



## Community Services and Land Use Committee Beaufort County, SC

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

Monday, May 08, 2023  
3:00 PM

### AGENDA

#### COMMITTEE MEMBERS:

ALICE HOWARD, CHAIR  
GERALD DAWSON  
THOMAS REITZ

YORK GLOVER, VICE-CHAIRMAN  
PAULA BROWN  
JOSEPH PASSIMENT, EX-OFFICIO

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
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- March 13, 2023
- [6.](#) **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

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

---

### AGENDA ITEMS

---

- [7.](#) PRESENTATION FROM SC STATE EXTENSION SERVICES, CORNELIUS HAMILTON
- [8.](#) PRESENTATION OF THE BEAUFORT COUNTY ADAPTS: SEA LEVEL IMPACTS BENEATH OUR FEET
- [9.](#) PRESENTATION OF THE SENTINEL LANDSCAPES PARTNERSHIP PROGRAM
- [10.](#) RECOMMEND APPROVAL OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE ("CDC") APPENDIX B:- THE DAUFUSKIE ISLAND COMMUNITY DEVELOPMENT CODE, TO AMEND DIVISION B.3, SECTION B.3.20 (CONSOLIDATED LAND USE TABLE AND LAND USE DEFINITIONS), AND TO ADD A NEW SECTION B.3.30 (OTHER STANDARDS) AND A NEW SUBSECTION B.3.30.A (SHORT-TERM RENTAL) TO ALLOW THE USAGE OF SHORT-TERM RENTALS AS A SPECIAL USE IN D2 RURAL, D2R-CP (RURAL-CONVENTIONALLY PLATTED), D2R-GH (RURAL-GULLAH HERITAGE), AND D3 GENERAL

NEIGHBORHOOD, AND A PERMITTED USE IN D4 MIXED USE, D5 VILLAGE CENTER, AND D5 GENERAL COMMERCIAL

11. RECOMMEND APPROVAL OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): DIVISION 4.2.20 (GENERAL STANDARDS AND LIMITATIONS) TO CLARIFY CONNECTIVITY STANDARDS FOR PRIMARY STRUCTURES REGARDING BUILDING CONNECTIONS; DIVISION 4.2.30 (ACCESSORY/SECONDARY DWELLING UNIT) TO MODIFY ALLOWABLE DENSITY TO PROVIDE OPPORTUNITY FOR AN ADDITIONAL ACCESSORY DWELLING UNIT AND TO PROVIDE FLEXIBILITY FOR AREA OF UNITS; DIVISION 4.1.360 (SHORT-TERM RENTALS) TO MODIFY GENERAL STANDARDS TO ALLOW ONLY A PRINCIPAL DWELLING UNIT OR AN ACCESSORY DWELLING UNIT AS A SHORT-TERM RENTAL ON A SINGLE PARCEL
12. A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH LANDMARK BAPTIST CHURCH ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS A PORTION OF THE CHECHESSEE TRACT
13. ADJOURNMENT

**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>**



## Community Services and Land Use Committee Beaufort County, SC

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

Monday, March 13, 2023  
3:00 PM

### MINUTES

Watch the video stream available on the County's website to hear the whole discussion or presentation on a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/212280>

#### 1. CALL TO ORDER

Committee Chair Howard called the meeting to order at 3:00 PM.

##### PRESENT

Chairman Alice Howard  
Vice-Chairman York Glover  
Council Member Paula Brown  
Council Member Thomas Reitz  
Ex-Officio Joseph F. Passiment  
Council Member Gerald Dawson  
Council Member Lawrence McElynn  
Council Member Mark Lawson (arrived at 4:13 PM)  
Council Member Anna Maria Tabernik

##### ABSENT

Council Member Logan Cunningham  
Council Member David P. Bartholomew

#### 2. PLEDGE OF ALLEGIANCE

Committee Chair Howard led the Pledge of Allegiance.

#### 3. FOIA

Committee Chair Howard noted that 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:** It was moved by Council Member Passiment, seconded by Council Member Glover, to approve the agenda.

**The Vote** - The motion was approved without objection.

## 5. APPROVAL OF MINUTES

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Brown, to approve the minutes of January 9, 2023.

**The Vote** - The motion was approved without objection.

## 6. CITIZEN COMMENTS

Please watch the video stream available on the County's website to view the citizen comments.

<https://beaufortcountysc.new.swagit.com/videos/212280?ts=191>

1. Constance Hope Cunningham
2. Caroline Carpenter
3. Michael Murphy
4. Gibson Solomons
5. David Strange

## 7. UPDATE ON THE STAFF REVIEW TEAM (SRT) DEVELOPMENT PROJECTS DASHBOARD

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/212280?ts=1082>

Planning and Zoning Director Merchant discussed efforts to create more transparency in development projects with the dashboard, which shows the types of development projects being pursued, the nature of the development, development partners, site plans, and elevation.

Council Member Tabernik commented that she thinks the dashboard contains good information for the public.

## 8. RECOMMEND APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSIONS/NEGOTIATIONS FOR PROPOSED PURCHASE OF DEVELOPMENT RIGHTS ON REAL PROPERTY KNOWN AS STATION CREEK PDR

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/212280?ts=1332>

Kate Schaefer of the Open Land Trust briefed the Committee on the conservation easement project and the request for approval for conducting due diligence for an appraisal.

**Motion:** It was moved by Council Member Glover, seconded by Council Member Tabernik, to recommend approval to undertake due diligence and discussions/negotiations for proposed purchase of development rights on real property known as Station Creek PDR.

**Discussion:** Council Member Tabernik and Ms. Schaefer discussed the meaning of the term 'hammock' to describe the islands and the ecosystem services provided by this property.

**The Vote** - The motion was approved without objection.

## 9. RECOMMEND APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSIONS/NEGOTIATIONS FOR PROPOSED PURCHASE OF REAL PROPERTY KNOWN AS CHERRY HILL OAK FEE

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/212280?ts=1615>

Kate Schaefer of the Open Land Trust briefed the Committee on the 11.9-acre property within the Town of Port Royal, the potential for public use of the three parcels, and the due diligence to conduct an appraisal and survey.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Reitz, to recommend approval to undertake due diligence and discussions/negotiations for proposed purchase of real property known as Cherry Hill Oak Fee.

**Discussion:** Council Member Glover asked about the health and condition of the oak tree on the property. Mr. Murphy commented on the tree's maintenance needs, such as reducing limbs to increase stability.

County Administrator Greenway commented that the County tends to look for partnership opportunities for maintenance when acquiring property within a municipality. Since the Town of Port Royal has refused to engage in such a partnership for this acquisition, Mr. Greenway disagrees with going through fee simple acquisition without some financial commitment to assist with maintenance.

Council Member McElynn, County Administrator Greenway, and Ms. Schaefer discussed the property's previous development agreement. Ms. Schaefer clarified that the property was under contract with a developer and that the landowner reached out to the Rural and Critical Lands Program when the developer left the contract.

**The Vote** - The motion was approved without objection.

**10. RECOMMEND APPROVAL OF AN ORDINANCE FOR TEXT AMENDMENTS TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTIONS 3.1.60 (CONSOLIDATED USE TABLE), 3.2.60 (T2 RURAL CENTER (T2RC) STANDARDS), AND 4.1.220 (RESIDENTIAL STORAGE FACILITY) TO CONDITIONALLY ALLOW THE USAGE OF RESIDENTIAL STORAGE FACILITY IN T2 RURAL CENTER**

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/212280?ts=2322>

Director Merchant discussed the citizen-initiated text amendment to the Community Development Code, which adds a conditional use to the T2 Rural Center designation for residential storage facilities. Director Merchant also commented on the potential location of the facility, the Planning Commission's previous denial of the application, and the staff's recommendation for approval.

Nancy Hawes, the owner of the property, discussed the development interest in her property for the construction of a storage facility to serve residential areas near Old Town Bluffton and her view that the text change would be consistent with the current permissible uses.

Council Member McElynn and Director Merchant discussed the property's size, whether the developer intends to use the property to create a self-storage facility, and other permitted uses the text amendment could allow.

Council Member Brown asked about the location of the property.

Council Member Tabernik and Director Merchant discussed the number of areas zoned T2 Rural and that the text amendment would apply to all properties zoned T2 Rural.

Council Member Passiment and Director Merchant discussed the Planning Commission's concerns about the text amendment and the decision to deny the request.

ACA Atkinson commented that the point of the text amendment is to add a particular use to a specific zoning district.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member Dawson, to recommend approval of an ordinance for text amendments to the Community Development Code (CDC): Sections 3.1.60 (Consolidated Use Table), 3.2.60 (T2 Rural Center (T2RC) Standards), and 4.1.220

(Residential Storage Facility) to conditionally allow the usage of residential storage facility in T2 Rural Center.

**The Vote** - Voting Yea: Chairman Howard, Council Member Brown, Council Member Dawson, Council Member McElynn, Council Member Passiment, Council Member Reitz, and Council Member Tabernik. Voting Nay: Vice-Chairman Glover. The motion passed by 7:1.

**11. RECOMMEND APPROVAL OF AN ORDINANCE FOR A ZONING MAP AMENDMENT/REZONING REQUEST FOR 1 ACRE (R600 036 000 0369 0000) AT 3 BENTON LANE FROM T3 EDGE TO T2 RURAL CENTER**

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/212280?ts=3555>

Director Merchant discussed the applicant's interest in changing the property's zoning to accommodate a medical office building and staff concerns with rezoning.

County Administrator Greenway raised concerns about speculative rezoning since there is little commercial interest in that area and how the character of that road corridor could be lost with the rezoning.

Dr. Michael Campbell discussed the request to change the property's zoning to build a medical office to provide the people of Pritchardville with access to eye care and pointed out that the property does not have any trees.

Council Member Tabernik and Mr. Campbell discussed the existing medical office in Old Town Bluffton, Optical Solutions.

**Motion:** It was moved by Council Member McElynn, seconded by Council Member Brown, to recommend approval of an ordinance for a zoning map amendment/rezoning request for 1 acre (R600 036 000 0369 0000) at 3 Benton Lane from T3 Edge to T2 Rural Center.

**Discussion:** Council Member Tabernik commented on the proximity of Dr. Campbell's Bluffton medical office and that adding more commercial properties could create issues in an already very congested area.

Council Member Glover voiced his opposition to the motion.

Council Member Brown commented that the proposed medical office is closer to Sun City and the eye care needs of people in that area.

Chair Howard raised concerns about spot zoning.

**The Vote** - Voting Yea: Council Member Brown, Council Member Reitz, and Council Member McElynn. Voting Nay: Chairman Howard, Vice-Chairman Glover, Council Member Dawson, Council Member Tabernik, and Ex-Officio Passiment. The motion failed by 3:5.

**12. RECOMMEND APPROVAL OF AN ORDINANCE FOR A ZONING MAP AMENDMENT/REZONING REQUEST FOR 2.81 ACRES (R600 008 000 0625 0000) AT THE INTERSECTION OF OKATIE HIGHWAY (170) AND LOWCOUNTRY DRIVE (462) FROM T2 RURAL (T2R) TO C4 COMMUNITY CENTER MIXED-USE (C4CCMU)**

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/212280?ts=4406>

Director Merchant discussed the history of the property and the proposal to upzone it to match the zoning of neighboring properties.

Assistant County Administrator Fralix commented on whether the intersection would need to be expanded or reconfigured and the DOT restrictions on where driveways could be placed on the property, which would limit the property's commercial use.

Council Member Tabernik, Direct Merchant, ACA Fralix, and ACA Atkinson discussed why the Planning Commission denied the request because of concerns about traffic and the SC 170 corridor.

**Motion:** It was moved by Council Member Passiment, seconded by Council Member McElynn, to recommend approval of an ordinance for a zoning map amendment/rezoning request for 2.81 acres (R600 008 000 0625 0000) at the intersection of Okatie Highway (170) and Lowcountry Drive (462) from T2 Rural (T2R) to C4 Community Center Mixed-Use (C4CCMU).

**Discussion:** Council Member Glover asked for confirmation on which property would be rezoned.

**The Vote** - Voting Yea: Chairman Howard, Council Member Brown, Council Member Lawson, Council Member McElynn, Council Member Reitz, Council Member Tabernik, and Ex-Officio Passiment. Voting Nay: Council Member Dawson and Vice-Chairman Glover. The motion passed by 7:2.

County Administrator Greenway and Council Member Glover discussed the decision to bring in a South Carolina Association of Counties representative to provide additional training to the Planning Commission and the role of the Planning Commission's members in making recommendations.

Chair Howard commented that a planning and zoning workshop would be offered to the Council soon.

**13. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R300 015 000 076B 0000 AND ALSO KNOWN AS BLOCKER FIELD EXTENSION**

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/212280?ts=5119>

Kate Schaefer provided the Committee with an overview of the property and the Rural and Critical Land Board's recommendation to purchase the property for its scenic nature and the willingness of the Open Land Trust to engage in a maintenance agreement.

**Motion:** It was moved by Council Member Glover, seconded by Council Member Tabernik, to recommend approval of a resolution authorizing the County Administrator to execute the necessary documents and provide funding for the purchase of real property identified as tax map serial number R300 015 000 076B 0000 and also known as Blocker Field Extension.

**Discussion:** Council Member Glover commented on conservation plans and echoed Ms. Schaefer's point about the property's scenic nature.

**The Vote** - The motion was approved without objection.

**14. ADJOURNMENT**

Adjourned: 4:30 PM

Ratified:

# CITIZEN COMMENTS

## Community Services and Land Use Committee Meeting May 8, 2023

### CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

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

|     | FULL NAME (print only)                  | Agenda Item Number |
|-----|---|--------------------|
| 1.  | Stewart Yarborough                      | 10                 |
| 2.  | Kade Yarborough                         | 10                 |
| 3.  | <del>Glenda Roberts</del> Sarah Smith   | 10                 |
| 4.  | <del>William Roberts</del> Taylor Moran | 10                 |
| 5.  | Dallie Robinson                         | 10                 |
| 6.  | John Schertzer                          | 10                 |
| 7.  | Leanne Coulter, PT Council              | 10                 |
| 8.  | Glenda Roberts                          |                    |
| 9.  |   |                    |
| 10. |   |                    |
| 11. |   |                    |
| 13. |   |                    |
| 14. |   |                    |
| 15. |   |                    |

# SC State 1890 Research & Extension

Cornelius Hamilton, M.B.A.

Acting Regional Director

Low Country Region

May 8, 2023



# Background

---

- SC State University 1890 Research & Extension is the cornerstone of the historical land-grant status of South Carolina State University (SC State).
- Since its founding in 1896, South Carolina State University served as the state’s sole public university for Black South Carolinians and is one of two land-grant universities in South Carolina.
- Belongs to a national system of more than 100 land-grant universities and colleges. One of 18 designated as a historically black college or university.



# Our Mission

---



SC State 1890 Research & Extension **innovates** and **educates** to **elevate** the quality of life and raise the standard of living for all South Carolinians.

# Our Core Values

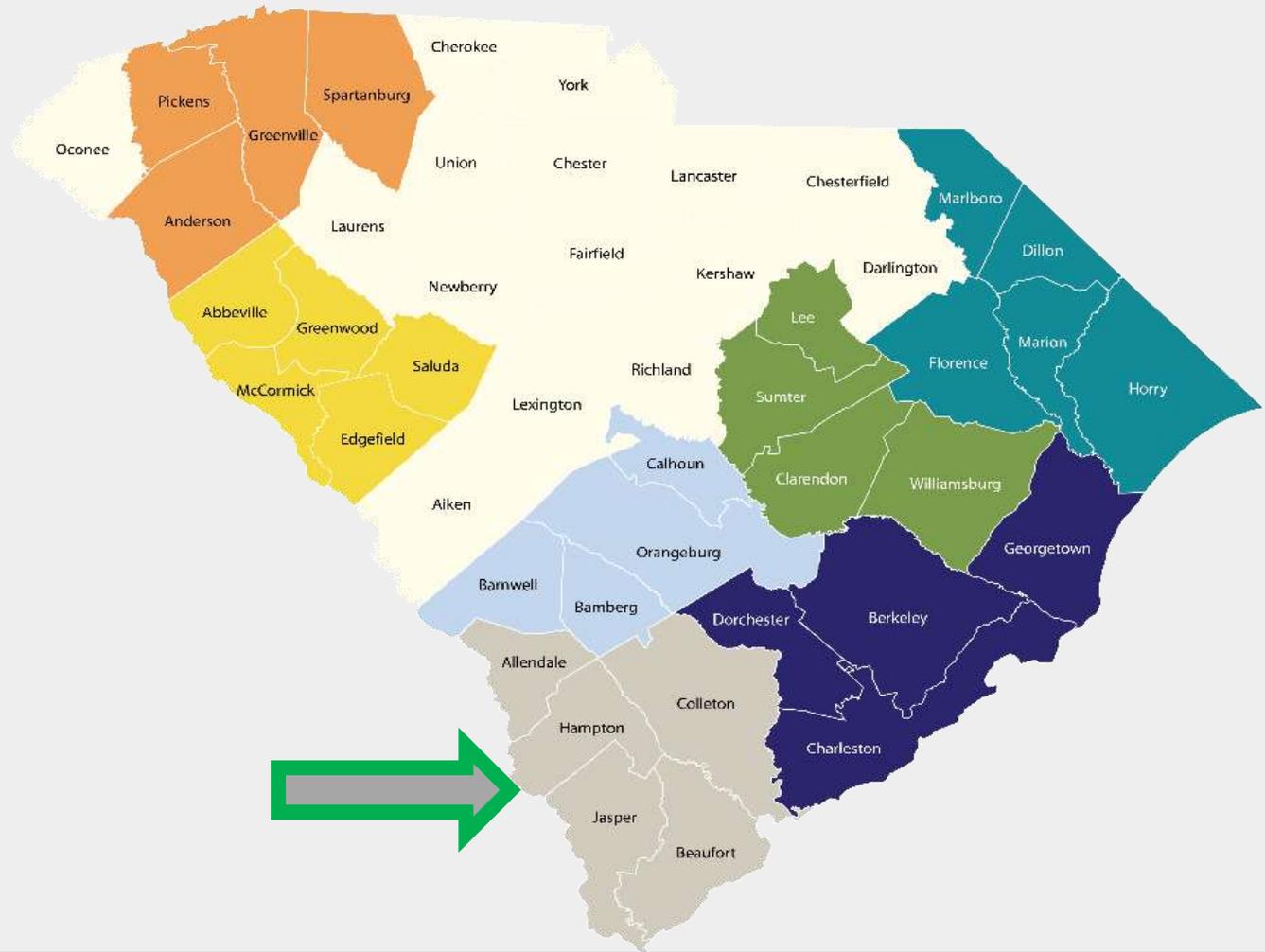
- Customer Service
- Quality
- Integrity
- Teamwork
- Respect
- Volunteerism
- A Will to Win
- Personal Accountability



# SC State 1890 Extension – Low Country Region

## Service Areas:

*Allendale, Beaufort, Colleton, Hampton, and Jasper Counties*



# Extension Outreach Priorities

---

---

4-H Youth Development

---

Community and Economic Development

---

Education, Innovation and Support

---

Family, Nutrition and Health

---

Sustainable Agriculture and Natural Resources

# SC State 1890 Extension – Low Country Region

## Program Areas:

- *4-H & Youth Development (K-12)*
- *Family Nutrition & Health (part-time employee)*
- *Sustainable Agriculture & Natural Resources*
- *Education Innovation & Support*
- *Community & Economic Development (vacant)*



# Strategic Partnerships

SC State 1890 is proud to have established partnerships with local, state, governmental agencies and most importantly, the community.

- United States Department of Agriculture (USDA)
- USDA – NIFA (National Institute of Food Administration)
- SC Department of Agriculture
- Local Government Agencies
- School Districts
- Small Farmers
- Small Businesses



# SC State 1890 - Extension

- Helps support rural and urban communities, cultivates youth development, advance agriculture and strengthens families by applying innovative research outcomes to positively improve quality of life.
- Offers outreach programs and services to 32 of the 46 counties in South Carolina.
- Specializes in providing opportunities for underserved and socially disadvantaged communities and entrepreneurs.



# 4-H Youth Development

---

The SC State 1890 Extension 4-H Youth Development Program is an educational youth program that helps diverse young people discover and develop their potential, so they will grow into competent, contributing and caring citizens.

## 4-H Programming

- Citizenship/Civic Engagement
- Healthy Lifestyles
- Financial Management
- S.T.R.E.A.M.



# Community and Economic Development

Helping South Carolinians develop their maximum potential in the workforce is crucial to economic development. Community & Economic Development program is geared toward identifying technical assistance (training, coaching, mentoring, networking, and competitive grant awards).

## Key Programming

- Small Business Development
- Non-Profit Organizations Development
- Securing Funding Sources
- Website Development
- Adult & Youth Entrepreneurship



# Family, Nutrition & Health

SC State University 1890 Research & Extension encourages healthy, active and well-nourished youth, individuals and families by offering evidence-based programs and activities for a healthier South Carolina.

## Key Programming

- Expanded Food Nutrition and Education Program
- Show Me Nutrition
- Eat Smart Being Active
- Financial Management
- Mental Health Capacity Building



# Education, Innovation & Support

The Education Innovation & Support (EIS) agents develop, evaluate and refine high-priority educational programs and technical assistance activities; develop educational curricula and other important resources in the EIS arena; spearhead the development of issue-based action teams (IBATs) that align with current and emerging EIS-related needs and opportunities and provide college and career-readiness for youth.

## Key Program

- Agriculture Innovation Scholarship
- College 101 Workshop Series
- Helping Youth Pursue Education (HYPE) Program



# Sustainable Agriculture & Natural Resources

---

Item 7.

SC State 1890 Extension works to address the decline of small farms by providing farmers with the educational tools they can use to take a business approach to agriculture. Through the promotion of niche marketing, specialty crops, cooperatives and entrepreneurial opportunities, small farmers gain other skills to advance farm management and increase profit.



