



County Council

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Michael E. Covert

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

County Administrator

Ashley M. Jacobs

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

www.beaufortcountysc.gov

County Council Agenda

County Council of Beaufort County

Monday, July 13, 2020 at 6:00 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

THIS MEETING WILL BE CLOSED TO THE PUBLIC. CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901. CITIZENS MAY ALSO COMMENT DURING THE MEETING THROUGH FACEBOOK LIVE

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION - Council Member Gerald Dawson
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 - June 8, 2020
6. CITIZEN COMMENT (**Every member of the public who is recognized to speak shall limit comments to three minutes - Citizens may email sbrock@bcgov.net, or comment on our Facebook Live stream to participate in Citizen Comment**)

COMMITTEE REPORTS

7. LIAISON AND COMMITTEE REPORTS

ACTION ITEMS

8. THIRD READING AND PUBLIC HEARING OF AN ORDINANCE APPROVING A NONEXCLUSIVE PARKING EASEMENT AGREEMENT WITH CSD MYRTLE PARK, LLC
9. SECOND READING AND PUBLIC HEARING OF AN ORDINANCE AMENDING CHAPTER 2 ARTICLE II SECTION 28 REGARDING COUNCIL SALARY AND COMPENSATION
10. SECOND READING AND PUBLIC HEARING OF AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE
11. FIRST READING OF AN ORDINANCE GRANTING AN EASEMENT TO BEAUFORT JASPER WATER SEWER AUTHORITY ACCESS TO NEW SEWER LINE AT BEAUFORT COUNTY AIRPORT

TIME SENSITIVE ITEMS ORIGINATING FROM COMMITTEE MEETINGS HELD ON JULY 13th

12. FIRST READING OF AN ORDINANCE REGARDING AN AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT

- [13.](#) APPROVAL OF A RESOLUTION REGARDING THE OKATIE RIVER IMPROVEMENT DISTRICT
 - [14.](#) APPROVAL OF HILTON HEAD ISLAND- BLUFFTON CHAMBER OF COMMERCE- 2020 DIGITAL MARKETING PROGRAM AGREEMENT
-

BOARDS AND COMMISSIONS

- [15.](#) APPOINTMENT OF CHRISTOPHER MARSH TO THE RURAL AND CRITICAL LANDS PRESERVATION BOARD
-

CITIZEN COMMENTS

- 16. CITIZEN COMMENT **(Every member of the public who is recognized to speak shall limit comments to three minutes - Citizens may email sbrock@bcgov.net, or comment on our Facebook Live stream to participate in Citizen Comment)**
- 17. ADJOURNMENT



**County Council of
Beaufort County
Caucus Meeting**

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

- Michael E. Covert
- Gerald Dawson
- Brian E. Flewelling
- York Glover, SR.
- Chris Hervochon
- Alice G. Howard
- Mark Lawson
- Lawrence P. McElynn
- Stu Rodman

County Administrator

Ashley M. Jacobs

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex
100 Ribaut Road

Contact

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

Caucus Minutes

County Council of Beaufort County

Monday, June 08, 2020 at 5:00 PM

VIRTUAL MEETING

PRESENT

- Chairman Passiment
- Vice Chairman Sommerville
- Council Member Covert
- Council Member Dawson
- Council Member Flewelling
- Council Member Glover
- Council Member Hervochon
- Council Member Howard
- Council Member Lawson
- Council Member McElynn
- Council Member Rodman

CALL TO ORDER

Chairman Passiment called the meeting to order at 4:30 p.m.

PLEDGE OF ALLEGIANCE

Council Member Larry McElynn led the Pledge.

APPROVAL OF AGENDA

Motion: Made by Council Member Hervochon, seconded by Council Member McElynn to approve agenda. Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling. Motion Passed 11:0

ADMINISTRATOR’S REPORT

Ashley Jacobs, County Administrator: I would like to address the three articles that the Island Packet printed on May 24, May 26, and May 27 regarding County Council salaries.

The articles state that County Council members were overpaid in the amount of \$70,000 due to Cost of Living Adjustments, stipend payments, and holiday pay. That is incorrect, and I would like to explain how it is incorrect. We ran reports comparing Council member paychecks for weeks with holidays and weeks without, and there is no difference in the amount of pay. Part of the confusion with this portion of the story is that John DeLoache, an attorney with the SC Association of Counties was quoted, but he made statements without any context of what has happened in Beaufort County. It is not illegal for Council members to give themselves a pay adjustment. They can receive

the COLA (Cost of living adjustments), but the issue is with the timing. State law says that the increase may be applied only after two or more members are elected in a general election. The COLA was incorrectly applied in July 2012, July 2013, July 2015, and July 2019. The County Attorney made everyone aware of the error, and it has been corrected in payroll for FY20. Council salaries have been adjusted to essentially “repay” what was paid starting in July 2019, and the COLA will not be applied until January of 2021.

We are still in the process of auditing the numbers for 2012, 2013, and 2015, but when the audit is complete, we will release that information. I would like to point out that we have not calculated that information, and so we did not provide that to the Island Packet, and I don't know how they calculated any overpayment of COLA.

Council Member Sommerville stated in the five years prior he attended more than 144 meetings, but was not paid for them. When he would hit the limit, he would receive something in the mail from finance notifying him of this, so he wasn't paid for meetings attended after that point, but he would still turn in a report of meetings attended for the record. With this process in place for many years, he made a legitimate assumption for 2019 that he would receive a notice if he were going over the limit.

In summary, the articles were incorrect, and Administrator Jacobs is asking the Island Packet for a retraction, here in this meeting, and I will also submit a request in writing.

Council Member McElynn: There was an ordinance that was issued previously about COLA payment for council members. What was the purpose of this ordinance?

Administrator Jacobs : The purpose was for the Council Members Salaries and what type of reimbursement the council would receive.

Council Member McElynn: I believe the language states that the members could receive a COLA

Administrator Jacobs: It is establishing that you can receive it.

Council Member McElynn: A cost of living adjustment can only be addressed every 2 years right before an election with the passing of an ordinance to allow the COLA to be implemented. Am I correct ?

Administrator Jacobs: That is correct.

Council Member McElynn: If this has already been approved can we receive a COLA or do a special action need to take place.

Administrator Jacobs: No, it just needs to be applied at the right time.

Council Member McElynn: Is the issue with the pasted COLA's is the timeframe on which they were given? What happens if a COLA is given and there is no election?

