount of the calculated fire facilities development impact fee due, reasonable interest and penalties for nonpayment or late payment to the amount of the calculated fire facilities development impact fee due, pursuant to the impact fee procedures in Section 82-21 et seq. Impact Fee Procedures Ordinance.
- (2b) Withholding building or development permit or development approval or certificate of occupancy Building or Development Permit or Development Approval or Certificate of Occupancy. The county County or participating municipality may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the county-calculated fire facilities development impact fee due.
- (3e) Withholding of utility Utility service Service. The county County or participating municipality may withhold the provision of utility services to a proposed development project until the required county-calculated fire facilities development impact fee has been paid in full, in accordance with the procedures set forth in the impact fee procedures in Section 82-21 et seq. Impact Fee Procedures Ordinance.
- (4d) Lien. The county County may impose a lien on the developer's property, pursuant to the impact fee procedures in Section 82-21 et seq. Impact Fee Procedures Ordinance, for failure of the developer/applicant to timely pay the required county-calculated fire facilities development impact fee in full.
- (e) The County or participating municipality may pursue any one, two or all of the remedies described above in subsection (a) of this section, at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of county County or municipal rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

Sec. 82-1432. – Refund of Fees.

(a) A collected fire facilities development impact fee shall be refunded to the owner of record of property on which a fire facilities development impact fee has been paid if:

(1) The fire facilities development impact fee revenues collected on the property have not been expended within three years of the date they were scheduled to be expended, pursuant to the fire facilities development impact fee study and CIP; or

(2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.

(b) The amount, timing, and recipient of any refund required by this article of fire facilities development impact fees shall comply with the standards of Sec. 82-35.

Sec. 82-~~138~~144~~3~~. - Intergovernmental agreement Agreements.

Prior to imposition-collection of a fire facilities development impact fee in a fire district pursuant to this article, the County and the fire district shall enter into an intergovernmental agreement, and the County and the participating municipalities in the relevant fire district service area shall enter into intergovernmental agreements. in a fire district, the county shall have entered into an intergovernmental agreement with that fire district, as specified herein, The Each intergovernmental agreement between the County and participating municipality shall, inter alia:

- (a) Specify the reasonable share of funding of joint system improvements for fire facility system improvements by each governmental unit or entity; and
- (b) Provide for the collection of the fire facilities development impact fee by the municipality within its corporate limits and by the County within the unincorporated County; and
- (c) Provide for the timely transfer of fire facilities development impact fee revenues from the municipality to the County, and then the transfer of the fees collected by the participating municipalities and the County to the fire district; and
- (ed) Provide for the timely expenditure of the fire facilities development impact fee revenues by the applicable fire district, in accordance with its adopted capital improvements plan the CIP.

Sec. 82-~~139~~1454. - Termination of the ~~fee~~Fire Facilities Development Impact Fee.

The fire facilities development impact fee ~~for each fire district shall be terminated~~terminate upon the completion/~~conclusion~~ of all of the fire facilities development impact fee-funded capital improvements, as set forth in the CIP as set forth in the fire district's current, adopted five-year capital improvements plan, unless:

- (a) ~~The fire district adopts a capital improvements plan for the subsequent 5-year period;~~County, in conjunction with the fire districts, adopts a CIP for a subsequent time period; and
- (b) ~~The county~~County adopts an updated fire facilities development impact fee for the fire district service areas, pursuant to the substantive and procedural requirements of the ~~act~~State Development Impact Fee Act; and
- (c) ~~The county and the fire district reenact or reaffirm the intergovernmental agreement, with appropriate revisions as may be necessary.~~

Sec. 82-~~140~~ - Liberal construction.

~~The provisions of this article shall be liberally construed to effectively carry out its purposes in the interest of further promoting and protecting the public health, safety and welfare.~~

Secs. 82-~~141~~1465—82-~~150~~170. - Reserved.

ORDINANCE 2022 / __

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):
SECTION 4.1.70 (DRIVE-THOROUGH FACILITIES) TO CLARIFY THE STANDARDS
FOR DRIVE-THROUGHS IN TRANSECT ZONES.**

WHEREAS, added text is highlighted in yellow and underlined, and deleted text is struck through.

Adopted this ___ day of _____ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

4.1.70 Drive-Through Facilities

Drive-through facilities ~~in conventional zones~~ shall comply with the following:

- A.** **Access.** For locations on corner lots, drive-through access shall occur from the side street. Where possible, rear alley/service lanes shall be used for either the drive-through entrance or exit.
- A.B.** **Drive-through Configuration Service Window Location.** Drive-throughs service windows shall be located to the side or at the rear of the building, and shall be designed so that pedestrian safety is ensured. In no instance shall the drive-through window be located on the side of a building facing a street.
- B.** **Location on Corner Lot.** Drive-throughs serving a building located on a corner lot shall be located to the rear or interior side. In no instance shall the drive-through be located on the side of a building facing a street.
- C.** **Drive-Through Lane Location.** In the T4HCO and T4NC zones, drive-through lanes shall not be located between the front of the building and the primary street; i.e., drive-through lanes shall not circulate around or through the building.
- 1.** In the T4HCO and T4NC zones, drive-through lanes shall not be visible from any primary street. Where the lot configuration makes it impossible to screen the drive-through lane from the primary street with the building, opaque fencing or vegetation may be permitted to fulfill this requirement.
- E.D.** **Stacking Lane Requirements.** Stacking lanes shall be a minimum of 12 feet in width and provide for the stacking of at least five vehicles. One bypass lane, a minimum of 10 feet in width, shall be provided.
- 1.** For uses that will generate over 50 peak-hour trips, a Traffic Impact Analysis shall be submitted in conjunction with Land Development Plan review or Special Use Development Plan review as appropriate; uses generating fewer trips shall provide an evaluation of the site plan by a traffic engineer.
 - 2.** Pedestrian pathways that cross stacking lanes shall be made prominent using raised pavement, pavement markings, and/or signage, to ensure pedestrian visibility and safety.
- E.** **Parking.** In the T4HCO and T4NC zones, parking shall not be located between the front of the building and the primary street.
- C.F.** **Roof.** If covered, the roof over the drive-through shall be of a complementary architectural design as the design covering the primary portion of the structure.
- D.G.** **Talk Boxes.** Talk boxes at drive-through facilities shall be screened by a sound barrier such as landscaping, a fence or a masonry wall.



MEMORANDUM

To: Natural Resources Committee

From: Rob Merchant, AICP, Director, Planning and Zoning Department

Subject: Text Amendment to the Community Development Code (CDC): Section 4.1.70 (Drive-Through Facilities) to clarify the standards for drive-throughs in Transect zones.

Date: January 3, 2022

A. BACKGROUND: The Zoning Board of Appeals recently considered applications for a Variance and Special Use permit for a restaurant with a drive-through. The discussion surrounding those applications revealed that the standards for drive-through facilities in Transect zones should be clarified.

B. EXISTING STANDARDS: Currently, uses with drive-through facilities are permitted in the T2RC, T4HCO, and T4NC Transect zones. “General Offices & Services: with Drive-Through Facilities” are permitted as Conditional uses in the T2RC, T4HCO, and T4NC zones. “General Retail with Drive-Through Facilities” are permitted as Conditional uses in the T4NC Zone. “Restaurant, Cafe, and Coffee Shop with Drive-Through Facilities” are permitted by Special Use in the T4HCO and T4NC zones.

Section 4.1.70 of the Community Development Code sets out the conditions for Drive-Through Facilities. As currently written, Section 4.1.70 reads that the listed standards apply to drive-through facilities in conventional zones--there are no standards set out for facilities in Transect zones. Staff and the Zoning Board of Appeals have applied standards for drive-throughs in Transect zones by “working backward” from standards such as Building Placement, Parking Location, and Allowed Frontage Types; however, additional clarity is warranted. In Transect zones, existing standards require that new buildings are brought forward on the lot, close to the street, and that parking is located behind the building. Drive-through facilities add site-planning requirements for vehicle access to the drive-through window and for vehicle stacking in the drive-through lanes. It is important that the code provide clear guidance on development standards for drive-throughs. To that end, staff is proposing to revise Section 4.1.70 to add specific standards for drive-through facilities in Transect zones.

C. SUMMARY OF PROPOSED AMENDMENT: Staff is proposing to add a new paragraph to Section 4.1.70 that specifically addresses drive-through facilities in Transect zones. The standards mirror requirements the City of Beaufort has in place for drive-throughs. Staff researched other ordinances; however, using the City’s standards as a template makes sense in an effort to coordinate development in areas where there is a mix of City and County jurisdiction.

The proposed amendment sets out specific standards for the location of service windows (not permitted on the front of the building) and drive-through lanes (not allowed between the building and the street), and adds requirements for stacking, parking, and provisions for menu boards.

D. STAFF RECOMMENDATION: Staff recommends approval.

E. BEAUFORT COUNTY PLANNING COMMISSION RECOMMENDATION: The Beaufort County Planning Commission considered this ordinance amendment at their meeting on December 6, 2021. At that meeting, the Planning Commission asked that the ordinance be revised to add access standards for corner lots and for lots with alley access. The Commission voted to recommend approval of the revised text amendment on a vote of seven (7) to two (2).

F. ATTACHMENTS:

- Proposed revisions to Section 4.1.70

4.1.70 Drive-Through Facilities

Drive-through facilities ~~in conventional zones~~ shall comply with the following:

- A.** **Access.** For locations on corner lots, drive-through access shall occur from the side street. Where possible, rear alley/service lanes shall be used for either the drive-through entrance or exit.
- A.B.** **Drive-through Configuration Service Window Location.** Drive-throughs service windows shall be located to the side or at the rear of the building, and shall be designed so that pedestrian safety is ensured. In no instance shall the drive-through window be located on the side of a building facing a street.
- B.** **Location on Corner Lot.** Drive-throughs serving a building located on a corner lot shall be located to the rear or interior side. In no instance shall the drive-through be located on the side of a building facing a street.
- C.** **Drive-Through Lane Location.** In the T4HCO and T4NC zones, drive-through lanes shall not be located between the front of the building and the primary street; i.e., drive-through lanes shall not circulate around or through the building.
- 1.** In the T4HCO and T4NC zones, drive-through lanes shall not be visible from any primary street. Where the lot configuration makes it impossible to screen the drive-through lane from the primary street with the building, opaque fencing or vegetation may be permitted to fulfill this requirement.
- E.D.** **Stacking Lane Requirements.** Stacking lanes shall be a minimum of 12 feet in width and provide for the stacking of at least five vehicles. One bypass lane, a minimum of 10 feet in width, shall be provided.
- 1.** For uses that will generate over 50 peak-hour trips, a Traffic Impact Analysis shall be submitted in conjunction with Land Development Plan review or Special Use Development Plan review as appropriate; uses generating fewer trips shall provide an evaluation of the site plan by a traffic engineer.
 - 2.** Pedestrian pathways that cross stacking lanes shall be made prominent using raised pavement, pavement markings, and/or signage, to ensure pedestrian visibility and safety.
- E.** **Parking.** In the T4HCO and T4NC zones, parking shall not be located between the front of the building and the primary street.
- C.F.** **Roof.** If covered, the roof over the drive-through shall be of a complementary architectural design as the design covering the primary portion of the structure.
- D.G.** **Talk Boxes.** Talk boxes at drive-through facilities shall be screened by a sound barrier such as landscaping, a fence or a masonry wall.

ORDINANCE 2022 / __

TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 4.1.70 (DRIVE-THOROUGH FACILITIES) TO CLARIFY THE STANDARDS FOR DRIVE-THROUGHS IN TRANSECT ZONES AND TO ADD/AMEND STANDARDS TO MANAGE THE DEVELOPMENT OF DRIVE-THROUGHS IN BOTH THE TRANSECT AND CONVENTIONAL ZONES.

WHEREAS, the Community Development Code permits drive-through facilities in both the Conventional zones and Transect zones; and

WHEREAS, Section 4.1.70 of the Community Development Code sets out the development standards for Drive-Through Facilities that apply to drive-throughs in Conventional zones without addressing standards in Transect zones; and

WHEREAS, it is necessary for the Community Development Code to provide clear guidance on development standards to achieve orderly development of drive-through facilities; and

WHEREAS, the Beaufort County Planning Commission considered the ordinance amendments on December 6, 2021, voting to recommend that County Council approve the proposed amendments with revisions addressing access standards for corner lots and lots with alley access; and

WHEREAS, County Council expressed concerns of vehicle stacking interrupting road function on primary streets, directing staff to further address access management to discourage access from primary streets and require drive-throughs to provide access from a secondary street or service alley.

Adopted this ___ day of _____ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

4.1.70 Drive-Through Facilities

Drive-through facilities in conventional zones shall comply with the following:

- A. Vehicular Access Standards for Restaurant, Café, Coffee Shop with Drive-Through Facilities.** Drive-throughs shall provide access from a secondary street and/or rear alley/service lane. The secondary access will serve as the drive-throughs primary entrance and/or exit and provide a direct vehicular connection to an adjacent parcel and/or street. Self-contained rear alley/service lanes proposed within a development site shall not count toward meeting this requirement. Developments that do not propose access along the primary street and only take access from a secondary street or rear alley/service lane are preferred.
- A.B. Drive-through Configuration Service Window Location.** Drive-throughs service windows shall be located to the side or at the rear of the building, and shall be designed so that pedestrian safety is ensured. In no instance shall the drive-through window be located on the side of a building facing a street.
- B. Location on Corner Lot.** Drive-throughs serving a building located on a corner lot shall be located to the rear or interior side. In no instance shall the drive-through be located on the side of a building facing a street.
- C. Drive-Through Lane Location.** In the T4HCO and T4NC zones, drive-through lanes shall not be located between the front of the building and the primary street; i.e., drive-through lanes shall not circulate around or through the building.
- 1.** In the T4HCO and T4NC zones, drive-through lanes shall not be visible from any primary street. Where the lot configuration makes it impossible to screen the drive-through lane from the primary street with the building, opaque fencing or vegetation may be permitted to fulfill this requirement.
- E.D. Stacking Lane Requirements.** Stacking lanes shall be a minimum of 12 feet in width and provide for the stacking of at least five vehicles measured from the order board/talk box location. One bypass lane, a minimum of 10 feet in width, shall be provided.
- 1.** For uses that will generate over 50 peak-hour trips, a Traffic Impact Analysis shall be submitted in conjunction with Land Development Plan review or Special Use Development Plan review as appropriate; uses generating fewer trips shall provide an evaluation of the site plan by a traffic engineer.
 - 2.** Pedestrian pathways that cross stacking lanes shall be made prominent using raised pavement, pavement markings, and/or signage, to ensure pedestrian visibility and safety.
- E. Parking.**
- 1.** A parking reduction of up to 30% can be considered by staff if the business operation provides supporting documentation showing the ratio of drive-through customers compared to inside patronage warrants less onsite parking. The ratio of reduced parking to additional stacking shall be 1:1. An example, if 4 parking spaces are removed, 4

additional stacking spaces are required. The intent is to provide alternatives for uses that generate higher vehicle stacking demand while minimizing additional impervious surfaces and land disturbance.

2. In the T4HCO and T4NC zones, parking shall not be located between the front of the building and the primary street.

€.F. Roof. If covered, the roof over the drive-through shall be of a complementary architectural design as the design covering the primary portion of the structure.

Đ.G. Talk Boxes. Talk boxes at drive-through facilities shall be screened by a sound barrier such as landscaping, a fence or a masonry wall.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE APPROVAL TO TERMINATE AN EASEMENT AND EXECUTE AN EASEMENT ENCUMBERING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS FORDS SHELL RING
MEETING NAME AND DATE:
Natural Resources Committee, March 7, 2022
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager; Brittany Ward, Deputy County Attorney 10 minutes
ITEM BACKGROUND:
New item for Committee recommendation to Council for approval
PROJECT / ITEM NARRATIVE:
During the Fords Shell Ring passive park planning process, it became known that a 1991 easement agreement between the prior landowner and the adjacent landowner was encumbering the property. The terms of that easement were not conducive to the property now that it will be open to the public. The County, Town of Hilton Head Island (as co-owner of the property) and the adjacent landowner wish to terminate the 1991 easement agreement and enter into a new easement agreement.
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Approve as written
OPTIONS FOR COUNCIL MOTION:
Motion to approve recommendation of the ordinance as written to County Council on March 14 th for 1 st reading. Motion to amend the ordinance. Motion to deny the ordinance.

ORDINANCE 2022/_____

AN ORDINANCE AUTHORIZING THE APPROVAL TO TERMINATE AN EASEMENT AND EXECUTE AN EASEMENT ENCUMBERING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS FORDS SHELL RING

WHEREAS, Beaufort County (“County”) co-owns with the Town of Hilton Head Island 6.909 acres of real property known as the Fords Shell Ring and located at 273 Squire Pope Road, Hilton Head Island, SC 29928 with TMS No. R511 003 000 0222 0000; hereinafter the “Property”; and

WHEREAS, the Susan Carter Barnwell Revocable Trust (“Barnwell”) is the owner of 0.33 acres of real property identified as TMS No. R511 003 000 0049 0000 located along Skull Creek adjacent to the Property (hereinafter the “Adjacent Property”), where said Adjacent Property includes the Easement shown and described on the Plat recorded in Plat Book 89 at Page 134, and further described in Deed Book 592 at Page 1022 ; and

WHEREAS, a Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 89 at Page 134, shows a “Proposed Septic Tank & Drainfield Area” on the Property, and a “15’ Access Easement” running from Squire Pope Road to the southern boundary of the Adjacent Property; and

WHEREAS, an easement dated November 26, 1991, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 592 at page 1022 granted an easement encumbering the Property and benefitting the Adjacent Property with uses that are no longer desired by the parties, and as further described in Exhibit A attached hereto and incorporated herein by reference, collectively hereinafter referred to as “1991 Easement”; and

WHEREAS, the County and Barnwell mutually desire to terminate the 1991 Easement and enter into a new perpetual Access and Utility Easement for pedestrian and vehicular ingress and egress to and from the Adjacent Property, and for installation of underground utilities at the sole cost of the Grantee and only serving the Adjacent Property, and as further described in Exhibit B attached hereto and incorporated herein by reference, collectively hereinafter referred to as “2022 Easement”; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the termination of the 1991 Easement, as well as, the execution and delivery of the requested 2022 Easement.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL duly assembled, does hereby authorize the termination of the 1991 Easement shown in Exhibit A, and the execution of the 2022 Easement shown in Exhibit B over a portion of the property known as Fords Shell Ring.

Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **TERMINATION OF
) EASEMENT**

THIS TERMINATION OF EASEMENT (“Termination”) is made this _____ day of _____, 2022, by and between Beaufort County, South Carolina, a political subdivision of the State of South Carolina, and the Town of Hilton Head Island, South Carolina, a political subdivision of the State of South Carolina (collectively hereinafter referred to as “Property Owners”) and SUSAN CARTER BARNWELL, Trustee of the Susan Carter Barnwell Revocable Trust (hereinafter, “Barnwell”), a private landowner (hereinafter collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, Property Owners own 6.909 acres of real property known as the Fords Shell Ring, TMS No. R511 003 000 0222 0000 located at 273 Squire Pope Road, Hilton Head Island, SC 29928; hereinafter the “Property”; and

WHEREAS, Barnwell is now the owner of 0.33 acres of real property identified as TMS No. R511 003 000 0049 0000 located along Skull Creek adjacent to the Property (hereinafter the “Adjacent Property”), where said Adjacent Property includes the Easement shown and described on the Plat recorded in Plat Book 89 at Page 134, and further described in Deed Book 592 at Page 1022 ; and

WHEREAS, a Plat recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Plat Book 89 at Page 134, shows a “Proposed Septic Tank & Drainfield Area” on the Property, and a “15’ Access Easement” running from Squire Pope Road to the southern boundary of the Adjacent Property; and

WHEREAS, an Easement dated November 26, 1991, recorded in the Office of The Register of Deeds for Beaufort County, South Carolina, in Deed Book 592 at page 1022, Thomas C. Barnwell was granted an Easement encumbering the Property and benefitting the Adjacent Property; and

WHEREAS, the Parties mutually desire to terminate the Easement.

NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), and the mutual performance of the covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Termination of Easement. The Parties hereby terminate, release and relinquish all rights in the Easement. The Parties acknowledge that by executing and delivering this Termination of Easement, all rights granted by the Easement are relinquished and are unenforceable by Property Owners and Barnwell and its successors in trust, heirs or assigns.
2. Successors and Assigns. This Termination of Easement shall run with the title and land of both the Property Owners and Barnwell and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their successors, successors in trust, heirs and assigns.

3. Miscellaneous.

- a. *Incorporation of Recitals.* The recitals to this Termination are incorporated as if fully set forth herein.
- b. *Remedies.* In the event either party fails to perform any of the covenants and agreements set forth in this Termination, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity.
- c. *Governing Law; Venue.* This Termination shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Termination shall be in Beaufort County, South Carolina.
- d. *Binding Effect.* This Termination shall run with the land and shall be binding upon and inure to the benefit of Property Owner, its successors and assigns, and Barnwell, its successors and assigns.
- e. *Counterparts.* This Termination may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

WITNESSES:

**BEAUFORT COUNTY,
SOUTH CAROLINA**

Eric L. Greenway, County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this ____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that Beaufort County, South Carolina, by and through Eric L. Greenway, County Administrator, personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Marc A. Orlando, Town Manager

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

The foregoing instrument was acknowledged this ____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that The Town of Hilton Head Island, South Carolina, by and through Marc A. Orlando, Town Manager, personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

WITNESSES:

**SUSAN CARTER BARNWELL REVOCABLE
TRUST**

Susan Carter Barnwell, Trustee

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this ____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that Susan Carter Barnwell, Trustee of the Susan Carter Barnwell Revocable Trust personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
) ACCESS AND UTILITY
 COUNTY OF BEAUFORT) EASEMENT

THIS ACCESS AND UTILITY EASEMENT (hereinafter, the “Easement”) is made effective this ____ day of _____, 2022, by and between **BEAUFORT COUNTY**, a political subdivision of the State of South Carolina, and the **TOWN OF HILTON HEAD ISLAND**, a political subdivision of the State of South Carolina (collectively hereinafter referred to as the “Grantors”) and **SUSAN CARTER BARNWELL**, Trustee of the Susan Carter Barnwell Revocable Trust (hereinafter, the “Grantee”), a private landowner (hereinafter collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, Grantors jointly own 6.909 acres of real property known as the Fords Shell Ring property with TMS No. R511 003 000 0222 0000 located at 273 Squire Pope Road, Hilton Head Island, SC 29928 (hereinafter the “Property”); and

WHEREAS, Grantee is the owner of 0.33 acres of real property with TMS No. R511 003 000 0049 0000 located along Skull Creek adjacent to the Property and accessed through the Property, (hereinafter the “Adjacent Property”); and

WHEREAS, the Grantors have agreed to grant the Easement in favor of the Grantee for ingress, egress and utilities benefiting the Adjacent Property; and

WHEREAS, the Parties desire to set forth in this Easement the terms and conditions governing the Easement.

NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), the performance of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto convent and agree as follows:

1. **Grant and Use of Easement.** Subject to the terms and conditions of this Easement, Grantors do hereby grant, transfer, sell and convey to Grantee, its successors in trust and assigns, a perpetual, appurtenant, non-exclusive easement for pedestrian and vehicular ingress and egress to and from the Adjacent Property, and for installation of underground utilities, at the sole cost of the Grantee, serving the Adjacent Property, only. The Grantee’s use of the Easement shall be limited to pedestrian and vehicular ingress and egress to and from the Adjacent Property, and installation of underground utilities to serve only the Adjacent Property. The area of this Easement is shown and described as “Proposed Permanent Access Easement” on the Plat that is attached hereto and incorporated herein by reference as Exhibit A. Grantee shall provide Grantor with a thirty (30) day written notice prior to any construction, installation, maintenance or repair of utilities in the Easement, and shall obtain written approval from the Grantor prior to initiating any construction, installation, maintenance or repair of utilities in the Easement.

2. **Reservation of Grantors’ Rights.** The Grantors reserve the right to utilize the area of the Easement for any and all purposes that are not inconsistent with and do not permanently interfere with the Grantee’s use of the Easement. Grantee acknowledges that use of the Easement for pedestrian and vehicular access to the Property by the general public and Grantors’ employees, agents and contractors is not a violation of Grantee’s rights under this Easement.

3. No Obligation to Pay Rent, Occupancy Changes or Taxes. No party hereto shall be obligated to pay any rent, taxes, operating expenses or other occupancy or use charges for the rights created by this Easement.
4. Grantors' Property. The Grantee acknowledges the Property is open to the general public, and this Easement does not create any obligation on the Grantors to restrict public access to the Grantee's Adjacent Property, and the Grantors shall never be obligated to install or construct a fence or fence-like structure between all or any part of the Adjacent Property and the Property.
5. Miscellaneous.
 - a. *Incorporation of Recitals.* The recitals to this Easement are incorporated as if fully set forth herein.
 - b. *Remedies.* In the event either Party fails to perform any of the covenants and agreements set forth in this Easement on its part to be performed within the time or times specified herein, the other Party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity.
 - c. *Governing Law; Venue.* This Easement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Easement shall be in Beaufort County, South Carolina.
 - d. *Amendments.* This Easement may not be amended, modified, altered or terminated except by written agreement signed by both Grantors and the Grantee.
 - e. *Binding Effect.* This Easement shall run with the land and shall be binding upon and inure to the benefit of Grantors and their successors and assigns, and Grantee and its successors in trust and assigns.
 - f. *Counterparts.* This Easement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
 - g. *Termination.* Notwithstanding any other remedy provided by law or otherwise provided for in this Easement, this Easement may only be terminated by written agreement signed by all of the Parties.