## Key Programming

- Beef Cattle Improvement Project
- Commercial/Home Garden Vegetable Production Systems
- Meat Goat Project
- Risk Management Education



# 1890 Extension Program Highlights

- \$70 Million Climate-Smart Program
- 6,000 Books Distribution Tour
- Residential Camp Experiences (2)
- Service Education Award: School Enrichment & Community Support
- Scholarship Opportunities (Approximately \$200,000)
- Summer Internships
- Risk Management Education

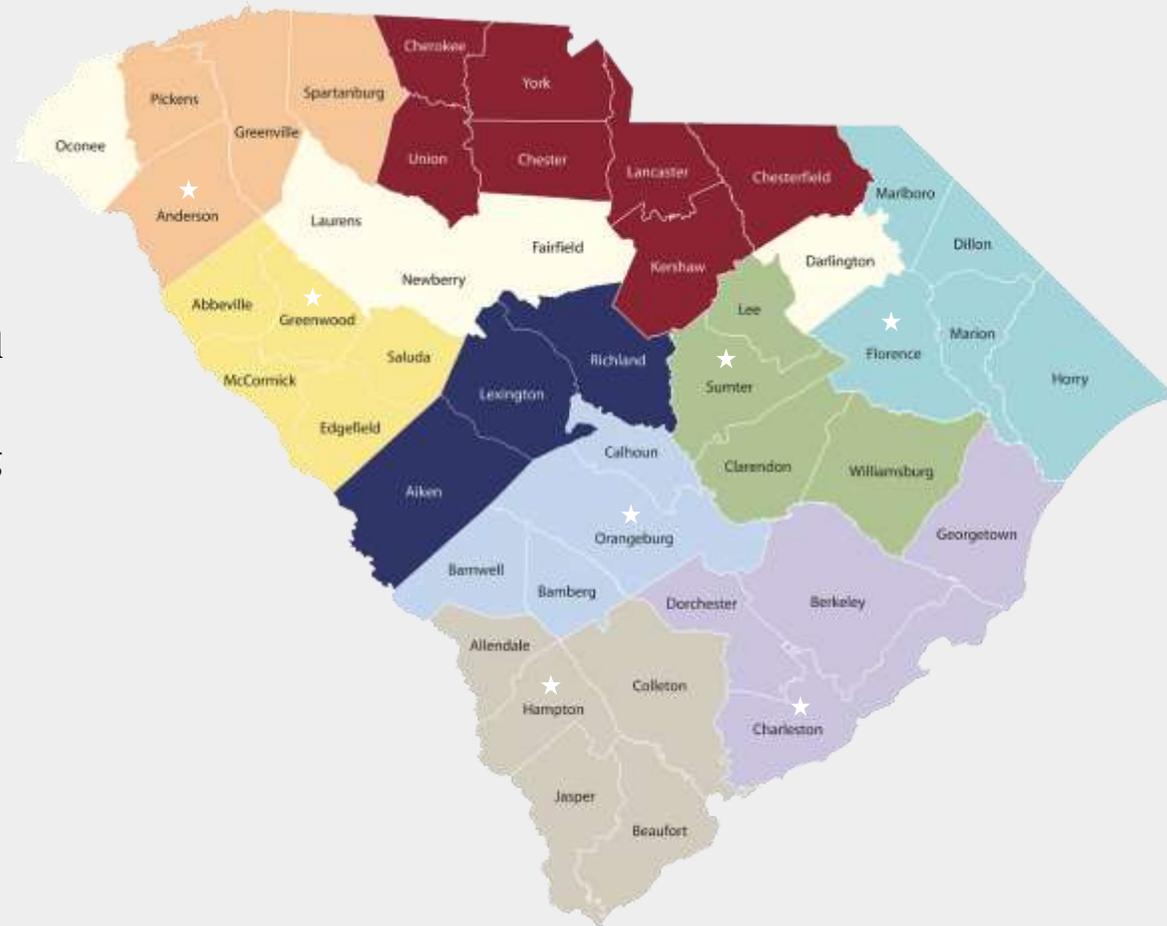


Item 7.



# South Carolina Service Regions

- **Coastal Region** – Berkeley, \*Charleston, Dorchester and Georgetown
- **Low Country Region** – Allendale, Beaufort, Colleton, \*Hampton and Jasper
- **Midlands Region** – Bamberg, Barnwell, Calhoun and \*Orangeburg
- **Pee Dee Region** – Dillon, \*Florence, Horry, Marion and Marlboro
- **Piedmont Region** – Abbeville, Edgefield, \*Greenwood, McCormick and Saluda
- **Santee Wateree Region** – Clarendon, Lee, \*Sumter and Williamsburg
- **Upstate Region** – \*Anderson, Greenville, Pickens and Spartanburg



## Planned Expansion

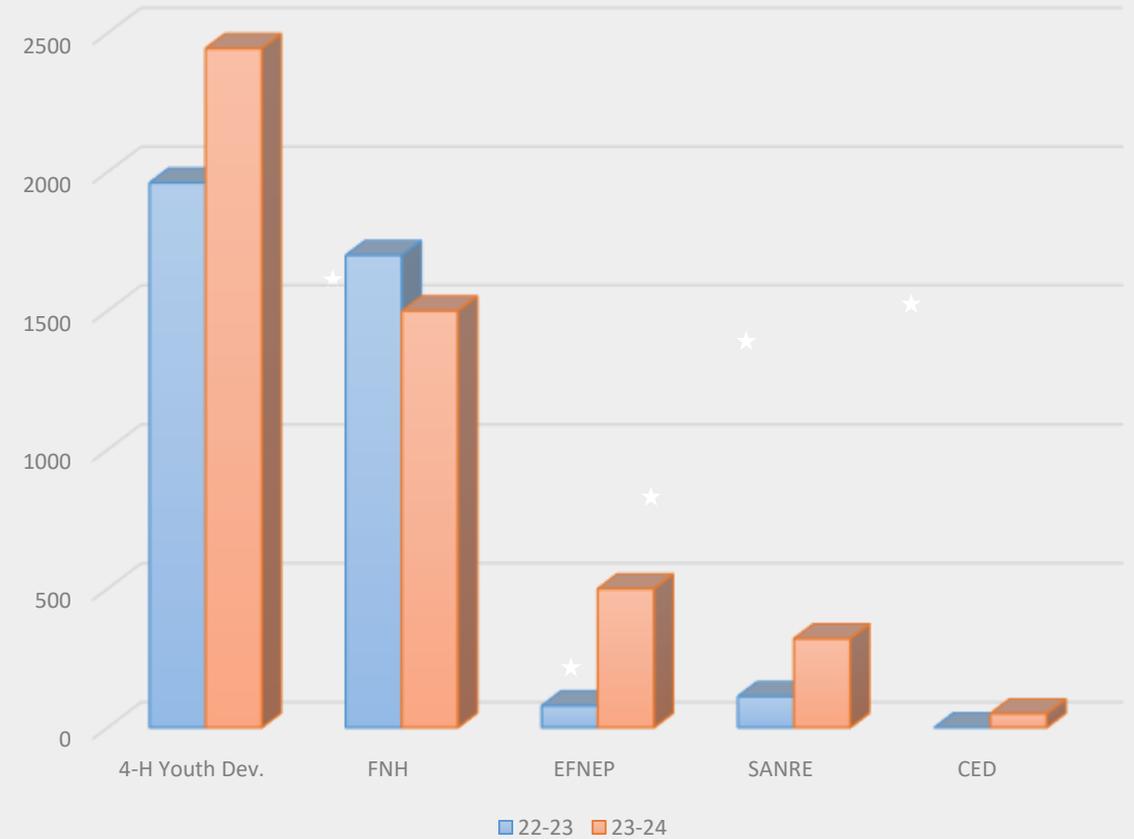
- **Capital** – Aiken, Lexington and Richland
- **Catawba** – Cherokee, Chester, Chesterfield, Kershaw, Lancaster, Union and York

\*Main office location

# Regional Inputs

**\*Total Number of Participants By Priority Area\***

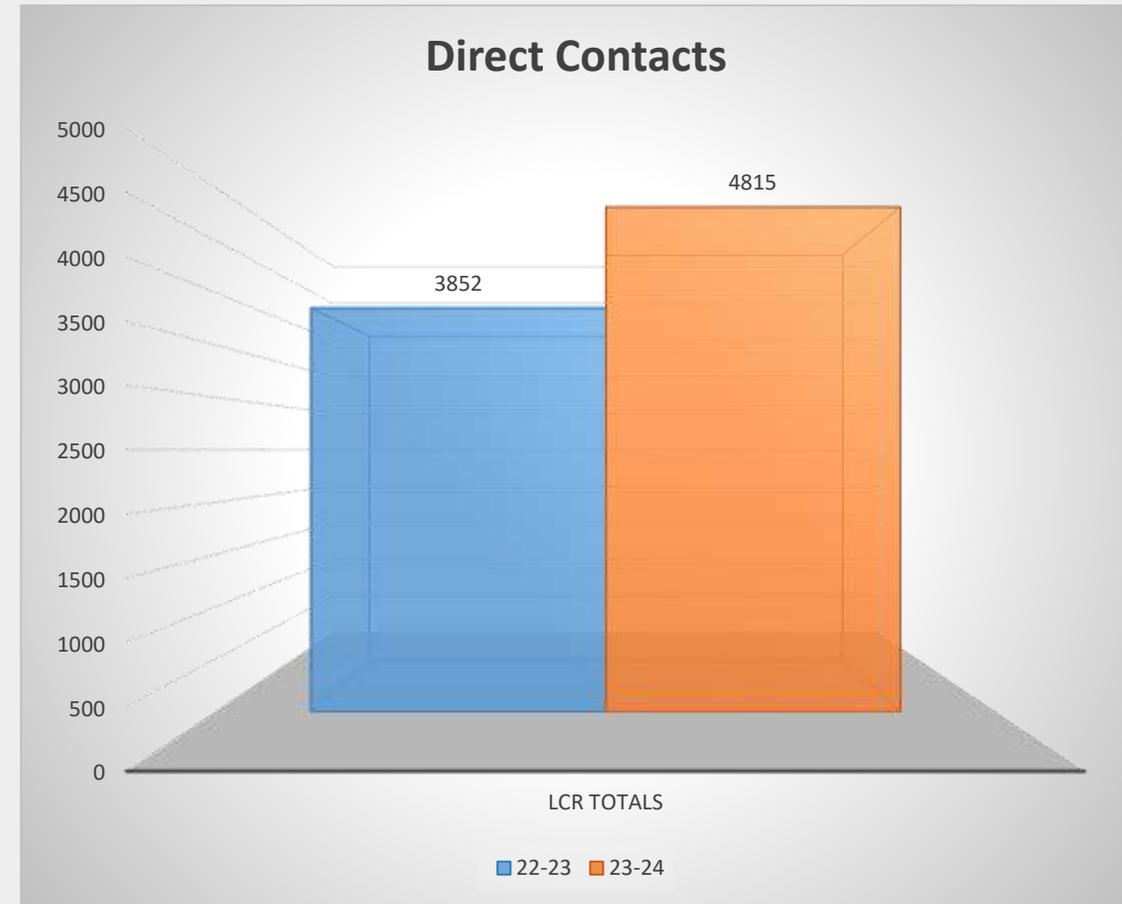
| PROGRAM AREA   | 2022  | 2023 Projected |
|----------------|-------|----------------|
| 4-H Youth Dev. | 1,961 | 2445           |
| FNH            | 1,700 | 1500           |
| EFNEP          | 79    | 500            |
| SANRE          | 112   | 320            |
| CED            | 0     | 50             |



# Regional Inputs

**\*Total Number of Overall Participants\***

| REPORTING PERIOD | 2022 | 2023 Projected |
|------------------|------|----------------|
| LCR TOTALS       | 3852 | 4815           |



# Beaufort County Benefits

---

- 85% rate of knowledge gain
- 50% rate of change in behavior
- Indirect educational resources
- Agricultural & Small Business Technical Assistance

SCState

1890 EXTENSION

Low Country Region



# 1890 Requests

---

- Letter of Support
- In-kind Requests/Facility Use
- Advocates/Volunteers Referrals
- Program Marketing (flyers on websites, social media, etc..)



## Contact Information

---

- Cornelius Hamilton, Acting Regional Director, 1890 Extension/Low Country Region
- 803.943.3538
- chamilt3@scsu.edu
- 8 Walnut St. East, P.O. Box 536, Hampton, SC 29924

For news, information and updates, follow, like and subscribe to SC State 1890: @scstate1890





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

|   |
|---|
| <b>ITEM TITLE:</b>  |
| <i>Presentation of the Beaufort County Adapts: Sea level Impacts Beneath Our Feet</i>   |
| <b>MEETING NAME AND DATE:</b>   |
| <i>Community Services and Land Use Committee Meeting, May 8, 2023</i>   |
| <b>PRESENTER INFORMATION:</b>   |
| <i>Abi Prochaska, Coastal Training Program Coordinator ACE Basin NERR/SCDNR<br/>(10 minutes needed for item discussion)</i>   |
| <b>ITEM BACKGROUND:</b>   |
| <i>In the fall of 2021, NOAA Climate Program Office awarded \$300,000 to study how sea level rise may negatively impact underground infrastructure and groundwater. Beaufort County is a partner in this grant which also includes the University of South Carolina, College of Charleston, SC Department of Natural Resources, and SC Sea Grant Consortium.</i>  |
| <b>PROJECT / ITEM NARRATIVE:</b>  |
| <i>The study has been analyzing how sea level rise may negatively impact Beaufort County by measuring groundwater levels and salt content during certain points of precipitation and sea levels. This data will be used to understand agricultural, natural forests, and buried infrastructure impacts. The four focus areas are St. Helena Island, Shell Point, Mossy Oaks, and Alljoy. In the Spring of 2022, groundwater monitoring wells were installed on St. Helena Island, Shell Point, the Mossy Oaks neighborhood of Beaufort, and the Alljoy community east of Bluffton. This will be a short presentation to give the Updates on the study are to be presented to the committee.</i> |
| <b>FISCAL IMPACT:</b>   |
| <i>Not applicable.</i>  |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>  |
| <i>Not applicable.</i>  |
| <b>OPTIONS FOR COUNCIL MOTION:</b>  |
| <i>Not applicable.</i>  |



**BEAUFORT  
COUNTY  
ADAPTS**

Sea Level  
Impacts  
Beneath our Feet

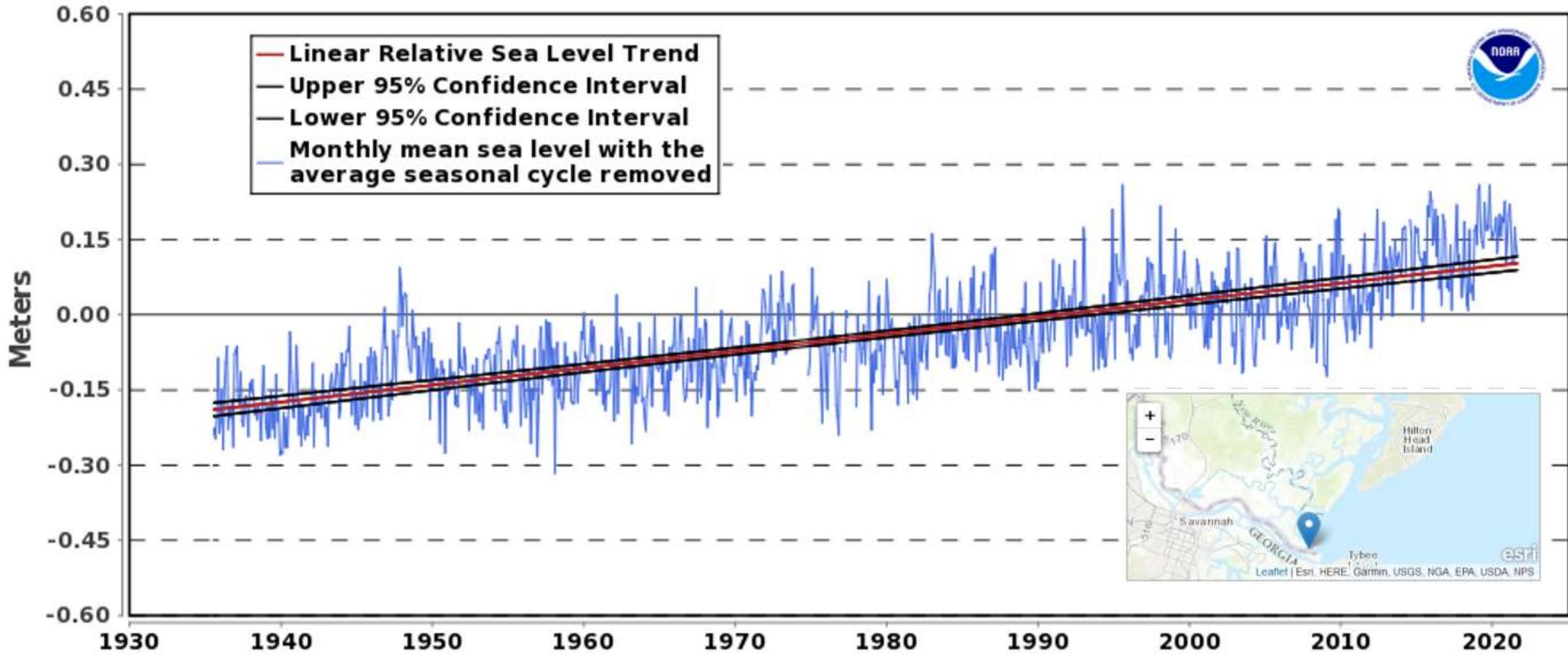
**Amanda Guthrie, Ph.D.**  
S.C. Sea Grant Consortium  
amanda.guthrie@scseagrant.org

## TEAM MEMBERS

- Beaufort County Planning Department:** Robert Merchant, Kristen Forbus
- University of South Carolina:** Alicia Wilson, Kirstin Dow, Dami Abioye
- College of Charleston:** Norm Levine, Matthew Nowlin, Lauren Greenwood, Duncan Williamson
- S.C. Department of Natural Resources & ACE Basin NERR:** Abi Locatis Prochaska
- S.C. Sea Grant:** Amanda Guthrie, Susan Lovelace, Brita Jessen, Matthew Gorstein, Landon Knapp

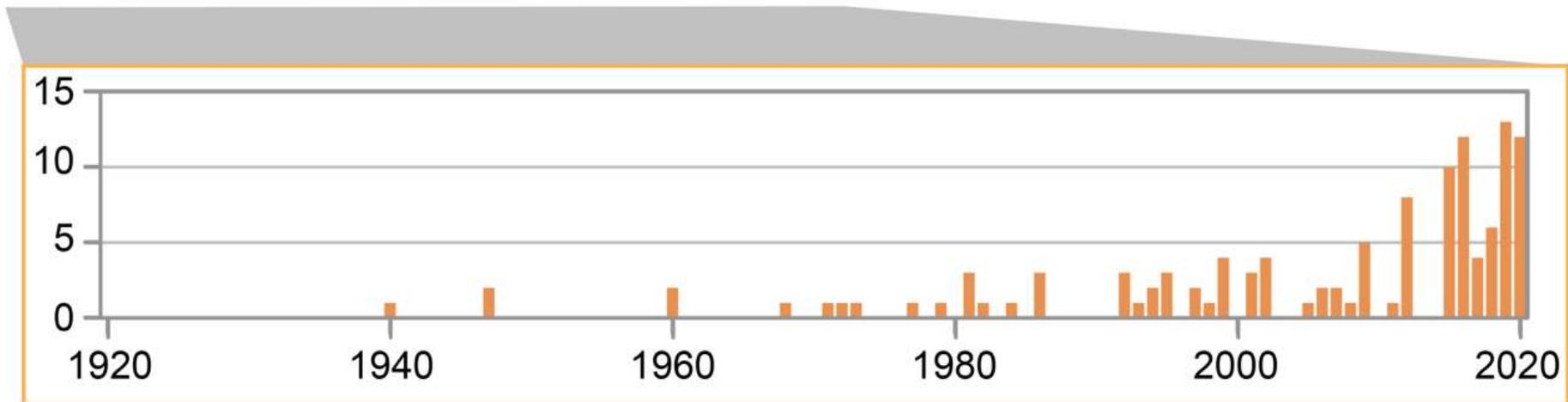
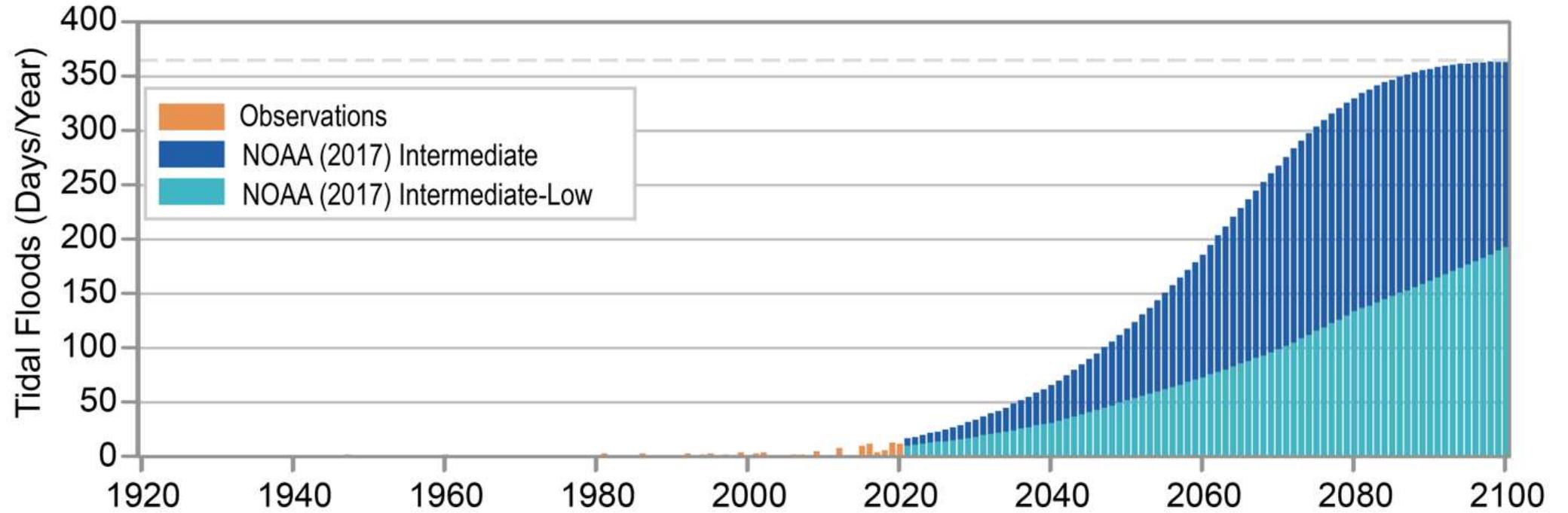
### 8670870 Fort Pulaski, Georgia

3.39 +/- 0.27 mm/yr



# Observed and Projected Annual Number of Tidal Floods for Fort Pulaski, GA

Item 8.