Administrator Jacobs: The COLA will be implemented the January after an election

Council Member McElynn: A year and 1/2 after the COLA would be given. Is this what happened?

Administrator Jacobs: No, the COLA was incorrectly applied in 2012, 2013, 2015. We will calculate after we finish audit.

Council Member McElynn: I do not believe it was applied incorrectly. Any COLA came within an odd year , wouldn't have been effect until the odd year after the election after 2 people was elected. Was it ever paid at the correct time.

Administrator Jacobs: Not in recent years since the ordinance in 2011.

Council Member McElynn: The COLA applied during the odd years should have been applied during the next election. This will be a very complicated but should also make sure the it was applied correctly.

Vice Chairman Sommerville: When the Island Packet contacted me and asked about my stipends and I told them I don't believe I was incorrectly paid but will check my W2's to verify. They published the article with incorrect information. The article is stating an over payment of \$23,500 and administration is showing overpayment of \$3,700. However, I looked at my W2 for 2019 and I am only showing \$ 17,992. Where is the over payment that I supposedly received?

Administrator Jacobs: Information presented is from Finance.

Vice Chairman Sommerville: My W2 states something different, this is what is given to the IRS. I don't know who gave this information to the Island Packet but it was incorrect information. Which is still a big amount of money. The most I ever made in the last 5 years was \$18,000. We should be able to verify this information before it is given to anyone or the press.

Administrator Jacobs: The information I gave is from the finance department. We can sit down with the finance director , myself and you and discuss it and figure out what is going on.

Vice Chairman Sommerville: How can people report what is not on my W2? If this is incorrect then someone has reported it wrong to the IRS and I have as well based on my W2. I want to know why this happened?

Council Member Flewelling: I ask that when the conclusion of misapplied COLA amounts and let the individuals know with a personal note. Rather than have it take out.

Council Member Rodman: Cost of living adjustment are not increases to me but are adjustments for the living expenses. Would like a second opinion on this matter?

Vice Chairman Sommerville: The first time I heard of this was May 26, 2020 however the information was given in February, 2020. What took so long for us to get this information? It was wrong and should have been handled correctly.

Council Member McElynn: I would like to get from legal where it states county council is not employees of the county.

Council Member Flewelling: I wonder if the same cost of living was applied to elected officials as well.

Chairman Passiment: The county COLA was based from section 49100 in the codes section 2-28. Council shall be granted by ordinance. Based on salary and compensation. I agree in fact the COLA was not started at proper dates. The meeting has been capped at 144 however there are 25 additional meetings which comes with 168 meetings. I feel we need to talk to county attorney about this.

Monica Spells, Assistant Administrator Comm and Accountability : There are 42 FOIA request in process.

Status: Informational purposes only

DISCUSSION ITEMS

AGENDA REVIEW

Chairman Passiment made some remarks regarding the agenda.

NEW BUSINESS ITEMS

Chairman Passiment: Review of county council agenda by taking action without having rollcall. We will look at #2 as action item. #18 it is on backup information on agenda.

Council Member Dawson: Would like to have a moment of silence during the regular council meeting for George Floyd.

Council Member Howard: A lot of things cancelled in July. Will there be any meeting to have during this time?

Chairman Passiment: July is for people who will be using for vacation time.

EXECUTIVE SESSION

UNDER SC CODE SECTION 30-4-70(A)(2) FOR THE RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO A PENDING, THREATENED, OR POTENTIAL CLAIM OR OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE, REGARDING CERTAIN COUNTY RETIREES.

Motion: Made by Council Member Rodman, seconded by Council Member Flewelling to go into executive session. The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling: Motion Passed 11:0

ADJOURNMENT

Meeting adjourned @ 5:05 p.m.



**County Council of
Beaufort County
County Council Meeting**

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

- Michael E. Covert
- Gerald Dawson
- Brian E. Flewelling
- York Glover, SR.
- Chris Hervocho
- Alice G. Howard
- Mark Lawson
- Lawrence P. McElynn
- Stu Rodman

County Administrator

Ashley M. Jacobs

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex
100 Ribaut Road

Contact

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

County Council Minutes

County Council of Beaufort County

Monday, June 08, 2020 at 6:00 PM

VIRTUAL MEETING

CALL TO ORDER

Chairman Passiment called the meeting to order at 6:00PM

PRESENT

- Chairman Joseph F. Passiment
- Vice Chairman D. Paul Sommerville
- Council Member Michael Covert
- Council Member York Glover
- Council Member Chris Hervocho
- Council Member Stu Rodman
- Council Member Alice Howard
- Council Member Mark Lawson
- Council Member Lawrence McElynn
- Council Member Gerald Dawson
- Council Member Brian Flewelling

PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member McElynn led the Pledge and gave the invocation.

FOIA

Chairman Passiment stated that public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina FOIA.

Before approval of the agenda Chairman Passiment recognized Council Member Dawson to speak.

Council Member Dawson stated he wished to request that Council take a moment to pause in silence to pay respects for George Floyd and his family as they grieve the loss of their loved one.

Moment of Silence for George Floyd.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Glover to suspend normal rules so the Chairman can authorize the passage of motions properly made without objection. The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Motion: It was moved by Council Member Howard, Seconded by Council Member Flewelling to approve minutes from March 23rd and May 11th. Motion was approved without objection.

PROCLAMATIONS AND PRESENTATIONS

PROCLAMATION FOR GULLAH / GEECHEE NATION APPRECIATION WEEK

Vice-Chair Sommerville read the Proclamation honoring Gullah/Geechee Nation Appreciation Week. Queen Quet accepted the Proclamation and stated that she would love to help Council by forming a citizen's panel for Beaufort to deal with racial injustices and various things that can help our county get better.

PROCLAMATION HONORING BOB BENDER

Council Member Alice Howard read a Proclamation honoring Bob Bender for all the work he as done to better Beaufort County.

CITIZEN COMMENTS

Nancy Phillips emailed requesting her name be added to the petition list of retirees wishing to take part in the lawsuit settlement.

Morris Campbell emailed requesting the same stating there are many who were not given the opportunity to be a part of the lawsuit.

Jessie White, South Coast Office Director, mailed in a letter regarding the proposed ordinance to amend Article 1, Section 1.3.50 of the Beaufort County Community Development Code urging the County to incorporate limitations in the proposed amendment that ensures it will not create a loophole for unwisely sited development projects in the future.

There was a citizen comment regarding mail in voting and urged Council to consider a resolution petitioning the Governor to have mail in voting for the November 3rd Election.