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

WITNESSES:

GRANTOR:
BEAUFORT COUNTY, SOUTH CAROLINA

Eric L. Greenway, County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this _____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that Beaufort County, South Carolina, by and through Eric L. Greenway, County Administrator, personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

WITNESSES:

GRANTOR:

**TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA**

Marc A. Orlando, Town Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this _____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that The Town of Hilton Head Island, South Carolina, by and through Marc A. Orlando, Town Manager, personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

WITNESSES:

GRANTEE:

SUSAN CARTER BARNWELL REVOCABLE TRUST

Susan Carter Barnwell, Trustee

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this ____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that **Susan Carter Barnwell, Trustee of the Susan Carter Barnwell Revocable Trust** personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

1022

1022

L-6.001

STATE OF SOUTH CAROLINA)

COUNTY OF)

3977

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned,

Thomas C Barnwell Jr and Henry Ford

hereinafter referred to as Grantors, for true and valuable consideration, receipt of which is

hereby acknowledged, grant, bargain, sell, convey, release and deliver to Thomas C Barnwell Jr

PO Box 21057 Hilton Head SC 29928 and _____

hereinafter referred to as the Grantee, an easement and right-of-way extending to all parts of the

property described herein. Such easement being for the purpose of constructing and maintaining

a septic tank, sewer lines, and the necessary drain field lines, and any and all incidental re-

quirements of Beaufort County, and of the laws and regulations of

the State of South Carolina, regarding such septic tank, sewer lines and necessary drain field

lines.

Said easement being more particularly described as follows: (state specifics of lot, block, property, plat reference, width and depth of easement, etc.)

500-600-003-000-009-000

It being the intention of the Grantor to grant unto the Grantee the use of any and all of the afore-said property for the purpose named herein, and further, the Grantor agrees to avoid using, or granting for use, the property granted herein in any manner which contravenes in any way the requirements of the State and County laws and regulations concerning individual waste disposal systems or their construction, use, operation or any combination thereof.

L-6.0

1023

**INSTRUCTIONS FOR COMPLETING
EASEMENT AGREEMENT**

Instructions for Easement Agreement to ensure utilization of property for on-site sewage treatment and disposal.

Please refer to the attached Easement Agreement Form. This form, or a similar one, must be properly executed before a "Permit to Construct" can be issued. The following procedure is provided to assist you in executing the form:

- 1. If using a form different than the attached one, please submit the proposed agreement to the Division of On-Site Wastewater Management in Columbia. After a legal review, the agreement will be returned to the District Environmental Health Director.**
- 2. The Owners (Grantors) must review and sign the agreement in the presence of two (2) witnesses.**
- 3. The document must be probated (see third page).**
- 4. The agreement must be recorded at the county office where deeds and related documents are on record.**
- 5. A copy of the recorded document must be provided to the District Environmental Health Director.**

After the District Environmental Health Director receives written proof that the Easement Agreement has been properly recorded, he will authorize issuance of the "Permit to Construct".

**DHEC/BEH/OWM
7-91**

1024 L-6.002

-2-

TO HAVE AND TO HOLD the interests, rights and privileges unto Thomas C
Name

Barnwell Jr PO Box 21057 Hilltop Road his/her heirs and assigns, forever. The
Address

Grantor agrees not to place, maintain or permit the placing of any structure within the right-of-way granted herein, or use the property within the right-of-way granted herein in any way which is contrary to the laws and regulations of Beaufort County, or of the State of South Carolina. The Grantor reserves the right to use the area within the limits of said right-of-way and surrounding areas, provided that such use shall not interfere with or obstruct the rights herein granted.

Grantors do hereby covenant that they are lawfully seized and possessed of the lands herein described, and have good and marketable title thereto with the lawful right to convey said lands or any interest herein; and that said lands are free of all encumbrances, and that they will forever warrant and defend the title thereto against the lawful claims of all persons.

This agreement shall become null and void in the event that some means of sewage treatment and disposal, approved under the laws of South Carolina, is utilized by the Grantee and thereby renders unnecessary the sewage treatment and disposal system which shall be installed in the parcel easement created by this document.

WITNESS _____ hand and seal this the 26 day of NOV, 1991

WITNESS: Thomas C Barnwell _____ Grantor
Witness A
Sharon Morris _____ Grantor
Witness B

L-6.003

-3-

1025

STATE OF SOUTH CAROLINA)
)
COUNTY OF)

PERSONALLY appeared before me Thomas C. Barnwell and
Witness A
made oath that he saw the within-named Henry Ford sign,
Grantor
seal and, as _____ act and deed, deliver the within-written Easement for the uses and
purposes therein mentioned and that he, with Schuman D. Phillips witnessed
Witness B
the execution thereof.

SWORN to before me this
26 day of 11, 1991

Thomas C. Barnwell
Witness A
Schuman D. Phillips
Witness B

Genevieve L. Winn
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____
My Commission Expires: _____

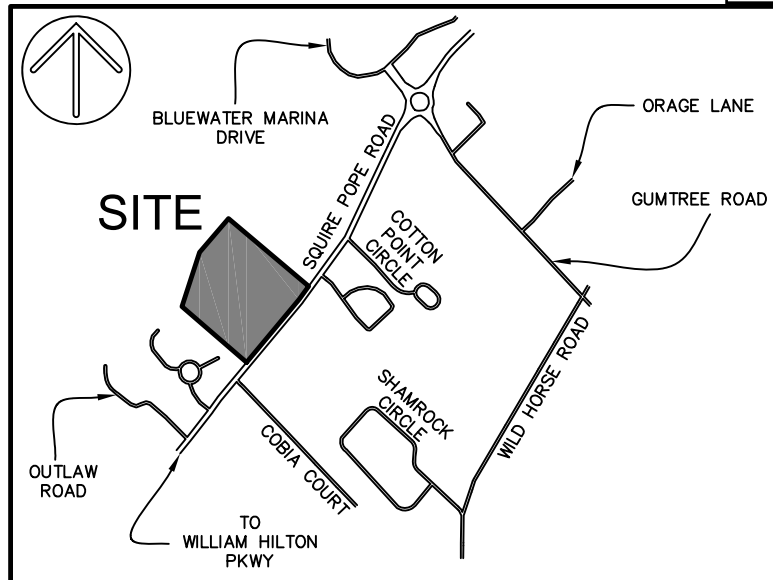
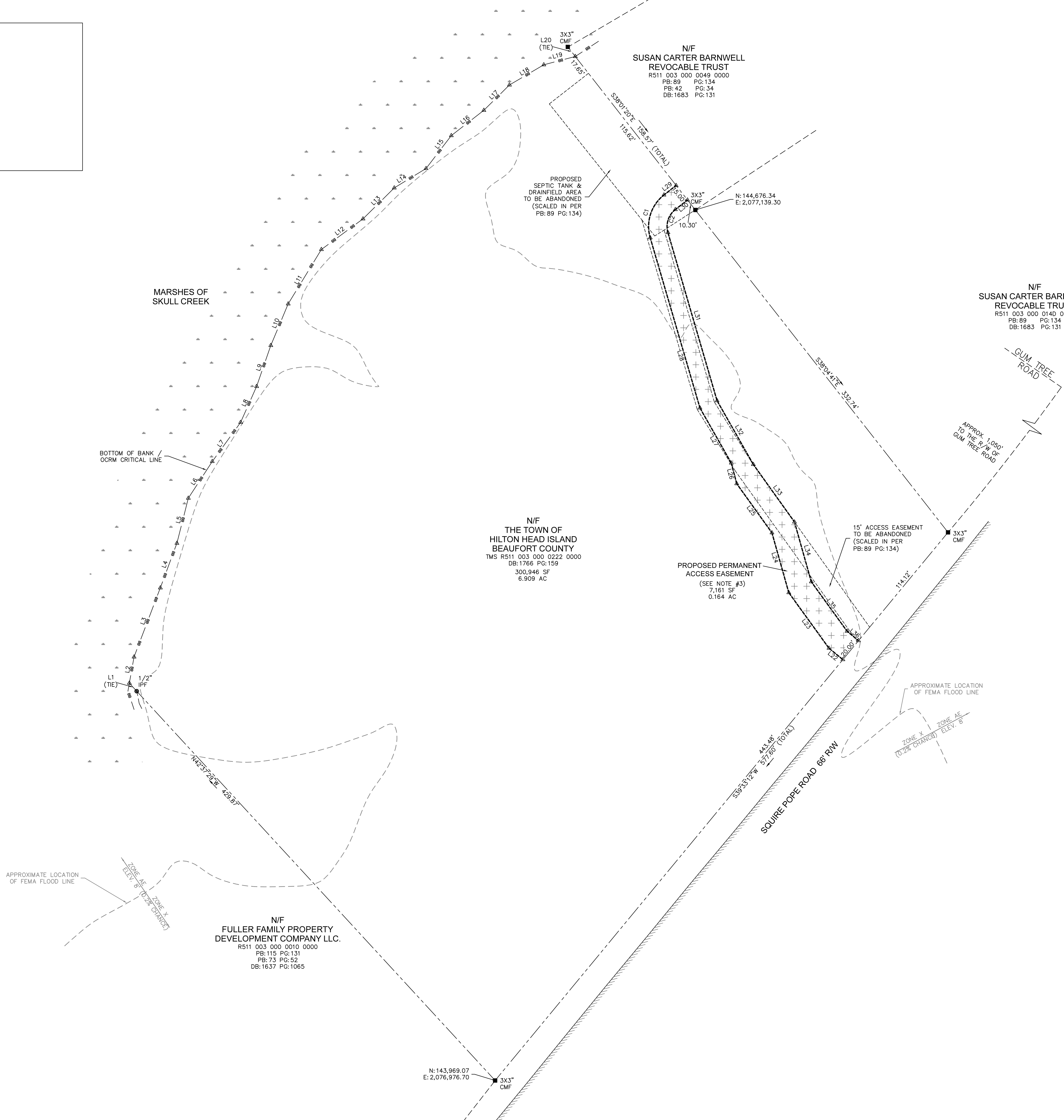
DHEC/BEH/OWM
7-91

Thomas C. Barnwell, Jr.

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN BOOK
1:15	FEB 11 1992	592
O'CLOCK		PAGE
		1022

Thomas C. Barnwell, Jr.

NORTH
SC GRID (NAD 83)



VICINITY MAP NOT TO SCALE

- LEGEND
- ▲ CALC POINT - CORNER NOT SET
 - CMF CONC. MONUMENT FOUND
 - IPF IRON PIPE FOUND
 - ▨ MARSHGRASS
 - ▤ OCRM OCEAN & COASTAL RESOURCE MANAGEMENT
 - BOTTOM OF BANK
 - +++++ PROPOSED PERMANENT ACCESS EASEMENT
 - ////// EDGE OF PAVEMENT

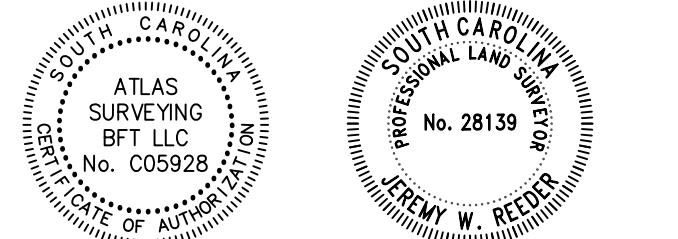
- NOTES
1. THIS PARCEL APPEARS TO LIE IN DUAL FLOOD ZONES, X (0.2% CHANCE) AND AE (ELEVATION 8'), COMMUNITY 450250, MAP NUMBERS 45013C0432G AND 45013C0451G.
 2. HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).
 3. PROPOSED PERMANENT ACCESS EASEMENT TO BE GRANTED TO "BARNWELL SUSAN CARTER TRUSTEE, SUSAN CARTER BARNWELL REVOCABLE TRUST" TO GAIN ACCESS TO TMS# R511 003 000 0049 0000.

PREPARED FOR:
THE TOWN OF HILTON HEAD
A PROPOSED PERMANENT ACCESS
EASEMENT PLAT OF
#273 SQUIRE POPE ROAD
FORD SHELL RING PARK

TAX PARCEL No. R511 003 000 0222 0000
HILTON HEAD ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA
FIELD WORK: LKW
FIELD CHECK: JWR
DRAWN BY: KWF
DATE: 12-09-2021
SCALE: 1"=40'
PROJECT No.: BFT-21209
FILE: BFT-21209 EASE1.DWG

ATLAS
SURVEYING, INC.

49 BROWN'S COVE ROAD, SUITE #5
RIDGELAND, SC 29936
PHONE: (843) 645-9277
WEBSITE: WWW.ATLASSURVEYING.COM



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

JEREMY W. REEDER
S.C.P.L.S. No. 28139
NOT VALID UNLESS CRIMPED WITH SEAL





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Ordinance Repealing an Ordinance Creating the Southern Beaufort County Corridor Beautification Board
MEETING NAME AND DATE:
Natural Resources March 7, 2022
PRESENTER INFORMATION:
Eric Greenway 10 minutes
ITEM BACKGROUND:
County Council created the Southern Beaufort County Corridor Beautification Board in 2013. For reasons set forth in the attached Ordinance administration believes it is time to repeal the Ordinance, dissolve the board, bring the work of the board in-house, to thank the board members for their years or service and to ask them to volunteer on other board and commissions. (Council Vote History, etc.)
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Set forth in Item Background above
OPTIONS FOR COUNCIL MOTION:
Dissolve the board or not This item would appear on Council's Agenda for March 14, 2022

ORDINANCE 2022/ _____

An Ordinance Repealing Ordinance 2013/12 Creating the Southern Beaufort County Corridor Beautification Board

WHEREAS, on March 11, 2013 this body recognized the need to promote and to enhance the appearance of the main traffic corridors of southern Beaufort County and made the beautification of these areas a goal; and

WHEREAS, the Planning Department at the time lacked the staff and expertise to help the County realize this goal; therefore, this body created the Southern Beaufort County Corridor Beautification Board to draw upon the expertise of its citizens and whose purpose it was, and has been, to advise and to make recommendations in the planning, design, implementation, fundraising and promotion of corridor beautification to include, among other things, foliage, landscape architecture and lighting; and

WHEREAS, the work of the board has been exemplary particularly along Highway 278 where medians which were once long stretches of grass, weeds and litter are now beautifully landscaped with complex seasonal combinations of lush and colorful ornamental grasses, shrubs, trees, and bushes which are welcoming and pleasing to visitors and residents, alike; and

WHEREAS, much work remains to be done beautifying the main traffic corridors of southern Beaufort County, but a combination of factors have coalesced which have mitigated the need for the board. Among these factors are the fact that the Planning Department now has on board, the staff and expertise to perform the planning and design work of the board; SCDOT has limited severely the variety of planting which it allows in its rights-of-way; SCDOT abandons maintenance of medians which the County beautified and, in doing so, shifts to the County all costs of future maintenance of the undisturbed grassy medians in perpetuity; and finally, the work of the board has not resulted in the anticipated financial support of the communities and businesses which are located along the corridor and who benefit by the work of the board.

For these reasons Council believes it is best to dissolve this board, to thank the members of the board, some whom have been on the board since its creation, for their years of hard work which is much appreciated and which will be enjoyed by visitors and residents for years to come, to ask board members to channel their time and talents to one of the County's many other boards and to bring in-house planning, design and implementation of future beautification efforts along southern Beaufort County's traffic corridors.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL THAT Ordinance 2013/12 which appears in Beaufort County Code of Ordinances at Chapter 2 Administration, Article V Boards and Commissions, Division 3 Southern Beaufort County Corridor Beautification Board, Sections 2-251 through 2-270 are hereby repealed.

Adopted this _____ day of _____, 2022__.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah w. Brock, JD, Clerk to Council

First Reading:

Second Reading:

Third reading:

PART I - GENERAL ORDINANCES
 Chapter 2 - ADMINISTRATION
 ARTICLE V. - BOARDS AND COMMISSIONS
 DIVISION 3. SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD

~~DIVISION 3. SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD~~

Sec. 2-251. Title.

The name of the organization shall be known as the Southern Beaufort County Corridor Beautification Board.
 (Ord. No. 2013/12, § 1, 3 11 2013)

Sec. 2-252. Composition.

The board shall be comprised of the following membership:

- (a) — One member from County Council District 5.
- (b) — One member from County Council District 6.
- (c) — One member from County Council District 7.
- (d) — One member from County Council District 8.
- (e) — One member from County Council District 9.
- (f) — One member from County Council District 10.
- (g) — One member from County Council District 11.
- (h) — One member nominated by the Town of Bluffton for appointment by county council.
- (i) — One member nominated by the Town of Hilton Head Island for appointment by county council.

(Ord. No. 2013/12, § 2, 3 11 2013)

Sec. 2-253. Filling of vacancies.

Any vacancy on the board will be filled in the same manner as provided for under sections 2-191 through 2-198 of the Beaufort County Code of Ordinances upon nomination of the respective member of county council, the Town of Bluffton, or Town of Hilton Head Island depending upon the seat that is vacated.

(Ord. No. 2013/12, § 3, 3 11 2013)

Sec. 2-254. Chairperson.

The members shall elect a chairperson from its membership.

(Ord. No. 2013/12, § 4, 3 11 2013)

~~Sec. 2-255. Meetings.~~

~~The board shall meet at the call of the chairperson, at least quarterly, and shall be conducted in compliance with the South Carolina Freedom of Information Act. Minutes shall be kept of any meetings and the board shall forward a copy of said minutes to the Beaufort County Council within 30 days of their completion and adoption by the board. A majority of the number of members on the board shall constitute a quorum for transaction of business at any meeting. A majority of those present and voting shall be required to decide any issue after a quorum has been established.~~

~~{Ord. No. 2013/12, § 5, 3-11-2013}~~

~~Sec. 2-256. Purpose.~~

~~The purpose of the board will be to advise and make recommendation to the Beaufort County Council on the design, enhancement, implementation, maintenance and funding of aesthetic corridor spaces along certain roadways located in Southern Beaufort County.~~

~~{Ord. No. 2013/12, § 6, 3-11-2013}~~

~~Sec. 2-257. Annual budget.~~

~~The board shall submit a recommended annual budget to Beaufort County Council for review and adoption indicating all anticipated sources of revenue, all anticipated expenditures, and any remaining funds that have been carried over from previous years. Additionally, the board shall advise and make recommendations to county council on the expenditure of any and all county funds that may be appropriate to it as well as the design and implementation of any improvement projects that will occur on land owned, maintained, or subject to the control of Beaufort County Council.~~

~~{Ord. No. 2013/12, § 7, 3-11-2013}~~

~~Sec. 2-258. Appointment of other committees.~~

~~The board may appoint such other standing, special, or advisory committees from time to time as it deems appropriate. Members of such committees may include board members, as well as individuals representing specialized interests in areas that would be beneficial to the board carrying out its purpose.~~

~~{Ord. No. 2013/12, § 8, 3-11-2013}~~

~~Sec. 2-259. Conflict of interest.~~

~~The board shall adhere to all conflict of interest prohibitions and disclosure requirements provided in South Carolina Code of Laws § 8-13-700 et seq., as well as any applicable provisions of the Beaufort County Purchasing Ordinance.~~

~~{Ord. No. 2013/12, § 9, 3-11-2013}~~

~~Secs. 2-260—2-270. Reserved.~~

ORDINANCE NO. 2013 / 12

AN ORDINANCE TO CREATE THE SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD TO ASSIST AND ADVISE BEAUFORT COUNTY COUNCIL IN DESIGN, IMPLEMENTATION, FUNDRAISING AND PROMOTION OF CORRIDOR BEAUTIFICATION ALONG HIGH VOLUME TRAFFIC CORRIDORS IN THE SOUTHERN AREAS OF BEAUFORT COUNTY

WHEREAS, Beaufort County desires to promote and enhance the aesthetic values of high volume traffic corridors in southern Beaufort County by the creation of the Southern Beaufort County Corridor Beautification Board (the "Board"); and

WHEREAS, the Board will advise and make recommendations to the Beaufort County Council in the planning, design, implementation, fundraising and promotion of corridor beautification, to include, but not be limited to, vegetative plantings, elements of landscape architecture, and lighting along certain county and state roads located in southern Beaufort county; and

WHEREAS, the Board shall create such technical sub-committees as may be necessary to adequately assist the Board in carrying out its functions; and

WHEREAS, County Council shall have the authority to exercise ultimate control over any County provided lands and any work that is to be performed on County controlled, owned, or maintained property; and

WHEREAS, the provisions contained in this Ordinance shall replace Beaufort County Resolution 2012/24 and to the extent necessary, Beaufort County Resolution 2012/24 is hereby revoked.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that there is hereby created a Southern Beaufort County Corridor Beautification Board that shall be organized and operated according to the following Charter Provisions:

Section 1. The name of the organization shall be known as the Southern Beaufort County Corridor Beautification Board.

Section 2. The Board shall be comprised of the following membership:

- a) One member from County Council District 5
- b) One member from County Council District 6
- c) One member from County Council District 7
- d) One member from County Council District 8
- e) One member from County Council District 9
- f) One member from County Council District 10
- g) One member from County Council District 11

- h) One member nominated by the Town of Bluffton for appointment by County Council
- i) One member nominated by the Town of Hilton Head Island for appointment by County Council

Section 3. Any vacancy on the board will be filled in the same manner as provided for under Section 2-191 through 2-198 of the Beaufort County Code of Ordinances upon nomination of the respective member of County Council, the Town of Bluffton, or Town of Hilton Head Island depending upon the seat that is vacated.

Section 4. The members shall elect a Chairperson from its membership.

Section 5. The Board shall meet at the call of the Chairperson, at least quarterly, and shall be conducted in compliance with the South Carolina Freedom of Information Act. Minutes shall be kept of any meetings and the Board shall forward a copy of said minutes to the Beaufort County Council within thirty (30) days of their completion and adoption by the Board. A majority of the number of members on the board shall constitute a quorum for transaction of business at any meeting. A majority of those present and voting shall be required to decide any issue after a quorum has been established.

Section 6. The purpose of the Board will be to advise and make recommendation to the Beaufort County Council on the design, enhancement, implementation, maintenance and funding of aesthetic corridor spaces along certain roadways located in Southern Beaufort County.

Section 7. The Board shall submit a recommended annual budget to Beaufort County Council for review and adoption indicating all anticipated sources of revenue, all anticipated expenditures, and any remaining funds that have been carried over from previous years. Additionally, the Board shall advise and make recommendations to County Council on the expenditure of any and all County funds that may be appropriate to it as well as the design and implementation of any improvement projects that will occur on land owned, maintained, or subject to the control of Beaufort County Council.

Section 8. The Board may appoint such other standing, special, or advisory committees from time to time as it deems appropriate. Members of such committees may include Board members, as well as individuals representing specialized interests in areas that would be beneficial to the Board carrying out its purpose.

Section 9. The Board shall adhere to all conflict of interest prohibitions and disclosure requirements provided in South Carolina Code of Laws § 8-13-


700 *et seq.*, as well as any applicable provisions of the Beaufort County Purchasing Ordinance.

Adopted this 11th day of March, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Joshua A. Gruber, Staff Attorney

ATTEST:


Suzanne M. Rainey, Clerk to Council

First Reading: February 11, 2013
Second Reading: February 25, 2013
Public Hearing: March 13, 2013
Third and Final Reading: March 13, 2013

~~TO BE REPEALED~~



BEAUFORT COUNTY COUNCIL

AGENDA ITEM S

SUMMARY

ITEM TITLE:
Text Amendments to Chapter 14, Article II: Animal Control Ordinances
MEETING NAME AND DATE:
Community Services Committee 03/07/2022 02:00 PM
PRESENTER INFORMATION:
Brittany Ward, Deputy County Attorney (Presenting) & Tallulah McGee, Director of Animal Services (Co-Presenting)
15 Minutes
ITEM BACKGROUND:
First time being brought forward
PROJECT / ITEM NARRATIVE:
Numerous proposed changes to Chapter 14’s Animal Control Ordinances. (See Backup Material)
FISCAL IMPACT:
No Physical or Financial Impact
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval of Text Amendments
OPTIONS FOR COUNCIL MOTION:
Move forward to Council for First Reading

2022 / _____

AN ORDINANCE AMENDING CERTAIN TEXT IN THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 14: ANIMALS

WHEREAS, Beaufort County (“County”) established Chapter 14 of the Beaufort County Code of Ordinances, referred to as the Animal Control Ordinance, in 2010;

WHEREAS, the County recommends that certain text amendments be made to Chapter 14 in order to better address the health and safety of Beaufort County citizens and visitors;

WHEREAS, the deleted text is struck through and the added text is underlined in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Beaufort County Council finds it appropriate and in the best interests of its citizens and visitors to amend the text as shown in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council, at a duly assembled meeting, hereby approves certain text amendments to Chapter 14 of the Beaufort County Code of Ordinances as described in Exhibit A, attached hereto and incorporated herein by reference.

Adopted this _____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Court

ARTICLE II. - ANIMAL CONTROL^[2]

Sec. 14-27. - Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined:

Abandonment shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours.

Animal shall mean a live vertebrate creature except a human being.

BCAS shall mean Beaufort County Animal Services.

BCAS director shall mean any person so appointed by the county administrator.

BCAS facility shall mean any facility so designated by the ~~county council~~ county administrator for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

BCAS officer shall mean any person employed by the county as an enforcement officer of the provisions of this chapter.

Breeder shall mean any person owning unaltered pets with the intent of selling pets' offspring.

County Administrator shall mean the individual in the said position or its assignee or designee.

Domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

Dub shall mean to trim or remove.

Feral shall mean any animal that was domesticated at one time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

Infraction shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

Kennel shall mean a small shelter for a dog, cat or other animal.

Livestock shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.

Muzzle shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

Non-domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

Nuisance shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

Owner shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her for three or more days.

Pet shall mean any animal, which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

Pit Bull shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics

which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

Provocation shall mean an intentional action or statement made to incite anger, aggression, annoyance or a violent response.

Serious injury shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.

Shelter shall mean a structure made of durable material with four walls, a roof, and floor that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

Tethering shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

~~*Strict voice control* shall mean demonstrable control or governance of the behavior of any animal as if such animal were controlled by a leash. However, when an animal destroys or damages any property, attacks, threatens to attack, or interferes with any person in any manner, becomes a nuisance, or strays onto the private property of another, there shall be a presumption of law that the animal was not under strict voice control.~~

Unaltered shall mean a pet which has not been spayed or neutered.

~~*Under restraint* shall mean when an animal is prevented from freedom of movement or action; and is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device. when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.~~

Sec. 14-28. - County pet license; rabies vaccination tags.