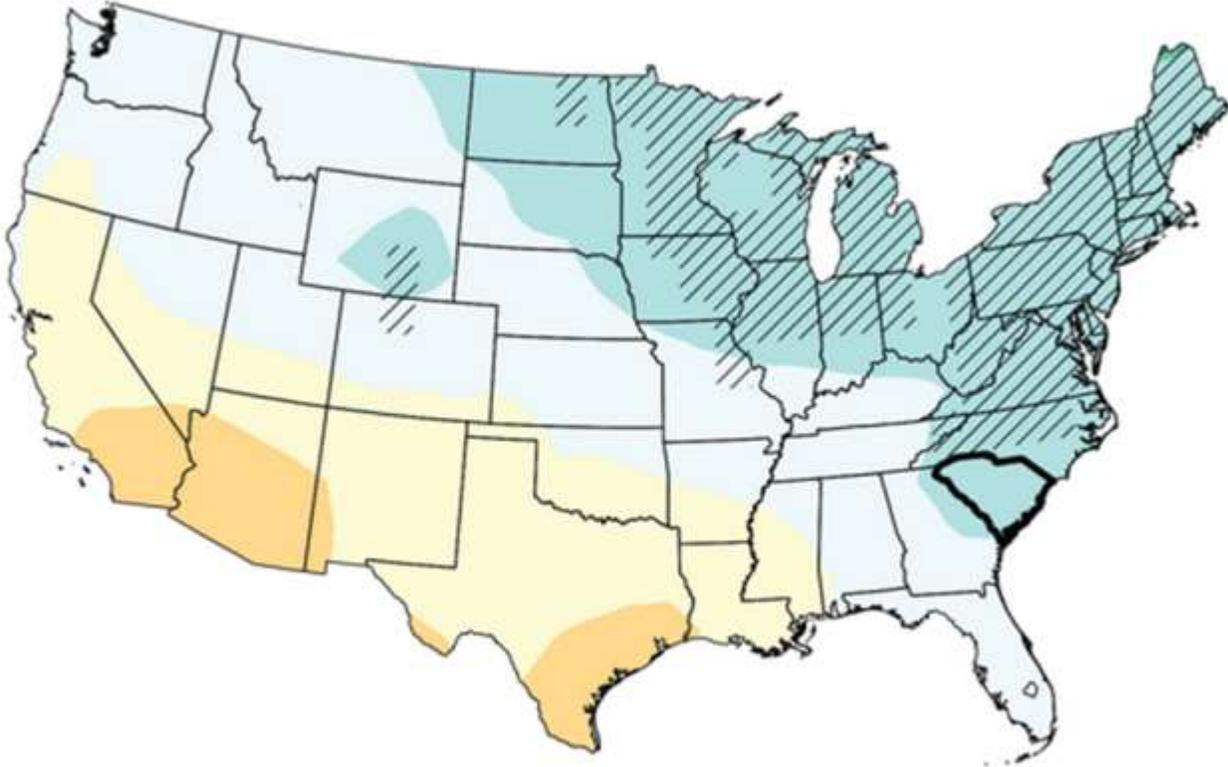


33

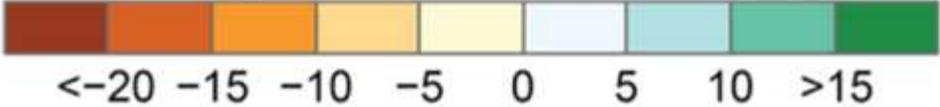
# Rain Bombs



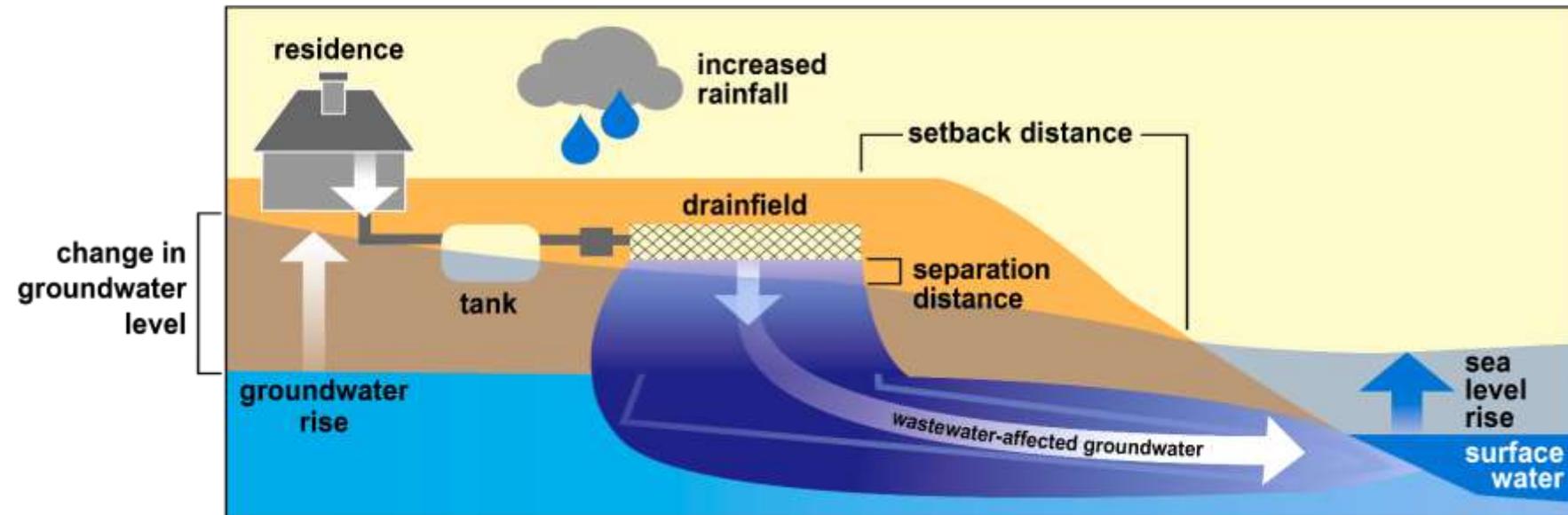
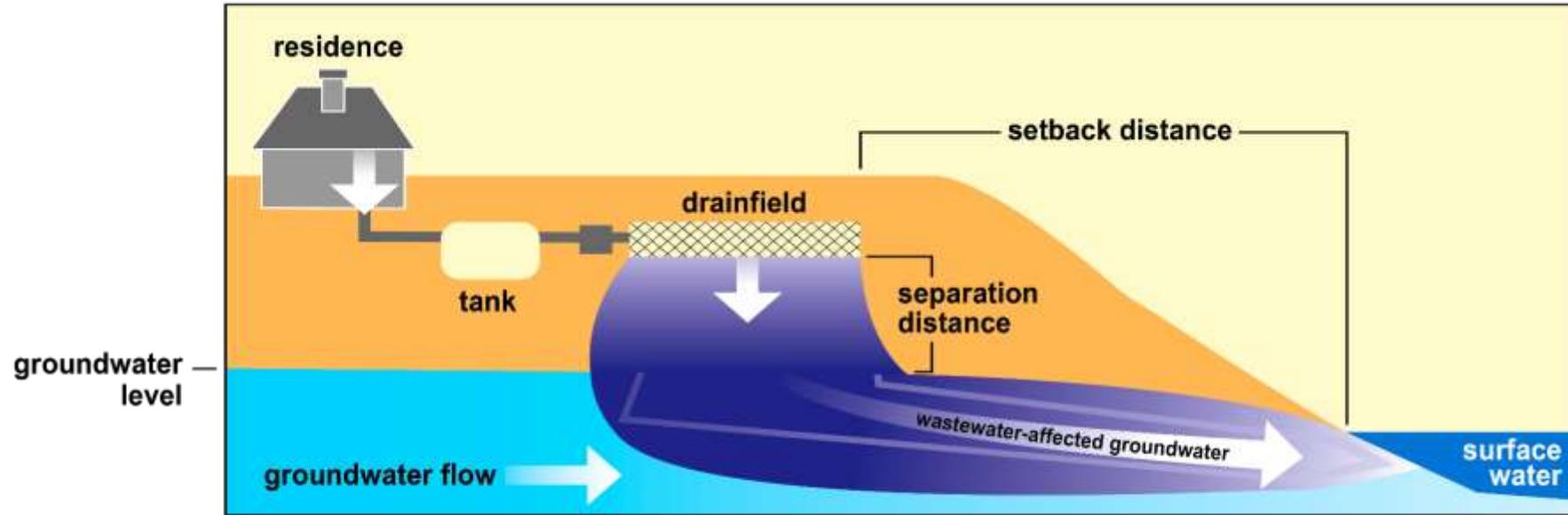
Projected Change in Annual Precipitation



Change in Annual Precipitation (%)



# Groundwater level and septic tanks



# Communities involved

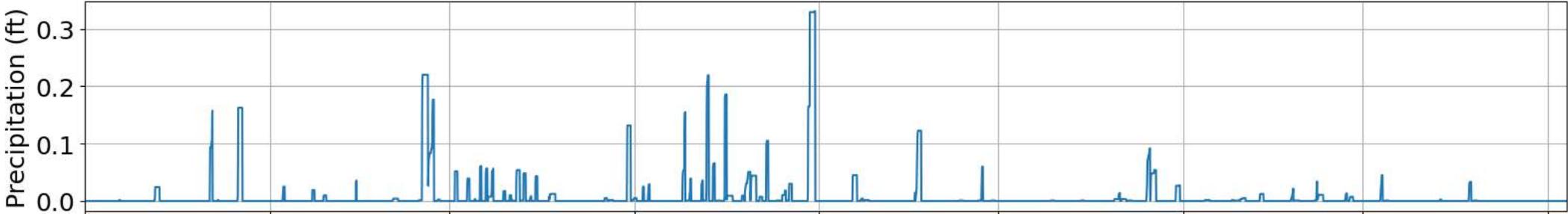


# Groundwater Wells

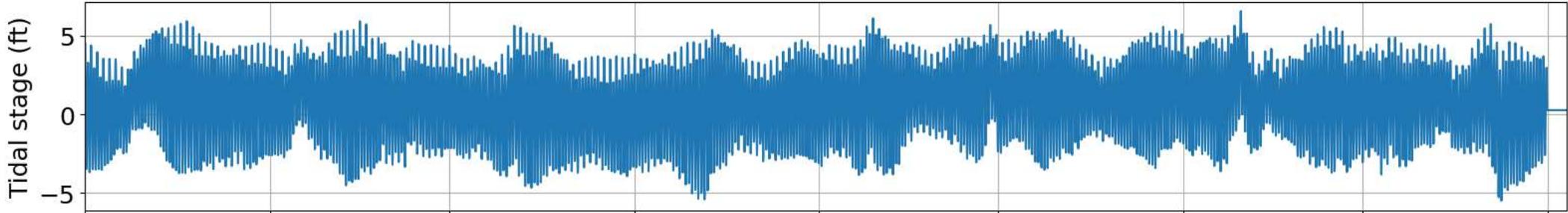


# Preliminary data: rainfall, tides, and groundwater levels (2 wells), St. Helena Island

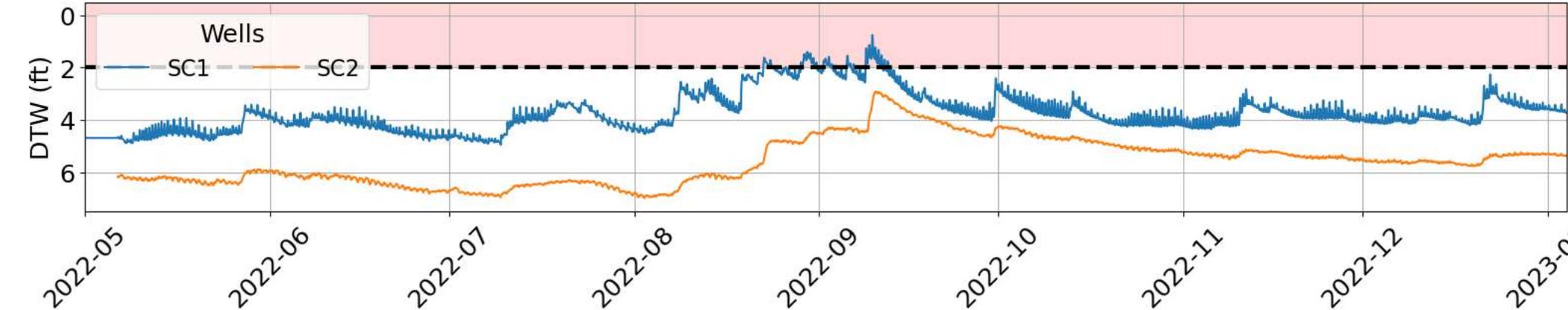
Graph 1:  
rainfall



Graph 2:  
tides



Graph 3:  
groundwater level



# Community engagement

- **Meetings** in the four communities to talk about the project and listen to community perceptions
- **Survey** for residents to share their experiences and priorities with groundwater and flooding
- Follow-up **discussion groups** for residents to expand on their priorities and desired next steps
- **Your involvement is encouraged and valued!**

## Communities involved





**BEAUFORT  
COUNTY  
ADAPTS**

Sea Level  
Impacts  
Beneath our Feet

**Amanda Guthrie, Ph.D.**

S.C. Sea Grant Consortium  
amanda.guthrie@scseagrant.org

## **TEAM MEMBERS**

**Beaufort County Planning Department:** Robert Merchant, Kristen Forbus

**University of South Carolina:** Alicia Wilson, Kirstin Dow, Dami Abioye

**College of Charleston:** Norm Levine, Matthew Nowlin, Lauren Greenwood, Duncan Williamson

**S.C. Department of Natural Resources & ACE Basin NERR:** Abi Locatis Prochaska

**S.C. Sea Grant:** Amanda Guthrie, Susan Lovelace, Brita Jessen, Matthew Gorstein, Landon Knapp

## 319 Grants

- DHEC receives an annual grant allocation from the EPA under Section 319(h) of the Clean Water Act to help prevent, control, and/or abate nonpoint source pollution in support of the state's NPS Management Plan.
- These 319 projects implement an approved watershed-based plan containing EPA's nine elements, and are intended to reduce pollutant loads, leading to measurable water quality improvements in the target watershed.
- Septic repair/replacement and sewer tie-on are common BMPs (Best Management Practices) in projects that are funded by the Section 319 Nonpoint Source Management Program.
- Bureau of Water's Nonpoint Source Coordinator: Shea McCarthy - [mccartsm@dhec.sc.gov](mailto:mccartsm@dhec.sc.gov)

# Rural Infrastructure Authority

In April 2023, South Carolina’s Rural Infrastructure Authority announced more than \$600 million in grants for 90 projects aimed at aging wastewater systems across the state as part of a larger package that also includes public water systems.

The money, designated from federal pandemic relief funds, is for a mix of sewer system upgrades and expansions. About 20 percent of the wastewater money is headed to coastal counties.

<https://ria.sc.gov/wp-content/uploads/2023/04/RIA-SCIIP-Award-Press-Release-April-24-2023.pdf>

# Maintenance Tips, part 1

- Have your septic system inspected every one to two years and pumped out every three to five years or more frequently, depending on the tank size and number of people using the system.
- Some things that should never be flushed include cat litter, coffee grounds, diapers, towelettes (even the 'flushable' type), cigarette butts, grease, dental floss, baby wipes, paints, thinners, pesticides, oils, medicines, excessive household chemicals.
- Know your system's location. When you have the tank pumped, draw a diagram or map showing its location in relation to fixed points - corners of the house, steps, or fence posts. Ask the pumper to help you locate the drainfield. Note its location on your diagram, along with the location of your drinking water well.
- Protect the drainfield.
  - Add a barrier to prevent anyone from driving over the drainfield, which could break the tank lid and pipes and compact the soil, restricting oxygen flow. (Bacteria in the drainfield need oxygen.)
  - Divert down spouts and other surface water - especially irrigation sprinklers -away from the drainfield.
  - Don't dig, build, or plant anything other than grass over the drainfield.

# Maintenance Tips, part 2

- Conserve water. Reduce the amount of wastewater that must be treated and disposed of by your system:
  - Wash no more than one or two loads of clothes daily. Up to 53 gallons of water flood your septic system with each load, so it's best to spread laundry out over the week.
  - Fix leaky faucets and toilets; over time, they can send hundreds of extra gallons of water through your septic system.
- Do not use a garbage disposal. It adds up to 50 percent more solids to your septic tank, and your tank will require more frequent pump-outs.
- Do not use caustic drain cleaners for clogged drains. Use boiling water or a drain snake instead.
- Do not use septic tank additives, commercial septic tank cleansers, yeast, sugar, etc. These products are not necessary and some may be harmful to your system.
- Use commercial bathroom cleaners and laundry detergents in moderation. Try cleaning toilets, sinks, showers, and tubs with a mild detergent or baking soda.

8 May 2023

## Beaufort County Adapts: Sea Level Impacts Beneath Our Feet

### PROJECT SUMMARY

Based on concerns raised in Beaufort County reports, the project team aims to assess rising groundwater levels and its corresponding impacts. High groundwater level can lead to problems with subsurface infrastructure, including septic tanks and pipes.

Once we understand how the groundwater level changes because of tides and rains, we will predict how often we are likely to see septic system impairment under future conditions. More impairment is expected due to rising sea levels and more intense storms due to climate change.

In the upcoming months, we will host meetings with the local communities to talk about residents' perceptions of and experiences with changes in groundwater and our preliminary findings. We will also send out surveys to residents and will hold discussion groups to get a better understanding of residents' awareness of and priorities in mitigating rising groundwater impacts.

### PRELIMINARY RESULTS:

In May 2022, we installed 15 wells across four communities in Beaufort County (St. Helena, Mossy Oaks, All Joy, Shell Point). Based on data so far, we are seeing a few trends:

- Rains cause the ground water level to rise substantially, and rain is the dominant reason for high groundwater levels. A period of multiple rainfall events caused groundwater levels to rise 4 – 6 feet.
- After a rainstorm, it typically takes about 12 hours for the water level to fall back to its pre-storm level.
- Compared to storms, tides have a smaller impact on groundwater level (1 - 4 inches of fluctuation), with groundwater near the coast having the most tidal-driven change.
- In some areas, groundwater levels rose high enough that they would reduce septic system functioning, if a septic system was at that location. *Please see the back of this page for a graph of water level data at two wells.*

The team is still working to determine how groundwater level is related to distance from the shore, and we are working on estimating the frequency of groundwater impairment in the future.

### Contact Information

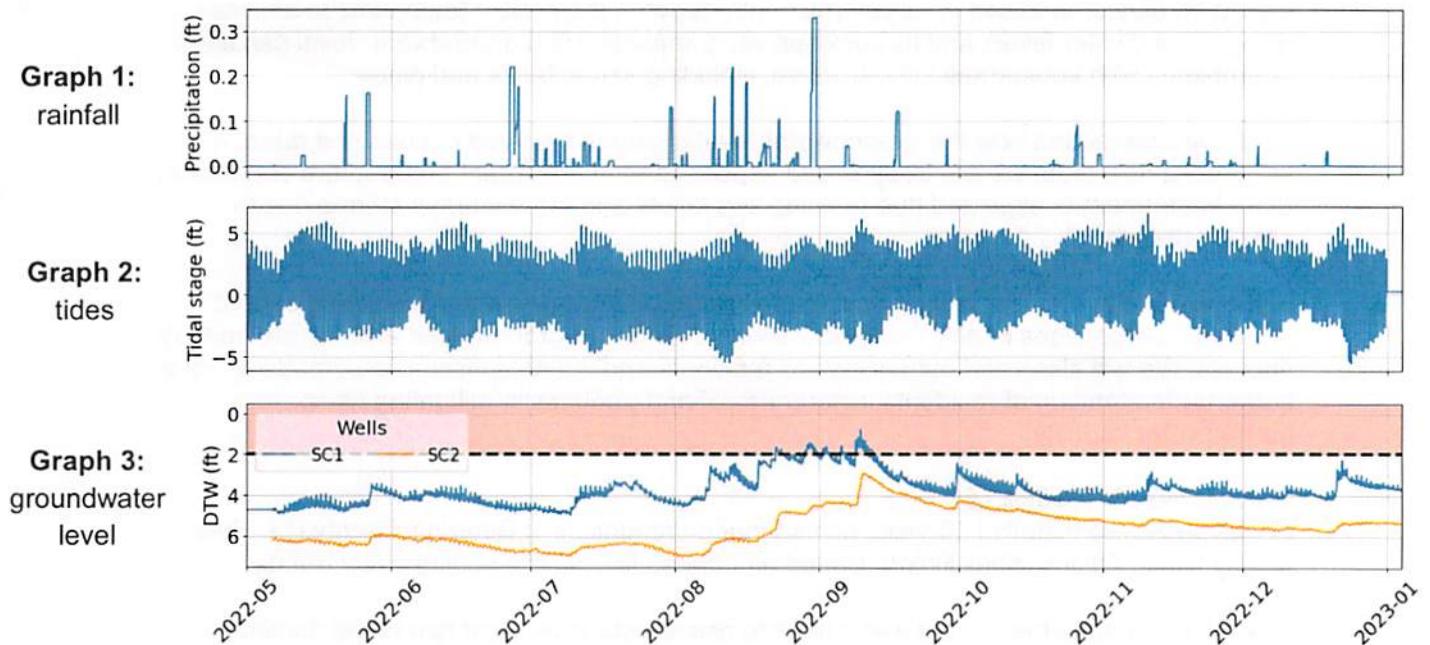
Amanda Guthrie, Ph.D.  
South Carolina Sea Grant Consortium  
(843) 953-2097, [amanda.guthrie@scseagrant.org](mailto:amanda.guthrie@scseagrant.org)

*This work is funded through the National Oceanic and Atmospheric Administration (NOAA) Climate Program Office and involves many project partners:*



<https://www.scseagrant.org/beaufort-county-adapts/>

## Graphs showing data from rainfall, tide level, and two groundwater wells on St. Helena Island



The top graph (Graph 1) is the measured precipitation at a nearby rain gauge, from Weather Underground. The dates for these data aligned with the dates on Graph 3.