Scott, a Baynard Park Resident, emailed stating he is concerned about the Island West Golf Course and is asking Council to consider the needs, wants and desires of residents before decisions are made.

Council Member Covert stated there was a comment on Facebook from Mrs. Huckabee thanking Council Member Howard for recognizing Bob Bender.

There were several emails from "Peaceful Protest" regarding Social Injustice and calling for Council Action that were read. You can read these emails by looking at the backup materials for this meeting.

Council Member Glover requested a moment of privilege and suggested some of the comments get forwarded to the School Board as they pertain to education.

LIAISON AND COMMITTEE REPORTS

Council Member Howard stated the Town of Port Royal had their meeting last week and she commended County staff for working with the Town to help them with rezoning decisions.

Council Member McElynn discussed contracts that his committee heard and voted to approve that will now come to council due to the dollar amount and stated Beaufort Jasper Hampton Comprehensive Health gave an update on COVID 19 testing efforts and lastly Phil Foot, Assistant County Administrator, gave an update on Detention Center Operations and how they are handling COVID.

Council Member Glover stated he attended the Beaufort Jasper Sewer Water Authority Board Meeting and they are focusing on Hurricane Preparedness by installing a pipe to be able to turn off the main waterline on specific causeways to prevent water loss.

ACTION ITEMS

FIRST READING OF AN ORDINANCE REGARDING AN AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT

Discussion: Eric Greenway, Planning and Zoning Director, stated the proposed DA Amendment amends and restates certain section of the original Development Agreement in order to more clearly detail each party's obligations and rights as far as the construction of Graves and the Park Access Road are concerned as well as clarifying the details associated with creation of the Improvement District. Reimburse Mr. Graves for the cost of doing the legal work in setting up the improvement district on this property.

Motion: It was moved by Council Member Rodman. It was not seconded and therefore it fails.

A RESOLUTION OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, DESCRIBING THE OKATIE RIVER IMPROVEMENT DISTRICT AND THE OKATIE RIVER IMPROVEMENT PLAN TO BE EFFECTED THEREBY, THE PROJECTED TIME SCHEDULE FOR THE ACCOMPLISHMENT OF THE OKATIE RIVER IMPROVEMENT PLAN, THE ESTIMATED COST OF THE IMPROVEMENTS AND THE AMOUNT OF SUCH COSTS TO BE DERIVED FROM ASSESSMENTS OR OTHER FUNDS; SETTING FORTH THE PROPOSED BASIS AND RATES OF ASSESSMENTS TO BE IMPOSED WITHIN THE OKATIE RIVER IMPROVEMENT DISTRICT; ORDERING A PUBLIC HEARING; AND OTHER MATTERS RELATED THERETO.

Discussion: Mr. Greenway stated the proposed resolution lays out the commitment by Beaufort County for setting up the Graves/Pepperhall Neighborhood Improvement District. This resolution specifies the acreage, the covered improvements, the proposed time schedule for adoption, the projected cost of improvements, and the basis for the established rates.

Council expressed concern that these items did not get vetted by a committee before coming to full council.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member McElynn to move items 10 and 11 to the appropriate committees. The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochoon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Flewelling. Voting Nay: Council Member Dawson Council Member Covert was absent.

FIRST READING OF AN ORDINANCE APPROVING A NONEXCLUSIVE PARKING EASEMENT AGREEMENT WITH CSD MYRTLE PARK, LLC

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Glover to approve First Reading of an ordinance approving a nonexclusive parking easement agreement with CSD Myrtle Park, LLC.

The motion passed without objection.

PUBLIC HEARING AND SECOND READING OF AN ORDINANCE ADOPTING BEAUFORT COUNTY'S FY 2021 OPERATING BUDGET

Motion: It was moved by Council Member Hervochoon, Seconded by Council Member Dawson to approve public hearing and second reading of an ordinance adopting Beaufort County's FY 2021 operating budget. The Vote: Voting Yea: Chairman Passiment, Council Member Glover, Council Member Hervochoon, Council Member Howard, Council Member Lawson, Council Member Dawson, Council Member Flewelling. Voting Nay: Vice Chairman Sommerville, Council Member Rodman, Council Member McElynn. Council Member Covert was absent. The motion passed.

PUBLIC HEARING AND SECOND READING OF AN ORDINANCE ADOPTING BEAUFORT COUNTY SCHOOL DISTRICTS FY 2021 OPERATING BUDGET

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Howard public hearing and second reading of an ordinance adopting Beaufort County School Districts FY 2021 operating budget.

The Chairman opened the floor for Public Comment. There were no public comments.

The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling Council Member Covert was absent. The motion passed.

PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FOUR-YEAR CONTRACT EXTENSION WITH MORRISON FORESTRY FOR THE IMPLEMENTATION OF THE FOREST MANAGEMENT PLAN AND ACTIVITY SCHEDULE ON SELECTED PASSIVE PARK PROPERTIES

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover to approve public hearing and second reading of an ordinance authorizing the county administrator to execute a four-year contract extension with Morrison Forestry for the implementation of the forest management plan and activity schedule on selected passive park properties.

The Chairman opened the floor for Public Comment. There were no public comments.

This motion passed without objection.

PUBLIC HEARING AND SECOND READING OF AN ORDINANCE REGARDING A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 1, SECTION 1.3.50 APPLICABILITY AND JURISDICTION – EXEMPTIONS TO ADDRESS COUNTY PUBLIC SERVICE USES

Motion: It was moved by Council Member Howard, Seconded by Council Member McElynn to approve public hearing and second reading of an ordinance regarding a text amendment to the community development code (cdc): article 1, section 1.3.50 applicability and jurisdiction – exemptions to address county public service uses.

The Chairman opened the floor for Public Comment. There were no public comments.

The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling Voting Nay: Council Member Hervochon, Council Member Rodman. Council Member Covert was absent. The motion passed.

PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND TRASK EAST SOLAR, LLC TO PROVIDE FOR FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVES AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS

Motion: It was moved by Council Member Dawson, Seconded by Council Member Flewelling to approve public hearing and second reading of an ordinance authorizing, pursuant to title 12, chapter 44 of the code of laws of South Carolina 1976, as amended, the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Beaufort County, South Carolina and Trask East Solar, LLC to provide for fee-in-lieu of ad valorem taxes incentives and certain special source revenue credits; and other related matters.

The Chairman opened the floor for Public Comment. There were no public comments.

The motion passed without objection.

RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE TOWN OF BLUFFTON REGARDING THE SHARING OF RESPONSIBILITY OF MINIMUM CONTROL MEASURES

Motion: It was moved by Council Member Howard, Seconded by Council Member Flewelling to approve a resolution authorizing the county administrator to execute a memorandum of agreement with the Town of Bluffton regarding the sharing of responsibility of minimum control measures.

The motion passed without objection.

CONSENT AGENDA

THIRD READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2019/32, FY 2019-2020 BEAUFORT COUNTY BUDGET, TO APPROPRIATE \$695,000.00 FROM THE GENERAL FUND TO PROVIDE FUNDS TO SETTLE LITIGATION CAPTIONED 2019-CP-07-01642.

Council Member Glover stated he was going to vote against the ordinance due to the fact there are still so many retired employees this ordinance does not include.

Motion: It was moved by Council Member McElynn seconded by Council Member Howard to approve third reading of an ordinance to amend Beaufort County ordinance 2019/32, FY 2019-2020 Beaufort County budget, to appropriate \$695,000.00 from the general fund to provide funds to settle litigation captioned 2019-cp-07-01642. The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Flewelling. Voting Nay: Council Member Glover, Council Member Dawson. Council Member Covert was absent.

The motion passed.

THIRD READING OF AN ORDINANCE TO ESTABLISH AN ENTERPRISE FUND FOR SOLID WASTE AND RECYCLING FOR THE PURPOSE OF PLANNING, DESIGNING, CONSTRUCTING, FUNDING AND MAINTAINING SOLID WASTE AND RECYCLING PROGRAMS, PROJECTS, FACILITIES AND OTHER MATTERS RELATED TO SOLID WASTE MANAGEMENT.

Motion: Motion made by Council Member Flewelling, Seconded by Council Member Howard to third reading of an ordinance to establish an enterprise fund for solid waste and recycling for the purpose of planning, designing, constructing, funding and maintaining solid waste and recycling programs, projects, facilities and other matters related to solid waste management. The Vote: Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling. Council Member Covert was absent.

The motion passed.

BOARDS AND COMMISSIONS

CONSIDERATION OF THE REAPPOINTMENT OF GARDENIA SIMMONS-WHITE TO THE DISABILITIES AND SPECIAL NEEDS BOARD AND CONSIDERATION OF THE REAPPOINTMENT OF CHAIRWOMAN ELLIS AND TREASURER HARVEY-PALMER TO THE LADY'S ISLAND FIRE DISTRICT

Motion: It was moved by Council Member Flewelling, Seconded by Vice Chairman Sommerville to approve the reappointment of Gardenia Simmons-White to the Disabilities and Special Needs Board and the reappointment of Eellis and Harvey-Palmer to the Lady's Island Fire District.

The motion passed without objection.

CITIZEN COMMENTS

Ms. Wilson sent in an email thanking Council and Staff on their efforts to reduce spending of tax dollars and stated her curbside pickup payments are included in her BJWSA bills and is in favor of the County turning these expenses over to the Town of Hilton Head.

Melissa Hincer, a history teacher, emailed in stating As a history teacher, I always talk with my classes about social groups and how they interact with each other/are treated. Whether I'm teaching ancient history or modern US, we have to recognize social divisions and potential inequalities in order to make students more aware and socially responsible. It's important for kids to have an understanding of human behaviors throughout time and place to be able to recognize patterns and fight against abuse or prejudice. I know the Young Leaders program is designed to get kids involved in local government but I think it could be a broader reach (right now I believe it's 4 students per school per year) and more engaging with maybe leaders visiting schools, whole school activities, things like poster and speech contests to get kids involved.

Susan Brown and Elizabeth Hargrove (both educators) also emailed in addressing the issues listed above.

Amanda Flake emailed in regarding the Proclamation for Bob Bender stating that she met Bob a long time ago when I worked for him at the Lowcountry Estuarium. He was amazing at capturing students attention and giving wonderfully informative tours to school groups. Then a few years later I was fortunate enough to be working for Beaufort County when he became a member on the Rural and Critical Land Preservation Board. It has been a privilege working with him these last seven years and his knowledge and love of the environment will be sorely missed.

(you can listen to the full citizen comment portion of the meeting by clicking on the link below)

<https://beaufortcountysc.new.swagit.com/videos/64716>

ADJOURNMENT

Meeting adjourned before the 8 o'clock hour.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Myrtle Park Parking Easement

Council Committee:

Council

Meeting Date:

June 8, 2020

Committee Presenter (Name and Title):

Kurt Taylor, John O'Toole

Issues for Consideration:

On May 26, 2020 council approved a parking agreement between the county and CSD Myrtle Park, LLC which allowed for nonexclusive parking rights on the county's adjacent property for the tenants and visitors to the developers' buildings. Now council is being asked to approve a nonexclusive easement which will make the parking agreement perpetual.

Points to Consider:

The parking easement allows the developers to locate their buildings so as to take full advantage of their building site.

Funding & Liability Factors:

n/a

Council Options:

Approve, modify, or reject

Recommendation:

Staff recommends Council approve the ordinance which grants the nonexclusive parking agreement.

ORDINANCE 2020-__

AN ORDINANCE APPROVING A NONEXCLUSIVE PARKING EASEMENT AGREEMENT WITH CSD MYRTLE PARK, LLC

WHEREAS, CSD Myrtle Park, LLC is owner of that property known as 7.714 Acres, Kittie’s Landing, Phase 2, Beaufort County, South Carolina and more particularly described on **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Myrtle Park Parcel”); and

WHEREAS, Beaufort County is the owner of that real property known as a portion of Parcel 6B, Myrtle Park, Beaufort County, South Carolina and more particularly described on **Exhibit “B”** attached hereto and made a part hereof by this reference (the “County Parcel”), and as shown on that plan labeled as **Exhibit “C”** attached hereto and made a part hereof by this reference; and

WHEREAS, the County desires to agree to grant a nonexclusive easement for parking rights over the County Parcel for the benefit of the Myrtle Park Parcel; and

NOW, THEREFORE, be it ordained by Beaufort County Council, in meeting duly assembled, hereby grants a perpetual, nonexclusive easement for parking on its property as described above for the benefit of the Myrtle Park Parcel, also as described above.