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current county annual or lifetime license. The owner of any pet over four months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No county license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have 30 days in which to obtain the license.

Sec. 14-29. - Lifetime/annual pet license issuance, fees and exemptions.

- (a) *Eligibility.* The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.
- (b) *Permanent identification requirement.* A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see section 14-30.
- (c) *Pets previously microchipped.* If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:
 - (1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.
 - (2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.

- (3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.
- (d) *County license and fees.* The BCAS director shall establish a fee schedule subject to the approval of ~~county council~~ county administrator. All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.
- (1) *Lifetime pet license.* To be eligible for a lifetime pet license a pet shall:
- Be spayed or neutered.
 - Microchipped.
 - Pay the appropriate one-time fee per the published fee schedule.
- (2) *Annual pet license.* All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:
- Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.
 - Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

Sec. 14-30. - Declaration of restricted dog, appeal of breed determination.

- (a) For the purposes of this section, a restricted dog shall be defined as a Pit Bull.
- (b) No person may own, keep, or harbor a restricted dog in violation of this section.
- (c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof that one of the following exemptions applies:
- The restricted dog is less than four months of age;
 - A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance;
 - The determination of the dog's breed is under appeal pursuant to subsection (f); or
 - The owner or custodian has owned or had custody of the dog less than 30 days.
- (d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.
- (e) ~~Determination of breed and appeal of determination.~~
- (1) *Determination.* The BCAS director or his/her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in

the dog's conformance to the standards defined in section 14-27 for Pit Bulls shall not be construed to indicate the dog is not a Pit Bulldog under this section.

- (2) *Notice.* Upon determination of the breed, the BCAS officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed and state the dog shall be spayed or neutered within ten (10) days of receipt of said notice. ~~mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.~~
- (3) *Compliance.* The owner or custodian of an unaltered restricted dog shall comply with this article within ten days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance, the original owner or custodian must provide BCAS with the new owner's name and address.
- (4) *Non-Compliance.* If the owner or custodian of a dog determined to be a restricted breed under this Section fails to comply with the requirements of this Section, then a citation shall be issued by a BCAS Officer and a hearing shall be held in the Beaufort County Magistrate Court for a final breed determination. If following a final breed determination by the Beaufort County Magistrate Court, the Court finds the dog to be a restricted breed, the Court shall require the dog to be spayed or neutered within 10 (ten) days and require the owner or custodian to provide written verification to BCAS confirming compliance within the same time period.
If after a final breed determination, the owner or custodian fails to comply with the restricted breed requirements, BCAS shall petition the Beaufort County Magistrate Court for an animal pickup order or a search warrant for the temporary seizure of the dog for purposes of enforcing the requirements of this Section. The owner or custodian of the restricted dog shall be responsible for any and all costs associated with enforcing the requirements of this Section.
- ~~(f) Appeal. Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten days of service of the notice.~~

Sec. 14-31. - Pet breeder license, inspection and fees.

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

- (a) Individuals engaged or intending to engage in breeding, must obtain a non-transferable pet breeder license from BCAS.
- (b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.
- (c) BCAS shall conduct an inspection of the identified property for the pet breeders' license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.
- (d) To qualify for a pet breeder license the applicant must demonstrate the following:
 - (1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.
 - (2) All pet enclosures must be constructed in such a manner that they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.
 - (3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.

- (4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.
- (e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.
- (f) The pet breeder license fee published in the fee schedule approved by ~~county council~~ county administrator. The license shall expire 365 days after the date it is issued.
- (g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by BCAS.

Sec. 14-32. - Dangerous animals.

- (a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:
 - (1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
 - (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other ~~that~~ than the place where the animal is confined;
 - (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
 - (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
 - (5) An animal, which is used as a weapon in the commission of a crime.
- (b) Notwithstanding paragraph (a) above, a magistrate judge may (or may not) deem an animal a dangerous animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, when an attack results in serious injury to a human.
- (c) Declaration of a dangerous animal, confinement requirements, and final determination of a dangerous animal declaration.
 - (1) Declaration. A BCAS officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon the initial determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.
 - (2) When, in the discretion of a BCAS officer or law enforcement officer, the animal initially determined to be dangerous has caused serious injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a magistrate judge. When a BCAS officer or law enforcement officer takes temporary possession of an animal pursuant to this section, the requirements of ~~section paragraph (3) of this section, paragraphs "a" through "e" below~~ shall be held in abeyance during the pendency of a hearing.
 - (3) Confinement requirements ~~and registration~~. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration as follows:

a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.

~~b. The pen or kennel must be clearly marked as containing a dangerous animal.~~

e. ~~b.~~ No person shall permit a dangerous animal to go outside its ~~kennel or pen~~ confined space unless such animal is securely leashed and muzzled with a leash no longer than six feet in length.

An exception to such animal being muzzled may be made if a muzzle would cause harm to the health of the animal. In order for this exception to apply, the owner shall provide BCAS with a written statement from a licensed veterinarian stating the name and description of the animal, that a muzzle will cause harm to the said animal, and the type of harm which would be caused to the said animal. If this exception is applicable, then the animal shall be required to wear a harness while on a leash.

~~d. The owner of a dangerous animal must provide BCAS with proof of liability insurance or surety bond of at least \$50,000.00.~~

~~e. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.~~

(4) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable. After a final determination and declaration of a dangerous animal by the Beaufort County Magistrate Court, the owner shall adhere to the following requirements:

a. Insurance Requirement. ~~Owner~~ owner must provide BCAS with proof of liability insurance or surety bond of a least \$50,000. If proof of liability is provided, it must adhere to the following requirements:

i. animal must be specifically referred to by name and description;

ii. may not contain exceptions related to liability towards third parties and/or restricted to Owner's real property; and

iii. may not contain exceptions related to animal bites or injuries to third parties.

b. Notice of Dangerous Animal. No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his/her premises. A dangerous animal is "unconfined" as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal.

c. Registration and License. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county administrator approval.

~~(5) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

Sec. 14-33. - Running at large.

(a) *Unlawful.* It shall be unlawful for any owner or custodian of any dog to permit, or allow in any way whether intentionally or unintentionally, the same to run at large except on property owned or rented by the owner or custodian. All dogs must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

1. For purposes of this Section, the term permit shall be defined as an act, regardless of the intent of the owner or custodian of the dog, which allows or provides opportunity for an action to occur.

2. For purposes of this Section, the term “run at large” is defined as a dog off the premises of the owner or custodian and not under the physical control of the owner or custodian by means of a leash or other similar restraining device.
3. For purposes of this Section, the term “under restraint” is defined as when a dog is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device.

~~(b) — *Exemption.* Except as provided herein, no person shall bring or allow any dog, or any other animal on the beach that is not at all times on a leash between the hours of 10:00 a.m. and 5:00 p.m. from April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30. No person shall bring or allow any dog, or any other animal, on the beach between the hours of 10:00 a.m. and 5:00 p.m. from the Friday before Memorial Day weekend through the Monday of Labor Day weekend. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control of the responsible person between 5:00 p.m. and 10:00 a.m. from April 1 through September 30. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control at any hour from October 1 through March 31.~~

~~No person shall permit any excrement from any animal under that person's control to remain on the beach, but shall dispose of same in a sanitary manner.~~

~~From April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30 of each year, dogs or any other animal, other than seeing eye dogs, shall not be allowed in any designated swimming area unless on a leash and walking through the area between 10:00 a.m. and 5:00 p.m.~~

~~(e) (b) *Exempt dogs.* Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large". A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

Sec. 14-34. - Nuisance pets or livestock.

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property. Determination of a nuisance pet is a lesser-included offense of a dangerous animal determination, as defined in Section 14-32.

(1) Final determination of a nuisance pet by the Beaufort County Magistrate Court requires that the owner shall:

- a. If the pet is outdoor and not under restraint, the pet shall be confined to a fenced in area, whereby the height of the fence shall be sufficient to keep the pet contained at all times.
- b. Regardless of location, the pet shall not be allowed outside of a fenced in area without being kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

(b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:

- (1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.
- (2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.

- (3) Failure to maintain a dangerous animal in a manner other than that which is described in Section 14-32.
 - (4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.
 - (5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.
 - (6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.
 - (7) Maintaining a pet or livestock that is diseased and dangerous to the public health.
 - (8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.
 - (9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.
- (c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.
- (d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in chapter 14 of this Code.
- ~~(1) No person shall be charged with violating this section unless a written warning was given to the owner or person in custody of the animal by a BCAS officer or law enforcement officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, it is posted upon the property of the owner or person in custody, or mailed first class to such person. Such records are prima facie evidence that such warnings were given.~~
- ~~(2) No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.~~

Sec. 14-35. - Animal cruelty and neglect.

- (a) *Animal care generally.* It shall be unlawful for an owner to fail to provide his/her animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, ~~and~~ or humane care and treatment. It shall be determined a failure to provide sufficient good and wholesome food, or proper shelter and protection from weather when an animal has gone without for a period of twelve (12) consecutive hours.
- (b) *Mistreatment.* It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.
- (c) *Physical alteration.* It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears, tail, wattle, or comb, except if by a licensed veterinarian.

- (d) *Abandonment.* It shall be unlawful for any owner to abandon an animal as defined in Section 14-27 of this Chapter.

(1) *Abandonment During Named Storm.* It shall be unlawful for an individual to abandon an animal and allow an animal to remain in a home, building, fence, cage, coop, crate, or any other structure when any named tropical storm or named hurricane is expected to impact Beaufort County. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning, or evacuation; or when a hurricane watch, warning, or evacuation is in effect for Beaufort County. This Section is applicable to those properties specifically located in Special Flood Hazard Areas as described in the Beaufort County ordinances.

- (e) *Unlawful tethering.* No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

No animal shall be tethered during any named tropical storm or named hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning or evacuation or a hurricane watch, warning or evacuation is in effect for Beaufort County.

- (1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:
- a. Inside a pen or secure enclosure;
 - b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
 - c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.
- (2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding, herding cattle or other livestock, or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

(f) *Animal Neglect.* It shall be unlawful for an individual or owner who fails to provide sufficient food or water for any period of time, provide inadequate shelter, or in general not adequately care for an animal. The violation of this this Paragraph shall be at the discretion of the BCAS Director or BCAS Officer and shall result in the issuance of an administrative citation as provided for in Section 14-47.

Sec. 14-36. - Sale of animals, pets or livestock.

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet, or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.
- (b) No person shall offer an animal, pet, or livestock as an inducement to purchase a product, commodity, or service.

- (c) No person shall sell, offer for sale, or give away any animal or pet four weeks of age, except as to surrender to the BCAS or to a licensed pet rescue organization.
- (d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section 14-36.
- (e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.

Sec. 14-37. - Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.

- (a) *Seizure and right of entry.* If the owner does not give permission to the BCAS officer for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the BCAS officer shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.
- (b) *Citation.* The BCAS officer shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time, date, and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the BCAS officer shall post a copy of the notice at the property where the animal was seized.
- (c) *Custody.* The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 14-39, below.
- (d) ~~[Euthanasia.]~~ Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes, as determined appropriate by BCAS.

Sec. 14-38. - Impoundment.

- (a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.
- (b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at an animal care facility.
- (c) The owner of a ~~pet or livestock~~ dog that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has ~~ten days~~ fourteen (14) consecutive days from the date of mailing to contact BCAS for pick-up. If the owner does not pick up the said dog within fourteen (14) consecutive days of notification from BCAS, the dog may be euthanized. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within ~~ten days~~ fourteen (14) consecutive days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For ~~pets or livestock~~ dogs impounded with BCAS, the BCAS director or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the ~~pet or livestock~~ dog humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).
- (d) Notwithstanding the above, pets or livestock impounded at BCAS facility, which are deemed by the BCAS director or his/her designee, or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain, or near death may be humanely euthanized immediately.

- (e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the BCAS and or affiliated organizations as soon as possible for the mandatory holding period.

Sec. 14-39. - Redemption.

- (a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:
 - (1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS director or his/her designee may at their discretion issue a warning or administrative citation for the first offense after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to ~~county council~~ county administrator's approval.
 - (2) In addition to the administrative penalty for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered; an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.
 - (3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exemptions in stated subsection 14-29(d) when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 14-32, 14-33, 14-34, or 14-35.
- (b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.
- (c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

Sec. 14-40. - Adoption.

- (a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained in this section.
- (b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.
- (d) The BCAS director or his/her designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food; or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 days from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his/her case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to BCAS, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

Sec. 14-41. - Trapping.

- (a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock, or domestic animals within Beaufort County without prior approval from the BCAS. Any pets, livestock, or domestic animals trapped with prior approval from the BCAS will be reported or delivered to the BCAS for purposes of identification of the pet's owner and record keeping of the trapping. It shall be unlawful for any person to

remove, destroy, or liberate any trap and/or trapped animal set by the BCAS or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the BCAS. If a trapped animal is in need of immediate attention, the BCAS or 911 shall be notified immediately of the animal in distress.

- (b) Exemption. Trapping is permitted for hogs.

Sec. 14-42. - Management of feral cat colonies.

- (a) *Definitions.*

Caregiver means any person who provides food, water, or shelter to or otherwise cares for a feral cat colony and has made application to BCAS for management of a feral cat colony.

Caregiver manager means any person in charge of a caregiver program.

Ear tipping means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

Feral cat means a cat which currently exists in a wild or untamed state.

Feral cat colony means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

Nuisance means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming; or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

Suitable shelter means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

TNR means trap, neuter/spay and release.

TNA program means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

- (b) *Feral cat colony management.* Feral cat colonies shall be permitted (no fee) by BCAS. Caregivers shall be responsible for applying for a permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by BCAS.

Sec. 14-43. - Livestock.

- (a) All livestock shall be properly housed with adequate food, water, and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents, or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.
- (b) Owners or possessors of livestock impounded for violation of this section or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.
- (c) Impounded livestock shall be held for a period of ten days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of BCAS.
- (d) Exception. No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other sections within this chapter reference livestock this section shall be controlling.

Sec. 14-44. - Importation of exotic animals prohibited.

- (a) *Definition.* An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as *Ferae Naturae*. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds, or insects.
- (b) *Unlawful act.* It shall be unlawful for any person, firm, or corporation to import into Beaufort County any venomous reptile or any other exotic animal.
- (c) *Exceptions.* This section shall not apply to following entities:
- (1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).
 - (2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.
 - (3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.
 - (4) A team mascot for a university or educational facility.

Sec. 14-45. - Rabies Control Act (S.C. State Law 47-5-10).

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with BCAS and any state, county, or municipal law enforcement agencies.

- (a) *Vaccinations.* It shall be unlawful for any owner of a dog or cat four months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by a veterinarian for medical reasons. All dogs and cats shall be vaccinated at four months of age (unless recommended otherwise by a veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the county from a location outside the county shall comply with this section within 30 days after having moved into the county by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.
- (b) *Proof of vaccination.* It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness, or other device worn on the dog.
- (c) *Harboring unvaccinated dogs and cats.* It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.
- (d) *Non-transferability.* Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.

- (e) *Exceptions.* No person charged with violating section 14-45, rabies control, shall be convicted if he/she produces in court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

Sec. 14-46. - Interference with a BCAS officer.

It shall be unlawful for any person to interfere with, hinder, or molest a BCAS officer in the performance of his/her duties or seek to release any pet or livestock in his/her custody without his/her consent.

Sec. 14-47. - Enforcement and penalties.

- (a) The BCAS officer shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control, and custody of pets or livestock covered by this article. All violations of this chapter shall be heard by the Beaufort County Magistrate Court.
- (b) The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that ~~county council~~ county administrator include the area of such municipality within the coverage of this article, and ~~county council~~ county administration has acted favorably on such request and has so notified such municipality of its approval of such request.
- (c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court or imprisonment not exceeding 30 days, or both. However, infractions as provided in paragraph (e) below, are intended to be non-criminal, civil penalties and not subject to jail time.

(1) *Liability to Person Bitten.* In addition to the above, if a person is bitten or otherwise attacked by a dog while the person is in a public place or is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, the dog owner or person having the dog in the person's care or keeping is liable for the damages suffered by the person bitten or otherwise attacked. For the purposes of this section, a person bitten or otherwise attacked is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, when the person bitten or otherwise attacked is on the property in the performance of a duty imposed upon the person by the laws of this State, the ordinances of Beaufort County, the laws of the United States of America including, but not limited to, postal regulations, or when the person bitten or otherwise attacked is on the property upon the invitation, express or implied, of the property owner or a lawful tenant or resident of the property.

a. Exemptions for Liability. This Section does not apply if, at the time a person is bitten or otherwise attacked:

- i. the person who was attacked provoked or harassed the dog and that provocation was the proximate cause of the attack; or
 - ii. the dog was working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.
- (d) When any person is found guilty of a violation of the provisions of this chapter, or has been found in noncompliance of a final dangerous dog determination of the court, a magistrate may order possession and custody of the animal to be surrendered permanently to BCAS at a BCAS facility.
- (e) *Habitual Violators.* In addition to any legal remedy available under the provisions of this Chapter, it shall be the duty of the BCAS to summon the owner of any animal(s) which is found guilty by the Beaufort County Magistrate Court of any three (3) violations contained in this Chapter in any twelve (12) month period to abate any or all animals from owner's premise. If, after fully hearing the matter and any statement the owner may make any testimony he/she may offer in his/her behalf concerning the matter, should the Beaufort County Magistrate Court find such owner is unable or unwilling to adhere to the provisions of this Chapter, the Beaufort County Magistrate Court shall issue a written order to the owner, directing and requiring him/her

with a certain specified time to relocate the animal(s) to a home with a person unrelated to the owner or surrender the animal(s) to BCAS.

- (e) (d) Infractions resulting in administrative citations and penalties. In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code § 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this chapter subject to administrative citation and penalty are in the discretion of the BCAS officer and include, but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory spay/neuter, and/or warnings for a noisy public nuisance animal, or any violation of Section 14-34. Animal cruelty charges and ~~Dangerous~~ dog determinations are not violations subject to administrative citations.

The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection, and administrative review of administrative citations and penalties.

- (1) *Notice of infraction.* If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the BCAS officer.
- (2) *Content of citation.* The administrative citation shall be issued on a form approved by the BCAS director and shall contain the following information:
 - a. Date, location and approximate time of the infraction;
 - b. The ordinance violated and a brief description of the infraction;
 - c. The amount of the administrative penalty imposed for the infraction;
 - d. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
 - e. Instructions on how to appeal the citation; and
 - f. The signature of the animal control officer.

The failure of the administrative citation to set forth all required contents shall not affect the validity of the proceedings.

- (3) *Service of administrative citation.*
 - a. If the person who has violated the county animal control ordinance is present at the scene of the infraction, the BCAS officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
 - b. If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the BCAS officer shall attempt to deliver the administrative citation to him/her. If the BCAS officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
 - c. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The administrative citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The administrative citation shall also be mailed to any additional addresses for the owner in department records.
- (4) *Administrative penalties.*

- a. The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
 - i. One hundred dollars for a first infraction;
 - ii. Two hundred dollars for a second infraction of the same administrative abatement order within one year; and
 - iii. Five hundred dollars for each additional infraction of the administrative abatement order within one year.
- b. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
- c. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
- d. The penalties assessed shall be payable to the Beaufort County ~~Treasurer~~ Animal Control Services.
- e. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
- f. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Beaufort County Magistrate Court.

(5) *Administrative appeal of administrative citation.*

- a. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the BCAS. The written notice of appeal must be filed within 20 days of the service of the administrative citation set forth in subsection (3) above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:
 - i. A brief statement setting forth the appellant's interest in the proceedings;
 - ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
 - iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
 - iv. The notice of appeal must be signed by the appellant;
 - v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the administrative appeal will be scheduled; and
 - vi. Indigence must be proved to have the deposit waived.
- b. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:
 - i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten days before the hearing to the person requesting the hearing.
 - ii. The administrative hearing regarding the administrative citation shall be held before the public safety director, or a designee. The hearing officer shall not be the investigating BCAS officer who issued the administrative citation or his/her immediate supervisor. The BCAS director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.

- iii. Conduct of the hearing. The investigating BCAS officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating BCAS officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.
 - iv. Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.
- (6) *Appeal to circuit court.* Any person who receives an unfavorable decision from the decision of an administrative appeal may file an appeal with the circuit court in Beaufort County. The appeal to circuit court must be filed within 30 days of the notice of the administrative officer's decision being mailed to the recipient of an administrative citation.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
STORMWATER UTILITY INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT WITH CITY OF BEAUFORT
MEETING NAME AND DATE:
Natural Resources Committee – March 7 th , 2022
PRESENTER INFORMATION:
Brittany Ward – Deputy County Attorney Neil Desai, P.E - Public Works Director (<i>Alternate</i>) (10 min)
ITEM BACKGROUND:
February 25 th , 2021 – City of Beaufort letter written February 7 th , 2022 – Background presentation at NRC February 9 th , 2022 – Updates presented at SWUB
PROJECT / ITEM NARRATIVE:
Beaufort County Stormwater was contacted by the City of Beaufort stating they were no longer interested in Beaufort County pursuing delinquent stormwater fees from the military installations. Public Works staff have been working internally with Legal and the County Administrator to discuss impacts and solutions between the City, the County, and the Military installations. County staff has amended the IGA language to remove the County’s responsibility to collect delinquent fees for the Military installations within the City of Beaufort’s jurisdiction. Language has also been included to hold the County responsible for providing an annual CWI fee report prior to September 1 st each year.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the amendments to the Stormwater Utility IGA with the City of Beaufort.
OPTIONS FOR COUNCIL MOTION:
Motion to approve the amendments to the Stormwater Utility IGA with the City of Beaufort. Motion to deny the amendments to the Stormwater Utility IGA with the City of Beaufort.
(Next Step – Send for signatures)

William A. Prokop
CITY MANAGER
843-525-7070
FAX 843-525-7013



COUNCIL MEMBERS:
Stephen Murray, Mayor
Phillip Cromer, Mayor Pro Tem
Harold "Mitch" Mitchell
Neil Lipsitz

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

February 25th, 2021

The Honorable Joseph Passiment
Chairman, Beaufort County Council
100 Ribaut Rd
Beaufort, SC 29902

Dear Chairman Passiment:

This letter is provided as requested by your Interim Administrator, Eric Greenway. As discussed last week, the City of Beaufort was recently made aware that Beaufort County Council has retained an out of state law firm to pursue the collection of stormwater fees from the Department of Defense. It is our understanding that Beaufort County Council is taking this action, ostensibly, on behalf of the City of Beaufort and the Town of Port Royal. The City of Beaufort does not support and does not desire to participate in any legal action against the Department of Defense.

The City of Beaufort adopts this position for two major reasons. First, the City possesses no evidence that any of the installation's stormwater adversely affects or exacerbates flooding in the community. As you know, approximately three years ago the local municipalities teamed up to identify multijurisdictional flooding issues, and the areas surrounding the bases have never been identified as troubled areas. Next, we enjoy an excellent relationship with each of the installations and believe that any challenges, either perceived or actual, may be resolved without leveraging attorneys and pursuing civil action against our military community.

Please let me know if you have questions or would like to discuss this matter further.

In Service,

Stephen D. Murray III, Mayor

Cc: Beaufort County Council & Eric Greenway, Interim Admin
Port Royal Town Council & Van Willis, Manager
Colonel Karl Arbogast, Commanding Officer MCAS Beaufort
Kim Fleming, Deputy Director, Operations, Plans, and External Affairs MCAS Bft.

RESOLUTION 2022/

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVER OF A REVISED STORMWATER MANAGEMENT AND UTILITY INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BEAUFORT;

The County Council of Beaufort County (the “**Council**”), the governing body of the Beaufort County, South Carolina (the “**County**”), has made the following findings of fact;

WHEREAS, the County a political subdivision of the State of South Carolina (the “**State**”), and as such possesses all general powers granted by the Constitution and statues of the state to public entities;

WHEREAS, in pursuance of the powers granted to the County, the County currently operates its stormwater management utility as an administrative division of the County;

WHEREAS, the County has previous entered into that certain “Stormwater Management and Utility Intergovernmental Agreement” dated November 16th, 2016 (the “**Original IGA**”) with the City of Beaufort, South Carolina (the “**City**”);

WHEREAS, the City and County have negotiated an “Amended and Restated Stormwater Management and Utility Intergovernmental Agreement” (the “**Agreement**”), the provisions of which amend and restate the Original IGA in its entirety, in the form attached hereto as Exhibit A;

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

Section 1 Recitals

Each Finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2 Approval of the Agreement

- A. The County has reviewed the agreement, the form of which is attached to this resolution as Exhibit A.
- B. The Council approves of and authorizes the execution and delivery of the Agreement. The Agreement shall be executed and delivered on behalf of the County by the County Administrator, with such changes as the Administrator may deem necessary or helpful. Upon such execution, the Council shall be timely informed of the execution of the Agreement. The consummation of the transactions and undertakings described in the agreement, and such additional transactions and undertakings as may be determined by the County Administrator in consultation with the Council to be necessary or advisable in connection therewith, are hereby approved.

Section 3 Other Documents; Ratification of Prior Actions

In connection with the execution and deliver of the Agreement, the County administrator is additional authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as they shall deem necessary or advisable. Any actions previously undertaken by the County Administrator, Council or County staff shall

in connection with the execution and delivery of the Agreement prior to the enactment of this Resolution are ratified and confirmed.

Section 4 Severability

If any one or more of the provisions of this Resolution should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Resolution.

Section 5 Repealer

Nothing in this Resolution shall be construed to affect any suit or proceedings pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Resolution.

Section 6 Inconsistency

All ordinances, resolutions, or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict or inconsistency.

Section 7 Effect

This Resolution be enacted upon approval by the Beaufort County Council.