The middle graph (Graph 2) is the tides from a nearby NOAA tide gauge at Fort Pulaski, GA. The corresponding dates are also listed on Graph 3.

The bottom graph (Graph 3) is the data for two wells on St. Helena Island, referred to as SC1 (**blue line**) and SC2 (**orange line**). The closer the lines are to the top of the graph, the closer the water is to the surface. This is called **Depth to Water (DTW)** and is measured in feet, as indicated on the vertical (or y) axis. The **red area** above the dashed line indicates the water level where a septic system would be impaired and would not function properly.

- As the groundwater at the SC1 well (**blue line**) rises above the dashed line and in the **red area**, it shows that a septic system would be impaired at that location.
- For septic tanks in a position similar to SC1 well (**blue line**), they would not function properly for almost a month in 2022. Poor stormwater drainage and other impacts of being flooded by water may have continued longer.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

|  |
|--|
| <b>ITEM TITLE:</b>   |
| SENTINEL LANDSCAPES PARTNERSHIP PROGRAM PRESENTATION                         |
| <b>MEETING NAME AND DATE:</b>  |
| COMMUNITY SERVICES AND LAND USE COMMITTEE; MONDAY, MAY 8 <sup>TH</sup> @ 3PM |
| <b>PRESENTER INFORMATION:</b>  |
| Mary Krieger, MCAS; David Trail, MCAS; Kate Schaefer, BCOLT<br>10 MINUTES    |
| <b>ITEM BACKGROUND:</b>  |
|  |
| <b>PROJECT / ITEM NARRATIVE:</b>   |
| Presentation to provide program information.                                 |
| <b>FISCAL IMPACT:</b>  |
| N/A  |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>                                     |
|  |
| <b>OPTIONS FOR COUNCIL MOTION:</b>   |
|  |

# SOUTH CAROLINA LOWCOUNTRY SENTINEL LANDSCAPE

South Carolina | est. 2023



The South Carolina Lowcountry Sentinel Landscape supports immense biodiversity, encompassing more than 2.2 million acres of longleaf pine forest, ranchlands, salt marsh, forested wetlands, and unbroken wildlife corridors in the southeastern corner of South Carolina.

The landscape supports training activities for Marine Corps Air Station Camp Beaufort, Marine Corps Recruit Depot Parris Island, and Naval Support Facility Beaufort, contributing \$2.2 billion to the regional economy and providing nearly 20,000 jobs. The installation missions include recruiting and training U.S. Marines, supporting operations for the 2nd Marine Aircraft Wing, and providing critical medical services for active-duty Navy and Marine personnel.

Partners established the South Carolina Lowcountry Sentinel Landscape in 2023 to work on protecting ecologically significant areas, drinking water supplies, and working farmlands, all with the goal of maintaining long-term military readiness and climate resilience across the landscape.

## IMPROVING RESILIENCE THROUGH MARSH CONSERVATION

The South Carolina Lowcountry Sentinel Landscape is defined by its sprawling salt marshes, which provide critical nursery habitat for economically important fish and support carbon sequestration. However, marsh edges are eroding at an alarming rate due to sea level rise and new development in the region that blocks natural marsh migration routes. These pressures reduce the resilience of coastal ecosystems and jeopardize working farmlands. This habitat loss also severely threatens the ability of coastal installations like Marine Corps Recruit Depot Parris Island to continue their mission critical activities and exposes transportation routes and installation infrastructure to erosion and flooding.

Figure 1: South Carolina Lowcountry Sentinel Landscape

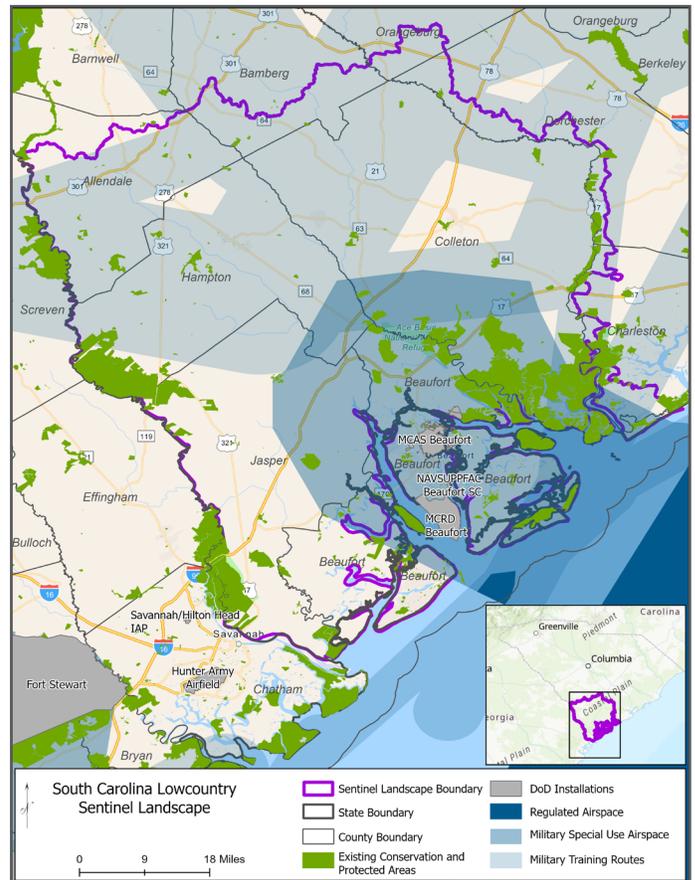


Table 1: South Carolina Lowcountry Sentinel Landscape Footprint Details (from year established through fiscal year 2021)

|                                      |                  |
|--------------------------------------|------------------|
| Total Protected Acres <sup>1</sup>   | 0                |
| Total Enrolled Acres <sup>2</sup>    | 0                |
| Active Base Area                     | 13,597           |
| <b>Total Sentinel Landscape Area</b> | <b>2,241,474</b> |

<sup>1</sup> Protected acres are recognized as land acquisitions—fee simple or easement—that have completed the due diligence and closing actions necessary to obtain a real estate interest.

<sup>2</sup> Land is considered enrolled if the property owner voluntarily participates in a federal or state land-management program that provides financial or technical assistance to promote sustainable agricultural practices, restore imperiled species and their habitat, or preserve critical natural resources; or if a landowner or an organization receives a federal or state grant to conduct a conservation project on said property.



A cattle farm, protected with a conservation and restrictive easement through the active REPI program, safeguards farmland west of Marine Corps Air Station Beaufort. (Open Land Trust)

Partners in the South Carolina Lowcountry Sentinel Landscape are committed to restoring and enhancing vital salt marshes to protect critical infrastructure and habitats. The partners have developed a strategy to install living shorelines and nature-based solutions that reduce erosion, protect upland marsh migration corridors, and conserve natural marsh vegetation. Through research, new project identification, and other collaborative efforts, the South Carolina Lowcountry Sentinel Landscape is poised to become a leader in coastal resilience.

### SAFEGUARDING WORKING FARMLANDS

Partners in the South Carolina Lowcountry Sentinel Landscape also protect working lands, enabling landowners to remain on their land and maintain it in a use that is compatible with military mission. A successful REPI Program partnership has been in place in Beaufort County since 2006, protecting over 10,000 acres around Marine Corps Air Station Beaufort. However, landowners in rural South Carolina often belong to historically under-served groups and may not be aware of or have access to government programs that can assist them in protecting their working lands.

The landscape's diverse partners will use Department of Defense funds to leverage existing grants from local, state, and federal sources for acquiring working lands easements that protect strategic properties from development that could impact military testing and training needs. Additionally, the partners plan to enroll landowners in under-served communities in financial assistance programs focused on promoting sustainable agriculture and forestry practices. This will improve landscape resilience by supporting landowners in maintaining habitat connectivity, pursuing beneficial prescribed fire activities, and improving water quality through landscape-scale conservation.

### Key Partners

- ★ Ashepoo, Combahee, and Edisto (ACE) River Basin National Estuarine Research Reserve
- ★ ACE Basin Task Force
- ★ ACE-South Carolina Lowcountry (SOLO) Longleaf Partnership
- ★ Beaufort County Rural and Critical Lands Program
- ★ Center for Heirs Property Preservation
- ★ Ducks Unlimited
- ★ Georgia Sentinel Landscape
- ★ Local governments – counties and municipalities
- ★ Lowcountry Open Land Trust
- ★ Nemours Wildlife Foundation
- ★ Open Land Trust
- ★ Open Space Institute
- ★ Port Royal Sound Foundation
- ★ Savannah River Clean Water Fund
- ★ SC Conservation Bank
- ★ SC Department of Natural Resources
- ★ SC Forestry Commission
- ★ SC Office of Resilience
- ★ SC State Parks
- ★ Soil and Water Conservation Districts
- ★ SOLO Task Force
- ★ South Atlantic Saltmarsh Initiative
- ★ Southeast Conservation Adaptation Strategy
- ★ The Longleaf Alliance
- ★ The Nature Conservancy
- ★ U.S. Department of Agriculture Natural Resources Conservation Service
- ★ U.S. Fish and Wildlife Service
- ★ U.S. Forest Service
- ★ U.S. Marine Corps
- ★ U.S. National Park Service
- ★ U.S. Navy



Ghost trees, like those seen along Huspah Creek, showcase the impact of sea level rise and salinity changes in the marsh migration process throughout the landscape. (Lowcountry Council of Governments)

The partnership is also advancing market-based approaches that help generate revenue for farmers by identifying market needs (e.g., sawmills, agricultural co-ops, food hubs) and other missing financing links, such as tax incentives, that will improve the profitability of working lands and ensure landowners receive conservation funding benefits. Land protection will also support the habitat and future viability of the significant populations of threatened and endangered species in the landscape, including the red cockaded woodpecker, gopher frog, gopher tortoise, and flatwood salamander.

# The Lowcountry Sentinel Landscape | SC

Sentinel Landscapes are places where "natural and working lands are well suited to protect defense facilities from land use that is incompatible with the military's mission" and are supported by a partnership with U.S. Department of Agriculture (USDA), Department of Defense (DoD), and Department of the Interior (DOI). The partnership works by "connecting private landowners with voluntary state and federal assistance programs that provide tax reductions, agricultural loans, disaster relief, educational opportunities, technical aid, and funding for conservation easements" among other resources. There are 10 Sentinel Landscapes nationwide, including in Georgia.

Active land management is a matter of national security. The Sentinel Landscapes Partnerships program seeks to "strengthen military readiness, preserve natural resources, protect critical habitat, and enhance America's working lands" by bringing together organizations that thrive on open spaces, particularly those threatened by the encroachment of residential and commercial development.

"Sentinel: a soldier or guard whose job is to stand and keep watch"



Right to left, top to bottom: South Carolina salt marsh (Groton Plantation, the largest private conservation easement in SC history); Savannah National Wildlife Refuge; Savannah River aerial view; Abercorn Creek off the Savannah River; Planting longleaf pine trees on Parris Island; Maritime forest.

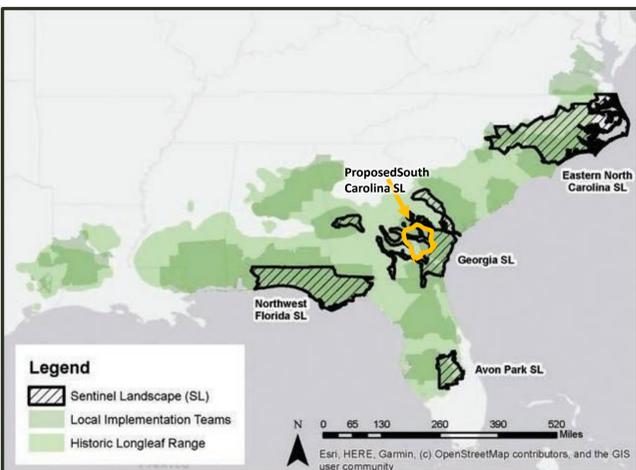
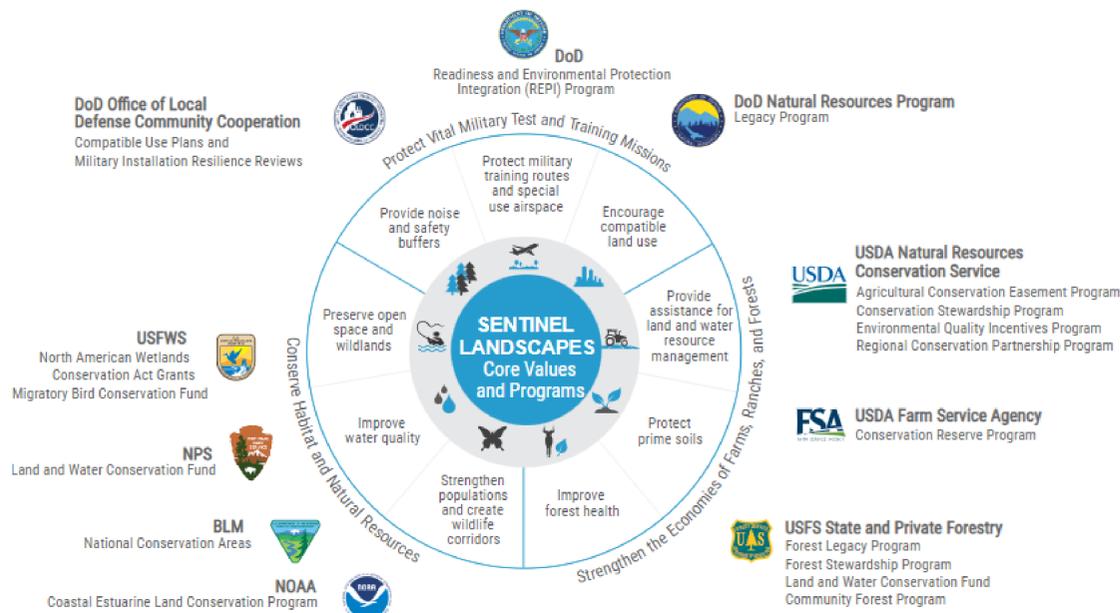
## The Lowcountry Sentinel Landscape:

- Over 2.2 million acres of land
- MCAS Beaufort, MCRD Parris Island, NSF Beaufort
- Covers Beaufort, Jasper, Hampton, and Colleton counties as well as portions of Allendale, Bamberg, Orangeburg, Dorchester, and Charleston counties
- Important ecosystem services in places like the Savannah River, which supplies drinking water for all DoD installations and 500,000+ residents in South Carolina and Georgia

Representatives from the Department of Defense (DoD), U.S. Department of Agriculture's (USDA) Natural Resource Conservation Service (NRCS), U.S. Forest Service (USFS), Farm Service Agency (FSA), U.S. Fish and Wildlife Service (USFWS), and Bureau of Land Management (BLM) make up the Federal Coordinating Committee (FCC). The FCC designates locations as sentinel landscapes and then works to connect private landowners with federal assistance programs that help them adopt and maintain sustainable management practices. By aligning these programs in sentinel landscapes, USDA, DoD, and DOI use taxpayer dollars more efficiently and accomplish more on the ground with fewer resources. *Sentinel Landscapes*

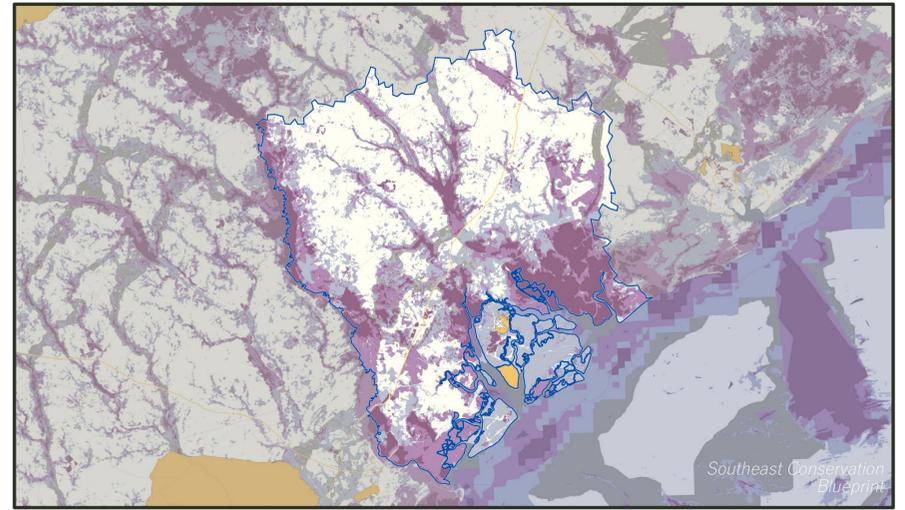
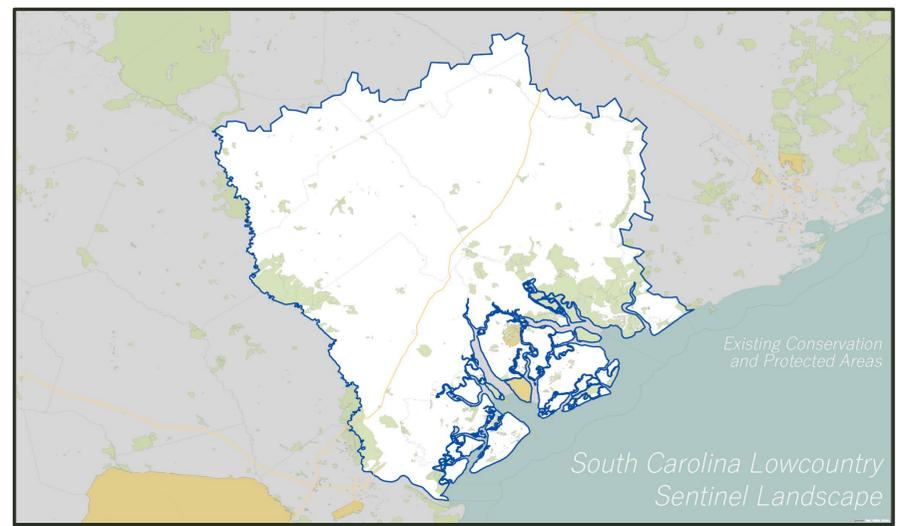
## The Sentinel Landscapes Partnership:

Empower Private Landowners  
Strengthen Military Readiness  
Preserve Natural Resources  
Support Agricultural Productivity  
Increase Access to Recreation



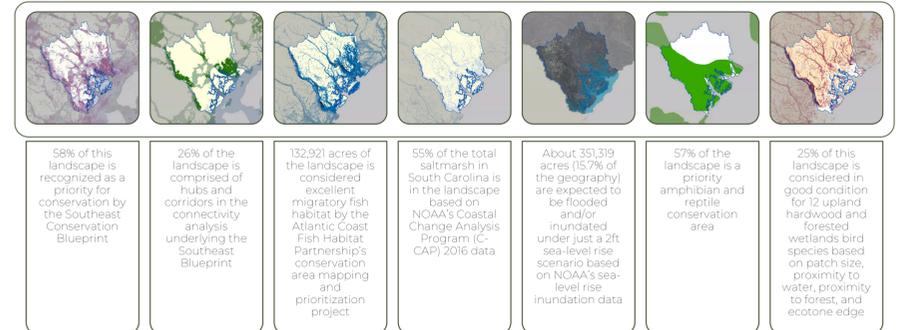
"Where defense, agriculture, and conservation communities work together to empower private landowners"

The Longleaf Alliance is a partner in both Georgia Sentinel Landscape and the newly established Northwest Florida Sentinel Landscape. The Eastern North Carolina Sentinel Landscape also prioritizes longleaf management, and the Avon Park Air Force Range Sentinel Landscape is part of the newly established Heartland Longleaf Local Implementation Team in Central Florida. A South Carolina Sentinel Landscape, the Lowcountry Sentinel Landscape, is under consideration. *Jen Howard*



## U. S. Marine Corps Connection

"What we have come to realize is that well-maintained training areas look a lot like well-maintained habitat. It only makes sense that the Department of Defense would work with its neighbors to ensure that military installations do not become islands of conservation among fragmented habitats. That's the challenge of the Sentinel Landscape program – to provide a unity of effort in the 'spaces between the bases' to create a true landscape effect," said LTC (ret.) Ken Bradley, Georgia Sentinel Landscape Coordinator. *Jen Howard, Steward Terra Comm.*



## Big Picture Conservation in the Lowcountry

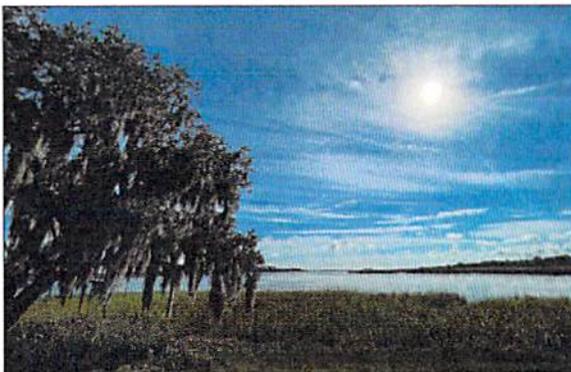
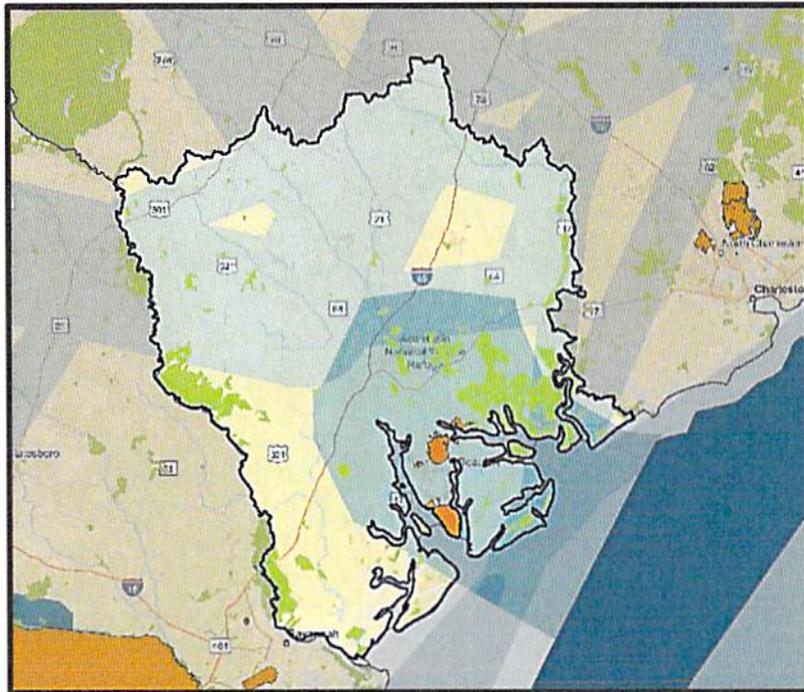


Right to left, top to bottom: Florida Manatee (credit to Biological Services); Black Rail (photo: Catherine Waters); Copher Tortoise (photo: David H. Williams); Roseate Spoonbill (photo: David H. Williams); Planting longleaf pine trees on Parris Island (photo: David H. Williams); Loggerhead Sea Turtle hatchlings (photo: David H. Williams); Eastern Diamondback Rattlesnake (photo: Matthew); Chaffseed (photo: Jen Howard); Canby's Cowbane (photo: Jen Howard); Northern Long-eared Bat (photo: David H. Williams).