DONE this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

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

EXHIBIT "A"**MYRTLE PARK PARCEL**

All that certain lot, tract or parcel of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina and more particularly described as follows: Being that parcel identified as "Portion of: DMP# R601-031-000-0033-0000, 336,026 sq. ft., 7.714 acres" on the plat entitled "Kittie's Landing Phase 2," prepared by Andrews & Burgess Inc., Job: 137031, drawn 12/5/13, revised 2/21/14, and filed in Plat Book 138 at page 90, Beaufort County, South Carolina records and bounded by Parcel 3B, Myrtle Plantation, Soperton Drive and Ann Smith Drive, the metes and bounds description of which is incorporated by reference to the recorded plat, and subject to the buffers, setbacks and easements shown on the recorded plat.

This is the same property conveyed from Kittie's Landing, LLC to Beaufort County, a political subdivision of the State of South Carolina, dated March 11, 2014, and recorded in Deed Book 3310, page 1090, Beaufort County, South Carolina records.

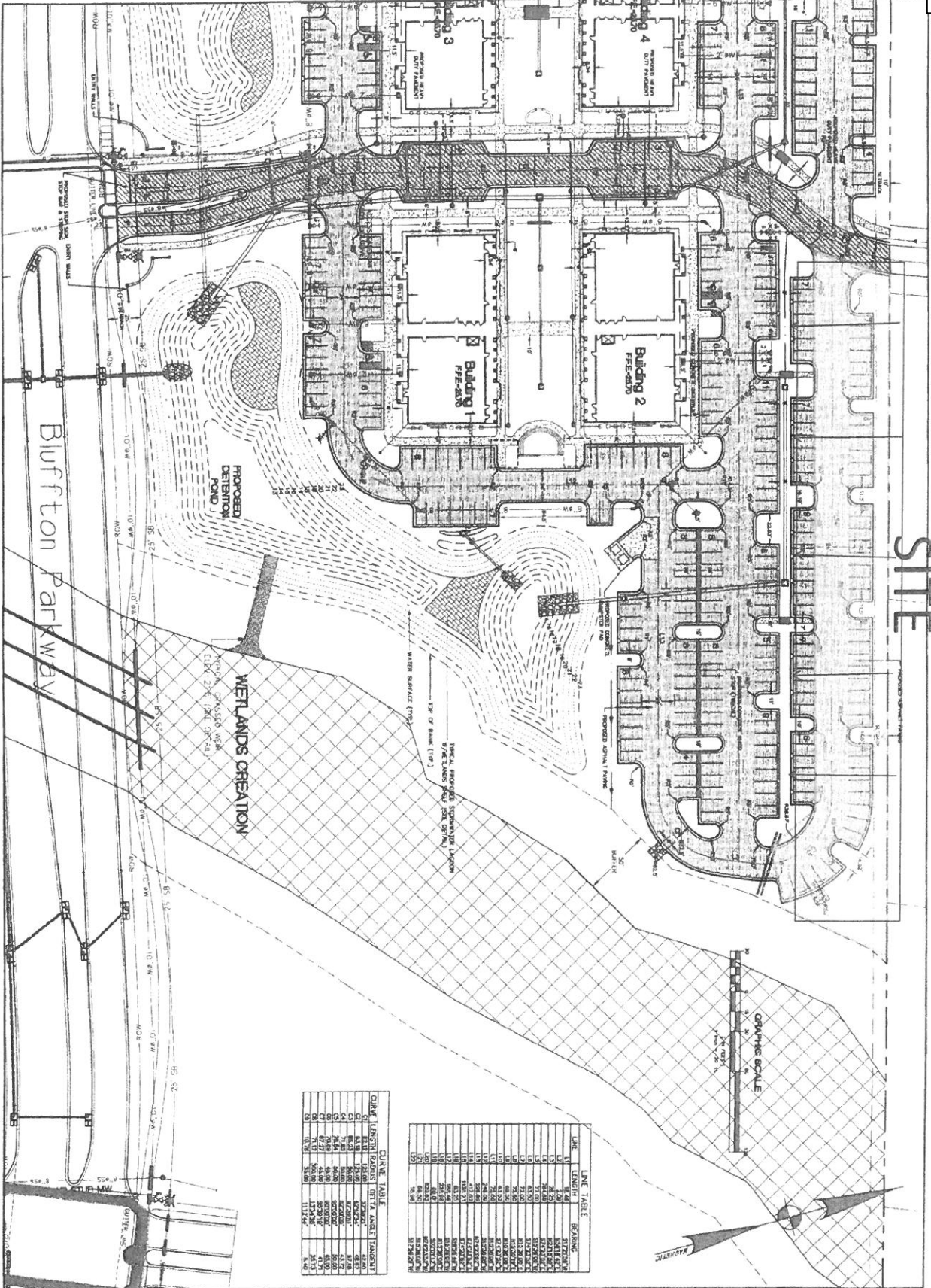
TMS #: R600 031 000 1624 0000

EXHIBIT "B"**COUNTY PARCEL**

All that certain lot, piece or parcel of land situate, lying and being in Beaufort County, South Carolina, and being designated as PARCEL 6B, containing 6.117 acres, more or less, as shown on the plat prepared for Beaufort County by Atlas Surveying & Mapping, Inc., William H. Gray, Jr., S.C.R.L.S. No. 22744, dated January 28, 2008 entitled "An AsBuilt Survey of Parcel 6B, Tax Parcel No. R601 039 000 0525 0000, Bluffton, Beaufort County, South Carolina," which is recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 134, page 186.

Said property is the same property conveyed to Beaufort County by Limited Warranty Deed from Myrtle Plantation Partnership, LLC, dated June 19, 2012, and recorded in Deed Book 3152, page 484, Beaufort County, South Carolina records.

Tax Id: R601 039 000 0525 0000 00



SITE

EXHIBIT C

JOB: 213002
 SHEET # 6 of 23

Horizontal Control
 (East Side)
 DATE: 4/11/01
 DRAWN BY: MWH
 CHECKED BY: MWH
 DESIGNED BY: MWH

1417 46th Commercial Bldg
 Beaufort County, S.C.
 Beaufort Hwy 27B
 29910
 434

AE
Andrews Engineering Co., Inc.
 802 6th Street
 Port Royal, S.C. 29960
 (803) 826-6600 FAX (803) 826-9772
 Visit www.andrewseng.com

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
EXPIRES 12/31/2001

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
EXPIRES 12/31/2001

THE DESIGN AND IDEAS PRESENTED IN THESE DRAWINGS ARE THE PROPERTY OF EACH ENGINEER. THE REPRODUCTION, COPIES OR USE OF THESE PLANS OR THE INFORMATION IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. ANY VIOLATION MAY BE SUBJECT TO LEGAL ACTION.