ADOPTED, this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

AN AMENDED AND RESTATED STORMWATER MANAGEMENT AND UTILITY
INTERGOVERNMENTAL AGREEMENT
BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, AND THE
CITY OF BEAUFORT, SOUTH CAROLINA

DATED: JUNE 23, 2020

REVISED: FEBRUARY 24, 2022

EXHIBIT A
FORM OF AGREEMENT

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WHEREAS, this Amended and Restated Stormwater Management and Utility Intergovernmental Agreement Between Beaufort County, South Carolina, and the City of Beaufort, South Carolina is made on this 23 day of June, 2020, by and between Beaufort County, South Carolina, and the City of Beaufort, South Carolina, for the purpose of establishing the terms and conditions of the participation by the City in a county-wide stormwater utility, which utility shall be operated by the County.

ARTICLE 1 - TITLE AND PURPOSE

1.0 Title: This intergovernmental agreement between Beaufort County, South Carolina, and the City of Beaufort, South Carolina, shall be known as the "Stormwater Management and Utility Intergovernmental Agreement Between Beaufort County, South Carolina, and the City of Beaufort, South Carolina" (this "Agreement"). This Agreement is intended to amend and restate any prior agreements between the parties regarding the stormwater in the County, specifically including that certain agreement entitled "A Stormwater Management and Utility Intergovernmental Agreement between Beaufort County, South Carolina and the City of Beaufort, South Carolina" dated September 21, 2001, as amended on January 26, 2004, November 11, 2016 and any subsequent amendments.

1.1 Purpose: This Agreement is made for the purpose of defining the roles, responsibilities and financial relationship between the County and the City with respect to the establishment, administration and operation of the Stormwater Utility (as defined in Article 2 below), which includes the following:

- (a) Establishment of rates;
- (b) Use of revenue;

- (c) Acquisition of existing stormwater infrastructure;
- (d) Construction of new stormwater infrastructure;
- (e) Maintenance of stormwater infrastructure;
- (f) Operation of stormwater infrastructure;
- (g) Regulation and use of stormwater infrastructure; and,
- (h) Enhancement of water quality.

1.2 *References to County Ordinances:* This Agreement hereby incorporates by reference Beaufort County, South Carolina, Ordinance 2015-24 (as may be amended from time to time) regarding the establishment of a Stormwater Utility, which is codified at Chapter 99 of the County's Code of Ordinances. The Beaufort County Stormwater Implementation Committee ("SWIC") will review this Agreement for any needed revisions upon future amendments to Chapter 99. Amendments to Chapter 99 shall become binding to this Agreement upon SWIC review and duly authorized revisions to this Agreement, if deemed necessary. In the case of any conflict between the provisions of Chapter 99 and this Agreement, the provisions of this Agreement shall control.

ARTICLE 2 - DEFINITIONS

2.0 *Definitions:* When used in this Agreement words with initial capitals shall have the meanings set forth in this Article 2 and as otherwise defined herein.

2.1 *2015 Utility Rate Study:* The study was conducted by the County and City which was adopted by County Council on August 24, 2015 and submitted by the study consultant to the City on April 20, 2016 to determine an equitable and appropriate rate structure for Stormwater Utility User Fees within all areas of the County, so that fees charged by the Stormwater Utility will be in

compliance with provisions of S. C. Code Ann. §48-14-120(C)(Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010).

2.2 *Agreement:* This Amended and Restated Stormwater Management and Utility Intergovernmental Agreement between Beaufort County, South Carolina, and the City of Beaufort, South Carolina.

2.3 *Beaufort County Stormwater Implementation Committee (SWIC):* The SWIC shall consist of a technical staff member from each of the following jurisdictions: Unincorporated Beaufort County; Town of Hilton Head Island; Town of Bluffton; Town of Port Royal; and City of Beaufort.

2.4 *City:* City of Beaufort, South Carolina.

2.5 *Chapter 99:* Chapter 99 - "Stormwater Management" of the County's Code of Ordinances.

2.6 *County:* Beaufort County, South Carolina.

2.7 *County Stormwater Management Implementation Guide:* The study conducted by the County to determine the drainage infrastructure and maintenance needs within the various watersheds within the County. This became the County Stormwater Management Implementation Guide dated February 20, 2006. In 2016, the County and the City entered into an agreement to update the "County Stormwater Management Implementation Guide". Future amendments of the County Stormwater Management Implementation Guide shall be incorporated by reference once agreed upon by the SWIC. The County Stormwater Management Implementation Guide constitutes a "Stormwater Management Plan" as such term is used in Section 2.15 hereinbelow.

2.8 *GIS:* The County's geographic information system.

2.9 *NPDES*: The National Pollutant Discharge Elimination System stormwater regulatory program established by the United States Environmental Protection Agency to address pollutants in stormwater discharged to waters of the United States. Phase II of this regulatory program impacts communities under 100,000 in population, small construction sites between one acre and five acres, and industrial sites owned and operated within communities under 100,000 population.

2.10 *Public Stormwater*: Stormwater runoff which is conveyed through a public drainage easement or public road right of way, and/or which some portion is generated from a public road right of way.

2.11 *State*: State of South Carolina

2.12 *Stormwater Infrastructure*: Real property, interests in real property, improvements to real property such as ditches, drains, pipes, culverts, catch basins, pumps, post-construction best management practices (BMPs), or the like, or any combination of them, used or useful in the collection and disbursement of storm and surface water, or the control of flooding. As used herein, Stormwater Infrastructure does not include drainage systems or facilities that are not publicly owned, and which do not carry Public Stormwater.

2.13 *Stormwater Utility User Fees*: Stormwater Utility User Fees shall mean the service fee imposed pursuant to this Agreement for the purpose of funding costs related to Public Stormwater programs, services, systems, and facilities. Stormwater Utility User Fees will be calculated based upon the residential category for a parcel and/or the nonresidential parcel's impervious area and/or a parcel's gross area and an Administrative Fee, depending on the

applicable utility rate structure, pursuant to the provisions of Chapter 99. The Stormwater Utility User Fees include and consist of the following sub-fees:

(A) *Administrative Fee*: Per "Option C or E" of the 2015 Utility Rate Study, the Administrative Fee is a fixed cost per billable account and includes costs to the utility not directly applicable to the improvements of the property, such as administrative costs, public education and outreach, and water quality monitoring. For "Option C or E" rate structures, the Administrative Fee is determined per Section 4.01 of this Agreement.

(B) *Countywide Infrastructure Fee (CWI)*: Per the 2015 Utility Rate Study, the Countywide Infrastructure Fee is based on GIS data obtained per Article 8 herein. It is a fee applicable to the City for the operation and maintenance cost of the county owned infrastructure described in Section 5.07, collected and paid directly to the County. **The County shall provide to the City an annual report of its CWI fee expenditures from the previous fiscal year. For each year that this agreement is in effect, a report shall be prepared and delivered to by the County to the Town by (i) August 31, or (ii) as soon as the previous fiscal year's report is complete.**

(C) *Gross Area Fee (GA)*: Per "Option C or E" of the 2015 Utility Rate Study, the Gross Area Fee is calculated from the area in acres of a parcel of land as measured from GIS data obtained per Article 8 herein.

(D) *Impervious Area Fee (IA)*: Per "Option C or E" of the 2015 Utility Rate Study, the Impervious Area Fee is based on impervious area measurements calculated in the same manner as the SFU.

(E) *Single Family Unit Rate (SFU)*: Per "Option A" of the 2015 Utility Rate Study, the SFU shall be defined as the impervious area measurements obtained from a statistically

representative sample of all detached single-family structures within the County. The representative value will be 4,906 square feet.

2.14 *Stormwater Management:* Control of storm and surface water, erosion, Public Stormwater quality protection and flooding through the use of Stormwater Infrastructure, and the creation and enforcement of development standards related to storm and surface water.

2.15 *Stormwater Management Plan:* The plan or plans, which includes the County Stormwater Management Implementation Guide defined in Section 2.07 above, developed by the County and City that addresses planning, design and construction of capital improvements to the Stormwater Infrastructure; acquisition of real property or interests in real property for the purposes of Stormwater Management; maintenance and repair of Stormwater Infrastructure; regulation of the use of Stormwater Infrastructure; acquisition of equipment and other assets; regulation of impacts including any that may be mandated under the NPDES Phase II regulations, contracting with engineering, financial, legal, construction and other professionals for services in support of the Stormwater Utility, emergency preparedness related to storms and hurricanes, acquisition or construction of Stormwater Infrastructure, or any other functions required, useful or prudent for a program of Stormwater Management.

2.16 *Stormwater Utility:* The administrative section of the County's Stormwater Department created for the purposes of planning, designing, overseeing, funding, building, and maintaining Stormwater Infrastructure, either directly or through cooperative arrangements with other governmental bodies; and for administering and managing Stormwater Management throughout the County.

ARTICLE 3 - TERM OF THIS AGREEMENT

3.0 *Term of This Agreement:* The term and duration of this Agreement shall be as follows in this Article 3.

3.1 *Initial Term of this Agreement:* The Initial Term of this Agreement shall be for a period of twenty (20) years, commencing on the date the Agreement is signed by both the City and the County, whichever comes last.

3.2 *Periodic Review of this Agreement:* The SWIC shall conduct periodic review of this Agreement to ensure that it remains current with the state-of-the-art Stormwater Management practices applicable to coastal areas and shall provide recommendations for updates to decrement, if necessary.

3.3 *Extension of this Agreement:* The term of this Agreement may be extended at any time by the mutual agreement of the parties hereto, or upon the expiration of the initial twenty (20) year term set forth in Section 3.01 above.

3.4 *Termination of this Agreement:* Except as provided in Section 3.05 below, this Agreement may be terminated by either party hereto, by delivering written notice of the termination to the other party. Termination under this Article shall only be effective on the final day of any given County fiscal year. The written notice of termination shall be provided by the party terminating the Agreement no less than one hundred eighty (180) days prior to the date the termination will be effective.

3.5 *Indebtedness Affected on Termination:* In the event the City has outstanding any indebtedness either (i) secured by revenues received under this Agreement, or (ii) payable from revenues received under this Agreement, this Agreement may not be terminated without the written approval of the City.

3.6 *Effect of Termination:* Upon termination of this Agreement under any provision of this Article 3, or otherwise, all rights and obligations of any party hereto, specifically including

but not limited to the right of the County to charge Stormwater Utility User Fees to property owners in the City, shall immediately end.

3.7 *Conveyance of Assets:* Upon termination of this Agreement under any provision of this Article 3, the County shall convey to the City all of its right, title and interest in any Stormwater Infrastructure, including any Public Stormwater easements, within the municipal limits of the City. However, this shall not include Stormwater Infrastructure on County owned parcels or County road rights of way (otherwise described in Section 5.07) within the limits of the City.

3.8 *Rebate of User Fees:* Upon termination of this Agreement under any provision of this Article 3, the County shall return to the City any collected, but unspent or unobligated Stormwater Utility User Fees collected from within the City limits.

ARTICLE 4 - FINANCE AND FUNDING

4.0 *Financial and Funding Relationship:* The City shall provide the County with its Stormwater Utility User Fee rate for its upcoming fiscal year prior to June 30 each year of this Agreement. This will be in the form of a letter to the County Administrator from the City Manager. In the event the City fails to timely submit the required letter in accordance with Article 4 of this Agreement, the rate used by the City for the previous year shall apply. The City shall also provide to the County an annual report of its Public Stormwater fee expenditures from the previous fiscal year. For each year that this Agreement is in effect, a report shall be prepared and delivered by the City to the County by the later of (i) January 15, or (ii) as soon as the previous fiscal year's financial records are complete.

4.1 *Use of Revenue:* In accordance with the provisions of S.C. Code Ann. §48-14-

120(C) (Supp. 2010), and S.C. Regs. 72-310 (Supp. 2010), all Stormwater Utility User Fees collected within the City, less the Administrative Fee, shall be returned to the City. The Administrative Fee is to be calculated as a fixed dollar amount for each unit billed and collected by the Stormwater Utility. The billable unit shall be either a per account charge or a charge per SFU, depending on the applicable utility rate structure. The Stormwater Utility shall define its administrative costs each year during the annual budget process. The SWIC shall conduct annual reviews of the Stormwater Utility's administrative budget and recommend to the municipalities and County any changes to the amount billed per account or SFU and the SWIC and Stormwater Utility shall provide the City an itemized proposal and a written explanation for adjustments for the administrative services and deliverables to be provided in the coming fiscal year. This proposal shall be submitted to the City by February 15 of each calendar year. The City shall provide a written recommendation of acceptance to the Stormwater Utility by April 1 of the same year. Once agreed upon, this shall serve as the basis for the annual Administrative Fee to be calculated per City-account or SFU, and included in each entity's annual budget.

- (a) The Administrative Fee shall be used by the County to defray the County's administrative costs in managing the Stormwater Utility.
- (b) The City shall use Stormwater Utility User Fees to provide Stormwater Management within the City, including, but not limited to:
 - (i) The acquisition, design, construction, and maintenance of Stormwater Infrastructure, or repayment of bonded indebtedness issued to fund construction of Stormwater Infrastructure, in so far as the law and

covenants of the bonds allow, or for repayment to the City for general fund or other funds spent by the City to fund Stormwater Management activities;

(ii) Acquisition of Stormwater Infrastructure. Certain Stormwater Infrastructure in the City, which includes any easements or other interests in real property, shall be held in the name of the City;

(iii) Maintenance of Stormwater Infrastructure by the City and its contractor(s) or by direct services of the Stormwater Utility. Charges for services by the Stormwater Utility shall be negotiated and approved by the County and the City, as is provided in Articles 4.03, 4.05(a), 5.05, and 5.07 below; the City shall have the right of non-exclusive use of direct maintenance services, and there shall be no minimum dollar amount required to be spent annually by the City on any services provided by the Stormwater Utility;

(iv) Plan review and site inspections related to compliance with Public Stormwater ordinances and standards for development within the City as set forth in Articles 4.05, 4.06 and 4.07 below;

(v) NPDES Phase II permit compliance;

(vi) Payment of bond indebtedness or repayment of funds borrowed from the general fund or any other fund for the purpose of funding Stormwater Management projects or activities; and

(vii) Any other services related or attendant to Stormwater Management.

(c) The City shall be authorized to revise or amend and/or increase Stormwater Utility User Fees as necessary in order to comply with covenants, promises and other provisions related to any indebtedness secured by or payable from the Stormwater Utility User Fees.

(d) Nothing in this Agreement shall be construed to require the County to become obligated on any of the City's indebtedness and under no circumstances shall the County be liable to the City or responsible in any way for the payment or securing of the City's debt.

4.2 *Further Agreements Authorized:* The City and the County may negotiate and enter into agreements to share costs and responsibilities related to NPDES permit compliance. Such agreements and cost allocations shall be reflected in each entity's annual budget and must be authorized by the respective governing bodies of the City and County.

4.3 *Cost of Services:* If the City chooses to utilize the direct services of the Stormwater Utility, however described, they shall be accounted for at the County's actual cost of the equipment, materials, and personnel utilized in the delivery of the services.

4.4 *Setting of Stormwater Utility User Fee Rate (Per Account, IA, GA, and SFU's):* The City shall be responsible each year for setting the Stormwater Utility User Fee rates to be assessed on parcels within the City. The Stormwater Utility User Fee rate shall be set in accordance with the 2015 Utility Rate Study, Chapter 99 and S.C. Code Ann. §48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation.

4.5 *Plan Review and Site Inspection:* For all activities that constitute development within City limits, the City will provide review of plans and site inspections to ensure compliance with

applicable laws, ordinances and regulations related to storm and surface water, erosion control and flooding.

4.6 *Coordination a/Services:* The City shall identify a representative of its staff to serve as the contact person and coordinator for Stormwater Management services, including services provided by the County within the City, long range planning and water quality initiatives such as the NPDES Phase II requirements compliance, notification of problems, facilitating access within any planned or future planned unit developments within the City, and advising the County on site- specific conditions within the City.

ARTICLE 5 - ADMINISTRATION OF STORMWATER UTILITY

5.0 *Stormwater Utility:* The County has established a Stormwater Utility that administers funds and conducts a Stormwater Management program throughout the County.

5.1 *Stormwater Management Plan:* The County and City shall have the responsibility to develop and maintain a Stormwater Management Plan. The County and the City have developed and implemented the County Stormwater Management Implementation Guide as a Stormwater Management Plan and subject document shall be administered by SWIC.

5.2 *Relationship of Plan to Agreement:* The Stormwater Management Plan developed and maintained by the SWIC shall incorporate the obligations of the County and City under this Agreement. In the case of any conflict between the provisions of the Stormwater Management Plan and this Agreement, the provisions of this Agreement shall control.

5.3 *Stormwater Utility User Fees:* The Stormwater Utility shall bill and collect parcel- based Stormwater Utility User Fees from property owners, tenants, or other appropriate parties, pursuant to its authority and subject to any intergovernmental agreements, including this

Agreement, and may also apply for, acquire and use any other funding from any public or private source in support of the County Stormwater Management Implementation Guide as allowed by law.

5.4 *County Responsibilities:* The County, through the Stormwater Utility, shall have the following responsibilities:

- (a) *Collection and Distribution of Fees:* Stormwater Utility User Fees within the City limits shall be charged and collected by the County in accordance with the provisions of Article 4.0 of this Agreement; the Stormwater Utility User Fees shall be collected in accordance with S. C. Code Ann. §48-14-120(C) (Supp. 2010), and S. C. Regs. 72-31O(G) (Supp. 2010), or any other applicable law or regulation, and shall not include provisions for relief from the payment of the Stormwater Utility User Fees **unless otherwise directed in writing by City Council or other designated authority for Military installations**; the County shall distribute the City's Stormwater Utility User Fees less the Administrative Fee, in the same manner as *ad valorem* property taxes are distributed for each year this Agreement is in effect;
- (b) *Provision of Services:* Provision of the services required under this Agreement.
- (c) *Budgeting and Expenditure:* Setting the budget for the Stormwater Utility, and spending the revenues in accordance with any applicable ordinances or agreements, including this Agreement;
- (d) *Administrative Activities:* Managing all administrative activities of the Stormwater Utility, including but not limited to, fee assessment, collection and

distribution, maintenance of accounting records, maintenance of Public Stormwater

data, implementation of the County Stormwater Management Implementation Guide, acquisition of easements, coordination with other agencies, reporting to the SWIC or other required entities;

(e) *Accounting*: Maintaining an accounting of revenues and expenditures on a jurisdictional or geographic basis, as may be set or described under any applicable ordinance or agreement, including this Agreement, the County shall provide the City with an itemized annual accounting of all Stormwater Utility User Fees within the City limits in the form of a budget report, including but not limited to: how parcel fees were determined, calculated, and assessed; total fees collected; total Administrative Fee retained by the County; total fees in arrears, on a per parcel basis and including the status of the collection attempt(s) on such parcels; fee credits applied for; fee credits paid; and fees that required adjustment since the last billing. This budget report shall be parcel-based and provided to the City annually prior to each February 1st throughout the term of this Agreement as an electronic document compatible with the most current version of Microsoft Office. The County shall also maintain an annual accounting of all administrative costs associated with operating the Stormwater Utility. Either the City or County, at the sole expense of the requesting jurisdiction, may request a professional audit of any of the budget reports;

(f) *Operation and Maintenance*: At the direction and approval of the City, provide for the operation and maintenance of Stormwater Infrastructure within the City; and,

(g) *Cooperation on Issue of Debt.* The County covenants and agrees that it will cooperate with the City in the issuance of any bonds or other obligations proposed to be issued by the City that are governed by or payable from revenues derived under this Agreement. In connection therewith, the County shall comply with all reasonable requirements of the City and will, upon request:

1. Make available information about the County, the Stormwater Utility and the Stormwater Infrastructure;
2. Consent to publication and distribution of financial information;
3. Certify that certain general and financial information provided by it is accurate, does not contain an untrue statement of a material fact and does not omit to state a fact necessary in order to make the statements in that information in light of the circumstances under which they were made, not misleading;
4. Provide reasonable certifications and closing documents;
5. Provide opinions of counsel as to the validity of its actions taken with respect to the binding effect of this Agreement, its ability to own and operate the Stormwater Utility, pending or threatened litigation which could affect performance hereunder and other personally requested opinions; and
6. Such other reasonable information documents and certifications as the City may request.

5.5 *Delivery of Services:* The County shall coordinate the delivery of services hereunder through the City Manager or his designee, via a job order process as agreed to by the City and County. All delivery of Public Stormwater services by the County upon parcels within the City

limits shall be approved in writing by the City before any work is performed or any funds may be returned to the County, and all delivery of Stormwater Infrastructure services within County right of ways shall be coordinated with the City.

5.6 *Coordination with Other Jurisdictions:* From time to time a need for coordination between all incorporated jurisdictions within the County is required and it shall be the responsibility of the County to facilitate such coordination. The County will work with designated representatives from all jurisdictions within the County to ensure effective communication regarding issues impacting the Public Stormwater Infrastructure and the County Stormwater Management Implementation Guide.

5.7 *Qualifications and Extents of Service:* Stormwater Infrastructure in public road right of ways, whether State, County or municipal, shall be maintained by the road owner, as these areas are exempt from Stormwater Utility User Fees per Section 99-109 (b) of Chapter 99. The City shall retain the right to determine the qualifications for, extent of, and level of service required to maintain the Stormwater Infrastructure within the limits of the City, with the exception of County and State road rights of way, which shall be designed and maintained in accordance with their current standards.

5.8 *Fee Credits:* The City shall have the authority to review and comment on all Public Stormwater fee credit applications requested by the County upon parcels within the City limits prior to such adjustments being made.

5.9 *Easements:* The City and County will allow mutual blanket encroachments upon each other's existing easements, but only to enable the City and/or County to perform Public Stormwater Utility related work within the limits of the City.

5.10 *Conflicts:* To the extent any conflict exists between the provisions of this Agreement and Chapter 99, the provisions of this Agreement shall be controlling in all circumstances.

ARTICLE 6: STORMWATER ORDINANCES AND DEVELOPMENT STANDARDS

6.0 *Applicable Standards:* The current hydrologic and hydraulic engineering and design standards of the County and City shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the County and City, respectively, unless superseded by the hydrologic and hydraulic engineering and design standards of the State, as may be required for specific work performed in State rights of way. In all cases, the County or City standards shall prevail within the applicable jurisdiction unless determined to be less stringent than State standards.

6.1 *State or Federal Laws or Regulations:* The City and the County shall at all times comply with any applicable State or Federal laws or regulations relating to Stormwater Management, Stormwater Infrastructure, erosion control or pollution.

6.2 *Regulatory Obligations of the County and City:* The County and City shall adopt and enforce ordinances and development standards as necessary to comply with State and Federal standards regarding storm water management, erosion and sedimentation, pollution control, and flooding. Minimum water quality controls in jurisdictions shall be protective enough to reach and maintain state designated water uses.

6.3 *Plan Review and Site Inspection:* The City and County shall be responsible for the review and approval of all development plans within their respective jurisdictions, to ensure that all applicable regulations pertaining to construction site erosion, sedimentation, and pollution control as well to post-construction storm water quantity and quality control are met. The County

and City shall be responsible for providing inspections during construction of all County and City owned storm water systems, respectively. The County and City will continue its practice of inspection and review of privately owned stormwater systems during construction and upon completion to ensure that construction conforms with the approved development stormwater plan.

ARTICLE 7 - NPDES MS4 PHASE II PERMIT COMPLIANCE

7.0 *NPDES Compliance:* In 2015, Beaufort County, the Town of Bluffton, and the Town of Hilton Head Island were designated by the State for compliance with the NPDES program. The County and the aforementioned towns shall be responsible for the development of the NPDES MS4 Phase II permit application, the development of BMPs required by the permit, and the implementation of the program of BMPs set forth in the permit. Should the City or the Town of Port Royal be designated (at any time) by the State for compliance with the NPDES program, the provisions of this Article shall also apply to the City.

7.1 *Roles and Responsibilities:* The City and County shall hold separate NPDES MS4 Phase II permits and shall each be responsible for maintaining compliance with their respective permit requirements. The City may request to "co-permit" or share MS4 Phase II permitting with the County or another regulated town, as allowed by Article 9 of this Agreement, as allowed by State law, and as encouraged in the State of South Carolina General Permit for MS4 Phase II communities.

7.2 *Coordination of Activities:* It is expected that some aspects of NPDES MS4 Phase II requirements will lend themselves to coordination and cooperation between the City and the County. In such instances, coordination between the City and the County shall be on the basis of a specific Minimum Control Measure (MCM) and shall be established by a separate written

agreement that specifies the objectives, product deliverables, schedules, funding distribution, and the roles and responsibilities of each party in addressing these measures.

7.3 *Annual Reporting:* The City and County will each be responsible for preparing an annual report documenting the activities undertaken in support of NPDES MS4 Phase II permit requirements during the previous year and submitting the report to the South Carolina Department of Health and Environmental Control.

7.4 *Permit Related Costs:* All costs related to the NPDES MS4 Phase II permit shall be borne by the permit holder. In instances where the City and County coordinate to meet permit requirements, costs may be shared on a basis that is detailed in a separate written agreement.

ARTICLE 8 - DATA ACQUISITION AND MANAGEMENT

8.0 *Roles and Responsibilities:* The City and County shall each be responsible for acquiring and maintaining data sets that are relevant to Stormwater Management in their respective jurisdictions.

8.1 *Cost Sharing:* Cost sharing agreements for data acquisition may be made between the City and County on a project-specific basis. The terms and details of any cost sharing agreement shall be detailed in a separate written agreement between the City and County.

8.2 *Data Sharing:* The City and County shall share acquired data at the request of the other. In such instances the City and County will agree to abide by each entity's current data distribution policy.

8.3 *Data Types:* Types of data that the City and County will acquire, maintain, and may share include but are not limited to, GIS data, aerial photography, LIDAR data, water quality monitoring data, stream gage data, financial and accounting data.

ARTICLE 9 - OTHER AGREEMENTS

9.0 *Scope and Cost Sharing:* From time to time various projects may be shared in scope and/or cost between the County and the City, or the County and multiple municipalities within the County via memos of agreement, memos of understanding, contracts, and/or joint resolutions.

9.1 *Agreement Recommendations:* SWIC shall be the vehicle whereby agreements of project scope and cost sharing between the County and multiple municipalities within the County are reviewed and recommended to the municipalities and County. It is understood that the SWIC shall have no authority to financially commit the City or County to any project of any type and only will provide technical recommendations for such projects. For agreements solely between the City and the County, the SWIC review is not required.