# Lowcountry Sentinel Landscape

## Implementation Plan

December 2022



# Table of Contents

- The Sentinel Landscape Partnership .....2**
- Military Installations and Missions.....2**
- Partners in the Lowcountry Sentinel Landscape .....3**
- Overview of the Lowcountry Sentinel Landscape .....5**
- Goals, Strategies, and Actions .....9**
  - Goal 1: Reduce vulnerabilities to climate change by promoting nature-based solutions to restore and/or enhance the inherent resilience of the landscape and protect critical infrastructure. ....10**
  - Goal 2: Protect and enhance ecologically significant areas to support imperiled species. ....14**
  - Goal 3: Protect source water quality and supplies. ....16**
  - Goal 4: Support and protect working farms and forests and ensure equitable access to conservation programs to prevent development that is incompatible with military operations. ....18**
  - Goal 5: Establish and promote the Lowcountry Sentinel Landscape to ensure long-term military readiness. ....22**
- APPENDIX .....24**
  - Table A. Initial stakeholders who contributed to this plan. ....24**

# The Sentinel Landscape Partnership

In 2013, The US Department of Defense (DoD), US Department of Agriculture (USDA), and US Department of Interior (DOI) created the [Sentinel Landscape Partnership](#), a coalition of federal agencies, state and local governments, and non-governmental organizations that work with private landowners around military installations. The purpose of the Partnership is to proactively strengthen military readiness and improve conservation outcomes by working together to achieve common goals such as:

- Protect and maintain working farms and forests to protect military operations from avoid incompatible land uses.
- Equip private landowners to support populations of imperiled species through management and land protection.
- Protect drinking water quality and security for on and off-base populations.
- Create a military and civic landscape resilient to climate change.
- Efficiently deploy taxpayer dollars across the landscape

To date, there are 10 Sentinel Landscapes operating in 9 states (Table 1). Over a half million acres of lands have been permanently protected through this program, and over 2.7 million acres of land have been enrolled in technical assistance programs. In 2021, partners in South Carolina submitted the **Lowcountry Sentinel Landscape** (LSL) application for consideration in the Sentinel Landscapes Partnership program. The proposed Lowcountry Sentinel Landscape was not designated, but partners were encouraged by the Sentinel Landscape Federal Coordinating Committee (SLFCC) to revise and resubmit in 2022. This **initial work plan** is the product of that revision process.

**Table 1.** Current Sentinel Landscapes.

| Sentinel Landscape       | State | Year Established | Acres      |
|--------------------------|-------|------------------|------------|
| Joint Base Lewis McChord | WA    | 2013             | 196,526    |
| Camp Ripley              | MN    | 2015             | 805,000    |
| Fort Huachuca            | AZ    | 2015             | 1,680,895  |
| Middle Chesapeake        | MD    | 2015             | 2,232,563  |
| Avon Park                | FL    | 2016             | 1,700,000  |
| Eastern North Carolina   | NC    | 2016             | 10,990,233 |
| Georgia                  | GA    | 2018             | 6,318,263  |
| Camp Bullis              | TX    | 2022             | 949,744    |
| Northwest Florida        | FL    | 2022             | 7,689,813  |
| Southern Indiana         | IN    | 2022             | 3,546,232  |

## Military Installations and Missions

The Lowcountry Sentinel Landscape (Figure 1) is in the southern portion of coastal South Carolina and encompasses 3 military installations:

1. Marine Corps Air Station Beaufort

2. Marine Corps Recruit Depot (Parris Island)
3. Naval Support Facility Beaufort



The mission of **Marine Corps Air Station Beaufort** ([MCAS-Beaufort](#)) is to continue supporting establishment operations for the 2nd Marine Aircraft Wing, attached II MEF units, and Marine Corps Recruit Depot Parris Island/Eastern Recruiting Region in order to set the conditions for the enduring success of our supported commands and their missions. MCAS Beaufort is the home of the Marine Corps' Atlantic Coast fixed-wing, fighter-attack aircraft assets and hosts the DOD's only F-35B Pilot Training Center.

The mission of **Marine Corps Recruit Depot Parris Island** ([MCRDPI](#)) is to recruit, train, and support U.S. Marines for successful follow-on training and service in the Corps, train enlisted Marines as drill instructors and field staff, and to conduct other schools and training as directed. MCRDPI provides basic training for all female Marine recruits and for male Marine recruits east of the Mississippi River. Since its establishment as a recruit depot, MCRD Parris Island has trained over one million Marines.

The **Naval Support Facility Beaufort** ([NSFB](#)) is the site of Naval Hospital Beaufort that serves both MCAS Beaufort and MCRDPI and is one of only a few hospitals that is within its own complex rather than within a larger base. The hospital provides general medical, surgical, and some specialty care services to all active-duty Navy and Marine Corps personnel as well as retired military personnel and all military dependents residing in the Beaufort area.

These 3 installations are essential for our national military readiness. In addition, they are major economic drivers in the region and the military personnel are valued members of the community. In the South Carolina Military Base Task Force's most recent study (2021), the military presence in Beaufort County accounts for about **\$2.2 billion** in annual economic impact. That figure is supported by 19,240 jobs and \$993.8 million in generated labor income. The resilience and adaptive capacity of the military and Lowcountry are intimately interconnected. The military is actively invested in understanding its impact on the community while preventing encroachment and protecting open spaces for continued operations.

## Partners in the Lowcountry Sentinel Landscape

This initial plan was created for the proposed Lowcountry Sentinel Landscape by a diverse group of partners (Appendix). Development of the plan helped partners identify overlapping goals and strategies and identify how designation as a Sentinel Landscape would benefit the installations in the region and the conservation outcomes. The planning team tried to find the balance between having enough stakeholders to capture the opportunities and priorities in the landscape, without being overwhelmed

by coordinating an excessively large group for the application phase. We recognize that additional partners and stakeholders will need to be engaged if the Lowcountry Sentinel Landscape is designated. Therefore this work plan is a living document will be updated as needed by the Sentinel Landscape Coordinator with the assistance of the Steering Committee and partners.

**Engaged and potential partners:**

- ACE Basin National Estuarine Research Reserve
- ACE Basin Task Force
- ACE-SOLO Longleaf Partnership
- Beaufort Rural and Critical Lands Program
- Center for Heirs Property
- County and local governments
- Ducks Unlimited
- Georgia Sentinel Landscape
- Lowcountry Open Land Trust
- National Park Service
- Natural Resources Conservation Service
- Nemours Wildlife Foundation
- Open Land Trust
- Open Space Institute
- Port Royal Sound Foundation
- Savannah River Clean Water Fund
- SC Conservation Bank
- SC Department of Natural Resources
- SC Forestry Commission
- SC Office of Resilience
- SC State Parks
- Soil and Water Conservation Districts
- SOLO Task Force
- South Atlantic Saltmarsh Initiative
- Southeast Conservation Adaptation Strategy
- The Longleaf Alliance
- The Nature Conservancy
- US Fish and Wildlife Service
- US Forest Service
- US Marine Corps
- US Navy

## Overview of the Lowcountry Sentinel Landscape

The Lowcountry Sentinel Landscape (LSL) encompasses 2,241,474 acres in the southeastern corner of South Carolina. The landscape covers the entirety of Beaufort, Colleton, Jasper, and Hampton counties, as well as portions of Allendale, Bamberg, Orangeburg, Dorchester, and Charleston counties (Figure 1).

The LSL is bounded by the Atlantic Ocean to the southeast and the Savannah River to the west, where it adjoins the Georgia Sentinel Landscape. The Savannah River supplies drinking water for all DoD installations and 500,000+ residents in both South Carolina and Georgia. The northern extent is defined by watershed boundaries (HUC10) and is designed to encompass large tracts of land with documented populations of imperiled species associated with longleaf pine forests, as well as large forest blocks that have the potential to be restored. The eastern boundary is defined by the Edisto River watershed (HUC10), the longest free-flowing blackwater river in North America. Approximately 77% of the landscape overlaps with the military mission footprint, which includes the military installations, ranges, training areas, special use airspaces, and training routes.

This region is experiencing rapid population growth and development, especially in Beaufort and Jasper Counties. The most recent 2020 Census reported growth across South Carolina at 10.8% over ten years: Beaufort and Jasper topped that between with 18.4% and 21.3% growth respectively. Incompatible development is one of the main encroachment threats to all landscape military operations as it degrades or has the potential to degrade the military's capability to conduct current and future military testing, training, and general mission activities. The conversion of traditional working farms and forests into residential areas can have direct and indirect impacts on installations through several traditional encroachment factors. Development pressures and urbanization create concerns about incompatible noise, incompatible wind energy development, tall structures, safety concerns in approach and departure corridors, limitations on night training, and other encroachment concerns. Smoke, dust, or other obscurant-generating activities are often incompatible with mission activities as well.

Land use conversion also removes potential habitat and corridors for priority habitats and species. This can cause additional legal restrictions on military training if threatened or endangered species are negatively impacted and/or forced to move onto the installation or within training areas. The preservation of habitat off base can eliminate or relieve current or anticipated restrictions. Development in rural areas also increases challenges with conducting prescribed burning because of potential smoke management conflicts. Because most imperiled terrestrial species in the Southeast depend upon frequent low-intensity fires, maintaining the ability to burn safely is essential for maintaining habitat quality and minimizing potential impacts to military training. Conversion of regional forests into development also threatens drinking water quality security and increases pollution into the estuary through runoff. Changing weather and climate patterns such as severe weather, natural disasters, coastal erosion, sea level rise, wildfires, increased extreme heat days, changes in drinking water supply, and changes in stream flow and timing can compound existing encroachment factors and mission constraints.

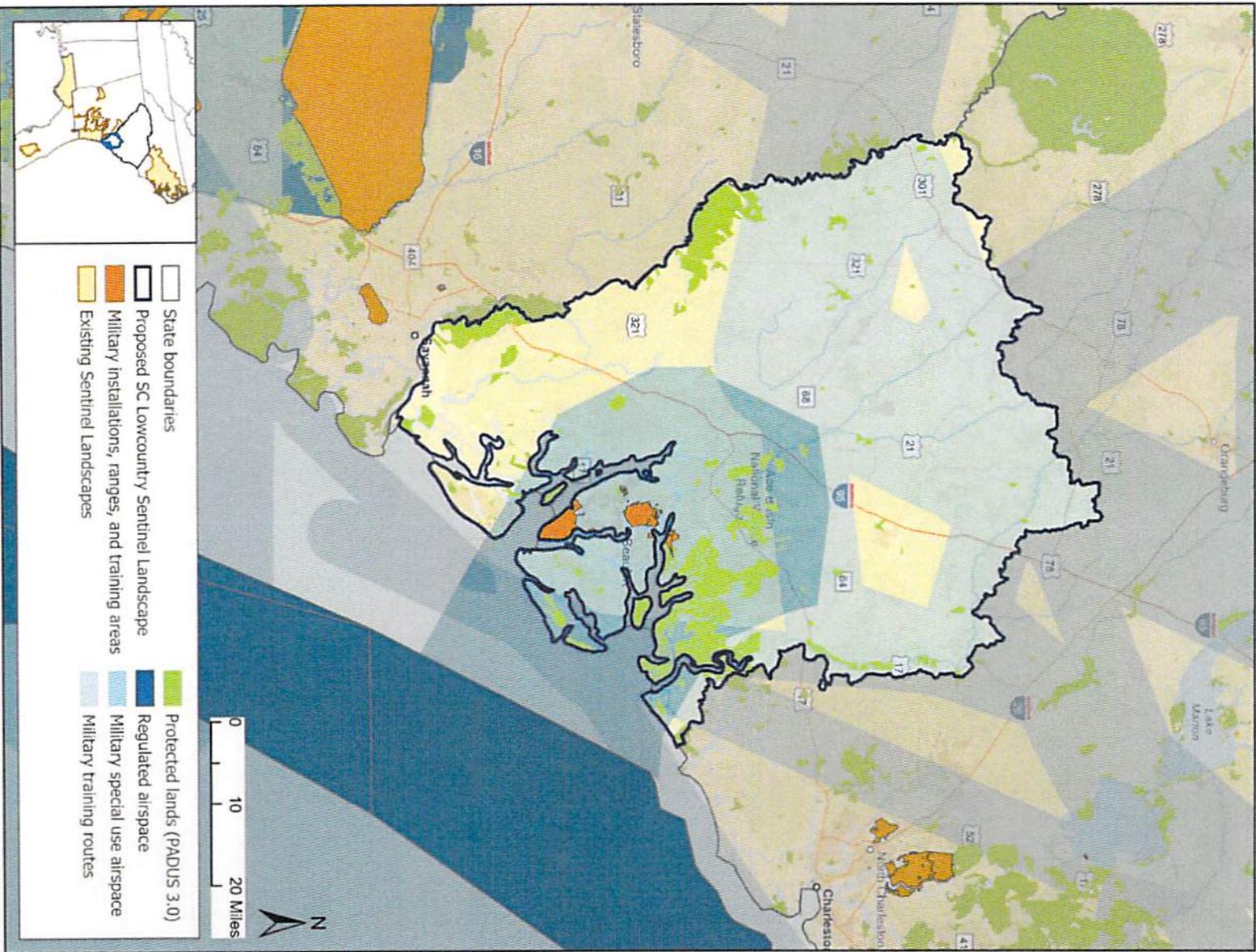
In addition, climate change creates unique challenges to coastal communities and DoD properties. Over 50% of the salt marsh in South Carolina exists within this LSL Boundary, which also includes the Port Royal Sound watershed. Although coastal wetlands offer natural protection, this natural infrastructure is disappearing at an increasing rate in the South Carolina Lowcountry because of sea level rise and unsuitable inland marsh migration routes (e.g., development and hardened infrastructure that prevent

inward ecological succession). The increase in flooding from sea level rise and changing weather patterns, such as large rainfall events, stresses military and community infrastructure and could severely impact mission critical facilities, military operations, and training. Protecting water to maintain extensive healthy salt marsh estuaries of the landscape can prevent sea level rise and flooding impacts to roadways, stormwater utilities, open lands, and local military property in the short term, and protect longevity of critical infrastructure, water and sewer utilities, and rural and suburban development areas in the long term.

Within this LSL boundary, key habitats and ecosystems provide services and support to DoD installations and regional communities. Priority areas identified in the [Southeast Conservation Blueprint](#) are shown in Figure 2. A more detailed analysis of the Blueprint can be found in the Appendix.

Highlights of this analysis include:

- 58% of this landscape is recognized as a priority for conservation by the Southeast Conservation Blueprint (v2022).
- 26% of the landscape is comprised of hubs and corridors in the connectivity analysis underlying the Southeast Blueprint.
- 132,921 acres of the landscape is considered excellent migratory fish habitat by the Atlantic Coast Fish Habitat Partnership's fish habitat conservation area mapping and prioritization project .
- 55% (184,760) of the total saltmarsh in South Carolina is in the landscape based on NOAA's Coastal Change Analysis Program (C-CAP) 2016 data.
- Based on NOAA sea-level rise inundation data, about 351,319 acres (15.7% of the geography) are expected to be flooded and/or inundated under just a 2ft sea-level rise scenario based on NOAA's sea-level rise inundation data.
- 57% of the landscape is a priority amphibian and reptile conservation area.
- 25% of this landscape is considered in good condition for twelve upland hardwood and forested wetlands bird species (wood thrush, whip-poor-will, American woodcock, red-headed woodpecker, Chuck-will's widow, hooded warbler, Kentucky warbler, Acadian flycatcher, Northern parula, black-throated green warbler, prothonotary warbler, Swainson's warbler) based on patch size and other ecosystem characteristics such as proximity to water and proximity to forest and ecotone edge.



**Figure 1.** Proposed Lowcountry Sentinel Landscape Boundary. The inset map shows the relationship to other military training routes.

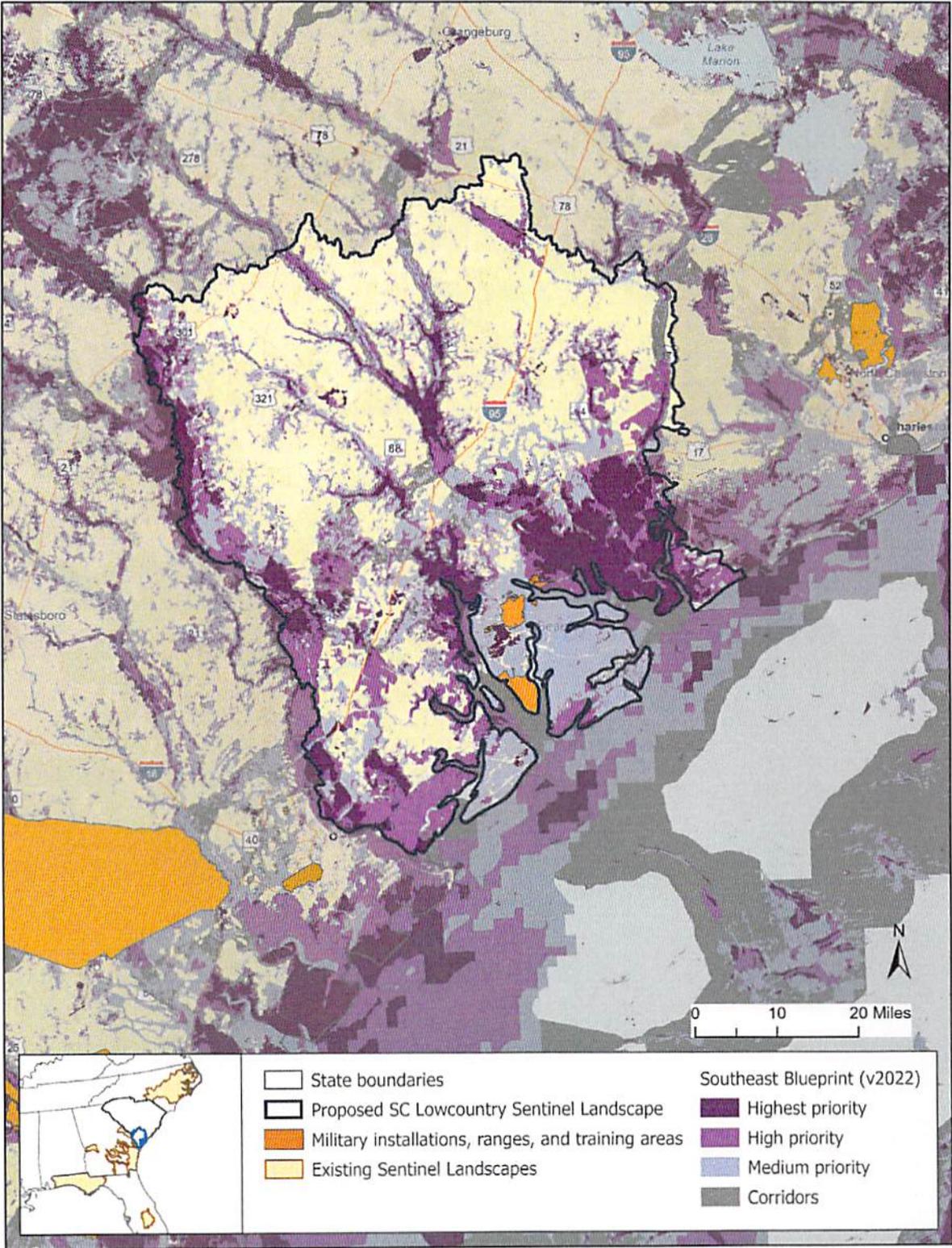


Figure 2. Priority areas for conservation within the proposed Lowcountry Sentinel Landscape. From Southeast Conservation Blueprint.

# Goals, Strategies, and Actions

The Lowcountry Sentinel Landscape team has identified **5 Goals** (numbered for organization, not priority):

- 1. Reduce vulnerabilities to climate change by promoting nature-based solutions to restore and/or enhance the inherent resilience of the landscape and protect critical infrastructure.
- 2. Protect and enhance ecologically significant areas to support imperiled species.
- 3. Protect source water quality and supplies.
- 4. Support and protect working farms and forests to ensure equitable access to conservation programs to prevent development that is incompatible with military operations.
- 5. Establish and promote the Lowcountry Sentinel Landscape to ensure long-term military readiness.