PLAN REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	REVISED WATERLINE & DRAINAGE	7/2/01	RC
2	REVISED DRAINAGE (2' RCP @ PARKING)	8/1/01	RC
3	ADDED ACCESS EASEMENT	9/17/01	RC
4			
5			
6			
7			
8			

benefit of any and all other occupants of Grantee's Property, and for its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to vehicular parking and pedestrian access, ingress and egress, and neither party shall install a fence or other barrier which could prevent or obstruct the passage of pedestrian or vehicular travel for the purposes stated herein. Both Grantor and Grantee shall be permitted to maintain the easement area, inclusive of any repairs that are needed to ensure safe passage across the easement area; however, any improvements to the easement area must be approved by Grantor in advance of any material changes or improvements made to the easement area.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantee's use and of the Easement Area.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the title and land and be appurtenant to Grantee's Property, shall run with the title to and burden the easement area and Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their heirs, successors and assigns.

7. Termination and Relocation. Should both parties to this Agreement agree to the termination of the easement granted herein, said termination shall be placed in writing and in recordable form. Upon the filing of any termination of this Agreement, an alternative easement agreement shall also be recorded so as to provide alternate access to the parcel which this easement shall serve.

8. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.

10. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and this Agreement may not be amended, modified, altered or terminated except by written agreement signed by Grantor and Grantee.

IN WITNESS WHEREOF, the parties have caused this within Nonexclusive Parking Easement Agreement to be executed, by their hands and seals, this as of the dates written below.

EXHIBIT "A"**MYRTLE PARK PARCEL**

All that certain lot, tract or parcel of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina and more particularly described as follows: Being that parcel identified as "Portion of: DMP# R601-031-000-0033-0000, 336,026 sq. ft., 7.714 acres" on the plat entitled "Kittie's Landing Phase 2," prepared by Andrews & Burgess Inc., Job: 137031, drawn 12/5/13, revised 2/21/14, and filed in Plat Book 138 at page 90, Beaufort County, South Carolina records and bounded by Parcel 3B, Myrtle Plantation, Soperton Drive and Ann Smith Drive, the metes and bounds description of which is incorporated by reference to the recorded plat, and subject to the buffers, setbacks and easements shown on the recorded plat.

This is the same property conveyed from Kittie's Landing, LLC to Beaufort County, a political subdivision of the State of South Carolina, dated March 11, 2014, and recorded in Deed Book 3310, page 1090, Beaufort County, South Carolina records.

TMS #: R600 031 000 1624 0000

EXHIBIT "B"
COUNTY PARCEL

All that certain lot, piece or parcel of land situate, lying and being in Beaufort County, South Carolina, and being designated as PARCEL 6B, containing 6.117 acres, more or less, as shown on the plat prepared for Beaufort County by Atlas Surveying & Mapping, Inc., William H. Gray, Jr., S.C.R.L.S. No. 22744, dated January 28, 2008 entitled "An AsBuilt Survey of Parcel 6B, Tax Parcel No. R601 039 000 0525 0000, Bluffton, Beaufort County, South Carolina," which is recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 134, page 186.

Said property is the same property conveyed to Beaufort County by Limited Warranty Deed from Myrtle Plantation Partnership, LLC, dated June 19, 2012, and recorded in Deed Book 3152, page 484, Beaufort County, South Carolina records.

Tax Id: R601 039 000 0525 0000 00

ORDINANCE 2020/____

**AN ORDINANCE AMENDING SECTION 2-28 OF THE CODE OF ORDINANCES OF
BEAUFORT COUNTY BY DELETING AND REPLACING A PORTION OF THE CURRENT
TEXT**

WHEREAS, Beaufort County Council desires to amend the current Beaufort County Code pertaining to salary and reimbursement;

WHEREAS, this Ordinance shall be made effective immediately; and

WHEREAS, pursuant to S.C. Code Ann. §4-9-100, the amended text relating to salary shall not be effective until the date of commencement of terms of at least two members of council elected at the next general election following the enactment of this Ordinance at which time the amended salary rates will become effective for all members.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council to amend Beaufort County Code Section 2-28 text by replacing the stricken through portions of the text and adding the text underlined as follows:

Sec. 2-28. - Salary and reimbursement.

- (a) *Base annual pay.* The members of council shall receive base annual pay for each fiscal year as follows:
- (1) *Councilmember.* Each member of council, with the exception of the ~~chairman~~ and vice chair, shall receive ~~\$11,038.00~~ \$26,988.00; and
 - (2) *Council chairman.* The ~~chairman~~ of council shall receive ~~\$14,349.00~~ \$28,990.00; and
 - (3) *Council vice-chair.* The Vice-Chair of council shall receive \$28,002.00. ~~Cost of living. Each member of council shall receive the county's annual cost of living adjustment.~~
 - (4) Any cost of living increase approved in an annual budget for county employees shall also apply to councilmembers' salary. However, the effective date of any such cost of living increase for all members of council shall be the first of January following a general election where two or more members of council have been elected.
- (b) ~~Council stipend.~~ ~~In addition to the base annual pay received for service on council, members and/or the chairman may be paid a stipend of \$40.00 per meeting for his/her attendance at 144 meetings for the fiscal year of any council committee meetings and other council related business meetings.~~
- (c) ~~Maximum amount of payment.~~ ~~Payment for the council stipend shall be allowed up to the maximum amount authorized per fiscal year, as follows:~~
- (1) ~~Councilmember.~~ ~~Payment of base annual pay in the fiscal year plus stipend (144 meetings x \$40.00 per meeting) for the fiscal year shall not exceed \$16,798.00 per fiscal year; and~~
 - (2) ~~Council chairman.~~ ~~Payment of base annual pay in the fiscal year plus stipend (144 meetings x \$40.00 per meeting) for the fiscal year shall not exceed \$20,109.00 per fiscal year; and~~
 - (3) ~~A specially called (unscheduled) meeting of the county council of Beaufort County; and~~
 - (4) ~~A specially called (unscheduled) work session of the county council of Beaufort County; and~~
 - (5) ~~Any other business meeting at which the councilmember is in attendance in his/her official capacity as a member of council, i.e., an official meeting with an industrial prospect, an official meeting with another governmental entity, a meeting with a county committee, board, district,~~