9.2 *Agreement Approvals:* Other agreements between the County and the City must be approved by the governing bodies of the City and County, respectively.

9.3 *Funds Distribution:* These Agreements will define how funds are distributed, either by invoice or as part of the Per Account Administrative Fee collected by the County.

ARTICLE 10 - MISCELLANEOUS

10.0 *Provisions Applicable to This Agreement:* The following general provisions are applicable to this Agreement:

10.1 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the City and County and their respective successors and assigns, if any are permitted hereunder. The Parties agree that this Agreement constitutes the entire Agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties to each other. This Agreement shall be amended only

in writing, and effective when signed by those authorized by the Parties. This Agreement shall amend and replace the provisions of that certain "Stormwater Management and Utility Intergovernmental Agreement" dated November 16, 2016 in its entirety.

10.2 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of the City and the County.

10.3 *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.4 *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.5 *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State.

10.6 *Captions:* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10.7 *Plural/Singular:* Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

10.8 *No Third-Party Beneficiaries:* The City and the County hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall

have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

10.9 *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, via electronic mail, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the parties.

To the City: THE CITY OF BEAUFORT
City Manager
1911 Boundary Street
Beaufort, SC 29902

To the County: BEAUFORT COUNTY
County Manager
Post Office Box 1128
Beaufort, SC, 29902

10.10 *No Waiver:* No failure of either party hereto to exercise any power or right given to such party hereunder, or to insist on strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to thereafter demand strict compliance with the terms of this Agreement.

10.11 *Further Assurances and Corrective Documents:* The City and the County agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the provisions hereof. The City and the County agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the provisions hereof.

In Witness Whereof, the City of Beaufort, South Carolina, and Beaufort County, South Carolina, by and through their duly authorized officers, have set their hands and seals on this day of June, 2020.

WITNESSES:

[Handwritten Signature]

[Handwritten Signature]

CITY OF BEAUFORT,
SOUTH CAROLINA

By: [Handwritten Signature]
Billy Keyserling, Mayor

Attest: [Handwritten Signature]
Bill Prokop, City Manager

WITNESSES:

[Handwritten Signature]

[Handwritten Signature]

BEAUFORT COUNTY, SOUTH CAROLINA

By: [Redacted Signature]

Attest: Ash [Redacted Signature] Administrator



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
STORMWATER UTILITY INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT WITH TOWN OF PORT ROYAL
MEETING NAME AND DATE:
Natural Resources Committee – March 7 th , 2022
PRESENTER INFORMATION:
Brittany Ward – Deputy County Attorney Neil Desai, P.E - Public Works Director (<i>Alternate</i>) (10 min)
ITEM BACKGROUND:
March 3 rd , 2021 – Town of Port Royal letter written February 7 th , 2022 – Background presentation at NRC February 9 th , 2022 – Updates presented at SWUB
PROJECT / ITEM NARRATIVE:
Beaufort County Stormwater was contacted by the Town of Port Royal stating they were no longer interested in Beaufort County pursuing delinquent stormwater fees from the military installations. Public Works staff have been working internally with Legal and the County Administrator to discuss impacts and solutions between the Town, the County, and the Military installations. County staff has amended the IGA language to remove the County’s responsibility to collect delinquent fees for the Military installations within the Town of Port Royal jurisdiction. Language has also been included to hold the County responsible for providing an annual CWI fee report prior to September 1 st each year, and changing the due date for the Town to provide its annual stormwater financial report to the County.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the amendments to the Stormwater Utility IGA with the Town of Port Royal.
OPTIONS FOR COUNCIL MOTION:
Motion to approve the amendments to the Stormwater Utility IGA with the Town of Port Royal. Motion to deny the amendments to the Stormwater Utility IGA with the Town of Port Royal.
(Next Step – Send for signatures)



Council

Joe DeVito
Mayor

Jerry Ashmore
Mayor Pro Tempore

Mary Beth Heyward
Darryl Owens
Kevin Phillips

Van Willis
Town Manager

T. Alan Beach
Chief of Police

Jeffrey S. Coppinger
Operations

Linda Bridges
Planning

March 3rd, 2021

The Honorable Joseph Passiment
Chairman, Beaufort County Council
100 Ribaut Rd
Beaufort, SC 29902

Dear Chairman Passiment:

The Town of Port Royal was recently made aware that Beaufort County Council has retained an out of state law firm to pursue the collection of stormwater fees from the Department of Defense. It is our understanding that Beaufort County Council is taking this action, superficially, on behalf of the City of Beaufort and the Town of Port Royal. The Town of Port Royal does not support and does not desire to participate in any legal action against the Department of Defense.

The Town of Port Royal adopts this position for two reasons. First, the Town possesses no evidence that any of the installation's stormwater adversely affects or exacerbates flooding in the community. Secondly, we do not understand what service we would be offering the installations.

We enjoy an excellent relationship with each of the installations and believe that any challenges, either perceived or actual, may be resolved without leveraging attorneys and pursuing civil action against our military community.

Please let me know if you have questions or would like to discuss this matter further.

Joe DeVito

Joe DeVito, Mayor

Cc: Beaufort City Council & Bill Prokop, City Manager
Beaufort County Council & Eric Greenway, Interim Admin
Colonel Ricco Player, Commanding Officer HQSVCBN & TF Commitment
Kim Fleming, Deputy Director, Operations, Plans, and External Affairs MCAS Bft.
Brigadier General Julie L. Nethercot, Commanding General, Marine Corps Recruit Depot Parris Island
Captain Raymond R. Batz, Commanding Officer of Naval Hospital Beaufort

PO Drawer 9 • Port Royal, SC 29935-0009 • Telephone (843) 986-2200 • Fax (843) 986-2210
www.portroyal.org

RESOLUTION 2022/

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVER OF A REVISED STORMWATER MANAGEMENT AND UTILITY INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF PORT ROYAL;

The County Council of Beaufort County (the “**Council**”), the governing body of the Beaufort County, South Carolina (the “**County**”), has made the following findings of fact;

WHEREAS, the County a political subdivision of the State of South Carolina (the “**State**”), and as such possesses all general powers granted by the Constitution and statues of the state to public entities;

WHEREAS, in pursuance of the powers granted to the County, the County currently operates its stormwater management utility as an administrative division of the County;

WHEREAS, the County has previous entered into that certain “Stormwater Management and Utility Intergovernmental Agreement” dated July 11th, 2016 (the “**Original IGA**”) with the Town of Port Royal, South Carolina (the “**Town**”);

WHEREAS, the Town and County have negotiated an “Amended and Restated Stormwater Management and Utility Intergovernmental Agreement” (the “**Agreement**”), the provisions of which amend and restate the Original IGA in its entirety, in the form attached hereto as Exhibit A;

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

Section 1 Recitals

Each Finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2 Approval of the Agreement

- A. The County has reviewed the agreement, the form of which is attached to this resolution as Exhibit A.
- B. The Council approves of and authorizes the execution and delivery of the Agreement. The Agreement shall be executed and delivered on behalf of the County by the County Administrator, with such changes as the Administrator may deem necessary or helpful. Upon such execution, the Council shall be timely informed of the execution of the Agreement. The consummation of the transactions and undertakings described in the agreement, and such additional transactions and undertakings as may be determined by the County Administrator in consultation with the Council to be necessary or advisable in connection therewith, are hereby approved.

Section 3 Other Documents; Ratification of Prior Actions

In connection with the execution and deliver of the Agreement, the County administrator is additional authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as they shall deem necessary or advisable. Any actions previously undertaken by the County Administrator, Council or County staff shall

in connection with the execution and delivery of the Agreement prior to the enactment of this Resolution are ratified and confirmed.

Section 4 Severability

If any one or more of the provisions of this Resolution should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Resolution.

Section 5 Repealer

Nothing in this Resolution shall be construed to affect any suit or proceedings pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Resolution.

Section 6 Inconsistency

All ordinances, resolutions, or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict or inconsistency.

Section 7 Effect

This Resolution be enacted upon approval by the Beaufort County Council.

ADOPTED, this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

A STORMWATER MANAGEMENT AND UTILITY
INTERGOVERNMENTAL AGREEMENT
BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, AND
THE TOWN OF PORT ROYAL, SOUTH CAROLINA

DATED: JULY 11, 2016

REVISED: FEBRUARY 24, 2022

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WHEREAS, this Agreement is made on this ___ day of _____, 2016, by and between Beaufort County, South Carolina, and the Town of Port Royal, South Carolina, for the purpose of establishing the terms and conditions of the participation by the Town in a county-wide stormwater utility, which utility shall be operated by the County.

ARTICLE 1 - TITLE AND PURPOSE

1.00 *Title:* This intergovernmental agreement between Beaufort County, South Carolina, and the Town of Port Royal, South Carolina, shall be known as the “Stormwater Management and Utility Agreement Between Beaufort County, South Carolina, and the Town of Port Royal, South Carolina.”

1.01 *Purpose:* This Agreement is made for the purpose of defining the roles, responsibilities and financial relationship between the County and the Town with respect to the establishment, administration and operation of the Beaufort County Stormwater Utility, which includes the following:

- (a) Establishment of rates;
- (b) Use of revenue;
- (c) Acquisition of existing stormwater infrastructure;
- (d) Construction of new stormwater infrastructure;
- (e) Maintenance of stormwater infrastructure;
- (f) Operation of stormwater infrastructure;
- (g) Regulation and use of stormwater infrastructure; and,
- (h) Enhancement of water quality.

1.02 *References to County Ordinances:* This Agreement hereby incorporates by reference Beaufort County, South Carolina, Ordinance 2015-24 regarding the establishment of a Stormwater Utility. The Beaufort County Stormwater Implementation Committee (SWIC) will review this Agreement for any needed revisions upon future amendments to *Chapter 99* of the County Ordinance. Amendments to *Chapter 99* shall become binding to this Agreement upon SWIC review and revisions to this Agreement, if deemed necessary. In the case of any conflict between the provisions of the Ordinances and this Agreement, the provisions of this Agreement shall control.

ARTICLE 2 - DEFINITIONS

2.00 *Definitions:* When used in this “Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Port Royal, South Carolina,” the following words shall have the meanings set forth in this Article 2:

2.01 *Agreement:* This Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Port Royal, South Carolina.

2.02 *County:* Beaufort County, South Carolina.

2.03 *County Wide Stormwater Management Study (and Implementation Guide):* The study conducted by the County to determine the drainage infrastructure and maintenance needs within the various watersheds within the County. This became the Beaufort County Stormwater Master Plan dated February 20, 2006. In 2016, the County and Town of Port Royal entered into agreement to update the Master Plan, said document being referred to as the “Beaufort County Stormwater Management Implementation Guide”. Future amendments of the Plan/Guide shall be

incorporated by reference once agreed upon by the Beaufort County Stormwater Implementation Committee (SWIC).

2.04 *Cost of Service Analysis and Rate Study:* The study was conducted by the County and Town which was adopted by County Council on August 24, 2015 and submitted by the Study consultant to the Town of Port Royal on April 20, 2016 to determine an equitable and appropriate rate structure for Stormwater Utility User Fees within all areas of the County, so that fees charged by the Stormwater Utility will be in compliance with provisions of S. C. Code Ann. 48-14-120(C)(Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010).

2.05 *Stormwater Utility User Fees:* Stormwater Utility User Fees shall mean the service fee imposed pursuant to this article for the purpose of funding costs related to stormwater programs, services, systems, and facilities. These fees will be calculated based upon the residential category for a parcel and/or the nonresidential parcel's impervious area and/or a parcel's gross area and an administrative fee, depending on the applicable Utility Rate Structure, as pursuant to the provisions of the Beaufort County Ordinance listed in Section 1.02.

2.06 *Stormwater Utility User Fee; Single Family Unit Rate (SFU).* Per "Option A" of the 2015 Utility Rate Study, the single-family unit fee rate shall be defined as the impervious area measurements obtained from a statistically representative sample of all detached single-family structures within Beaufort County. The representative value will be 4,906 square feet

2.07 *Stormwater Utility User Fee; Administrative fee.* For "Option A" rate structures, the Administrative fee is a portion of the SFU and determined per Section 4.01 of this Agreement. Per "Option C or E" of the 2015 Utility Rate Study, the Administrative fee is a fixed cost per billable account and includes costs to the Utility not directly applicable to the improvements of the

property, such as administrative costs, public education and outreach, and water quality monitoring. For “Option C or E” rate structures, the Administrative fee is determined per Section 4.01 of this Agreement.

2.08 *Stormwater Utility User Fee; Countywide Infrastructure Fee (CWI)*. Per the 2015 Utility Rate Study, the countywide infrastructure fee is based on GIS data obtained per Article 8 herein. It is a fee applicable to each Town for the operation and maintenance cost of the county owned infrastructure defined in Section 5.07, collected and paid directly to the County. **The County shall provide to the Town an annual report of its CWI fee expenditures from the previous fiscal year. For each year that this agreement is in effect, a report shall be prepared and delivered to by the County to the Town by (i) August 31, or (ii) as soon as the previous fiscal year’s report is complete.**

2.09 *Stormwater Utility User Fee; Gross Area fee (GA)*. Per “Option C or E” of the 2015 Utility Rate Study, the Gross Area fee is calculated from the area in acres of a parcel of land as measured from GIS data obtained per Article 8 herein.

2.10 *Stormwater Utility User Fee; Impervious Area fee (IA)*. Per “Option C or E” of the 2015 Utility Rate Study, the Impervious Area fee is based on impervious area measurements calculated in the same manner as the SFU.

2.11 *NPDES*: The National Pollutant Discharge Elimination System stormwater regulatory program established by the United States Environmental Protection Agency to address pollutants in stormwater discharged to waters of the United States. Phase II of this regulatory program impacts communities under 100,000 in population, small construction sites between one acre and five acres, and industrial sites owned and operated within communities under 100,000 population.

2.12 *Public Stormwater:* Stormwater runoff which is conveyed through a public drainage easement or public road right of way, and/or which some portion is generated from a public road right of way.

2.13 *Stormwater Infrastructure:* Real property, interests in real property, improvements to real property such as ditches, drains, pipes, culverts, catch basins, pumps, post-construction best management practices (BMPs), or the like, or any combination of them, used or useful in the collection and disbursement of storm and surface water, or the control of flooding. As used herein, Stormwater Infrastructure does not include drainage systems or facilities that are not publicly owned, and which do not carry public stormwater.

2.14 *Stormwater Management:* Control of storm and surface water, erosion, stormwater quality protection and flooding through the use of Stormwater Infrastructure, and the creation and enforcement of development standards related to storm and surface water.

2.15 *Stormwater Management Plan:* The plan(s) developed by the County and Town that addresses planning, design and construction of capital improvements to the Stormwater Infrastructure; acquisition of real property or interests in real property for the purposes of Stormwater Management; maintenance and repair of Stormwater Infrastructure; regulation of the use of Stormwater Infrastructure; acquisition of equipment and other assets; regulation of impacts including any that may be mandated under the NPDES Phase II regulations, contracting with engineering, financial, legal, construction and other professionals for services in support of the Stormwater Utility, emergency preparedness related to storms and hurricanes, acquisition or construction of Stormwater Infrastructure, or any other functions required, useful or prudent for a program of Stormwater Management.

2.16 *Stormwater Utility:* The administrative section of the County's Stormwater Department created for the purposes of planning, designing, overseeing, funding, building, and maintaining Stormwater Infrastructure, either directly or through cooperative arrangements with other governmental bodies; and for administering and managing Stormwater Management throughout Beaufort County.

2.17 *Town:* Town of Port Royal, South Carolina.

ARTICLE 3 - TERM OF THIS AGREEMENT

3.00 *Term of This Agreement:* The term and duration of this Agreement shall be as follows in this Article 3.

3.01 *Initial Term of this Agreement:* The Initial Term of this Agreement shall be for a period of ten (10) years, commencing on the date the Agreement is signed by both the Town and the County, whichever comes last.

3.02 *Periodic Review of this Agreement:* The Beaufort County Stormwater Implementation Committee (SWIC) shall conduct periodic review of this Agreement to insure that it remains current with the state of the art stormwater management and practices applicable to coastal areas and shall provide recommendations for updates to the agreement if necessary.

3.03 *Extension of this Agreement:* The term of this Agreement may be extended at any time by the mutual agreement of the parties hereto, or upon the expiration of the initial ten (10) year term set forth in Article 3.01 above.

3.04 *Termination of this Agreement:* This Agreement may be terminated by either party hereto, by delivering written notice of the termination to the other party. Termination under this

Article shall only be effective on the final day of any given County fiscal year. The written notice of termination shall be provided by the party terminating the Agreement no less than one hundred eighty (180) days prior to the date the termination will be effective.

3.05 *Effect of Termination:* Upon termination of this Agreement under any provision of this Article 3, or otherwise, all rights and obligations of any party hereto, specifically including but not limited to the right of the County to charge Stormwater Utility User Fees to property owners in the Town, shall immediately end.

3.06 *Conveyance of Assets:* Upon termination of this Agreement under any provision of this Article 3, the County shall convey to the Town all of its right, title and interest in any Stormwater Infrastructure, including any stormwater easements, within the municipal limits of the Town. However, this shall not include Stormwater Infrastructure on County owned parcels or County road rights of way (otherwise known as Countywide Infrastructure, CWI, as defined in Section 5.07) within the limits of the Town.

3.07 *Rebate of User Fees:* Upon termination of this Agreement under any provision of this Article 3, the County shall return to the Town any collected but unspent or unobligated Stormwater Utility User Fees collected from within the Town Limits.

ARTICLE 4 – FINANCE AND FUNDING

4.00 *Financial and Funding Relationship:* The Town shall provide the County with its Stormwater Utility User Fee Rate for its upcoming fiscal year prior to June 30 each year of this Agreement. This will be in the form of a letter to the County Administrator from the Town Manager.

In the event the Town fails to submit this letter in accordance with Article 4 of this Agreement, the previous year's rate shall apply. The Town shall also provide to the County an annual report of its stormwater fee expenditures from the previous fiscal year. **For each year that this Agreement is in effect, a report shall be prepared and delivered by the City to the County by the later of (i) January 15, or (ii) as soon as the previous fiscal year's financial records are complete.**

4.01 *Use of Revenue:* In accordance with the provisions of S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010), all Stormwater Utility User Fees collected within the Town, less an administrative fee, shall be returned to the Town. The administrative fee is to be calculated as a fixed dollar amount for each unit billed and collected by the Stormwater Utility. The billable unit shall be either a Per Account charge or a charge per SFU, depending on the applicable Utility Rate Structure. The Utility shall define its administrative costs each year during the annual budget process. The Beaufort County Stormwater Implementation Committee (SWIC) shall conduct annual reviews of the Utility's administrative budget and recommend to the municipalities and County any changes to the amount billed per Account or SFU and the SWIC and Utility shall provide the Town an itemized proposal and a written explanation for adjustments for the administrative services and deliverables to be provided in the coming fiscal year. This proposal shall be submitted to the Town by February 15 of each calendar year. The Town shall provide a written recommendation of acceptance to the Utility by April 1 of the same year. Once agreed upon, this shall serve as the basis for the annual administrative fee to be calculated per Town Account or SFU, and included in each entity's annual budget.

- (a) The administrative fee shall be used by the County to defray the County's administrative costs in managing the Stormwater Utility.
- (b) The Town shall use Stormwater Utility User Fees to provide Stormwater Management within the Town, including, but not limited to:
- (i) The acquisition, design, construction, and maintenance of Stormwater Infrastructure, or repayment of bonded indebtedness issued to fund construction of Stormwater Infrastructure, in so far as the law and covenants of the bonds allow, or for repayment to the Town for general fund or other funds spent by the Town to fund Stormwater Management activities;
 - (ii) Acquisition of Stormwater Infrastructure, including any easements or other interests in real property which shall be held in the name of the Town;
 - (iii) Maintenance of Stormwater Infrastructure by the Town and its contractor(s,) or by direct services of the Stormwater Utility. Charges for services by the Stormwater Utility; shall be negotiated and approved by the County and the Town, as is provided in Articles 4.03, 4.05(a), 5.05, and 5.07 below; The Town shall have the right of non-exclusive use of direct maintenance services, and there shall be no minimum dollar amount required to be spent annually by the Town on any services provided by the Stormwater Utility;
 - (iv) Plan review and site inspections related to compliance with

stormwater ordinances and standards for development within the Town as set forth in Articles 4.05, 4.06 and 4.07 below;

- (v) NPDES Phase II permit compliance;
- (vi) Payment of bond indebtedness or repayment of funds borrowed from the general fund or any other fund for the purpose of funding Stormwater Management projects or activities; and,
- (vii) Any other services related to Stormwater Management.

4.02 *Further Agreements Authorized:* The Town and the County may negotiate and enter into agreements to share costs and responsibilities related to NPDES permit compliance. Such agreements and cost allocations shall be reflected in each entities annual budget and must be authorized by the Town Council and County Council.

4.03 *Cost of Services:* If the Town chooses to utilize the direct services of the Stormwater Utility, however described, they shall be accounted for at the County's actual cost of the equipment, materials, and personnel utilized in the delivery of the services.

4.04 *Setting of Stormwater Utility User Fee Rate (Per Account, IA, GA, and SFU's):* The Town shall be responsible each year for setting the Stormwater Utility User Fee Rate to be assessed on parcels within the Town. The Stormwater Utility User Fee rate shall be set in accordance with S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation.

4.05 *Plan Review and Site Inspection:* For all activities that constitute development within Town limits, the Town will provide review of plans and site inspections to ensure compliance with

applicable laws, ordinances and regulations related to storm and surface water, erosion control and flooding.

4.06 *Coordination of Services:* The Town shall identify a representative of its staff to serve as the contact person and coordinator for Stormwater Management Services, including services provided by the County within the Town, long range planning and water quality initiatives such as the NPDES Phase II requirements compliance, notification of problems, facilitating access within any planned or future Planned Unit Developments within the Town, and advising the County on site-specific conditions within the Town.

ARTICLE 5 – ADMINISTRATION OF STORMWATER UTILITY

5.00 *Stormwater Utility:* The County has established a Stormwater Utility that administers funds and conducts a Stormwater Management program throughout the County.

5.01 *Stormwater Management Plan:* The County and Town shall have the responsibility to develop and maintain a Stormwater Management Plan to be administered by the Beaufort County Stormwater Implementation Committee (SWIC).

5.02 *Relationship of Plan to Agreement:* The Stormwater Management Plan developed and maintained by the Beaufort County Stormwater Implementation Committee (SWIC) shall incorporate the obligations of the County and Town under this Agreement. In the case of any conflict between the provisions of the Stormwater Management Plan and this Agreement, the provisions of this Agreement shall control.

5.03 *Stormwater Utility User Fees:* The Stormwater Utility shall bill and collect parcel based Stormwater Utility User Fees from property owners, tenants, or other appropriate parties,

pursuant to its authority and subject to any intergovernmental agreements, including this Agreement, and may also apply for, acquire and use any other funding from any public or private source in support of the Stormwater Management Plan as allowed by law.

5.04 *County Responsibilities:* The County, through the Stormwater Utility, shall have the following responsibilities:

(a) *Collection and Distribution of Fees:* Stormwater Utility User Fees within the Town limits shall be charged and collected by the County in accordance with the provisions of Article 4.0 of this Agreement; the Stormwater Utility User Fees shall be collected in accordance with S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation, and shall not include provisions for relief from the payment of the Stormwater Utility User Fees **unless otherwise directed in writing by Town Council or other designated authority**; the County shall distribute the Town's Stormwater Utility User Fees less the County administrative costs as defined in Article 4.01, in the same manner as ad valorem taxes are distributed for each year this Agreement is in effect;

(b) *Provision of Services:* Provision of the services required under this Agreement.

(c) *Budgeting and Expenditure:* Setting the budget for the Stormwater Utility, and spending the revenues in accordance with any applicable ordinances or agreements, including this Agreement;

(d) *Administrative Activities:* Managing all administrative activities of the Stormwater Utility, including but not limited to, fee assessment, collection and distribution, maintenance of accounting records, maintenance of stormwater data, implementation of the master plan, acquisition of easements, coordination with

other agencies, reporting to the Stormwater Utility Board;

(e) *Accounting:* Maintaining an accounting of revenues and expenditures on a jurisdictional or geographic basis, as may be set or described under any applicable ordinance or agreement, including this Agreement, the County shall provide the Town with an itemized annual accounting of all Stormwater Utility User Fees within the Town limits in the form of a budget report, including but not limited to: how parcel fees were determined, calculated, and assessed; total fees collected; total Administrative costs retained by the County; total fees in arrears, on which parcels and the status of the collection attempt(s) on such parcels; fee credits applied for; fee credits paid; and fees that required adjustment since the last billing. This budget report shall be parcel based and provided to the Town annually prior to February 1st throughout the term of this agreement as an electronic document compatible with the most current version of Microsoft Office. The County shall also maintain an annual accounting of all administrative costs associated with operating the Utility. Either the Town or County, at the sole expense of the requesting jurisdiction, may request a professional audit of any of the budget reports;

(f) *Operation and Maintenance:* At the direction and approval of the Town, provide for the operation and maintenance of Stormwater Infrastructure within the Town; and,

5.05 *Delivery of Services:* The County shall coordinate the delivery of services hereunder through the Town Manager or his designee, via a Job Order Process as agreed to by the Town and County. All delivery of County services upon parcels within the Town limits shall be approved in

writing by the Town before any work is performed or any funds may be returned to the County, and all delivery of stormwater infrastructure services within County Rights of Ways shall be coordinated with the Town.

5.06 *Coordination with Other Jurisdictions:* From time to time a need for coordination between all incorporated jurisdictions within the County and the County may occur, and it shall be the responsibility of the County to facilitate such coordination. The County will work with designated representatives from all jurisdictions within the County to ensure effective communication regarding issues impacting the Stormwater Infrastructure and the Stormwater Management Plan.

5.07 *Qualifications and Extents of Service:* Stormwater infrastructure in public road Rights of Ways, whether State, County or Municipal, shall be maintained by the road owner, as these areas are exempt from Stormwater Utility User Fees per Section 99-109 (b) of the County Ordinance. The Town shall retain the right to determine the qualifications for, extent of, and level of service required to maintain the Stormwater Infrastructure within the limits of the Town, with the exception of County and State road Rights of Way, which shall be designed and maintained in accordance with their current standards.