Within each **goal**, we have identified one or more **strategies** (Figure 3). Each strategy has specific **actions** identified and an initial period for execution. The year corresponds to the number of years after designation as a Sentinel Landscape and subsequent hiring of a Coordinator. Each strategy will have a leader, who will serve as the project manager. The Strategy leader will refine the necessary actions within that strategy and may create a more detailed work plan if necessary. The strategy leader will keep the Sentinel Landscape Coordinator and Steering Committee up to date on progress.

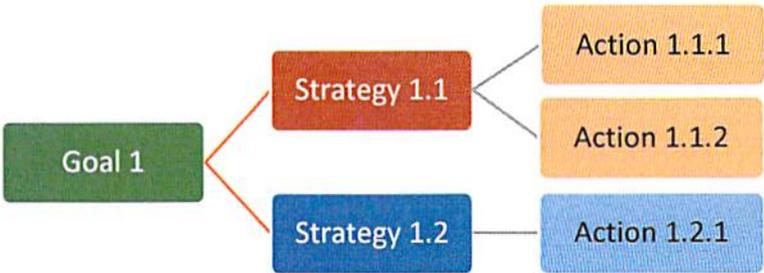


Figure 3. Organization and numbering of Goals, Strategies, and Actions

We recognize the overlapping nature of some strategies and actions. The Sentinel Landscape Coordinator and strategy leaders will communicate frequently and work together to avoid duplication of efforts and increase efficiency. The goals, strategies, and actions will be updated as needed by the Steering Committee. Additional work will be needed to create metrics to monitor progress (e.g. SMART objectives).

**Goal 1: Reduce vulnerabilities to climate change by promoting nature-based solutions to restore and/or enhance the inherent resilience of the landscape and protect critical infrastructure.**

Climate change poses unique challenges to coastal DoD installations, including Marine Corps Air Station Beaufort (MCAS), Marine Corps Recruit Depot Parris Island (MCRD), and Naval Support Facility Beaufort (Naval Hospital Beaufort) in the Lowcountry Sentinel Landscape. Coastal regions benefit, to a large degree, from the ecological services provided by coastal wetlands. This natural infrastructure is disappearing at an alarming rate in the South Carolina Lowcountry due to sea level rise, development patterns, and unsuitable inland marsh migration corridors. Increased flooding associated with sea level rise and changing weather patterns, such as large rainfall events, stresses military and community infrastructure and severely impacts mission critical facilities, military operations, and training at coastal installations. The strategies within this goal are focused on identifying and implementing proactive solutions to flooding and identifying, protecting, and managing areas to facilitate inland marsh migration and reinforce critical infrastructure protections.

Long-term desired outcomes:

- Natural infrastructure is protected, implemented, and enhanced around military installations, safe-guarding mission-critical areas and infrastructure from weather events and flooding.
- Uplands are protected in key areas to preserve inland marsh-migration routes.

**Strategy 1.1: Living Shorelines**

Living shorelines, such as oyster reefs, prevent shoreline erosion and facilitate the establishment of natural marsh vegetation by slowing wave action and trapping sediment. The result is a nature-based solution that can protect natural and built communities from coastal storms, provide habitat for critical fish and bird species, and filter water to improve water quality.

| ID    | Action   | Result(s)  | Year |  |  |  |
|-------|--|--|------|--|--|--|
|       |  |  |      |  |  |  |
| 1.1.1 | Identify where living shorelines are suitable on and around installations to reduce threats to assets and capacity to train. | Map of potential project areas and accompanying report. (Possibly combined with 1.3.3) |      |  |  |  |
| 1.1.2 | Find and apply for funding to permit and construct living shorelines.  | Permits and funding are secured  |      |  |  |  |

|       |  |   |  |  |  |  |  |
|-------|--|---|--|--|--|--|--|
| 1.1.3 | Construct a living shoreline in the area with the highest potential impact to protect critical infrastructure to maintain national security. | At least one functional living shoreline is installed on or near DoD installation |  |  |  |  |  |
| 1.1.4 | Monitor success and repair or adjust actions as needed or appropriate.   | Ongoing maintenance and metrics will inform current and future success.           |  |  |  |  |  |

**Strategy 1.2: Thin Layer Placement**

Thin layer placement involves using dredged material in a beneficial manner by applying the sediment thinly on a degraded marsh to increase elevation and encourage the regrowth of marsh to prevent the loss of habitat from rising sea levels or storms.

| ID    | Action   | Result(s)  | Year |  |  |  |  |
|-------|--|--|------|--|--|--|--|
|       |  |  |      |  |  |  |  |
| 1.2.1 | Develop information and partnerships to streamline beneficial use/thin layer placement (TLP) process and permitting. Prioritize locations where TLP may be used. | Map and site selection information and accompanying documentation. Partnerships for permitting and comparable material sources are identified. |      |  |  |  |  |
| 1.2.2 | Find and apply for funding.  | Funding is secured.  |      |  |  |  |  |
| 1.2.3 | Pilot beneficial TLP project.  | One local TLP project is underway.   |      |  |  |  |  |
| 1.1.4 | Monitor success and repair or adjust actions as needed or appropriate.   | Ongoing maintenance and metrics will inform current and future success.  |      |  |  |  |  |

**Strategy 1.3: Facilitate marsh migration where appropriate**

Coastal wetlands naturally migrate inland into low-lying areas over time with rising ocean levels. This cyclic process is hindered when infrastructure such as roads, buildings, sea walls, utilities, and undersized water conveyance structures prevent the natural transition of habitats.

This strategy is focused on protecting important inland migration routes to relieve flooding, reduce the loss of habitat, and prevent future problems by limiting inappropriate infrastructure in these transition areas.

| ID    | Action   | Result(s)  | Year |  |  |  |  |
|-------|--|--|------|--|--|--|--|
|       |  |  |      |  |  |  |  |
| 1.3.1 | Identify important marsh migration corridors within the landscape boundary to prevent loss of coastal wetlands and identify land protection targets.   | GIS data created and integrated into overall priority land protection file.  |      |  |  |  |  |
| 1.3.2 | Protect properties through acquisitions and easements that are in key marsh migration areas.   | Funding is secured and properties are protected.   |      |  |  |  |  |
| 1.3.3 | On and near military installations, identify areas where potential future wetland migration is desirable. Evaluate the flood risk of open spaces and public properties that are underutilized to evaluate opportunities for flood mitigation projects.   | Map of potential project areas and accompanying documentation. (Possibly combined with 1.1.1)                            |      |  |  |  |  |
| 1.3.4 | Develop forestry management plans (FMP) on and near military installations that rely on natural regeneration to transition from pine stands to better-adapted forest (e.g., diverse species composition, age and stand structure, maritime forest hardwood species, and/or longleaf pine) to replace forested training areas lost to habitat transition. | FMP endorsement by installation and integrated into installation Integrated Natural Resources Management Plans (INRMPs). |      |  |  |  |  |
| 1.3.5 | Find and apply for funding (if needed) for forest management.  | Funding is secured   |      |  |  |  |  |
| 1.3.6 | Implement forest management recommendations.   | Forest management projects are implemented   |      |  |  |  |  |

**Strategy 1.4. Innovative ideas and opportunities**

| ID    | Action   | Result(s)  | Year |  |  |  |  |
|-------|--|--|------|--|--|--|--|
|       |  |  |      |  |  |  |  |
| 1.4.1 | Research and advocate for new opportunities for natural infrastructure to improve coastal resilience and water quality.  | TBD  |      |  |  |  |  |
| 1.4.2 | Include natural/green infrastructure in new Military Construction projects to enhance resilience, incorporate into base master plan.   | Minimized footprint and reliance on community resources during and after flooding events |      |  |  |  |  |
| 1.4.3 | Coordinate with local universities and other research entities involved with the science of climate change to determine potential future impacts and integrate resiliency strategies into long-term planning of infrastructure, including protection or restoration of coastal wetlands that provide protective ecosystem services from storm surge impacts. | TBD  |      |  |  |  |  |

## Goal 2: Protect and enhance ecologically significant areas to support imperiled species.

The Lowcountry Sentinel Landscape connects two major conservation focus areas: the Ashepoo-Combahee-Edisto (ACE) Basin to the north and the Savannah River corridor to the south. The proposed Lowcountry Sentinel Landscape also represents a significant landscape for regional conservation efforts. Almost 60% of the geography is recognized by the Southeast Blueprint (v2022) as a priority where conservation actions would make the biggest impact, based on natural and cultural resource indicators, towards connecting the lands and waters of the Southeast. More than 2,000 conservation practitioners from 500 different organizations have actively participated in developing the Southeast Blueprint. There are also at least 16 federally threatened or endangered species present in this geography as well as numerous species that are at-risk or of concern at the state level. In addition, migratory birds, such as the American bald eagle, are found throughout the landscape inhabiting the various upland and wetland habitats found within these counties. As climate change continues, it is likely that the northernmost range boundaries of other protected or sensitive species may expand into the landscape and establish populations in the area. Imperiled species in the landscape often are found in fire-adapted longleaf pine and coastal forests and include, but are not limited to, eastern diamondback rattlesnakes, red-cockaded woodpeckers, flatwoods salamanders, gopher frogs, and gopher tortoises. The strategies in this goal are focused on protecting known populations of imperiled species and improving habitats off installations to minimize impacts on military training on the installations within this landscape as well as other southeastern DoD installations.

### Long-term desired outcomes:

- Imperiled species in the Sentinel Landscape are increasing in numbers and are protected.
- Military training does not negatively impact imperiled species.
- Imperiled species do not impact military training.

### **Strategy 2.1: Locate and protect imperiled species**

We will identify documented locations where imperiled species exist to target land protection and enhancement projects. For example, along the Savannah River and its associated floodplain, at least 7 aquatic species of greatest conservation need (SGCN) have been observed. These imperiled aquatic species are identified in State Wildlife Action Plans as most in need of conservation action. Currently, many portions of the Savannah River are considered as excellent fish habitat based on metrics that include water quality, aquatic connectivity, habitat fragmentation, flow alteration, and more. Areas that are considered as excellent fish habitat currently face few threats and can, with management, continue to provide important habitat for imperiled species.

| ID    | Action  | Result(s)   | Year |  |  |  |  |
|-------|---|---|------|--|--|--|--|
| 2.1.1 | Use GIS to identify priority locations for imperiled species and habitats in the landscape including habitat corridors between population locations.  | GIS data created and integrated into overall priority land protection file. Real estate analysis shared with GA Sentinel Landscape and Townsend bombing range |      |  |  |  |  |
| 2.1.2 | Protect strategic properties through acquisition or with an easement.   | Funding is secured and properties are protected.  |      |  |  |  |  |
| 2.1.3 | Identify imperiled wildlife and plants on and around the installations and under the military training routes. Prioritize species listed in installations Integrated Natural Resources Management Plans (INRMPs). Develop management recommendations to enhance populations and prevent encroachment into training areas. | Map of imperiled species and accompanying report produced for each installation. Eventual update INRMP to manage protected species for long term.             |      |  |  |  |  |
| 2.1.4 | Survey for new populations of targeted imperiled species on private lands. Possibly developing incentives to encourage participation.   | TBD   |      |  |  |  |  |

**Strategy 2.2: Enhance off-base habitat for rare species**

Habitat can be improved to increase the populations of imperiled species. These projects may include implementing prescribed fire, planting longleaf pine, controlling midstory hardwoods in longleaf pine forests, supporting the migration of wetland habitats and their connectivity to uplands, and removing invasive species. Incentive programs and technical support can reduce the burden on landowners.

| ID    | Action  | Result(s) | Year |  |  |  |  |
|-------|---|-----------|------|--|--|--|--|
| 2.2.1 | Enhance habitat off the installation such that if relocation is necessary, protected lands capable of providing habitat for key species exist. This strategy needs more development. Can adopt some goals of ACE-SOLO longleaf initiative, gopher tortoises, etc. | TBD       |      |  |  |  |  |

Goal 3: Protect source water quality and supplies.

The Savannah River is the primary drinking water source for over a half million residents in South Carolina and Georgia, including the DoD installations in the Lowcountry Sentinel Landscape and the surrounding communities. Water utilities, businesses, and conservation partners have created the Savannah River Clean Water Fund (SRCWF) to help keep forests intact in the lower Savannah watershed to prevent future water quality problems. Currently, much of the estimated floodplain and riparian areas for the Savannah River, and many of the rivers in the proposed Lowcountry Sentinel Landscape, have greater than 90% natural habitat. High amounts of natural habitat along riparian buffers is strongly linked to water quality and instream flow. Specific tracts of land have already been prioritized for protection and restoration to help maintain long-term water quality and security in the Savannah basin.

Long-term desired outcomes:

- Two-thirds of the forests in the lower Savannah watershed are protected for drinking water, including the Beaufort-Jasper Water Sewer Authority (BJWSA) service canal.
- Groundwater and sewer issues in the region are minimized by coordinated planning.

**Strategy 3.1: Protect source water**

Protecting and restoring lands and forests critical to water sources in key locations prevents future water quality and security problems and keeps water treatment affordable. DoD funding can be used to leverage private, local, and state funding to protect healthy watersheds while providing habitat for imperiled species. Beaufort-Jasper Water Sewer Authority (BJWSA) infrastructure provides water resources to both the installations and the community where employees and service members reside. Protecting the integrity of that infrastructure from potential increased flooding due to weather events and sea level rise is critical to mission sustainment.

| ID    | Action  | Result(s)  | Year |  |  |  |  |
|-------|---|--|------|--|--|--|--|
| 3.1.1 | Integrate Savannah River Clean Water Fund (SRCWF) drinking water protection model into prioritization model for land protection and restoration | GIS data integrated to identify specific properties and acreage metrics. |      |  |  |  |  |

|       |   |  |  |  |  |  |
|-------|---|--|--|--|--|--|
| 3.1.2 | Investigate funding mechanisms for land protection. Protect strategic properties through acquisition or with an easement.   | Funding is secured and properties are protected.   |  |  |  |  |
| 3.1.3 | Protect drinking water infrastructure in the landscape from anticipated effects of erosion and sea level rise (SLR). Use SLR models to identify increasingly vulnerable areas from the Military Installation Resilience Review (MIRR) baseline over time. | Complete the projects identified in MIRR.  |  |  |  |  |
| 3.1.4 | Prevent reaching sewer capacity in vulnerable areas.  | Complete the projects identified in MIRR. Ensuring capacity for water users includes coordinating with land use planning efforts to protect BJWSA water canal, site locations for pump stations, ensure water quantity can keep pace with growth projections.  |  |  |  |  |
| 3.1.5 | Reduce threat of saltwater intrusion in vulnerable areas.   | Complete the projects identified in Military Installation Resilience Review, MIRR. On agricultural St Helena, this includes monitoring groundwater use and balancing user demands. We recommend prioritizing water for continued agricultural use on the island and that means coordinating with land use planning efforts to balance demands from other competitive water users (extensive commercial/industrial users, etc). |  |  |  |  |

## Goal 4: Support and protect working farms and forests and ensure equitable access to conservation programs to prevent development that is incompatible with military operations.

The Lowcountry is experiencing rapid population growth and land conversion. This rapid growth challenges military training operations by changing the land uses around installations, putting pressure on natural resources, and limiting the opportunities of landowners of working lands. Large tracts of farm and forest land, if unprotected, are threatened by development pressure and often subdivided or converted to residential uses. Smaller tracts of land are similarly threatened, and landowners are pressured to subdivide, sell, or convert their land as the urban area continues to expand. Land conversion and land retention stressors are most felt in the urban-adjacent areas where development pressure is increasing; this includes St Helena, Burton, Okatie and Gillisonville. In more rural areas, lack of economic development opportunities continue to challenge the community and certain new industries to the area are often not compatible with historic rural uses. Of the 75 census tracts that intersect with the proposed Lowcountry Sentinel Landscape, 15 census tracts are considered in the top 75<sup>th</sup> percentile for social vulnerability as identified by the Center for Disease Control's Social Vulnerability Index. Historically under-served producers, such as BIPOC farmers, may not be aware of or have access to programs that can help them remain on the land. Increased research and studies, as well as expanded education and outreach efforts will further support continued compatible farming and forestry operations on significant parcels of all sizes to prevent encroachment issues and protect DoD training routes.

### Long-term desired outcomes:

- There are no impacts to the military mission from incompatible land use, thus allowing the installations to continue operating unrestricted in the region.
- Working farms and forests continue and thrive in the landscape.
- All landowners have equitable access to conservation programs.

### **Strategy 4.1: Protect working farms and forests**

Land protection through acquisitions and easements remains a highly effective strategy to keep working and conservation lands intact. DoD funding can be used to help leverage existing grants from local, state, and federal sources. In addition, new incentives may be created to encourage the protection of working farms. The land protection prioritization model (4.1.2) incorporates properties that have the potential to encroach on DoD training as well as those identified in Goals 1-3 (marsh migration, species of concern, drinking water).

| ID    | Action   | Result(s)  | Year |  |  |  |
|-------|--|--|------|--|--|--|
| 4.1.1 | Identify working lands for protection that have the potential to negatively impact military mission if they are developed. Create soils map of settlement communities and target land protection in those areas that are productive for farming or timber operations.  | Priority working lands are identified                                    |      |  |  |  |
| 4.1.2 | Integrate all conservation targets (goals 1-4) into a land protection prioritization model for the Sentinel landscape. Establish overall targets (acreage, percent) as measures of success.  | GIS layer and report. Specific targets (acres) identified for all goals. |      |  |  |  |
| 4.1.3 | Organize, establish, and enact statewide support for protecting working landscapes. This will include supporting the existing and successful State Conservation Bank, Floodwater Commission, US Forest Service Forest Legacy Program, and state agencies to protect working lands, create incentives beyond the agricultural tax exemption for working farms, and limit land conversion from farm/forests to other. NRCS has the option to create a separate funding pool for Sentinel Landscape applicants. | TBD  |      |  |  |  |
| 4.1.4 | Protect strategic working lands through acquisition or with an easement to prevent conversion to non-compatible uses.  | Funding is secured and properties are protected.                         |      |  |  |  |

**Strategy 4.2: Enroll under-served communities in conservation programs**

Financial assistance programs are available to landowners to improve water quality, restore habitats, and invest in agricultural practices. These programs will be prioritized to achieve Sentinel Landscape goals.

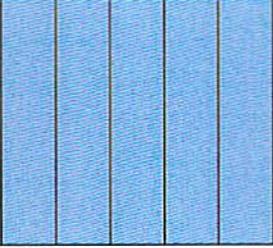
| ID    | Action   | Result(s)   | Year |  |  |  |
|-------|--|---|------|--|--|--|
| 4.2.1 | Develop strategies to engage BIPOC producers and under-served communities. Enroll landowners in outreach programs. | A goal of 25 Landowners participate in outreach programs each year with a 25% increase each year. |      |  |  |  |

|       |   |   |  |  |  |  |  |
|-------|---|---|--|--|--|--|--|
| 4.2.2 | Increase total applicants for EQIP grants funded from the region by 5 percent. This will involve an increase in marketing and outreach, as well as increase in technical assistance to ensure that farm and forestland owners are considering necessary practices that will increase their application ranking scores and improve likelihood of funding. Incorporate resilience planning and water quality BMPs on working farm and forestland. | Increase in EQIP applications funded to 63%, currently around 58% approved for funding which is average for the State.                            |  |  |  |  |  |
| 4.2.3 | Increase access to conservation and economic resources in historically under-served communities by working with heirs' property owners and partners to clear title issues and resolve barriers to access federal, state and local agricultural and conservation resources.  | Through partnership programs, complete 10 wills clinics and enroll 25 landowners with education and technical assistance for landowners annually. |  |  |  |  |  |

**Strategy 4.3. Innovative ideas and opportunities**

There may be additional opportunities – besides land conservation- to create new programs and incentives to keep working farms and forests viable.

| ID    | Action   | Result(s)  | Year |  |  |  |  |
|-------|--|--|------|--|--|--|--|
| 4.3.1 | Research and advocate for new policy incentives that could reduce the tax burden on working lands if placed in a "conservation district" (e.g. GA conservation district policy). | TBD  |      |  |  |  |  |
| 4.3.2 | Identify market needs (sawmills, ag co-ops, food hubs) and other missing links to make working lands profitable and sustainable.   | Report(s) focused on opportunities in agriculture and forestry with economic analysis completed. |      |  |  |  |  |

|       |   |   |   |
|-------|---|---|---|
| 4.3.3 | Implement market-based strategies focus on purchasing landowners' products and services. An example of this approach is the Food and Fuel for the Forces (FF4F) program, which seeks to provide revenue for farmers that can continue to support compatible landscapes. Other ecosystem service credits, including climate smart forestry are possible. | Work with partners like Gullah Farmers' Cooperative to implement this initiative at mess halls at bases.<br><br>Market based forces compel land protection and management practices |  |
|-------|---|---|---|

Goal 5: Establish and promote the Lowcountry Sentinel Landscape to ensure long-term military readiness.

The Lowcountry Sentinel Landscape Partnership is an unknown entity in South Carolina. The focus of this goal is to establish, promote, and ensure the longstanding success of the Partnership and its efforts through state and regional integration and alignment with appropriate governmental and nongovernmental organizations and initiatives.

Long-term desired outcomes:

- The Lowcountry Sentinel Landscape is established and operates efficiently and effectively.
- Military readiness is maintained.