~~agency, authority, or commission, i.e., the Beaufort Memorial Hospital Board, the Solid Waste Advisory Council, the Beaufort Jasper Water and Sewer Authority, any fire district, etc., or an organized meeting held within his/her district that he/she is attending in his/her official capacity as a member of council. These meetings are limited to 24 district meetings per year. This would not include attendance at parades, ribbon cutting ceremonies, or any other nonrequired functions; and~~

~~(d)~~ (b) *Mileage reimbursement.* Each member of council shall be reimbursed mileage to and from their residences for all scheduled meetings, i.e., regular meetings, work sessions, public hearings, and other official travel, at the rate as published annually by the U.S. Internal Revenue Service; and

~~(e)~~ (c) *Method of payment.* Base annual pay shall be divided into 26 equal payments and made biweekly through the normal payroll cycle. Payment of the ~~stipend~~ mileage will be made on the second scheduled pay date of each month following the month in which the ~~stipend~~ mileage was claimed; i.e., for meetings attended in January, payment would be made on the second payroll check paid in the month of February, etc.; and

~~(f)~~ (d) *Required documentation.* An affidavit ~~of attendance~~ form must be completed and signed by the councilmember, and submitted to the finance department in order for payment of the ~~stipend~~ mileage to be made. The affidavit ~~provides~~ shall provide for the recording of the date, ~~time spent,~~ location, total mileage to and from, and the purpose of the meeting, ~~i.e., LCOG mileage, etc.;~~ and

~~(g)~~ *Dual payment.* ~~No member of council shall receive a stipend for attendance at any unscheduled meeting if any form of payment for attendance at said meeting is received by the member from another source; and~~

~~(h)~~ (e) *Expenses.* Members of council may also be reimbursed for actual expenses incurred in the conduct of their official duties, ~~S.C. Code 1982, § 4-9-100.~~ including reasonable costs for overnight travel, lodging, meals, and incidental expenses where such travel is necessary and appropriate. Airfare shall be at the lowest available coach fare. Destination travel shall be by local bus, shuttle, ride share, taxi or lowest available car rental cost. Advances may be made, but costs must be reconciled immediately following any such travel.

ADOPTED IN MEETING DULY ASSEMBLED this ____ day of _____ 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee

Council Committee:

Public Facilities Committee

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Brittany Ward, Beaufort County Deputy Attorney

Issues for Consideration:

Amendment to Ordinance 2015/8 to adjust the road use fee with a value as established in Beaufort County Ordinance Section 2-437(b) Assessments which currently states, "The auditor is directed to add a uniform charge per vehicle of \$16.50 per annum to all motorized licenses vehicles subject to the taxes in the county beginning with tax notices which become due and each month thereafter."

Points to Consider:

In March 2015, Ordinance 2015/8 increased the road maintenance fee on all vehicles from \$10.00 to \$16.50. The amendment establishes a consistency with data on the tax bills changing in accordance with information provided from South Carolina Revenue and Fiscal Affairs office. The fee shall be evaluated yearly and the value shall be established in the annual County Operation Budget Ordinance.

Funding & Liability Factors:

N/A

Council Options:

Approve Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee; or Disapprove Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee.

Recommendation:

Approve Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee.

2020/_____

**AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE
ESTABLISHING A ROAD USE FEE**

WHEREAS, in 1993 Beaufort County Council (“Council”) adopted Ordinance 93/20 establishing the road use fee on all vehicles which are domiciled and garaged in Beaufort County (“County”) and thereby use the roadways and bridges owned and maintained by the County and the State; and

WHEREAS, the County owns and maintains hundreds of miles of roadways and bridges for the safety and welfare of its citizens and for access and egress to residential and business activities and for emergency evacuation all which serve the best interest, welfare, and safety of the citizens of the County; and

WHEREAS, all citizens who own and operate motor vehicles principally housed and garaged in the County enjoy the benefits provided by the ownership and maintenance of such roads by the County; and

WHEREAS, such ownership and maintenance of roadways is a tremendous expense to the citizens of the County and such expense should be borne principally by the owners and operators of motor vehicles in the County; and

WHEREAS, it is deemed appropriate by Council to amend the terms establishing and assessing the road use fee; and

WHEREAS, terms that are underscored shall be added text and terms that are stricken through shall be deleted; and

WHEREAS, Beaufort County Council has determined based on the aforementioned reasons that it is in the best interest of its citizens to acknowledge the amendments in road use fees as provided herein.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council to amend the road use fee and does hereby amend the Beaufort County Ordinance (Ordinance 2015/8) as follows:

Sec. 2-437. - Road use fee.

(a) *Established*. There is established a road use fee on all motorized licensed vehicles required by the state to be licensed, which are carried on the tax records of the county. Any person owning such vehicle shall be subject to and shall pay, in addition to any other licensing fees and taxes, a ~~the sum of \$16.50~~ per vehicle per annum ~~or such adjusted value to reflect the one year percentage increase if any, in~~

~~the Consumer Price Index~~ road use fee with a value as established in Beaufort County Ordinance Section 2-437(b).

(b) *Assessments.* The auditor ~~is directed to~~ shall add a uniform charge per vehicle of ~~\$16.50 per annum~~ to all motorized licensed vehicles subject to the taxes in the county beginning with tax notices which become due and each month thereafter. The charge of ~~\$16.50 so added~~ shall become due and payable at the time other personal property taxes become due and payable. The fee shall be evaluated yearly and the value shall be ~~adjusted to reflect the one-year percentage increase, if any, as established in the Consumer Price Index~~ established in the annual County Operation Budget Ordinance.

DONE this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Execution and Delivery of utility easement encumbering property owned by Beaufort County identified as 39 Airport Circle and known as the Beaufort County Airport

Council Committee:

Public Facilities Committee Meeting

Meeting Date:

June 15, 2020

Committee Presenter (Name and Title):

Jon Rembold Airports Director

Issues for Consideration:

Ordinance granting an easement to Beaufort Jasper Water and Sewer authority (BJWSA) access to new sewer line at Beaufort County Airport.

-
-

Points to Consider:

Easement allows BJWSA access to new sewer line for maintenance purposes.