5.08 *Fee Credits:* The Town shall have the authority to review and comment on all County stormwater fee credit applications requested upon parcels within the Town limits prior to such adjustments being made.

5.09 *Easements:* The Town and County will allow mutual blanket encroachments upon each other's existing easements, but only to enable the Town and/or County to perform stormwater utility related work within the limits of the Town.

ARTICLE 6: STORMWATER ORDINANCES AND DEVELOPMENT STANDARDS

6.00 *Applicable Standards:* The current hydrologic and hydraulic engineering and design standards of the County and Town shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the County and Town, respectively, unless superseded by the hydrologic and hydraulic engineering and design standards of the State, as may be required for specific work performed in State rights of way. In all cases, the County or Town standards shall prevail within the applicable jurisdiction unless determined to be less stringent than State standards.

6.01 *State or Federal Laws or Regulations:* The Town and the County shall at all times comply with any applicable State or Federal Laws or regulations relating to Stormwater Management, Stormwater Infrastructure, erosion control or pollution.

6.02 *Regulatory Obligations of the County and Town:*

The County and Town shall adopt and enforce ordinances and development standards as necessary to comply with State and Federal standards regarding stormwater management, erosion and sedimentation, pollution control, and flooding. Minimum water quality controls in jurisdictions shall be protective enough to reach and maintain state designated water uses.

6.03 *Plan Review and Site Inspection:* The Town and County shall be responsible for the review and approval of all development plans within their respective jurisdictions, to ensure that all applicable regulations pertaining to construction site erosion, sedimentation, and pollution control as well to post-construction stormwater quantity and quality control are met.

The County and Town shall be responsible for providing inspections during construction of all County and Town owned stormwater systems, respectively. The County and Town will continue its practice of inspection and review of privately owned stormwater systems during construction and upon completion to ensure that construction conforms with the approved development stormwater plan.

ARTICLE 7 – NPDES MS4 PHASE II PERMIT COMPLIANCE

7.00 *NPDES Compliance:* In 2015, Beaufort County, the Town of Port Royal, and the Town of Port Royal were designated by the State of South Carolina for compliance with the NPDES Program. the County and Town shall be responsible for the development of the NPDES MS4 Phase II permit application, the development of Best Management Practices required by the permit, and the implementation of the program of Best Management Practices set forth in the permit. Should the Town of Port Royal or the City of Beaufort be designated by the State of South Carolina for compliance with the NPDES program, the provisions of this section shall also apply to the Town.

7.01 *Roles and Responsibilities:* The Town and County shall hold separate NPDES MS4 Phase II permits and shall each be responsible for maintaining compliance with their respective permit requirements. The Town may request to “co-permit” or share MS4 Phase II permitting with the County or another Town or City, as allowed by Article 9 of this Agreement, as allowed by State law, and as encouraged in the State of South Carolina General Permit for MS4 Phase II communities.

7.02 *Coordination of Activities:* It is expected that some aspects of NPDES MS4 Phase II

requirements will lend themselves to coordination and cooperation between the Town and the County. In such instances, coordination between the Town and the County shall be on the basis of a specific Minimum Control Measure (MCM) and shall be established by a separate written agreement that specifies the objectives, product deliverables, schedules, funding distribution, and the roles and responsibilities of each party in addressing these measures.

7.03 *Annual Reporting:* The Town and County will each be responsible for preparing an annual report documenting the activities undertaken in support of NPDES MS4 Phase II permit requirements during the previous year and submitting the report to the South Carolina Department of Health and Environmental Control.

7.04 *Permit Related Costs:* All costs related to the NPDES MS4 Phase II permit shall be borne by the permit holder. In instances where the Town and County coordinate to meet permit requirements, costs may be shared on a basis that is detailed in a separate written agreement.

ARTICLE 8 – DATA ACQUISITION AND MANAGEMENT

8.00 *Roles and Responsibilities:* The Town and County shall each be responsible for acquiring and maintaining data sets that are relevant to Stormwater Management in their respective jurisdictions.

8.01 *Cost Sharing:* Cost sharing agreements for data acquisition may be made between the Town and County on a project-specific basis. The terms and details of any cost sharing agreement shall be detailed in a separate written agreement between the Town and County.

8.02 *Data Sharing:* The Town and County shall share acquired data at the request of the other. In such instances the Town and County will agree to abide by each entity's current data distribution

policy.

8.03 *Data Types:* Types of data that the Town and County will acquire, maintain, and may share include but are not limited to, GIS data, aerial photography, LIDAR data, water quality monitoring data, stream gage data, financial and accounting data.

ARTICLE 9 – OTHER AGREEMENTS

9.00 *Scope and cost sharing:* From time to time various projects may be shared in scope and/or cost between the County and the Town, or the County and multiple Municipalities within the County via Memos of Agreement, Memos of Understanding, Contracts, and/or Joint Resolutions.

9.01 *Agreement Recommendations:* The Beaufort County Stormwater Implementation Committee (SWIC) shall be the vehicle whereby agreements of project scope and cost sharing between the County and multiple Municipalities within the County are reviewed and recommended to the Municipalities and County. It is understood that the Beaufort County Stormwater Implementation Committee shall have no authority to financially commit the Town or County to any project of any type and only will provide technical recommendations for such projects. For agreements solely between the Town and the County, the Beaufort County Stormwater Implementation Committee (SWIC) review is not required.

9.02 *Agreement approvals:* Other agreements between the County and the Town must be approved by the Town Council and the County Council or their designees.

9.03 *Funds Distribution:* These Agreements will define how funds are distributed, either by invoice or as part of the Per Account Administrative fee collected by the County.

ARTICLE 10 - MISCELLANEOUS

10.00 *Provisions Applicable to This Agreement:* The following general provisions are applicable to this Agreement:

10.01 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the Town and County and their respective successors and assigns, if any are permitted hereunder.

10.02 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of the Town and the County.

10.03 *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.04 *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.05 *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

10.06 *Captions:* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10.07 *Plural/Singular:* Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

10.08 *No Third Party Beneficiaries:* The Town and the County hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors

and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

10.09 *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, via electronic mail, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the parties.

To the Town: THE TOWN OF PORT ROYAL
Van Willis, Manager
700 Paris Ave.
Port Royal, SC 29935

To the County: BEAUFORT COUNTY, SOUTH CAROLINA
Gary Kubic, Manager
Post Office Box 1128
Beaufort, SC, 29902

10.10 *No Waiver:* No failure of either party hereto to exercise any power or right given to such party hereunder, or to insist on strict compliance by any other party to its obligations hereunder,

and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to thereafter demand strict compliance with the terms of this Agreement.

10.11 *Further Assurances and Corrective Documents:* The Town and the County agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the provisions hereof. The Town and the County agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the provisions hereof.

In Witness Whereof, The Town of Port Royal, South Carolina, and Beaufort County, South Carolina, by and through their duly authorized officers, have set their hands and seals on this _____ day of _____, 2016.

WITNESSES:

THE TOWN OF PORT ROYAL,
SOUTH CAROLINA

By: _____

_____, Mayor

Attest: _____

_____, Town Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____

Paul Sommerville, Chairman

Attest: _____

Gary Kubic, County Administrator



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO ESTABLISH BEAUFORT COUNTY’S COMMUNITY DEVELOPMENT PRIORITY LIST
MEETING NAME AND DATE:
Community Services Committee March 7, 2022
PRESENTER INFORMATION:
Audra Antonacci-Ogden, ACA Community Services <i>10 Minutes</i>
ITEM BACKGROUND:
The Beaufort County Community Development Priority List is updated annually.
PROJECT / ITEM NARRATIVE:
The Beaufort County Community Development Priority List is updated annually and is provided to the Lowcountry Council of Governments as a pre-requisite for Community Development Block Grant Program Applications. The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income (LMI). The Annual allocation from HUD for the program is administered by the S C Department of Commerce – Division of Grant Administration.”
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the Resolution
OPTIONS FOR COUNCIL MOTION:

RESOLUTION 2022/___

A RESOLUTION ADOPTING PRIORITY COMMUNITY DEVELOPMENT NEEDS

WHEREAS, every year the county is required to provide the Lowcountry Council of Governments with a “Community Development Priority” list, as a prerequisite to applying for federal Community Development Block Grant funds; and

WHEREAS, during the January 24, 2022 Beaufort County Council meeting Lowcountry Council of Governments presented the SC CDBG Program; and,

WHEREAS, at the March 7, 2022 meeting of the Community Services Committee the County’s priority community development needs were discussed and an opportunity for public comment was provided;

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, in meeting duly assembled, does hereby affirm that the County’s priority community needs for 2022 are as follows:

1. Provide new and/or quantifiably public services and materials that will primarily benefit low and moderate-income (LMI) individuals and are needed to prepare for, respond to or prevent the spread of coronavirus. These activities include but are not limited to:
 - a. After school programs
 - b. Senior service programs
 - c. Alterations or retrofitting of publicly owned facilities to facilitate compliance with public health guidelines. (HVAC and air filtration improvements, expansion of interior public spaces to facilitate social distancing, and equipment or public improvements needed to expand or improve internet access)
 - d. Add medical/mental health services to the Detention Center
2. Drainage improvements in low-and-moderate income neighborhoods as identified in our capital improvement plan.
3. Funding for public facilities, transportation, recreation centers, and services; other activities that strengthen existing quality of life (parking garage, event center, education and workforce development, public health, and safety).
4. Housing programs – Water and sewer hookups to replace failing septic systems and wells in low-and-moderate income communities and/or neighborhoods; housing repair

for low-and-moderate income homeowners and for rental units occupied by low-and-moderate income renters; programs to promote new affordable rental housing; programs and policies to promote homeownership for low-and-moderate income households; and incentives to promote affordable infill housing.

- 5. Streetscape improvements in all areas of the county that contain low-and-moderate income communities and/or neighborhoods.
- 6. Improvements to public recreation facilities that benefit low-and-moderate income citizens of the County.
- 7. Extend access and affordable options to digitally underserved areas through coordination with Internet Service Providers (ISPs) and State Office of Resiliency.
- 8. Disaster Recovery – Provide recovery activities to low-income areas affected by Presidentially declared disasters.

Adopted this ____ day of March, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST: _____

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION SUPPORTING THE SOUTH CAROLINA AMERICAN REVOLUTION SESTERCENTENNIAL COMMISSION AND RECOGNIZING AND ESTABLISHING THE BEAUFORT COUNTY 250 COMMITTEE
MEETING NAME AND DATE:
County Council, March 14, 2022
PRESENTER INFORMATION:
Eric Greenway, County Administrator (Estimate 3 minutes)
ITEM BACKGROUND:
The Purpose of the Resolution is to Support the South Carolina American Revolution Sestercentennial Commission and to Establish the Beaufort County 250 Committee. The Item Received Favorable Review at the March 7, 2022 Meeting of the Executive Committee
PROJECT / ITEM NARRATIVE:
See Above
FISCAL IMPACT:
This Item Does Not, And Is Not Expected to, Require Expenditure of Funds. The County is Committing Staff Support to This Effort
STAFF RECOMMENDATIONS TO COUNCIL:
Staff Recommends Approval of the Resolution
OPTIONS FOR COUNCIL MOTION:
Council's Options Are to Approve or to Deny the Resolution <u>Potential Motion:</u> I hereby Move that Beaufort County Adopt a Resolution Supporting the South Carolina American Revolution Sestercentennial Commission and that Beaufort County Recognize and Establish the Beaufort County 250 Committee for the Purposes Set Forth More Specifically in the Resolution Which is Before Us. Membership in the Committee Will be Established by the Administration in Conjunction with the South Carolina American Revolution Sestercentennial Commission)

RESOLUTION 2022/_____**A RESOLUTION SUPPORTING THE SOUTH CAROLINA AMERICAN
REVOLUTION SESTERCENTENNIAL COMMISSION AND RECOGNIZING AND
ESTABLISHING THE BEAUFORT COUNTY 250 COMMITTEE**

WHEREAS, South Carolina created the South Carolina American Revolution Sestercentennial Commission (250th Anniversary Commission also known as SC250); and

WHEREAS, the mission of the SC250 Commission is to celebrate and promote South Carolina's role in the American Revolution by educating, engaging, and inspiring South Carolinians and visitors; and

WHEREAS, the SC250 Commission is seeking partnerships with counties and municipalities to further its mission; and

WHEREAS, this partnership will be formed by creating a local committee called the Beaufort County 250 Committee; and

WHEREAS, the Beaufort County 250 Committee will focus on important events, people, and places during the Revolutionary War within Beaufort County to promote, observe and celebrate Beaufort County's role in the American Revolution by educating, engaging, and inspiring South Carolinians and visitors; and

WHEREAS, local projects (i.e., creating visitable historical sites to attract tourists, supporting celebrations, restoring local historical markers, rebuilding local historical infrastructure, etc.) will enhance historical tourism opportunities.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, in a meeting duly assembled, that Beaufort County does hereby:

1. Establish and designate the Beaufort County 250 Committee as its official committee to support the SC250 in celebrating and promoting South Carolina's role in the American Revolution;
2. Partner with the South Carolina American Revolution Sestercentennial Commission (SC250) in education, engaging, and inspiring South Carolinians and visitors to celebrate the Sestercentennial of the American Revolution;
3. Commit staff and communication support to initiatives of the SC250 Commission; and
4. Commit staff and communication to the Beaufort County 250 Committee to assist in its local efforts to educate, engage, and inspire South Carolinians and visitors about South Carolina's role in the American Revolution thereby enhancing historical tourism opportunities in Beaufort County.

Adopted this _____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



TO: Beaufort County Council Members

March 9, 2022

FROM: Richard Thomas, Beaufort County 250 Committee

RE: Beaufort County 250 Committee, South Carolina 250 Commission

The South Carolina American Revolution Sestercentennial Commission (SC 250 Commission) is a state organization and a partnership with the National Park Service, the American Battlefield Trust and the SC Battleground Preservation Trust. Its mission is to celebrate and promote SC's role in the American Revolution by educating, engaging and inspiring South Carolinians and visitors.

The 250 Commission is developing its activities in conjunction with the SC Liberty Trail, a collection of about 110 sites at present where significant events took place during the Revolutionary War. The Commission is seeking to organize activity on a County level by forming County 250 Committees from organizations and individuals in the counties having interests relating to the American Revolution. Museums, libraries, owners or managers of historic sites, local governments, schools, cultural and heritage organizations, convention and visitors bureaus, tour operators and the like will be included in the county committees so as to help execute the mission of the Commission at the local level.

As a county committee, the Beaufort County 250 Committee will be tasked with:

- discovering and cataloging all the sites, people, events and stories that took place during the period of the American Revolution in Beaufort County;
- researching and verifying the events and stories and document them for posterity;
- giving a clear, local and inclusive voice to the past's people and events in stories told from the viewpoint of all diverse parties involved in or affected by the Revolutionary War in this area, British or American, Loyalist or Patriot, African-American or Native-American, man or woman, Anglican, Protestant or Jew;
- sharing Beaufort County's Revolutionary narrative in talks, dramatic presentations, historic research and reports, symposiums, re-enactments and preservation projects;
- creating a County Revolutionary War trail of locations, newly discovered and designated, as well as traditional sites, to stimulate local heritage tourism related to the national celebration of the 250th; and,
- updating and improving existing heritage tourism infrastructure relating to 18th Century sites, including the replacement or installation of markers, monuments or interpretive signage.

The period of observation and celebration of American Revolution-related events is expected to last from 2025-2033 in Beaufort County, with the peak activities taking place in 2029-2031.

Please consider favorably the approval and support of the Beaufort County 250 Committee and its mission on behalf of Beaufort County. A list of participating organizations and individuals is attached.



February 8, 2022

Mr. Joseph Passiment, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment

Dear Mr. Passiment:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Beaufort Memorial Board of Trustees effective March 1, 2022.

Sincerely,

Stephen F. Larson, M.D.

cc: Mr. Russell Baxley
Mr. D. Paul Sommerville
Mr. David House



February 8, 2022

Mr. Joseph Passiment, Chairman
Beaufort County Council
P. O. Drawer 1228
Beaufort, SC 29901-1228

Re: Reappointment

Dear Mr. Passiment:

I hereby respectfully request that I be considered for reappointment to serve as a member of the Beaufort Memorial Board of Trustees effective March 1, 2022.

Sincerely,

William Himmelsbach

cc: Mr. Russell Baxley
Mr. D. Paul Sommerville
Mr. David House



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Ordinance Amending 2020 Business License Ordinance
MEETING NAME AND DATE:
County Council January 24, 2022
PRESENTER INFORMATION:
Thomas J. Keaveny, II, Deputy County Attorney 15 Minutes
ITEM BACKGROUND:
During it's meeting of January 18, 2022 the Finance Committee voted unanimously to amend the 2020 Business License Ordinance. The attached Amended Ordinance contains the language which the Committee voted to recommend that Council adopt.
PROJECT / ITEM NARRATIVE:
Amendment of 2020 Business License Ordinance
FISCAL IMPACT:
Amending the Ordinance as proposed will result in lower revenue collection but it should not have an adverse impact of past collections because Beaufort County has not historically collected revenue for this activity.
STAFF RECOMMENDATIONS TO COUNCIL:
Amend the 2020 Business License Ordinance as recommended by the Finance Committee.
OPTIONS FOR COUNCIL MOTION:
Follow the Finance Committee's recommendation or reject it.

ORDINANCE 2022/_____

AN ORDINANCE AMENDING THE 2020 BUSINESS LICENSE TAX ORDINANCE

WHEREAS, Beaufort County has been in the practice of regulating business licensing as evidenced by the Beaufort County Code of Ordinances Chapter 18, Article III, Sections 18-46 through 18-71; and

WHEREAS, in December 2020 Beaufort County repealed its then existing Business License Ordinance and adopted a new Ordinance which was designed to bring its Ordinance into conformity with the South Carolina Business License Tax Reform Act of 2019; and

WHEREAS, in adopting its new ordinance Beaufort County inadvertently failed to carry forward a then existing exemption for individuals who rent less than two residential rental units on a long-term basis (30 days or more) within the county and Council wishes to include that exemption in its current Ordinance.

NOW, THEREFORE, be it ordained by Beaufort County Council, in a meeting duly assembled, that Chapter 18, Article III, of the Code of Ordinances is amended to exempt from the requirements of the business license tax, individuals who rent less than two residential rental units on a long-term basis all as set forth in Exhibit "A" .

IT IS SO ORDAINED, this ____ day of _____, 2022

Joseph Passiment, Chairman

Attest: Sarah Brock, Clerk to Council

First Reading:_____

Second Reading:_____

Third Reading:_____

ARTICLE III. - BUSINESS AND PROFESSIONAL LICENSES

Section 1. License Required. Every person engaged or intending to engage in any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, in whole or in part within the limits of Beaufort County, South Carolina, is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

Section 2. Definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meaning ascribed herein. Defined terms are not capitalized when used in this ordinance unless the context otherwise requires.

“*Business*” means any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, either directly or indirectly. In addition to the above-described activities constituting doing business in the county, an individual shall be deemed to be in business if that individual owns and rents two or more residential rental units (or holds a partial interest therein) within the county, excluding the municipalities therein. The applies to long-term rentals (30 days or more) only.

“*Charitable Organization*” means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. Section 501(c)(3), (4), (6), (7), (8), (10) or (19).

“*Charitable Purpose*” means a benevolent, philanthropic, patriotic, or eleemosynary purpose that does not result in personal gain to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization.

“*Classification*” means that division of businesses by NAICS codes subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by the Council.

“*Council*” means the County Council of Beaufort County.

“*Domicile*” means a principal place from which the trade or business of a licensee is conducted, directed, or managed. For purposes of this ordinance, a licensee may be deemed to have more than one domicile.

“*Gross Income*” means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within the County. If the licensee has a domicile within the County, business done within the County shall include all gross receipts or revenue received or accrued by such licensee. If the licensee does not have a domicile within the County, business done within the County shall include only gross receipts or revenue received or accrued within the County. In all cases, if the licensee pays a business license tax to another Municipality or County, then the licensee’s gross income for the purpose of computing the tax within the County must be reduced by the amount of revenues or receipts taxed in the other Municipality or County and fully reported to the County. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods or trade-in merchandise shall be included in gross income. The gross receipts or gross revenues for business license

purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies. In calculating gross income for certain businesses, the following rules shall apply:

- A. Gross income for agents shall be calculated on gross commissions received or retained, unless otherwise specified. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.
- B. Except as specifically required by S.C. Code § 38-7-20, gross income for insurance companies shall be calculated on gross premiums written.
- C. Gross income for manufacturers of goods or materials with a location in the County shall be calculated on the lesser of (i) gross revenues or receipts received or accrued from business done at the location, (ii) the amount of income allocated and apportioned to that location by the business for purposes of the business's state income tax return, or (iii) the amount of expenses attributable to the location as a cost center of the business. Licensees reporting gross income under this provision shall have the burden to establish the amount and method of calculation by satisfactory records and proof. Manufacturers include those taxpayers reporting a manufacturing principal business activity code on their federal income tax returns.

“*License Official*” means a person designated to administer this ordinance. Notwithstanding the designation of a primary license official, the County may designate one or more alternate license officials to administer particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code.

“*Licensee*” means the business, the person applying for the license on behalf of the business, an agent or legal representative of the business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

“*County*” means the Beaufort County, South Carolina.

“*NAICS*” means the North American Industry Classification System for the United States published under the auspices of the Federal Office of Management and Budget.

“*Person*” means any individual, firm, partnership, limited liability partnership, limited liability company, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

Section 3. Purpose and Duration. The business license required by this ordinance is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. The license year ending on December 31, 2021 shall commence on May 1st, 2022 and shall run through April 30th 2023. Thereafter, the license periods shall be established as follows. Except as set forth below for business licenses issued to contractors with respect to specific construction projects, each yearly license shall be issued for the twelve-month period of May 1 to April 30. A business license issued for a construction contract may, at the request of the licensee, be stated to expire at the completion of the construction project; *provided*, any such business license may require that the licensee file,

by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount. The provisions of this ordinance and the rates herein shall remain in effect from year to year as amended by the Council.

Section 4. Business License Tax, Refund.

- A. The required business license tax shall be paid for each business subject hereto according to the applicable rate classification on or before the due date of the 30th day of April in each year, except for those businesses in Rate Class 8 for which a different due date is specified. Late payments shall be subject to penalties as set forth in Section 12 hereof, except that admitted insurance companies may pay before June 1 without penalty.
- B. A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the business license tax shall be computed on the combined gross income for the classification requiring the highest rate. The business license tax must be computed based on the licensee’s gross income for the calendar year preceding the due date, for the licensee’s twelve-month fiscal year preceding the due date, or on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The business license tax for a new business must be computed on the estimated probable gross income for the balance of the license year. A business license related to construction contract projects may be issued on a per-project basis, at the option of the taxpayer. No refund shall be made for a business that is discontinued.
- C. A licensee that submits a payment greater than the amount owed may request a refund. To be considered, a refund request must be submitted in writing to the County before the June 1 immediately following the April 30 on which the payment was due and must be supported by adequate documentation supporting the refund request. The County shall approve or deny the refund request, and if approved shall issue the refund to the business, within thirty days after receipt of the request.

Section 5. Registration Required.

- A. The owner, agent, or legal representative of every business subject to this ordinance, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; *provided*, a new business shall be required to have a business license prior to operation within the County, and an annexed business shall be required to have a business license within thirty (30) days of the annexation. A license for a bar (NAICS 722410) must be issued in the name of the individual who has been issued the corresponding state alcohol, beer, or wine permit or license and will have actual control and management of the business.
- B. Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this ordinance by the license official.

Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.

- C. The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported (or estimated for a new business) without any unauthorized deductions, and that all assessments, personal property taxes on business property, and other monies due and payable to the County have been paid.
- D. The County shall allow application, reporting, calculation, and payment of business license taxes through the business license tax portal hosted and managed by the South Carolina Revenue and Fiscal Affairs Office, subject to the availability and capability thereof. Any limitations in portal availability or capability do not relieve the applicant or Licensee from existing business license or business license tax obligations.

Section 6. Deductions, Exemptions, and Charitable Organizations.

- A. No deductions from gross income shall be made except income earned outside of the County on which a license tax is paid by the business to some other County or county and fully reported to the County, taxes collected for a governmental entity, or income which cannot be included for computation of the tax pursuant to state or federal law. Properly apportioned income from business in interstate commerce shall be included in the calculation of gross income and is not exempted. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof.
- B. No person shall be exempt from the requirements of the ordinance by reason of the lack of an established place of business within the County, unless exempted by state or federal law. The license official shall determine the appropriate classification for each business in accordance with the latest issue of NAICS. No person shall be exempt from this ordinance by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of liability for payment of any other tax or fee by reason of application of this ordinance.
- C. Wholesalers are exempt from business license taxes unless they maintain warehouses or distribution establishments within the County. A wholesale transaction involves a sale to an individual who will resell the goods and includes delivery of the goods to the reseller. It does not include a sale of goods to a user or consumer.
- D. A charitable organization shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A charitable organization, or any affiliate of a charitable organization, that reports income from for-profit activities or unrelated business income for federal income tax purposes to the Internal Revenue Service shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.
- E. A charitable organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a charitable organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a charitable purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market

value to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

Section 7. False Application Unlawful. It shall be unlawful for any person subject to the provisions of this ordinance to make a false application for a business license or to give or file, or direct the giving or filing of, any false information with respect to the license or tax required by this ordinance.

Section 8. Display and Transfer.

- A. All persons shall display the license issued to them on the original form provided by the license official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the County.
- B. A change of address must be reported to the license official within ten (10) days after removal of the business to a new location and the license will be valid at the new address upon written notification by the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

Section 9. Administration of Ordinance. The license official shall administer the provisions of this ordinance, collect business license taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the municipal attorney, assist in prosecution of violators, produce forms, undertake reasonable procedures relating to the administration of this ordinance, and perform such other duties as may be duly assigned.