**Strategy 5.1. Launch and sustain the Sentinel Landscape**

| ID    | Action  | Result(s)  | Year |  |  |  |  |
|-------|---|--|------|--|--|--|--|
|       |   |  |      |  |  |  |  |
| 5.1.1 | Draft a position description and hire a Lowcountry Sentinel Landscape Coordinator.  | Coordinator is hired   |      |  |  |  |  |
| 5.1.2 | Create a diverse and representative Steering Committee and designate POCs for strategies. Refine strategic and operational plan.  | Steering committee is formed and working to move plan forward.   |      |  |  |  |  |
| 5.1.3 | Create a logo and web site.   | A logo is created and a web presence exists.   |      |  |  |  |  |
| 5.1.4 | Develop a communications plan to address multiple tiers of internal and external stakeholders to ensure their awareness and involvement in LSL activities as appropriate. | Plan includes:<br>- DOD installations<br>- Local, State, and Federal Government officials and organizations/commissions<br>- Local, State, and Federal nongovernmental organizations.<br>- Other initiatives |      |  |  |  |  |
| 5.1.5 | Create and make available educational materials to individuals on how Sentinel Landscapes programs  | - One pager/white paper describing the Sentinel Landscape available in hard copy   |      |  |  |  |  |

|       |  |   |  |  |  |  |
|-------|--|---|--|--|--|--|
|       | deliver benefits to both rural and urban citizens (e.g. Create public information documents - such as a white paper, articles, a website, conduct workshops/ meetings, etc.)   | and on the website. Timely and accurate information is readily available to the public for appropriate forums and on all appropriate media.   |  |  |  |  |
| 5.1.6 | Coordinate with state agencies and funders that support military operations/issues, as well as other non-conservation focused organizations that may have overlapping interests. This includes Department of Veterans Affairs (and Military Base Task Force). This can in the future include other military installations statewide, including the MAJIC area. | <ul style="list-style-type: none"> <li>- Expand network of other SC or regional military installations and efforts to coordinate legislative and state support and needs.</li> <li>- Opens up encroachment partnering opportunities.</li> </ul> |  |  |  |  |
| 5.1.8 | Work with the Regional Commissions to establish a process for incorporating LSL goals into each county's Comprehensive Plan.   | <ul style="list-style-type: none"> <li>- Sentinel Landscape goals are more concretely ingrained in county planning and goals are aligned to ensure additional support and advocacy.</li> </ul>  |  |  |  |  |

## APPENDIX

Table A. Initial stakeholders who contributed to this plan.

| Name              | Organization   | Title                                      | Email                        |
|-------------------|--|--|------------------------------|
| Steve Patterson   | Center for Heirs Property Preservation                         | Director of Forestry Services              | spatterson@heirsproperty.org |
| Laurel Rhoten     | Marine Corps Air Station Beaufort                              | Realty Specialist                          | laurel.rhoten@usmc.mil       |
| Mary Ryan Krieger | Marine Corps Air Station Beaufort                              | Deputy Community Plans and Liaison Officer | mary.krieger@usmc.mil        |
| John Holloway     | Marine Corps Recruit Depot                                     | Natural Resources Manager                  | john.d.holloway@usmc.mil     |
| Tracey Spencer    | Marine Corps Recruit Depot                                     | Environmental Director                     | tracey.spencer@usmc.mil      |
| Sylvia Harris     | Natural Resources Conservation Service                         | State Biologist                            | sylvia.harris2@usda.gov      |
| Terry Kelly       | Natural Resources Conservation Service                         | State Resource Conservationist             | terry.kelly@usda.gov         |
| Kate Schaefer     | Open Land Trust  | Director of Land Protection                | kate@openlandtrust.com       |
| Marc Cribb        | SC Association of Conservation Districts                       | SCACD Liaison                              | 3scacd@gmail.com             |
| Anna Smith        | SC Department of Natural Resources                             | State Wildlife Action Plan Coordinator     | smithah@dnr.sc.gov           |
| Calvin Bailey     | SC Forestry Commission   | Regional Forester                          | cbailey@scfc.gov             |
| Louise Vaughn     | Southeast Conservation Adaptation Strategy                     | Blueprint User Support Specialist          | louise_vaughn@fws.gov        |
| Addie Thornton    | Southeast Regional Partnership for Planning and Sustainability | SERPAS Coordinator                         | addie.thornton@ag.tamu.edu   |
| Lisa Lord         | The Longleaf Alliance  | Conservation Programs Manager              | lisa@longleafalliance.org    |
| David Bishop      | The Nature Conservancy   | Coastal and Midlands Conservation Director | dbishop@tnc.org              |
| Liz Fly           | The Nature Conservancy   | Marine Conservation Director               | elizabeth.fly@tnc.org        |
| Mark Caldwell     | US Fish and Wildlife Service                                   | Deputy Field Supervisor                    | mark_caldwell@fws.gov        |
| Tom McCoy         | US Fish and Wildlife Service                                   | Field Supervisor                           | thomas_mccoy@fws.gov         |



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

|   |
|---|
| <b>ITEM TITLE:</b>  |
| <b>TEXT AMENDMENT TO COMMUNITY DEVELOPMENT CODE (“CDC”) APPENDIX B: - THE DAUFUSKIE ISLAND COMMUNITY DEVELOPMENT CODE, TO AMEND DIVISION B.3, SECTION B.3.20 (CONSOLIDATED LAND USE TABLE AND LAND USE DEFINITIONS), AND TO ADD A NEW SECTION B.3.30 (OTHER STANDARDS) AND A NEW SUB-SECTION B.3.30.A (SHORT-TERM RENTAL) TO ALLOW THE USAGE OF SHORT-TERM RENTALS AS A SPECIAL USE IN D2 RURAL, D2R-CP (RURAL-CONVENTIONALLY PLATTED), D2R-GH (RURAL-GULLAH HERITAGE), AND D3 GENERAL NEIGHBORHOOD, AND A PERMITTED USE IN D4 MIXED USE, D5 VILLAGE CENTER, AND D5 GENERAL COMMERCIAL.</b>   |
| <b>MEETING NAME AND DATE:</b>   |
| <i>Community Services and Land Use Committee Meeting, April 10, 2023</i>  |
| <b>PRESENTER INFORMATION:</b>   |
| <i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning<br/>(10 minutes needed for item discussion)</i>   |
| <b>ITEM BACKGROUND:</b>   |
| <i>In December of 2022, The Daufuskie Island Council finished forming their proposed Short-Term Rental standards. The Council presented its proposal to the County’s Planning Department. The Planning Department has reviewed the standards along with the Daufuskie Island Council and is recommending approval of the proposed standards. At its March 6, 2023 meeting, the Planning Commission recommended approval with the condition that Section B.3.30.A.4.b.8 “[a]n insurance certificate verifying public liability insurance of \$500,000.00” is removed from the proposed text amendment.</i>   |
| <b>PROJECT / ITEM NARRATIVE:</b>  |
| <i>Staff is proposing the following changes to the Community Development Code, Appendix B: - The Daufuskie Island Development Code: amend Division B.3, Section B.3.20 and add new Section B.3.30, and new sub-section B.3.30.A. The request is to allow the usage of Short-Term Rentals as a Special Use in D2 Rural, D2R-CP (Rural-Conventionally Platted), D2R-GH (Rural-Gullah Heritage), and D3 General Neighborhood, and a Permitted Use in D4 Mixed Use, D5 Village Center, and D5 General Commercial. This would reflect in:</i> <ul style="list-style-type: none"><li><i>○ Adding the use to Division B.3.20 in the <u>Consolidated Use Table and Land Use Definitions</u></i></li><li><i>○ Establishing the new Division B.3.30 <u>Other Standards</u></i></li><li><i>○ Establishing the new subsection Division B.3.30.A <u>Short-Term Rentals</u></i></li></ul> |
| <b>FISCAL IMPACT:</b>   |
| <i>Not applicable.</i>  |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>  |
| <i>Staff recommends approval.</i>   |
| <b>OPTIONS FOR COUNCIL MOTION:</b>  |

*To approve or deny the proposed amendments to the Daufuskie Island Community Development Code: Divisions B.3.20, B.3.30, and B.3.30.A to allow the usage of Short-Term Rentals as a Special Use in D2 Rural, D2R-CP (Rural-Conventionally Platted), D2R-GH (Rural-Gullah Heritage), and D3 General Neighborhood and a Permitted Use in D4 Mixed Use, D5 Village Center, and D5 General Commercial*

ORDINANCE 2023/\_\_\_\_\_

**TEXT AMENDMENT TO COMMUNITY DEVELOPMENT CODE (“CDC”) APPENDIX B: - THE DAUFUSKIE ISLAND COMMUNITY DEVELOPMENT CODE, TO AMEND DIVISION B.3, SECTION B.3.20 (CONSOLIDATED LAND USE TABLE AND LAND USE DEFINITIONS), AND TO ADD A NEW SECTION B.3.30 (OTHER STANDARDS) AND A NEW SUB-SECTION B.3.30.A (SHORT-TERM RENTAL) TO ALLOW THE USAGE OF SHORT-TERM RENTALS AS A SPECIAL USE IN D2 RURAL, D2R-CP (RURAL-CONVENTIONALLY PLATTED), D2R-GH (RURAL-GULLAH HERITAGE), AND D3 GENERAL NEIGHBORHOOD, AND A PERMITTED USE IN D4 MIXED USE, D5 VILLAGE CENTER, AND D5 GENERAL COMMERCIAL.**

**WHEREAS**, the Daufuskie Island Community Development Code currently does not allow Short-Term Rentals as a use; and

**WHEREAS**, staff presented an addition to the Daufuskie Island Development Code to allow Short-Term Rentals as a Special Use in D2 Rural, D2R-CP (Rural-Conventionally Platted), D2R-GH (Rural-Gullah Heritage), and D3 General Neighborhood, and a Permitted Use in D4 Mixed Use, D5 Village Center, and D5 General Commercial; and

**WHEREAS**, the Beaufort County Planning Commission considered the proposed amendments on March 6, 2023, voting to recommend that County Council approve the proposed amendments with conditions; and

**WHEREAS**, County Council now wishes to amend the Daufuskie Island Community Development Code to allow Short-Term Rentals as a Special Use in D2 Rural, D2R-CP (Rural-Conventionally Platted), D2R-GH (Rural-Gullah Heritage), and D3 General Neighborhood, and a Permitted Use in D4 Mixed Use, D5 Village Center, and D5 General Commercial;

**NOW, THEREFORE BE IT ORDANINED** by County Council in a meeting duly assembled that The Community Development Code, Appendix B – The Daufuskie Island Community Development Code, Division B.3, Section B.3.20 (Consolidated Use Table and Land Use Definitions) is amended and that a new section, Section B.3.30 (Other Standards), and a new sub-section B.3.30.A (Short-Term Rentals) are added to the Daufuskie Island Community Development Code as set forth in Exhibit “A” hereto. Deletions in the existing code are stricken through. Additions are highlighted and underlined.

Ordained this \_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Joseph Passiment, Chairman

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

## EXHIBIT "A"

### B.3.20 - Consolidated Land Use Table and Land Use Definitions (Snippet)

| Table B.3.20. Consolidated Use Table              |          |         |          |          |          |          |          |          |   |
|---|----------|---------|----------|----------|----------|----------|----------|----------|---|
| Land Use Type                                     | D1<br>NP | D2<br>R | D2<br>CP | D2<br>GH | D3<br>GN | D4<br>MU | D5<br>VC | D5<br>GC | Definition  |
| <b>OFFICES &amp; SERVICES</b>                     |          |         |          |          |          |          |          |          |   |
| 1. General Offices and Services 3,500 SF or less  | —        | C       | —        | C        | C        | P        | P        | P        | <p>1. <u>Bank/Financial Services</u>. Financial institutions, including, but not limited to: banks, credit agencies, investment companies, security and commodity exchanges, ATM facilities.</p> <p>2. <u>Business Services</u>. 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.</p> <p>3. <u>Business Support Services</u>. Establishments providing services to other businesses, including, but not limited to: computer rental and repair, copying, quick printing, mailing and mailbox services.</p> <p>4. <u>Personal Services</u>. 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.</p> <p>5. <u>Professional and Administrative Services</u>. Office-type facilities occupied by businesses or agencies that provide professional or government services, or are engaged in the production of intellectual property.</p> |
| 2. General Offices and Services 10,000 SF or less | —        | —       | —        | —        | —        | P        | P        | P        |   |
| 3. Animal Services: Clinic/Hospital               | —        | —       | —        | —        | —        | C        | P        | P        | An establishment used by a veterinarian where animals are treated. This use may include boarding and grooming as accessory uses.  |
| 4. Animal Services: Kennel                        | —        | C       | —        | C        | C        | C        | P        | P        | A commercial facility for the boarding, breeding, and/or maintaining of animals for a fee that are not owned by the operator. This use includes pet day care facilities, animal training facilities (except horses - see "Commercial Stables"), and may include grooming as an accessory use. This use includes the breeding of animals in outdoor structures, cages or pens for sale, but does not include animals for sale in pet shops (see "General Retail").   |
| 5. Body Branding, Piercing, Tattooing             | —        | —       | —        | —        | —        | S        | S        | S        | An establishment whose principal business is the one or more of the following: any invasive procedure in which a permanent mark is burned into or onto the skin using either temperature, mechanical or chemical means; creation of an opening in the body for the purpose of inserting jewelry or other decorations (not including ear piercing); and/or placing designs, letters, figures, symbols or other marks upon or under the skin of any person using ink or other permanent coloration.   |

|  |          |          |          |          |          |          |          |          |   |
|--|----------|----------|----------|----------|----------|----------|----------|----------|---|
| 6. Day Care:<br>Family Home (up to 8 clients)          | —        | C        | —        | C        | C        | C        | S        | S        | A state-licensed facility in a private home where an occupant of the residence provides non-medical care and supervision for up to 8 unrelated adults or children, typically for periods of less than 24 hours per day for any client.  |
| 7. Day Care:<br>Commercial Center (9 or more clients)  | —        | —        | —        | —        | —        | C        | S        | S        | 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.  |
| <b>8. Short-term Rentals</b>                           | <b>—</b> | <b>S</b> | <b>S</b> | <b>S</b> | <b>S</b> | <b>P</b> | <b>P</b> | <b>P</b> | <b>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. In cases where Special Use approval is required, the Zoning Board of Appeals (ZBOA) may 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. This definition does not regulate or replace other definitions for real or personal property taxes. Those standards must be complied with in accordance with the applicable regulations and State Laws.</b>  |
| <b>9. Lodging: Bed and Breakfast (5 rooms or less)</b> | —        | C        | —        | C        | C        | P        | P        | P        | 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.  |
| <b>10. Lodging: Inn (up to 24 rooms)</b>               | —        | —        | —        | —        | S        | P        | P        | P        | 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.   |
| <b>11. Lodging: Hotel (25 to 50 rooms)</b>             | —        | —        | —        | —        | —        | S        | P        | P        | A lodging establishment of 25 or more rooms in a building or group of buildings offering transient lodging accommodations on a daily rate to the general public.  |
| <b>12. Residential Storage Facility</b>                | —        | —        | —        | —        | —        | S        | S        | S        | A building or buildings consisting of individual, small, self-contained units that are leased or owned for the storage of household goods. Outdoor storage of boats, trailers, and vehicles may be provided as an accessory use.  |
| <b>13. Medical Service: Hospital</b>                   | —        | —        | —        | —        | —        | S        | P        | P        | An institution licensed by the State, where people, including inpatients, receive medical, surgical or psychiatric treatment and nursing care.  |
| <b>14. Medical Service: Clinics/Offices</b>            | —        | —        | —        | —        | —        | P        | P        | P        | 1. <u>Clinic.</u> A facility other than a hospital where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include: Medical offices with five or more licensed practitioners and/or medical specialties, outpatient care facilities, urgent care facilities, other allied health services. These facilities may also include incidental medical laboratories and/or pharmacies. Counseling services by other than medical doctors or psychiatrists are included under "General Services - Professional/Administrative."<br>2. <u>Medical Office.</u> A facility other than a hospital where medical, dental, mental health, surgical, and/or other personal health care services are provided on an outpatient basis, and that accommodates no more than four licensed primary practitioners (for example, chiropractors, medical |

|  |   |   |   |   |   |   |   |   |  |
|--|---|---|---|---|---|---|---|---|--|
|  |   |   |   |   |   |   |   |   | doctors, psychiatrists, etc., other than nursing staff) within an individual office suite. A facility with five or more licensed practitioners is classified under "Medical Services - Clinic." Counseling services by other than medical doctors or psychiatrists are included under "General Services - Professional/Administrative."  |
| <del>14</del> 15. Vehicle Services: Minor Maintenance and Repair | — | C | — | C | C | P | P | P | Incidental minor repairs to include replacement of parts and service to passenger cars and light trucks, but not including any operation defined as "Vehicle Services - Major Maintenance and Repair" or any other operation similar thereto. Examples include quick service oil, tune-ups, tires, brake and muffler shops. This use also includes car washes and detailing businesses as a principal use. |
| <del>15</del> 16. Vehicle Services; Major Maintenance and Repair | — | — | — | — | — | S | S | S | General repair, rebuilding or reconditioning of boats and/or motor vehicles; collision service including body or frame straightening or repair; vehicle paint shops; auto wrecker services.  |

### **B.3.30 - Other Standards**

#### **A. Short-Term Rental**

##### **1. Purpose and Applicability.**

- a. **Purpose.** The County is committed to working to protect the traditional quality of life and character of its residential neighborhoods and coastal islands. The County has concerns about permitted short-term rentals resulting in increased traffic, noise, trash, parking needs, safety and possible adverse impacts and other undesirable changes to the nature of the historic districts of Daufuskie Island. Therefore, the County Council finds it appropriate and in the best interests of its residents, property owners, and visitors to regulate Short-Term Rental Properties (STRPs) within all Transect Zones on unincorporated Daufuskie Island.

This Article sets out standards for establishing and operating Short-Term Rental Properties. These regulations are intended to provide for an efficient use of residential dwellings as STRPs by:

- 1) Providing for an annual permitting process to regulate STRPs;
- 2) Balancing the interests of owner-occupied dwellings with properties that are frequently used in whole or in part by Short-Term Rental Tenants.
- 3) Allowing homeowners to continue to utilize their residences in the manner permitted by this Ordinance for the Zoning District in which a particular home is located.
- 4) Providing alternative accommodation options for lodging in residential dwellings;
- 5) Complementing the accommodation options in environments that are desirable and suitable as a means for growing tourism and,
- 6) Providing an opportunity for public comment on the granting of STRP permits in residential transect zones.

##### **b. Applicability.**

- 1) **Short-Term Home 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. The subject property must be a legally permitted dwelling unit of one or more rooms arranged for complete independent housekeeping purposes with space for living and sleeping, facilities for eating and cooking, and provisions for sanitation. For the purposes of this regulation and for the avoidance of doubt, recreational vehicles, campers, fifth-wheel trailers, tents, shipping containers, and motor vehicles are not considered dwelling units. In cases where Special Use approval is required, the Zoning Board of Appeals (ZBOA) may 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. This definition does not regulate or replace other definitions for real or personal property taxes. Those standards must be complied with in accordance with the applicable regulations.

- 2) **Applicable Zoning Districts.** STRPs shall be allowed within the Zoning Districts of this Ordinance in accordance with Division B.3.20: Consolidated Land Use Table and Land Use Definitions.
- 3) **Application.** Applications for STRPs shall be made in compliance with this Article.
- 4) All legally permitted dwelling units operating as STRs up through the year 2022 which can provide proof that accommodation taxes have been paid shall be allowed to continue to operate. All new STRs thereafter shall be subject to the processes established in B.3.20.

c. **Registration.** All STRPs require a Short-Term Rental Property (STRP) Permit and Business License. Upon adoption of this Ordinance, STRPs will have 60 calendar days to submit applications to comply with the provisions of this Article. All STRs grandfathered shall complete an STR application and submit to the county to receive necessary permits.

## 2. **Operating Standards and Requirements.**

### a. **Permits and Renewals.**

- 1) After a STRP use has been authorized through the applicable zoning process(es), a Short-Term Rental Property (STRP) Permit for a STRP use and a Business License must be obtained prior to offering, advertising, or providing Short-Term Rental Properties for lodging as provided for in this Article.
- 2) Short-Term Rental Property (STRP) Permits for all STRP uses must be renewed annually in compliance with this Article.
- 3) STRP permits are not transferrable when a dwelling is sold. The new owner must complete the application process for a new permit.

### b. **Short-Term Rental Property Tenant Notices.**

- 1) Each STRP must contain a Short-Term Rental Tenant notice posted in each room where Short-Term Rental Tenants may lodge. The notice must provide the following information:
  - a. Contact information for the owner of the STRP;
  - b. Short-Term Rental Property (STRP) Permit Number for the STRP use;
  - c. Trash collection location and schedules, if applicable; and
  - d. Fire and Emergency evacuation routes.
- 2) A permanent 8.5" x 11" weatherproof sign shall be installed at the entrance to the property with the following information clearly shown:
  - a. The street address;
  - b. The STRP License Number;
  - c. The 24-hour emergency contact's name and telephone number; and
  - d. Maximum occupancy.
- 3) Each STRP must contain a prominently posted "Good Neighbor Notice" providing information about local rules and regulations such as age limits for

driving golf carts, local leash laws, "lights out" regulations during turtle nesting season, and information about the Beaufort County noise ordinance #2021/07.

### 3. General Standards.

#### a. Use Limitations and Standards.

- 1) Legally permitted Principal Dwelling Units and Accessory Dwelling Units may be used as STRPs, even when they are located on the same property; however, Accessory Structures shall not be used as STRPs.
- 2) Parking for Short-Term Rental Tenants shall comply with requirements in Division 5.5 of the County Community Development Code.
- 3) Signage advertising STRPs is prohibited in Residential Zoning Districts.
- 4) Due to Short-Term rentals on Daufuskie Island prominently being served by Well and Septic systems, maximum occupancy shall be considered. The maximum occupancy is two adults per bedroom plus two additional adults. Persons aged 12 years and older are to be considered adults. All persons aged less than 12 years old do not count against the maximum occupancy.
- 5) Any designated agent shall be identified on the application for the Short-Term permit and posted within the rental.
- 6) The owner must have a plan for the proper disposal and removal of trash and shall ensure any outdoor trash containers remain secured to avoid spills, animal intrusions, and unsightly conditions.

#### b. Advertising.

- c. Whether by a hosting platform, via Internet or paid advertising, or other postings, advertisements, or announcements, the availability of a STRP shall include the County issued Short Term Rental Property (STRP) Permit Number.

#### d. Annual Short-Term Rental Property (STRP) Permit Renewal.

- 1) Short-Term Rental Property (STRP) Permits for all STRPs must be renewed annually. An application for annual renewal of the Short-Term Rental Property (STRP) Permit must include:
  - a. The application fee.
  - b. A notarized affidavit signed by the property owner stating that the type of STRP use and the information submitted as part of the application for the previous year's Short-Term Rental Property (STRP) Permit for the STRP use has not changed in any manner whatsoever and that the STRP use complies with the most recently adopted version of this Article (form of Affidavit Provided by the County). A legible copy of a valid photo ID may be submitted in lieu of providing a notarized signature; and
  - c. The applicant shall file an application for a new Short-Term Rental Property (STRP) Permit for a STRP use if the requirements are not met.
- 2) If the Director of the Community Development Department determines that the STRP use is not consistent with the Special Exception that authorizes the use and/or Site Plan Review approval that authorizes the use, the applicant shall file an application for a new Short-Term Rental Property (STRP) Permit

for the STRP use, including applicable Special Exception and/or Site Plan Review applications and fees.