Section 10. Inspection and Audits.

- A. For the purpose of enforcing the provisions of this ordinance, the license official or other authorized agent of the County is empowered to enter upon the premises of any person subject to this ordinance to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct business license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of business license tax shall constitute a separate offense.
- B. The license official shall have the authority to make inspections and conduct audits of businesses to ensure compliance with the ordinance. Financial information obtained by inspections and audits shall not be deemed public records, and the license official shall not release the amount of business license taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this ordinance, state or federal law, or proper judicial order. Statistics compiled by classifications are public records.

Section 11. Assessments, Payment under Protest, Appeal.

- A. Assessments, payments under protest, and appeals of assessment shall be allowed and conducted by the County pursuant to the provisions of S.C. Code § 6-1-410, as amended. In preparing an assessment, the license official may examine such records of the business or any other available records as may be appropriate and conduct such investigations and statistical surveys as the license official may deem appropriate to assess a business license tax and penalties as provided herein.
- B. The license official shall establish a uniform local procedure consistent with S.C. Code § 4-9-30 for hearing an application for adjustment of assessment and issuing a notice of final assessment; provided that for particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the County, by separate ordinance, may establish a different procedure and may delegate one or more rights, duties, and functions hereunder to the Municipal Association of South Carolina.

Section 12. Delinquent License Taxes, Partial Payment.

- A. For non-payment of all or any part of the correct business license tax, the license official shall impose and collect a late penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived. If any business license tax remains unpaid for sixty (60) days after its due date, the license official shall report it to the municipal attorney for appropriate legal action.
- B. Partial payment may be accepted by the license official to toll imposition of penalties on the portion paid; *provided*, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

Section 13. Notices. The license official may, but shall not be required to, mail written notices that business license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the County three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

Section 14. Denial of License. The license official may deny a license to an applicant when the license official determines:

- A. The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
- B. The activity for which a license is sought is unlawful or constitutes a public nuisance *per se* or *per accidens*;
- C. The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- D. The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the County or in another jurisdiction;

- E. The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the County of any tax or fee;
- F. A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
- G. The license for the business or for a similar business of the licensee in the County or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal as herein provided. Denial shall be written with reasons stated.

Section 15. Suspension or Revocation of License. When the license official determines:

- A. A license has been mistakenly or improperly issued or issued contrary to law;
- B. A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this ordinance;
- C. A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- D. A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- E. A licensee has engaged in an unlawful activity or nuisance related to the business; or
- F. A licensee is delinquent in the payment to the County of any tax or fee,

the license official may give written notice to the licensee or the person in control of the business within the County by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this ordinance.

Section 16. Appeals to Council or its Designee.

- A. Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code § 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by written request stating the reasons for appeal, filed with the license official within ten (10) days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.
- B. A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its

designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the County.

- C. Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.
- D. For business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the County may establish a different procedure by ordinance.

Section 17. Consent, franchise, or license required for use of streets.

- A. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the County any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees, and conditions for use.
- B. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 18. Confidentiality. Except in accordance with proper judicial order or as otherwise provided by law, no official or employee of the County may divulge or make known in any manner the amount of income or any financial particulars set forth or disclosed in any report or return required under this ordinance. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of this ordinance.

Section 19. Violations. Any person violating any provision of this ordinance shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this ordinance.

Section 20. Severability. A determination that any portion of this ordinance is invalid or unenforceable shall not affect the remaining portions. To the extent of any conflict between the provisions of this ordinance and the provisions of the South Carolina Business License Tax Standardization Act, as codified at S.C. Code §§ 6-1-400 *et seq.*, the standardization act shall control.

Section 21. Classification and Rates.

- A. The business license tax for each class of businesses subject to this ordinance shall be computed in accordance with the current business license rate schedule, designated as Appendix A to this ordinance, which may be amended from time to time by the Council.
- B. The current business license class schedule is attached hereto as Appendix B. Hereafter, no later than December 31 of each odd year, the County shall adopt, by ordinance, the latest standardized business license class schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the South Carolina Revenue and Fiscal Affairs Office. Upon adoption by the County, the revised business license class schedule shall then be appended to this ordinance as a replacement Appendix B.
- C. The classifications included in each rate class are listed with NAICS codes, by sector, sub-sector, group, or industry. The business license class schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a business license tax. The classification in the most recent version of the business license class schedule adopted by the Council that most specifically identifies the subject business shall be applied to the business. The license official shall have the authority to make the determination of the classification most specifically applicable to a subject business.
- D. A copy of the class schedule and rate schedule shall be filed in the office of the clerk.

APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

RATE CLASS	INCOME: \$0 - \$2,000	INCOME OVER \$2,000
	BASE RATE	RATE PER \$1,000 OR FRACTION THEREOF
1	\$ 35.00	\$ 0.37
2	\$ 40.00	\$ 0.47
3	\$ 45.00	\$ 0.57
4	\$ 50.00	\$ 0.67
5	\$ 55.00	\$ 0.77
6	\$ 60.00	\$ 0.87
7	\$ 65.00	\$ 0.97
8.1	\$ 40.00	\$ 0.47
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 + \$12.50 per machine	
8.52	\$12.50 + \$180.00 per machine	
8.6	\$ 45.00 plus \$5.00 -OR- \$12.50 per table	\$ 0.57

NON-RESIDENT RATES

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the County.

CLASS 8 RATES

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the County also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on municipal services or infrastructure.

Non-resident rates do not apply except where indicated.

8.1 NAICS 230000 – Contractors, Construction, All Types [Non-resident rates apply].

Resident rates, for contractors having a permanent place of business within the County:

Minimum on first \$2,000 \$ see rates PLUS

Each additional 1,000.....\$ see rates

Non-resident rates apply to contractors that do not have a permanent place of business within the County. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this ordinance.

No contractor shall be issued a business license until all state and municipal qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of sub-contractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

8.2 NAICS 482 – Railroad Companies (See S.C. Code § 12-23-210).

8.3 NAICS 517311, 517312 – Telephone Companies.

With respect to “retail telecommunications services” as defined in S. C. Code § 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the “Telecommunications Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

8.4 NAICS 5241 – Insurance Companies:

Independent agents, brokers, their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the “Insurers and Brokers Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

8.51 NAICS 713120 – Amusement Machines, coin operated (except gambling). Music machines, juke boxes, kiddie rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) [**Type I and Type II**].

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2746:

Per Machine	\$12.50 PLUS
Business license	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

8.52 NAICS 713290 – Amusement Machines, coin operated, non-payout. Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) [**Type III**].

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2720(B):

Per Machine	\$180.00 PLUS
Business license	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

8.6 NAICS 713990 – Billiard or Pool Rooms, all types. (A) Pursuant to SC Code § 12-21-2746, license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that; PLUS, (B) with respect to gross income from the entire business in addition to the tax authorized by state law for each table:

Minimum on first \$2,000 \$ see rates PLUS
Per \$1,000, or fraction, over \$2,000 \$ see rates

Business License Class Schedule by NAICS Code

Appendix B

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2.00
21	Mining	4.00
23	Construction	8.10
31-33	Manufacturing	2.00
42	Wholesale trade	1.00
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
44-45	Retail trade	1.00
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments (Peddlers)	9.41 & 9.42
48-49	Transportation and warehousing	2.00
482	Rail Transportation	8.20
51	Information	4.00
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
52	Finance and insurance	7.00
522298	Pawnshops	9.20
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40
53	Real estate and rental and leasing	7.00
54	Professional, scientific, and technical services	5.00
55	Management of companies	7.00
56	Administrative and support and waste management and remediation services	4.00
61	Educational services	4.00
62	Health care and social assistance	4.00
71	Arts, entertainment, and recreation	3.00
711190	Other Performing Arts Companies (Carnivals and Circuses)	9.60
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713290	Bingo Halls	9.50
713990	All Other Amusement and Recreational Industries (pool tables)	8.60
721	Accommodation	3.00
722	Food services and drinking places	1.00
722410	Drinking Places (Alcoholic Beverages)	9.70
81	Other services	5.00

Note: Class Schedule is based on 2017 IRS data.

This appendix will be updated every odd year based on the latest available IRS statistics. The Business License Class Schedule may be accessed at:

Item 8.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Accommodations Tax (State 2%) Board Recommendations to Tourism-Related Organizations in the Amount of \$800,000.</i>
MEETING NAME AND DATE:
<i>Finance Committee, November 15, 2021</i>
PRESENTER INFORMATION:
<i>Dick Farmer, Chairman, Accommodations Tax (State 2%) Board 20 minutes</i>
ITEM BACKGROUND:
<i>See attached.</i>
PROJECT / ITEM NARRATIVE:
<i>The Accommodations Tax (State 2%) Board Chairman will present the board's recommendations for the 2021-2022 State ATAX Grant Awards</i>
FISCAL IMPACT:
<i>Beaufort County CFO, Hayes Williams, determined an allocation of \$800,000 from State ATAX Funds Collections to be awarded to grant applicants as per the attached.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommendation is to approve.</i>
OPTIONS FOR COUNCIL MOTION:
<i>Approve the Motion for First Reading at the next County Council Meeting Modify recommendations made by the Accommodations Tax Board and approve edited motion for First Reading at the next County Council Meeting Deny the Motion</i>

	Organization	Event/Project	Amount Requested	Received Last Year	Amount Received	% of Ask	Name	Notes
1	Greater Beaufort-Port Royal CVB	Tourism Marketing FY 2021-2022	\$ 175,000	\$ 229,300	\$ 175,000	100.0%	Robb Wells	Fully Funded; Budget is for Marketing Only
2	Lean Ensemble Theater	Tourism marketing 2020-2021	\$ 6,000	\$ 1,500	\$ 850	14.2%	Blake White	Funds for Chamber Dues
4	Friends of the Spanish Moss Trail	Spanish Moss Trail Visitor Marketing Video Phase 2	\$ 3,950	\$ 2,000	\$ 3,950	100.0%	Sissy Perryman	Fully Funded; Budget is to Complete Video that was partially funded in 2020
5	Daufuskie Island Historical Foundation	Brochure printing	\$ 6,000	\$ -	\$ 4,000	66.7%	Nancy Ludtke	Funds for Brochure Printing
6	HHI Concourse d'Elegance	Motoring Festival	\$ 40,000	\$ -	\$ 24,755	61.9%	Lindsey Harrell	Funding for Social Media and Chamber Digital Ads
7	Arts Center of Coastal Carolina	Tourism Marketing of the Unincorporated Areas of Beaufort County	\$ 6,000	\$ 4,000	\$ 3,050	50.8%	Andrea Gannon	Funds for Print Ads in Experience Charleston, The Post and Courier and Footlight Payers in Charleston
8	Friends of Port Royal Cypress Wetlands	Rack cards/Guided tours/Birthday for the birds	\$ 5,600	\$ -	\$ 2,400	42.9%	Bernadette Clayton	Funds for Marketing the Guided Naturalist Tours
9	HHI Land Trust	Fort Howell Historical Tourism marketing	\$ 20,000	\$ -	\$ 3,600	18.0%	Linda Hyslop	Funds for Hiring PR Firm to assist with Marketing
10	Beaufort Area Sports Council	Beaufort area sports marketing and sales	\$ 40,000	\$ -	\$ 40,000	100.0%	Christian Kata	Fully Funded; Budget is for Marketing Only
11	HHI Symphony Orchestra	HHSO Marketing	\$ 20,000	\$ -	\$ 5,250	26.3%	Alan Jordan	Funds for Airport Kiosk, Radio Advertising and Social Media
12	Hilton Head Hospitality Association	Hilton Head Wine and Food Festival	\$ 10,000	\$ 10,000	\$ 10,000	100.0%	Jeff Gerber	Fully Funded; Budget is for Marketing Only
13	Beaufort Festivals & Events Advertising	Gullah Fest/Shrimp Fest/Taste of Beaufort	\$ 48,500	\$ -	\$ 48,500	100.0%	Thomas Hicks	Fully Funded due to Large Number of Room Nights Produced by Events
14	HHI Sea Turtle Patrol	Sea Turtle GREEN carpet event	\$ 7,800	\$ -	\$ -	0.0%	Heather Malia Rath	Not Funded; No Tourism Production Impact
15	Beaufort County Black Chamber of Commerce	Cultural Tourism Marketing/Events	\$ 155,000	\$ 32,000	\$ 32,000	20.6%	Larry Holman	Allocated what County Council Awarded during Last Cycle
16	Beaufort Film Society	Beaufort International Film Festival (16th)	\$ 30,000	\$ 20,000	\$ 30,000	100.0%	Ron Tucker	Fully Funded due to Large Number of Room Nights Produced by Event
17	Hilton Head Choral Society	Marketing for Tourist/Visitor Development	\$ 4,000	\$ -	\$ -	0.0%	Margie Lechowicz	Not Funded; All Marketing/Advertising Proposed is Local
18	Beaufort County Parks and Rec	Burton Wells Pickleball complex	\$ 617,400	\$ -	\$ 140,000	22.7%	Shannon Loper	Partially Funded to Assist with Development of Pickleball
19	SC Lowcountry & Resort Islands	Promotion of Beaufort Country & the Lowcountry	\$ 49,400	\$ 40,000	\$ 49,400	100.0%	Peach Morrison	Fully Funded; Budget is for Marketing Only
20	Port Royal Sound Foundation	Family field trip marketing campaign/Fleet of kayaks	\$ 52,380	\$ 50,250	\$ 52,380	100.0%	Kat Armstrong	Fully Funded due to Large Number of Room Nights Produced by Programs
21	Historic Bluffton Foundation	Heyward House summer kitchen roof	\$ 31,044	\$ 17,000	\$ 31,044	100.0%	Kelly Graham	Fully Funded to Replace Roof on Welcome Center
22	NIBCAA	HHI Gullah Celebration	\$ 41,800	\$ 20,000	\$ 37,326	89.3%	Courtney Young	Funding for TV Advertising, Billboards and Social Media
23	Historic Mitchelville Freedom Park	Holiday Tree Lighting, Freedom Day, Marketing and Site Prep / Design for Juneteenth Celebration	\$ 35,000	\$ 20,000	\$ 35,000	100.0%	Ahmed Ward	Fully Funded; Budget is for Marketing Only
24	HHI Airport	HHI Inbound Awareness Campaign	\$ 60,000	\$ -	\$ -	0.0%	Jon Rembold	Not Funded due to No Tourism Impact
25	Gullah Traveling Theater	A Gullah Kinfolk Christmas Wish	\$ 30,990	\$ -	\$ 19,795	63.9%	Anita Singleton-Prather	Funding for Facility Rental, Equipment Rental for Video and Video Production
26	Penn Center	Heritage Festival; Operations & Marketing	\$ 60,000	\$ 24,800	\$ 19,500	32.5%	Annette Sumpter	Funding for Video Production, Equipment Rental for Video and Print Ads
28	Lowcountry Golf Course Owners Association	Golf Tourism Broadcast Golf Channel TV Campaign	\$ 20,000	\$ 7,500	\$ 10,000	50.0%	Barry Fleming	Funding for Golf Channel Ads
3	Coastal Discovery Museum	Cultural & EcoTourism Program	\$ 34,500	\$ 15,000	\$ 22,200	64.3%	Natalie Hefter / Rex Garniewicz	Funding for Web Site, Exhibits and Special Event Marketing
Total Applications: 27			\$ 1,610,364	\$ 379,000	\$ 800,000	49.7%		
AMOUNT AVAILABLE:			\$ 800,000					
Amount Remaining:			\$ -					

ORDINANCE 2022/ ____

AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO

WHEREAS, County Council is authorized to utilize State 2% Accommodations Tax ("A-Tax') Funds to promote tourism and enlarge the economic benefits of tourism through advertising, promotion, construction and maintenance of access and access to nearby roads for civic, cultural recreational or historic facilities; and

WHEREAS, S.C. Code Ann. §6-4-10(4)(b) expressly authorizes a county which has a high concentration of tourism activity to use state accommodations tax funds "to provide additional county and municipal services including, but not limited to, law enforcement [and] traffic control" as may be necessary for tourism related activities; and

WHEREAS, Beaufort County ("County") initiated a formal grant application process, and accepted applications from local entities to receive grant funds from the state A-Tax; and

WHEREAS, applications were received, reviewed and scored by the state accommodations tax advisory board, which has made award recommendations to County Council for approval and appropriation of funds; 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 state A-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:
An Ordinance to amend Article IX. Government Owned Property and Facilities, Division 2. Restricted Access
MEETING NAME AND DATE:
Public Facilities, January 18, 2022
PRESENTER INFORMATION:
Thomas J. Keaveny, II, Deputy County Attorney <i>15 minutes</i>
ITEM BACKGROUND:
We currently have someone living on the Administration Building grounds which is unsightly, a public health issue, and a safety issue. This amendment will prohibit sleeping, camping, etc. on county owned property and facilities. It mirrors an existing state statute which prohibits the same on the state house grounds. Adoption of the amendment will allow the Sheriff to arrest and prosecute anyone who violates the provisions of the amendment. The Sheriff's Office has agreed to enforce the amended ordinance.
PROJECT / ITEM NARRATIVE:
Sec. 2-675. Camping prohibited. Notwithstanding any other provision of law, a person or group of persons may not use any county government-owned property or facility grounds for: (a) camping, or other living accommodations purposes; (b) sleeping, or making preparations to sleep; (c) storing personal belongings that support camping or other outdoor living accommodations purposes; (d) building a campfire; (e) erecting tents or other structures used for camping or outdoor living accommodations; (f) digging or breaking ground without proper written authorization; or (g) cooking, or cooking activities that support camping or other outdoor living accommodations purposes. This prohibition applies regardless of the participant's intent or the nature of other activities in which the participant may be engaged.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve first reading of the amendment to prohibit camping on County-owned properties.

ARTICLE IX. GOVERNMENT-OWNED PROPERTY AND FACILITIES¹

DIVISION 1. GENERALLY

Secs. 2-646—2-670. Reserved.

DIVISION 2. RESTRICTED ACCESS

Sec. 2-671. Purpose.

This division has, as its purpose, to protect county government property and facilities from unauthorized or improper access, as defined in this division, and to make special provisions for restricting access to the county detention centers' grounds and facilities.

(Code 1982, § 10.5-61)

Sec. 2-672. Scope.

This division shall apply to every county government-owned land, structure, and facility within the physical boundaries of the county.

(Code 1982, § 10.5-62)

Sec. 2-673. Definitions.

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

County detention centers includes any facility of whatever nature that is employed by the county for the purpose of detaining persons under arrest of any police agency, or serving a sentence of any court, having jurisdiction in the county.

County government-owned property and facilities includes every land, whether improved by manmade structures or not, and all vegetation on such land of whatever nature, and every manmade structure on such land of whatever nature, to which the county council owns lawful title.

(Code 1982, § 10.5-63)

Cross reference(s)—Definitions generally, § 1-2.

¹Cross reference(s)—County airports, § 6-56 et seq.; library, ch. 50.

Sec. 2-674. Unauthorized or improper access.

- (a) It shall be unlawful for anyone to enter any county government-owned property or facility except via an unlocked public entrance during the days and times such are open to the public. Regularly scheduled open days and times shall be published at regular intervals in local newspapers of the widest circulation available and shall be posted at the main public entryway to each such property or facility. Any variation to such routine access days and times shall be similarly posted and shall be made public as soon as known, utilizing the broadest circulation available. It shall be unlawful for anyone to enter such property or facility at any other days or times or via any other means of entry without authorization.
- (b) Except as otherwise provided for public access during authorized days and times or as otherwise authorized, it shall be unlawful for anyone to enter onto any county government-owned land that is fenced, and/or that is posted by signs reading "no trespassing," "restricted access" or other such signs intended to restrict or limit access or by verbal warning of a county employee or police official that entry into such lands is trespassing. Such signs shall be posted in at least four conspicuous places on the borders of such lands, and a proof of posting such signs shall be deemed and taken as notice conclusive against any person making illegal entry under this division.
- (c) Except for public parking lots and walkways and for entrances provided for public access to county detention facilities on the days and times such facilities might be open to such public access, it shall be unlawful for anyone to enter the grounds of any such detention facility or beyond signs displayed around the facility for the purpose of establishing such limited access or for anyone to attempt to touch such facility by any means or to attempt to throw any object against or into such facility or to otherwise approach, enter, or disturb such facility or any part or feature thereof. It shall also be unlawful for any person to loiter on any highway, roadway, sidewalk, or grounds adjacent to the detention center. Except as specifically provided for visitation purposes by the detention facility administrator, it shall also be unlawful for anyone to attempt to communicate in any way with the occupants of such detention facilities or to give to or take from any occupant of such facilities any physical object of whatever nature.

(Code 1982, § 10.5-64)

Sec. 2-675. Camping prohibited. Notwithstanding any other provision of law, a person or group of persons may not use any county government-owned property or facility grounds for:

- (a) camping, or other living accommodations purposes;
- (b) sleeping, or making preparations to sleep;
- (c) storing personal belongings that support camping or other outdoor living accommodations purposes;
- (d) building a campfire;
- (e) erecting tents or other structures used for camping or outdoor living accommodations;
- (f) digging or breaking ground without proper written authorization; or
- (g) cooking, or cooking activities that support camping or other outdoor living accommodations purposes.

This prohibition applies regardless of the participant's intent or the nature of other activities in which the participant may be engaged.

(Code 2022, Ord. 2022/___)

Sec. 2-676. Penalties.

Violation of this division shall be a misdemeanor and shall be punishable by fine of no more than \$200.00 or imprisonment for no more than 30 days, except that violation of subsection 2-674(c) or damage to persons or property during violations as defined under this division or violation of other applicable statutes and ordinances may result in additional charges to include felony arrest.

(Code 1982, § 10.5-65)

ORDINANCE 2022/ _____

**AN ORDINANCE AMENDING BEAUFORT COUNTY CODE OF ORDINANCES,
PART 1 GENERAL ORDINANCES, CHAPTER 2 ADMINISTRATION, ARTICLE IX
GOVERNMENT OWNED PROPERTY AND FACILITIES.**

WHEREAS, Beaufort County owns several real properties and facilities throughout the County but it does not have in place an ordinance which prohibits persons or groups of persons from camping, sleeping, storing personal belongings which support camping or other outdoor living on those properties, prohibits building campfires, erecting tents or other structures which support camping or outdoor living accommodations, digging or breaking ground without proper written authorization or cooking or engaging in cooking activities; and

WHEREAS, Beaufort County Council believes it is in the best interest of the County and its citizens, their health safety and welfare, for the County to have in place an ordinance which prohibits such activities.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL THAT Beaufort County Code of Ordinances, Part 1 General Ordinances, Chapter 2 Administration, Article IX Government Owned Property and Facilities is hereby amended (deleted text is stricken through; added text is underlined).

Adopted this _____ day of _____, 2022__.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

First Reading:
Second Reading:
Third reading:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

ITEM TITLE:
AN ORDINANCE APPROVING THE CONVEYANCE OF PORTIONS OF THE RIGHT OF WAY KNOWN AS BOSTICK ROAD AND AUTHORIZES THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS
MEETING NAME AND DATE:
County Council; January 24, 2022
PRESENTER INFORMATION:
Brittany Ward, Legal Department <i>10 Minutes</i>
ITEM BACKGROUND:
Presented to County Council January 10, 2022
PROJECT / ITEM NARRATIVE:
County Council authorized the County Administrator to enter into a settlement agreement regarding pending litigation. Pursuant to the settlement agreement, certain portions of the right of way known as Bostick Road will be conveyed to the adjacent property owners.
FISCAL IMPACT:
No funding required
STAFF RECOMMENDATIONS TO COUNCIL:
Approval of conveyance of right of way
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny conveyance of right of way

AN ORDINANCE APPROVING THE CONVEYANCE OF PORTIONS OF THE RIGHT OF WAY KNOWN AS BOSTICK ROAD AND AUTHORIZES THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS

WHEREAS, Beaufort County (“County”) received a donation of real property from Paul and Marjorie Trask, said real property being a sixty (60) foot right of way and a portion of Bostick Road located in Beaufort County, which was adopted into the County’s road system in 2005; collectively hereinafter referred to as the “Property”; and

WHEREAS, the property lines for the Property were disputed by way of litigation in Case No. 2017-CP-07-00327; and

WHEREAS, the County determined that the use of the Property as a right of way is no longer desired, and has entered into a settlement agreement regarding the aforementioned litigation; and

WHEREAS, the County desires to convey the Property by way of a quit claim deed to the adjacent property owners as shown in the plat attached hereto and incorporated herein by reference in Exhibit A; and

WHEREAS, the County shall retain an access easement over the Property for purposes of accessing the adjacent stormwater drainage system as shown in Exhibit A; and

WHEREAS, Beaufort County Council has determined that it is in the best interest of the citizens of Beaufort County to convey the Property.

NOW, THEREFORE BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby approve the conveyance of portions of the right of way known as Bostick Road and further described in Exhibit A, and authorizes the County Administrator to execute the necessary documents.

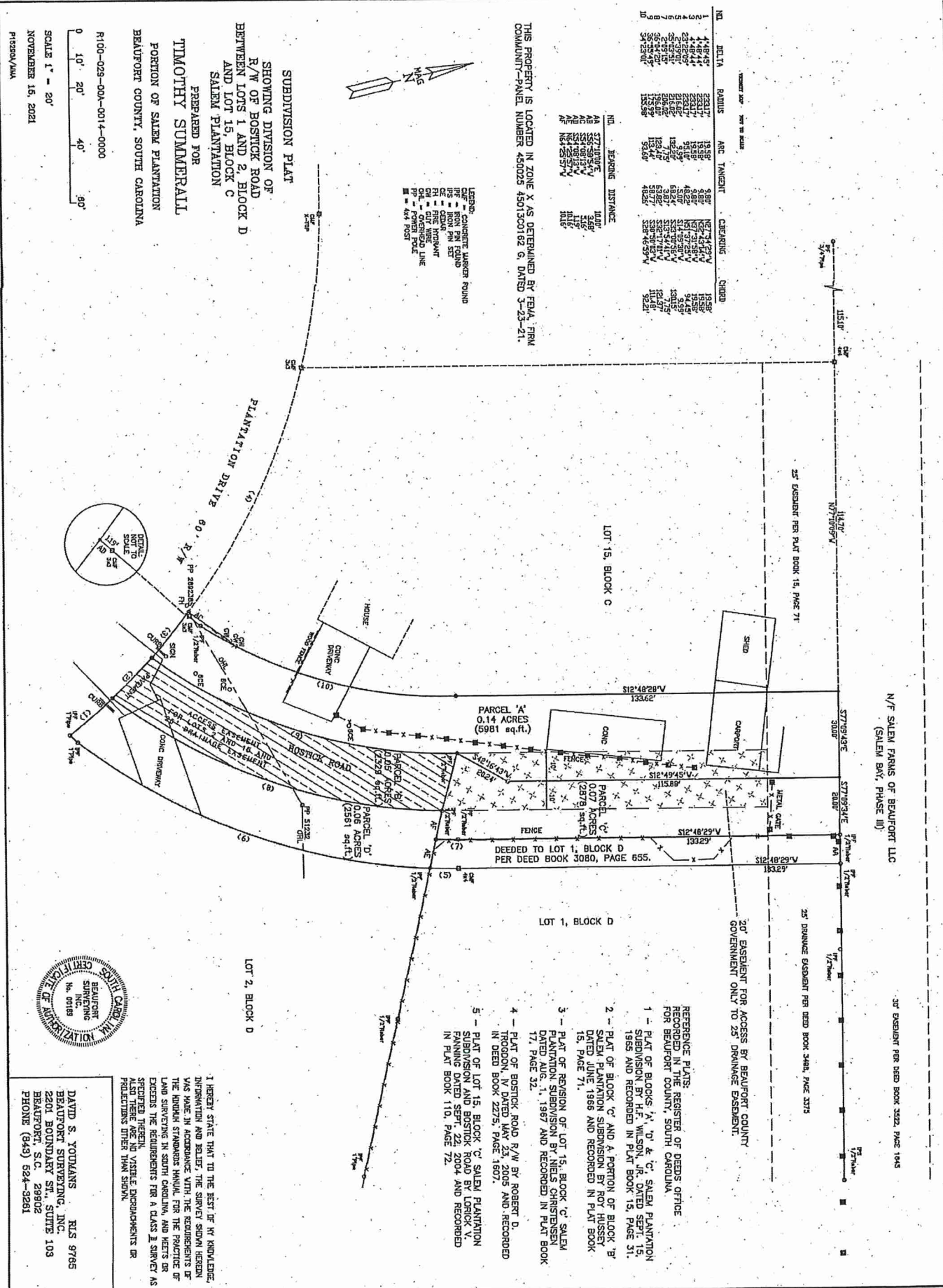
Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



THIS PROPERTY IS LOCATED IN ZONE X, AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450225 450130762 G, DATED 3-23-21.

NO.	DELTA	RADIUS	ARC TANGENT	CHORDING	CHORD
1	4.4845°	22317'	13.95'	8.80'	15.35'
2	4.4845°	22317'	13.95'	8.80'	15.35'
3	4.4845°	22317'	13.95'	8.80'	15.35'
4	4.4845°	22317'	13.95'	8.80'	15.35'
5	4.4845°	22317'	13.95'	8.80'	15.35'
6	4.4845°	22317'	13.95'	8.80'	15.35'
7	4.4845°	22317'	13.95'	8.80'	15.35'
8	4.4845°	22317'	13.95'	8.80'	15.35'
9	4.4845°	22317'	13.95'	8.80'	15.35'
10	4.4845°	22317'	13.95'	8.80'	15.35'
11	4.4845°	22317'	13.95'	8.80'	15.35'
12	4.4845°	22317'	13.95'	8.80'	15.35'
13	4.4845°	22317'	13.95'	8.80'	15.35'
14	4.4845°	22317'	13.95'	8.80'	15.35'
15	4.4845°	22317'	13.95'	8.80'	15.35'
16	4.4845°	22317'	13.95'	8.80'	15.35'
17	4.4845°	22317'	13.95'	8.80'	15.35'
18	4.4845°	22317'	13.95'	8.80'	15.35'
19	4.4845°	22317'	13.95'	8.80'	15.35'
20	4.4845°	22317'	13.95'	8.80'	15.35'

- LEGEND
- CONC. CONCRETE MARKER FOUND
 - CP - CONCRETE PIN
 - RF - IRON PIN FOUND
 - RP - IRON PIN SET
 - CS - CEMENT SET
 - RI - IRON ROD
 - RM - IRON ROD
 - CR - CONCRETE ROD
 - PP - POWER POLE
 - 4x4 - 4x4 POST

SUBDIVISION PLAT
 SHOWING DIVISION OF
 R/W OF BOSTWICK ROAD
 BETWEEN LOTS 1 AND 2, BLOCK D
 AND LOT 15, BLOCK C
 SALEM PLANTATION
 PREPARED FOR
 TIMOTHY SUMMERALL
 PORTION OF SALEM PLANTATION
 BEAUFORT COUNTY, SOUTH CAROLINA

R100-029-004-0014-0000
 SCALE 1" = 20'
 NOVEMBER 16, 2021
 P12320/JMA



DAVID S. YODANIS, RLS 9765
 BEAUFORT SURVEYING, INC.
 2201 BOUNDARY ST., SUITE 103
 BEAUFORT, S.C. 29502
 PHONE (843) 524-3281

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SURVEYING ACT, AND THAT THE EXCESS THE REQUIREMENTS FOR A CLASS II SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

- REFERENCE PLATS REGISTERED OF DEEDS OFFICE FOR BEAUFORT COUNTY, SOUTH CAROLINA
- 1 - PLAT OF BLOCKS 'A', 'D' & 'C', SALEM PLANTATION SUBDIVISION BY H.F. WILSON, JR. DATED SEPT. 15, 1965 AND RECORDED IN PLAT BOOK 15, PAGE 31.
 - 2 - PLAT OF BLOCK 'C' AND A PORTION OF BLOCK 'B' SALEM PLANTATION SUBDIVISION BY ROY HUSSEY DATED JUNE 1966 AND RECORDED IN PLAT BOOK 15, PAGE 71.
 - 3 - PLAT OF REVISION OF LOT 15, BLOCK 'C', SALEM PLANTATION SUBDIVISION BY SHELDON RICHMOND DATED MAY 23, 1997 AND RECORDED IN PLAT BOOK 17, PAGE 32.
 - 4 - PLAT OF BOSTWICK ROAD R/W BY ROBERT D. TROSDON, IV. DATED MAY 23, 2005 AND RECORDED IN DEED BOOK 2275, PAGE 1807.
 - 5 - PLAT OF LOT 15, BLOCK 'C', SALEM PLANTATION SUBDIVISION AND BOSTWICK ROAD BY LORICK V. FANNING DATED SEPT. 22, 2004 AND RECORDED IN PLAT BOOK 110, PAGE 72.

N/F SALEM FARMS OF BEAUFORT LLC (SALEM BAY, PHASE III)

30' EASEMENT PER DEED BOOK 3522, PAGE 1045

30' EASEMENT FOR ACCESS BY BEAUFORT COUNTY GOVERNMENT ONLY TO 25' DRAINAGE EASEMENT.

25' DRAINAGE EASEMENT PER DEED BOOK 348, PAGE 3375

25' EASEMENT PER PLAT BOOK 15, PAGE 71



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation to Award IFB #112221E Boundary Street Tennis Court Renovations
MEETING NAME AND DATE:
Public Facilities Committee – January 18, 2022
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator – Engineering (5 mins)
ITEM BACKGROUND:
On October 20, 2021, Beaufort County published an Invitation for Bid (IFB) for the renovation of the tennis courts located at the corner of Boundary Street and Bladen Street. The renovation will include demolition of the existing courts and fence enclosures, sitework to correct the drainage issues and install rain gardens, and the construction of seven new courts/fencing/net hardware/etc, sidewalks and improvements to include ADA-access to all courts.
PROJECT / ITEM NARRATIVE:
Two bids were received on November 22, 2021: Hammer Construction at \$768,900, and McGrath Industries DBA Talbot Tennis at \$683,800. Including a 10% contingency to the latter bid results in a budget of \$752,180 (preliminary engineer estimate for the Work was \$750,000).
FISCAL IMPACT:
Funding will come from a combination of Hospitality Tax (Acct 20020021-54151 with a balance of \$373,979), the sale of Bob Jones Field (Acct 20040000-31510 with a balance of \$387,160.45), and the PARD Grant (\$125,760.24) to be paid at the completion of the project.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of contract award to McGrath Industries DBA Talbot Tennis for IFB#112221E in the amount of \$752,180.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny award of Contract to McGrath Industries DBA Talbot Tennis for IFB#112221E. <i>Next Step: Move forward to County Council for award of contract to McGrath Industries DBA Talbot Tennis.</i>

IFB #112221E

MIRAGE INDUSTRIES

BREAKDOWN OF BIDS FOR PRIMARY SCOPE OF WORK AND ALTERNATES

BEAUFORT TENNIS COURT RENOVATION

NOTE: An Itemized Schedule of Values along with a Time Schedule of Performance will be required to be supplied to the ENGINEER by the CONTRACTOR within 15 days after Notice to Proceed.

The "PRIMARY SCOPE OF WORK" (SOW) amount includes construction of six (6) new marked tennis courts in three enclosures to include fencing, sidewalks (ADA compliant), nets/hardware/posts, and player benches along with the drainage and rain gardens IAW the drawings and specifications laid out in the included Plans. The six courts to be constructed are, from Sheet 2, Courts 2, 3, 4, 5, 6, and 7. The 5% Bid Bond should be based upon this amount. (Court 1, the single enclosure court, will be considered separately in Alternate 2 and is not included here.)

PRIMARY SCOPE OF WORK BID.....\$ 540,000
(Use the following line to write out the same amount using words instead of numerals: Five hundred forty thousand Dollars)

DO NOT INCLUDE THE FOLLOWING ALTERNATES IN THE TOTAL ABOVE. The following are alternates which may or may not be selected as part of the contract to be awarded.

ALTERNATE 1: DEMOLITION.....\$ 54,800
(Use the following line to write out the same amount using words instead of numerals: Fifty four thousand eight hundred Dollars)

ALTERNATE 2: If selected, Court #1 (the single enclosed court) would be added to the Work, increasing the total number of courts to be constructed from six (6) to seven (7). Adding Court 1 would also add any associated components (asphalt, fencing, benches, net hardware, etc.). The bid amount shown below reflects the cost to add Court 1 to the contract.

ALTERNATE 2: ADDING AN ADDITIONAL COURT.....\$ 89,000
(Use the following line to write out the same amount using words instead of numerals: Eighty nine thousand Dollars)

- 6. In accordance with Paragraph 5.1 of the Agreement, progress payments will be made less retainage in an amount equal to ten percent (10%). If the Contractor is 50% complete with the project
- 5. BIDDER acknowledges that, in accordance with the Agreement, Liquidated Damages are set at \$400 per calendar day.

Michelle M...

Bidder acknowledges receipt of the following addenda:

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision. Contractor shall complete all work not later than 120 calendar days following the date of the Notice to Proceed or IAW any Special Provision by the Owner.

Start and Completion of Work

4. BIDDER agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

3. BIDDER having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the process stated below, proposed to enter into a contract with the County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

- 2. BIDDER understands and accepts the terms and conditions of the Invitation to Bid, Instructions to Bidders, and all other Contract Documents.
- 1. BIDDER has examined all Contract Documents including Addenda.

THIS BID SUBMITTED TO: Beaufort County Capital Projects Department
TITLE OF WORK: Beaufort Tennis Court Renovation
LOCATION OF WORK: Corner of Boundary and Bladen Streets, Beaufort SC 29902

BID FORM

IFB #112221E

and on schedule, the retainage may be reduced to five percent (5%).

7. The Work shall be completed in accordance with the Schedule of Prices set forth by BIDDERS in Bid Form - Schedule of Prices which is attached hereto and made a part hereof.

8. BIDDER will, if this Bid is accepted by Owner, enter into the Agreement included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents.

9. BIDDER has completed the following additional documents, which are attached hereto and made a part hereof:

- (a) NON-COLLUSION AFFIDAVIT
- (b) CONSENT OF SURETY
- (c) BID BOND
- (d) CERTIFICATION BY CONTRACTOR

10. BIDDER has included with this Bid Form a Bid security in an amount and under the terms and conditions indicated in the Instructions to Bidders.

11. BIDDER is organized under the laws of the State of Georgia as Limited Liability Corp.

a. Name (of business): McGrath Industries DBA Target Tennis

Address: 3162 Johnson Ferry Rd Ste 210 #644 Marietta, GA 30062

Telephone: 770 552-5200 FAX: -

South Carolina Bidder's License No.: B115204

Licensing Authority: South Carolina

12. Communications concerning this Bid should be addressed to the BIDDER's company, to the attention of:

Name: Mike McGrath

Address: 3162 Johnson Ferry Rd Ste 210 #644 Marietta, GA 30062

Email: MIKE @ TALBOTTENNIS . COM

Telephone: 770-552-5200 Email:

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.

(Initial)

Name Printed

MIVE Mcbrath

Signature

Title: *Managing Member*

Date: *11-18-21*

SIGNED BY:

MIVE Mcbrath

Signature

IFB #112221E

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

M'Grath Industries

Contractor

[Handwritten Signature]

(Signature)

MIKE M'Grath Managing Number

Name and Title of Signer

11-18-21

Date

Kimberly W Miller
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires 05/11/2025

My commission expires: 5-11-25

Title _____

(SEAL) Kimberly W Miller

18 day of Nov 20 21

Subscribed and Sworn to before me this

Title Managing member

Name Mike McBrath

representative, owners, employees, or parties in interest, including this affiant. any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, (4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by person interested in the proposed Contract; and,

collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County or any overhead, profit or cost element of the bid price or the Bid of any other Bidder, or to fix any Bidder, firm or person to fix the price or prices in the attached Bid or of another Bidder, or to fix any connection with such Contract, or has in any collusion or communication or conference with any other connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or (3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,

(2) Such Bid is genuine and is not a collusive or sham Bid;

(1) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

He is Managing member (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

says that:

Mike McBrath being first duly sworn, deposes and

State of GA
County of Cobb
) ss.)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

IFB #112221E

IFB #112221E

BID BOND

(Five Percent [5%] of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

McGrath Industries, LLC d/b/a Talbot Tennis

National American Insurance Company

as Surety, are hereby held and firmly bound unto Beaufort County, South Carolina as County in the penal sum of Five Percent of Amount Bid

Dollars

(\$ 5% of Amount Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns, Signed this 22nd day of November, 2021

The condition of the above obligation is such that whereas the Principal has submitted to Beaufort County, South Carolina a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of: Beaufort Tennis Ct. Renovation, IFB #112221E

Beaufort, SC

NOW, THEREFORE,

a) If said bid shall be rejected or in the alternate.

Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor and furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

McGrath Industries, LLC d/b/a Talbot Tennis (SEAL)

Principal

By: [Signature]

Seal of National American Insurance Company, Oklahoma, Incorporated. Text: National American Insurance Company, Oklahoma, Incorporated. Seal.

Surety: National American Insurance Company, Oklahoma, Incorporated. By: [Signature] South Carolina Representative, D. Geronimo, Attorney-at-Law



I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force. Signed and Sealed at the City of Chandler, Oklahoma, this 22nd day of November, 2021.

STATE OF OKLAHOMA
COUNTY OF LINCOLN

SS: _____

Notary Public
My Commission Expires April 9, 2022
Commission #02006203

[Handwritten Signature]



On this 28th day of September, A.D. 2017, before me personally came W. Brent Lagere, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF OKLAHOMA
COUNTY OF LINCOLN

SS: _____

W. Brent Lagere, Chairman & Chief Executive Officer

[Handwritten Signature]



IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereunto affixed.
To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.
It is the true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

A.M. Digeronimo, Colin Y. Tunny

National American Insurance Company does hereby make, constitute and appoint

Know all men by these presents: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 6th day of July, 1987, to wit: "Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time to the Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.
Be it further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0060595

CONTRACTOR'S QUALIFICATION STATEMENT

CERTIFICATION: The following is a statement of fact.

Signature: *Mike McBrath*
Typed Name and Title: Mike McBrath, Managing Member
Date: 11-18-21

A. GENERAL

A.1 Submit to:

A.2 Name of Project (if applicable): [Project Title] Tennis Court Renovations

A.3 Contractor: [Project Location] Beaufort SC

A.4 Name: McBrath Industries

Mailing Address: 3162 Johnson Ferry Rd Ste 210 #644 Marietta GA 30067

Street Address: 30067

Telephone Number (including area code): 770-552-5200

Facsimile Number (including area code):

Contact Person: Mike McBrath

Contact Person's Telephone Number: 404-787-0314

South Carolina Contractor's License Number: 6115204

B. BUSINESS ORGANIZATION

B.1 Check type of business organization:

Corporation Individual Partnership Other

(Name of Partners) MILE McBRATH, MICHAEL ROBINSON

Joint Venture Other

B.2 If a corporation:

State of Incorporation: GEORGIA

If not incorporated in South Carolina, State Corporation Commission Registration Number:

Date of Incorporation: 6/15/2009

Federal I.D. Number:

14-1870846

Officers:

Name, address, and phone number of sole-proprietor:

B.4 If individually owned:

N/A

Years as GP

Name Address & Phone No.

List of General Partners:

Type of partnership:

Date of Organization:

N/A

B.3 If a partnership:

Subchapter S Shareholders:

Name

Address

Phone No.

Are you a Subchapter S Corporation:

Yes

No

X

Treasurer:

Secretary:

Vice President(s):

Michael Robinson

President:

MIKE MCGRAW

Name	Address	Phone No.	Position	Yrs in

C.3 Number of years this bonding company has acted as surety for you: 19
 Best's Key Rating of bonding company: A - by AM Best
 Contact Person: _____
 Telephone Number (including area code): 800-822-7802
 Address: 1010 Mauer Ave Chandler, OK 74834
 Name: _____

C.2 Bonding Company: National American Bonding Co
 Contact Person: Michael Dicerimo
 Telephone Number (including area code): 910-394-9444
 Address: 3091 Holcomb Bridge Rd Ste # 2 Norcross GA 30071
 Name: National Surety

C.1 Bonding Agent: Michael Dicerimo

C. BONDING

Contractor's license number in each state in which a business was operated: N/A

Number of years in business under each name: N/A

N/A

All other business names and addresses of principal placed of business for each business.

If yes,

B.5 Years in business: 19
 Have you ever operated under another name? Yes _____ No X

a) In the last in the last five years, received any fines or citations for building code violations which were unrelated to design? Y N

Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:

C.8 If you answer yes to the following, provide the name, address, telephone number, contact person, and circumstances relating to the question on a separate attachment.

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

Yes _____ No X

C.7 Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

Yes _____ No X

C.6 Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?

Form of Security: OLA
Bank or Savings & Loan: _____
Contact: _____
Address & Phone No.: _____

If so, indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)

C.5 Do you intend to use any alternative form of security? NO

Total bonding limit: \$ 3,000,000. -

C.4 Bonding Capacity: Maximum single job size: \$ 1,500,000. -

If yes, state date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.

Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body? Y N X

D.1

D. SAFETY

Are you operating under Chapter 11 status now? Y N X

If you filed under Chapter 11 Reorganization, how long did you operate under this status? N/A

If the answer to j) was yes, under what chapter of bankruptcy did you file? N/A

- b) Ever been found to be guilty of charges relating to conflicts of interest: Y N X
- c) Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery? Y N X
- d) In the last five years, been found guilty of any minority contracting law violations? Y N X
- e) In the last five years, pleaded no contest in any criminal proceeding related to contracting? Y N X
- f) Ever been disbarred from doing Federal, state, or local government work for any reason? Y N X
- g) Ever been terminated on a contract due to your default? Y N X
- h) In the last five years, paid liquidated damages for being late on a project? Y N X
- i) In the last five years, been subject to tax collection proceedings? Y N X
- j) In the last seven years, filed for bankruptcy? Y N X

Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.

Architects/Engineers: _____

Major Subcontractors: _____

Financial Institutions: _____

See Attached

E.1

References

List your worker's compensation experience modifier for the last three years.

0.90, 0.90, 0.89

D.2

McGrath Industries

References

General Contractors:

JCI Contractors, Adam Hurst, ahurst@jcicontractors.com, 1200 N Hutchinson Ave, Adel, GA 31620

229-985-4444

Parrish Construction, Geoffrey Ammann, 478-987-5544, 221 Industrial Park Dr, Perry, GA 31069

Engineers / Architects

Altman Barrett Architects, 900 Circle 75 Pkwy, Atlanta, GA 30339, 229-585-9018

James W Buckley & Assoc, 700 E 2nd Ave A, Rome, GA 30161, 706-234-1884

Financial

Ameris Bank, Shellie Spagnoletto, 3490 Piedmont Road NE, Ste 700, Atlanta, GA 30305,

404-240-1528, shellie.spagnoletto@amerisbank.com

National Surety, Michael DiGeronimo, 770-394-9444, 3091 Holcomb Bridge Rd, Suite H-2, Norcross, GA 30071, Michael@nationalsurety.com

Certification regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion:

Company Name: Merath Industries

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

Signature [Handwritten Signature]

Kimberly W Miller
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires 05/11/2025

State of Georgia
County of Cobb
Subscribed and sworn to before me this 18 day of November, 20 21
Notary Public Kimberly W Miller
My Commission Expires 5-11-25

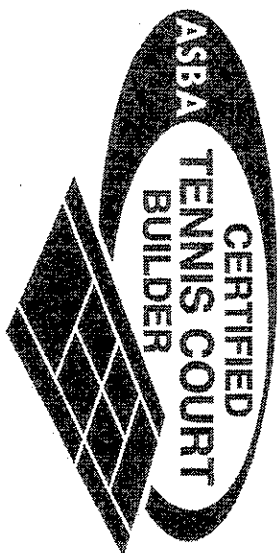
Date 11-18-21
Title Managing Member
Signature [Signature]
Owner or Authorized Representative Name
Name of Company McGrath Industries

By signing this affidavit, I further certify that my company has the capability to perform and will perform all elements of the work on the project referenced above with my company's employees.
I further agree to provide additional information or documentation requested by Beaufort County in support of the above statement.
If a need to subcontract work on this project arises, I will notify the Beaufort County Purchasing Department in writing via email to dthomas@bcgov.net within two (2) business days after submission of the bid.

I hereby certify my company's intent to self-perform 100% of the work required for the referenced project:
Project Name: Beaufort Tennis Court Renovations
Project Number: 112221E

If self-performing 100% of the entire project with your own workforce/staff on your payroll, complete and return this form with your bid package. If self-performing all work, you do not need to solicit SMBS.

Self-Performance Affidavit



AMERICAN SPORTS BUILDERS ASSOCIATION

Through Its Certification Board

Has Conferred Upon

Michael McGrath

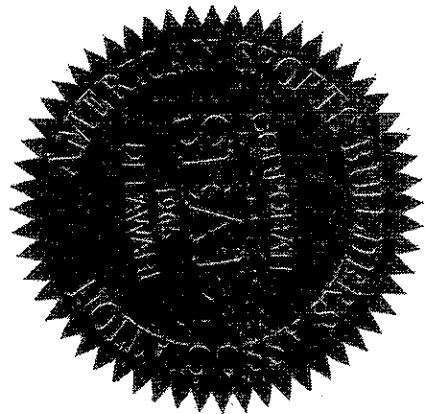
The Designation

CERTIFIED TENNIS COURT BUILDER

FOR EFFORTS TO RAISE THE PROFESSIONAL
STANDARDS OF TENNIS COURT CONSTRUCTION
AND FOR HAVING SUCCESSFULLY FULFILLED THE
CONDITIONS OF ELIGIBILITY AND PASSED THE
REQUIRED EXAMINATION.

In witness whereof we have set our hands on
31st day of December, 2015

Certification expires: December 31, 2022



Executive Director

Handwritten signature of the Executive Director.

Certification Chairman

Handwritten signature of the Certification Chairman.

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 16.



Project Name:	Beaufort Tennis Court Renovation
Project Number:	IFB 112221
Project Budget:	
Bid Opening Date:	Monday, November 22, 2021
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price	
Hammer Construction	X	X	X	X			\$ 633,300.00	Primary Scope Bid
							\$ 74,600.00	Alternate 1
							\$ 71,000.00	Alternate 2
McGrath Industries DBA Talbot Tennis	X	X	X	X	Self Performing	Self Performing	\$ 540,000.00	Primary Scope Bid
							\$ 54,800.00	Alternate 1
							\$ 89,000.00	Alternate 2

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

David Thomas
 Bid Administrator Signature

Victoria Moyer
 Bid Recorder

ORDINANCE 2022/_____

AN ORDINANCE AMENDING THE 2021-22 BUDGET ORDINANCE TO APPROVE THE FUNDING OF THE BOUNDARY STREET TENNIS COURTS PROJECT, AND TO MAKE APPROPRIATIONS THEREFOR

WHEREAS, On October 20, 2021, Beaufort County published an Invitation for Bids (IFB) for the renovation of the tennis courts located at the corner of Boundary Street and Bladen Street. The renovation will include demolition of the existing courts and fence enclosures, sitework to correct the drainage issues and install rain gardens, and the construction of seven new courts/fencing/net hardware/etc, sidewalks and improvements to include ADA-access to all courts.; and

WHEREAS, County Council wishes to approve the award of the bid and to appropriate funding for the project; and

NOW, THEREFORE be it ordained by County Council in meeting duly assembled as follows:

1. County Council authorizes the award of a contract for the abovementioned tennis courts project to McGrath Industries DBA Talbot Tennis at \$683,800.
2. County council authorizes a 10% contingency for the project to bring the total appropriation to \$752,180
3. Ordinance 2021/____ is hereby amended to reflect funding for the project to come from a combination of Hospitality Tax (Acct 20020021-54151 with a balance of \$373,979), the sale of Bob Jones Field (Acct 20040000-31510 with a balance of \$387,160.45), and the PARD Grant (\$125,760.24) to be paid at the completion of the project.

Ordained this ____ day of February, 2022

Joseph Passiment, Chairman

Sarah Brock, Clerk to Council