- 3) By the end of January of each calendar year, the owners of all registered STRPs will be mailed an annual renewal notice informing them that they must renew the Short-Term Rental Property (STRP) Permit for the STRP use on or before April 1st of the same calendar year or their existing Short-Term Rental Property (STRP) Permit will expire. The Short-Term Rental Property (STRP) Permit for the STRP use will terminate on April 1st of each year regardless of whether the applicant receives notice from the Zoning and Planning Department Director.

#### **4. Use Limitations and Requirements.**

- a. **Applicability.** The limitations and requirements of this Section apply to all types of Short-Term Rental Properties (STRPs).
- b. **Application Submittal Requirements.** No application for a STRP shall be accepted as complete unless it includes at minimum the required fee and the information listed below.
  - 1) The name, address, email, and telephone number of all property owners of the Short-Term Rental Property (STRP).
  - 2) Completed Short-Term Rental Property application signed by all current property owner(s). For properties owned by corporations or partnerships, the applicant must submit a resolution of the corporation or partnership authorizing and granting the applicant signing and authority to act and conduct business on behalf of and bind the corporation or partnership.
  - 3) Restricted Covenants Affidavit(s) signed by the applicant or current property owner(s) in compliance with state law.
  - 4) Address and Property Identification Number of the property on which the STRP is located.
  - 5) The type of Dwelling Unit(s) that is proposed to be used as a STRP must be a legally permitted dwelling unit of one or more rooms arranged for complete independent housekeeping purposes with space for living and sleeping, facilities for eating and cooking, and provisions for sanitation.
  - 6) The maximum number of bedrooms in the Dwelling Unit(s) proposed to be used as a STRP.
  - 7) A fully executed property inspection certificate completed by a licensed South Carolina Home Inspector. A property inspection report shall only be required every three years but in intermediate years, to renew the STRP Permit, the Applicant must sign an affidavit attesting to the fact that no changes to the property have occurred that would adversely affect compliance with life/safety codes.
  - 8) An insurance certificate verifying public liability insurance of \$500,000.00.

#### **5. Enforcement and Violations.**

- a. Notwithstanding the provisions of this Ordinance, a STRP Short-Term Rental Property (STRP) Permit may be administratively revoked by the Community Development Department Director or his designee if the STRP has violated the provisions of this Article on three or more occasions within a 12-month period. Provided however, a STRP

Short-Term Rental Property (STRP) Permit may be immediately revoked if the Community Development Department Director determines the STRP has Building Code violations, there is no Business License for the property, the property is being used in a manner not consistent with the Short-Term Rental Property (STRP) Permit issued for the STRP use, or the advertisement for the STRP does not include the County issued Short-Term Rental Property (STRP) Permit Number.

- b. If a STRP Short-Term Rental Property (STRP) Permit is administratively revoked or an application for a STRP Short-Term Rental Property (STRP) Permit is administratively denied, a STRP owner (or authorized agent) may appeal the Community Development Department Director's administrative decision revoking or denying the STRP Short-Term Rental Property (STRP) Permit to the Board of Zoning Appeals within 30 calendar days from the date of the denial or revocation. All appeals shall be addressed in accordance with the appeal procedures as defined in the Community Development Code.
- c. Subsequent Application. Once a County-issued Short-Term Rental Property (STRP) Permit and/or a Business License for a STRP use has been revoked, no new Short-Term Rental Property (STRP) Permit and/or Business License for a STRP use shall be issued to the applicant for the same property for a period of one year from the date of revocation. Upon expiration of the revocation period, a new Short-Term Rental Property (STRP) Permit application for a STRP use must be submitted in accordance with this Article. This provision may be waived provided the party is sold to a new owner that has no business or personal affiliation with the previous owner and provided a penalty of \$500.00 is paid by the owner/applicant at the time the Short-Term Rental Property (STRP) Permit application for a STRP use is filed.



## MEMORANDUM

**TO:** Alice Howard, Chair, Community Services and Land Use Committee  
**FROM:** Beaufort County Planning and Zoning Department  
**DATE:** April 10, 2023  
**SUBJECT:** Text Amendment to the Daufuskie Island Community Development Code

### **STAFF REPORT:**

#### **A. BACKGROUND AND SUMMARY OF REQUEST:**

Through 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. However, at that time, short-term rentals were not added to any of the Community Preservation Districts.

In December of 2022, The Daufuskie Island Council finished forming their proposed Short-Term Rental standards. The have since been presented to the County’s Planning Department. The Planning Department has reviewed the standards along with the Daufuskie Island Council and are recommending approval of the proposed standards presented in this Staff Report.

Therefore, staff is proposing a change in the following Code Divisions: B.3.20, B.3.30, and B.3.30.A. The request is to allow the usage of Short-Term Rentals as a Special Use in D2 Rural, D2R-CP (Rural-Conventionally Platted), D2R-GH (Rural-Gullah Heritage), and D3 General Neighborhood, and a Permitted Use in D4 Mixed Use, D5 Village Center, and D5 General Commercial. This would reflect in:

- Adding the use to Division B.3.20 in the Consolidated Use Table and Land Use Definitions
- Establishing the new Division B.3.30 Other Standards
- Establishing the new subsection Division B.3.30.A Short-Term Rentals

Because of the lack of use standards in the Daufuskie Island Community Development Code, Division B.3.30 Other Standards is being proposed to establish a section for any future use standards that are to be adopted.

**B. STAFF RECOMMENDATION:** Staff recommends approval of the request with the condition that Section B.3.30.A.4.b.8 is removed.

**C. PLANNING COMMISSION RECOMMENDATION:** At their March 6, 2023 meeting, the Planning Commission recommended approval with the condition that Section B.3.30.A.4.b.8 “[a]n

insurance certificate verifying public liability insurance of \$500,000.00.” is removed from the proposed text amendment.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

|  |
|--|
| <b>ITEM TITLE:</b>   |
| TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): DIVISION 4.2.20 (GENERAL STANDARDS AND LIMITATIONS) TO CLARIFY CONNECTIVITY STANDARDS FOR PRIMARY STRUCTURES REGARDING BUILDING CONNECTIONS; DIVISION 4.2.30 (ACCESSORY/SECONDARY DWELLING UNIT) TO MODIFY ALLOWABLE DENSITY TO PROVIDE OPPORTUNITY FOR AN ADDITIONAL ACCESSORY DWELLING UNIT AND TO PROVIDE FLEXIBILITY FOR AREA OF UNITS; DIVISION 4.1.360 (SHORT-TERM RENTALS) TO MODIFY GENERAL STANDARDS TO ALLOW ONLY A PRINCIPAL DWELLING UNIT OR AN ACCESSORY DWELLING UNIT AS A SHORT-TERM RENTAL ON A SINGLE PARCEL  |
| <b>MEETING NAME AND DATE:</b>  |
| <i>Community Services and Land Use Committee Meeting, May 8, 2023</i>  |
| <b>PRESENTER INFORMATION:</b>  |
| <i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning<br/>(10 minutes needed for item discussion)</i>  |
| <b>ITEM BACKGROUND:</b>  |
| <i>In large lot developments in rural areas and in conservation subdivisions, such as Spring Island, some property owners have expressed an interest in breaking up the massing of the primary dwelling unit to preserve natural features of a lot. In addition, on larger estate lots there is an interest in having multiple accessory dwelling units often to serve as guest houses. These proposed amendments are designed to accommodate the interest of larger lots while minimizing adverse impacts.<br/>At their April 3 meeting, the Planning Commission unanimously (5-0) recommended approval of the proposed text revisions with the recommendation that the word "property" be added to Division 4.2.30.H for clarification. Staff has made the change.</i>   |
| <b>PROJECT / ITEM NARRATIVE:</b>   |
| <i>Staff is proposing a change in the following Code Divisions: 4.2.20, 4.2.30, and 4.1.360. The request is to provide three regulations:</i> <ul style="list-style-type: none"><li>● <b>4.2.20.E - Standards for Freestanding Accessory Buildings/Structures</b><br/><i>This amendment seeks to establish standards for a principal dwelling to consist of multiple structures connected via roofline covered walkways. The allowance places a limit on the walkway(s) to not exceed 30 linear feet in combined length, be at least four feet wide, and meet all building code requirements. The roofline connecting walkway may be open or enclosed.</i></li><li>● <b>4.2.30 - Accessory/Secondary Dwelling Unit</b><br/><i>This amendment seeks to allow an additional accessory dwelling (ADU) unit on lots greater than three (3) acres where they are allowed per Table 4.2.20.A.</i></li><li>● <b>4.1.360.C- General Standards</b><br/><i>This amendment clarifies that only the principal dwelling unit or one accessory dwelling unit is allowed to be used as a Short-Term Rental Property (STRP).</i></li></ul> |
| <b>FISCAL IMPACT:</b>  |
| <i>Not applicable.</i>   |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>   |
| <i>Staff recommends approval.</i>  |
| <b>OPTIONS FOR COUNCIL MOTION:</b>   |
| <i>To approve or deny the proposed text amendments to the Community Development Code (CDC)</i>   |

ORDINANCE 2023/\_\_\_\_\_

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): DIVISION 4.2.20 (GENERAL STANDARDS AND LIMITATIONS) TO CLARIFY CONNECTIVITY STANDARDS FOR PRIMARY STRUCTURES REGARDING BUILDING CONNECTIONS; DIVISION 4.2.30 (ACCESSORY/SECONDARY DWELLING UNIT) TO MODIFY ALLOWABLE DENSITY TO PROVIDE OPPORTUNITY FOR AN ADDITIONAL ACCESSORY DWELLING UNIT AND TO PROVIDE FLEXIBILITY FOR AREA OF UNITS; DIVISION 4.1.360 (SHORT-TERM RENTALS) TO MODIFY GENERAL STANDARDS TO ALLOW ONLY A PRINCIPAL DWELLING UNIT OR AN ACCESSORY DWELLING UNIT AS A SHORT-TERM RENTAL ON A SINGLE PARCEL.**

**WHEREAS**, there is a need for the Community Development Code to provide proper guidance on connectivity standards for primary structures regarding roofline building connections; and

**WHEREAS**, there is a desire to allow for additional density for accessory dwelling units on larger lots in the county and to provide flexibility for the type and area of the unit; and

**WHEREAS**, in order to allow for additional accessory dwelling units and flexibility of size, the Community Development Code shall limit the number of short-term rentals allowed on individual single-family residential lots; and

**WHEREAS**, the Beaufort County Planning Commission considered the proposed text amendments at their April 3, 2023 meeting, voting to recommend that County Council approve the proposed amendments.

**NOW, THEREFORE** be it ordained by County Council in a meeting duly assembled that Divisions 4.2.20 (General Standards and Limitations), 4.2.30 (Accessory/Secondary Dwelling Unit), and 4.1.360 (Short-Term Rentals) of the Community Development Code are hereby amended as set forth in Exhibit A hereto. Deletions in the existing code are stricken through and in red. Additions are highlighted and underlined.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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

#### 4.2.20.E. Standards for Freestanding Accessory Buildings/Structures.

##### 1. Location.

##### a. General.

- (1) No accessory use, structure, or activity except water/marine-oriented facilities shall occupy or take place in a required front, side, or rear yard setback, except for permitted fences or walls erected on a property line or an ornamental pond.
- (2) Except in T1, T2R, and T2RL zones, all river, marsh, and ocean waterfront lots, and water/marine-oriented facilities, no accessory structure shall project beyond the front building line of the principal structure.
- (3) Except for fences, walls, swimming pools, hot tubs, and air conditioning compressor units, no accessory structures shall be located within five feet of a principal structure or any other accessory structure.
- (4) No accessory structure shall be located within any platted or recorded easement or over any known utility.
- (5) All freestanding accessory structures shall meet the side setbacks and building height standards for ancillary buildings in Article 3 (Specific to Zones).
- (6) Except for water/marine-oriented facilities, all freestanding residential accessory structures shall be set back from rear property lines as follows:
  - (a) Five feet for lots less than 10,000 square feet.
  - (b) Ten feet for lots between 10,000 square feet and one acre.
  - (c) Twenty-five feet for lots one acre or greater.
- (7) Freestanding non-residential accessory structures shall meet the rear yard setback for the principal structure.
- (8) Finished heated habitable spaces and garages that are connected to the primary structure via a roofline connecting walkway that meets building code shall be considered part of the primary structure. In these instances, the structure(s) become a part of the primary structure; thus, it is subject to primary structure setbacks and other building placement standards and shall match the primary structure's architectural design and material. The walkway connection(s) shall have a width that is greater than or equal to four (4) feet and may be open or enclosed. In no instance shall the roofline connecting walkways exceed a combined length of thirty (30) total linear feet. If the connection(s) and structure(s) do not meet these requirements, it shall be permitted as an accessory structure and subject to all accessory structure standards.**

#### 4.2.30 - Accessory/Secondary Dwelling Unit

An accessory/secondary dwelling unit, **whether attached or detached**, shall comply with the following standards:

- A. **Zones Allowed.** Accessory/secondary dwelling units shall be permitted as accessory uses to single-family detached residential dwelling units in accordance with Table 4.2.20.A (Table of Permitted Accessory Uses).
- B. **Comply with Dimensional and Development Standards.** Accessory/secondary dwelling units shall comply with all dimensional and development standards in Article 3 (Specific to Zones).
- C. **Density.** ~~A maximum of one (1) accessory/secondary dwelling unit shall be permitted on a single-family residential lot.~~ **Accessory Dwelling Unit(s) shall be permitted on a single-family residential lot as follows:**
  1. **One (1) Accessory/Secondary Dwelling Unit shall be permitted for lots less than three (3) acres.**
  2. **Two (2) Accessory/Secondary Dwelling Units shall be permitted for lots greater than or equal to three (3) acres.**
- D. **Area of Unit.** **In no instance shall the individual or combined total heated square footage of Accessory/Secondary Dwelling Unit(s) exceed the Primary Dwelling Unit's heated square footage.**
  1. In T2 and all conventional zones, the unit shall be no more than 1,000 heated square feet or less than 300 heated square feet in area; **or shall be within a carriage house building type, see Section 5.1.40 (Carriage House).**
  2. In all transect zones except T2, the unit shall be within a carriage house building type, see Section 5.1.40 (Carriage House).
- E. **Design of Unit.** The unit shall maintain the architectural design, style, appearance and character of the principal single-family dwelling as a single-family residence.
- F. **Parking.** In Conventional zones one off-street parking space, in addition to that provided for the existing single-family dwelling, shall be provided for the unit.
- G. **Resale.** Accessory dwelling units shall not be sold apart from the principal dwelling upon the same lot where they are located.
- H. **Rental.** Accessory dwelling units shall not be leased or rented for tenancies of less than 30 consecutive days, **unless approved as a Short-Term Rental Property (STRP) following the requirements and procedures of Division 4.1.360.**
- I. **No Recreational Vehicles and Travel Trailers.** Recreational vehicles and travel trailers shall not be used as accessory dwelling units.

**4.1.360.C. General Standards.****1. Use Limitations and Standards.**

- a. Legally permitted Principal Dwelling Units and Accessory Dwelling Units may be used as STRPs, ~~even when they are located on the same property;~~ however, in no instance shall a single-family residential lot contain more than one (1) STRP. ~~however,~~ Accessory Structures shall not be used as STRPs.
- b. Parking for Short-Term Rental Tenants shall be in compliance with Division ~~3-2~~ 5.5 of the County Community Development Code.
- c. Signage advertising STRPs is prohibited in Residential Zoning Districts.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 12.

|   |
|---|
| <b>ITEM TITLE:</b>  |
| A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH LANDMARK BAPTIST CHURCH ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS A PORTION OF THE CHECHESSEE TRACT  |
| <b>MEETING NAME AND DATE:</b>   |
| Community Services and Land Use Committee, May 8, 2023  |
| <b>PRESENTER INFORMATION:</b>   |
| Stefanie M. Nagid, Passive Parks Manager (5 minutes)  |
| <b>ITEM BACKGROUND:</b>   |
| This is a new item for Committee/Council consideration  |
| <b>PROJECT / ITEM NARRATIVE:</b>  |
| The Landmark Baptist Church is a non-profit organization that has been leasing 2,400 square feet of building space on approximately 1 acre of County-owned property since 2013 for \$200/month (\$2,400/year). Their original lease agreement is a month-to-month lease that no longer complies with the recently Council adopted lease policy. The newly adopted lease policy commercial lease rate is \$18.00/square foot and the Church will receive the 50% non-profit discounted lease rate (2400 square feet x \$18 = \$43,200/year = \$3,600/month * 0.5 = \$1,800/month). All proceeds from this lease will continue to be deposited into the Passive Parks Special Revenue Fund (20050000) for continued passive park maintenance needs. |
| <b>FISCAL IMPACT:</b>   |
| This lease will generate \$1,800/month (\$21,600/year) for the passive parks program.   |
| <b>STAFF RECOMMENDATIONS TO COUNCIL:</b>  |
| Staff recommends approval of the lease agreement as written.  |
| <b>OPTIONS FOR COUNCIL MOTION:</b>  |
| Motion to approve, revise, or deny the lease agreement as written.<br>If approved, move forward to County Council for Public Hearing and Approval on May 22, 2023.  |



3.4 *Security Deposit.* The Parties have agreed a security deposit is not required.

**IV. UTILITIES.** Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof. Tenant agrees to maintain all utilities at all times during its tenancy, regardless of whether or not Tenant is physically occupying the Premise.

**V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

5.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating religious services and duties thereof (“Permitted Use”). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition.

5.4 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.

5.5 *Tenant Improvements, Alterations, and Restorations.*

5.5.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall not perform any initial improvements.

5.5.2 *Additional Improvements.* Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant make or permit any other work whatsoever that would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises without Landlord’s written consent. Tenant shall send plans and specifications to Landlord for Landlord’s approval, which approval shall not be unreasonably withheld, and Tenant shall not commence any of Tenant’s improvements until Landlord has approved the plans and specifications.

5.5.3 *Cost of Improvements.* Tenant's improvements as approved by the Landlord, shall be made at Tenant's sole cost and expense, including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

5.5.4 *Compliance.* All such Tenant's Work shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all legal requirements. Any of Tenant's improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

5.6 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

## **VI. DESTRUCTION OR DAMAGE**

6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

6.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Agreement. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in

the Premises to the extent reasonably practicable from the standpoint of good business practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.

- 6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenants business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

## VII. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

- VIII. TERMINATION.** This Lease shall end on the Termination Date. This Lease may be terminated by either party prior to the Termination Date upon providing a thirty (30) day written notice and/or upon the occurrence of any default event as set forth in Section 8.

- 8.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

- 8.2 *Hold Over.* If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a Tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% of the gross rent being paid (starting sixty (60) calendar days after the expiration of the term of this Lease) at the end of the term of this Lease, and all fees, assessments, costs and other items must continue to be paid pursuant to all the provisions set forth herein. Such month to month rent and other amounts shall be payable in advance on or before the fifteenth (15<sup>th</sup>) calendar day of each month.

## IX. DEFAULT

- 9.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order

or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.

- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.
- (c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals,

costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.

- 9.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.
- 9.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.
- 9.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.
- X. SALE OF PREMISES.** In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

**XI. COMPLIANCE WITH LAWS.** Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant’s use of the Premises.

**XII. INSURANCE LIABILITY AND INDEMNIFICATION**

12.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a Renter's Insurance Policy, in an amount of no less than \$1,000,000 in commercial general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies, and shall provide Landlord with a copy of all policies.

12.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant’s insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant’s coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

12.2 *Indemnity.* Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

12.3 *Liens.* If any mechanic’s or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant’s expense by full payment thereof by filing a bond required by law. Tenant’s failure to do so shall constitute a material default hereunder.

**XIII. MISCELLANEOUS PROVISIONS**

13.1 *Notices.* Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

AS TO LANDLORD: Beaufort County  
Attn: Beaufort County Administration  
Post Office Box 1228  
Beaufort, SC 29901

Copy To: Beaufort County  
Attn: Beaufort County Passive Parks Manager  
124 Lady’s Island Drive  
Beaufort, SC 29907

AS TO TENANT: Landmark Baptist Church  
Attn: Pastor Rick Parker  
3 Sutler Road  
Okatie, SC 29909

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Agreement 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.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 13.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

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

**LANDLORD:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Eric L. Greenway  
*Beaufort County Administrator*

\_\_\_\_\_  
Witness

**TENANT:**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

**RESOLUTION 2023/\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH LANDMARK BAPTIST CHURCH ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS A PORTION OF THE CHECHESSEE TRACT**

**WHEREAS**, Beaufort County (“County”) owns 43.57 acres of real property (“Property”) known as R600 010 000 001A 0000 located at 97 Chechessee Road, Beaufort and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on July 16, 2013, in Book 3256 Page 1461; and

**WHEREAS**, the Landmark Baptist Church (“Church”) has leased 2,400 square feet of building space and 1 acre of land on the Property since July 12, 2013; and

**WHEREAS**, the lease agreement between the parties dated July 12, 2013 is almost a month to month lease that no longer complies with the recently adopted County lease policy; and

**WHEREAS**, the County and the Church wish to enter into a new lease agreement beginning July 1, 2023 through June 30, 2024 and including up to four (4) possible annual extensions upon mutual agreement, attached hereto and incorporated by reference as Attachment A; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution of the lease agreement to the Church.

**NOW, THEREFORE, BE IT RESOLVED BY BEAUFORT COUNTY COUNCIL** duly assembled, does hereby authorize the County Administrator to execute a lease agreement beginning July 1, 2023 and terminating on June 30, 2024 with up to four (4) possible annual extensions upon mutual agreement to the Landmark Baptist Church for a portion of the property known as the Chechessee Tract, as attached hereto and incorporated by reference as Attachment A.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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