Funding & Liability Factors:

No significant issues.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

ORDINANCE NO. 2020/ ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN UTILITY EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY IDENTIFIED AS 39 AIRPORT CIRCLE AND KNOWN AS THE BEAUFORT COUNTY AIRPORT

WHEREAS, Beaufort County (“County” and “Grantor”) owns the property located at 39 Airport Circle, Beaufort, SC 29907 (“Property”) known as the Beaufort County Airport (“Airport”); and

WHEREAS, adjacent commercial development, the Walmart Store, installed a sanitary sewer line across Airport Circle, thereby creating an opportunity for the Airport terminal building to connect to sanitary sewer; and

WHEREAS, said connection to the sanitary sewer system enables the Airport to cease use of a septic tank and drain field system as its means of sewage disposal; and

WHEREAS, Beaufort Jasper Water and Sewer Authority (“BJWSA”) requests the County to grant an utility easement for the nonexclusive right to enter the Property for the purposes of maintenance and construction of utility lines across portions of the Property; and

WHEREAS, Beaufort County Council has determined that it is in the best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown in the attached “Attachment A”; and

WHEREAS, S.C. Code Ann. 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

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

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Attachment A”; and
- (2) The County Administrator is hereby authorized to take all necessary actions as may be necessary, and execute any and all documents necessary to complete the conveyance of the Easement.

Adopted this ____ day of _____ 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

ATTACHMENT A

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

UTILITY EASEMENT
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and
between BEAUFORT COUNTY (hereinafter called Grantor) and the Beaufort Jasper Water
and Sewer Authority (hereinafter called the "Authority").

WITNESSETH that, in consideration of One (\$1.00) Dollar received from the Authority, Grantor
owning a tract or development known as _____ situated in the County
of _____, State of South Carolina, shown on a certain plat or various plats filed or to be filed
in the office of the R.O.D. of said County:

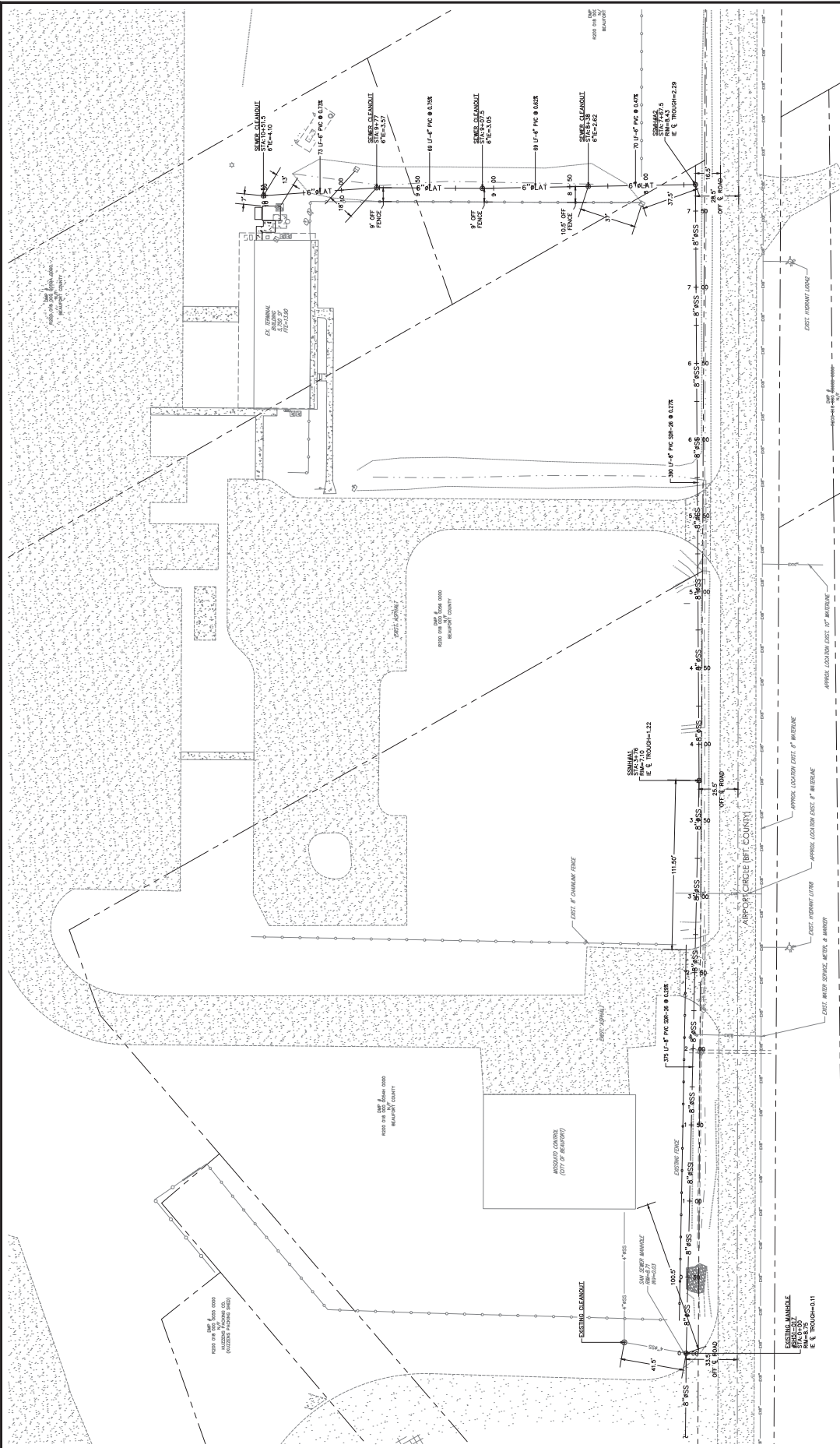
SEE EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY REFERENCE
(Hereinafter referred to as "Development")

This being the same real property described in _____ County's R.O.D. office Deed
Book _____ at page _____ on _____.

Specific locations of all future water and wastewater lines are to be mutually agreed upon by both the
Grantor and the Authority. Grantor agrees to keep the area immediately adjacent to the water and wastewater
lines free of any encumbrances that might interfere with operation and maintenance of the water and
wastewater lines.

The Grantor hereby grants and conveys to the Authority, its successors and assigns, the right, privilege
and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and
perpetually maintain upon, over, along, across, through, and under any and all streets, alleys roads, or other
public ways or places of said Development now existing or hereinafter laid out, various utility pipelines,
manholes, hydrants, valves, meters and other usual fixtures and appurtenances as may from time to time be or
become convenient to the transaction of its business, or that of municipal, public, or private systems, for the
provision of the water and sewer services, together the right of ingress, egress, and access to and from such
rights-of-way access and upon lands of Grantor as may be necessary or convenient for the purposes connected
therewith.

Together with the right, from time to time, to install utility pipelines, manholes, hydrants, and valves
and meters in said Development near the lot lines, with the right from time to time, to trim, cut or remove trees,
underbrush and other obstructions that are over, under, or through a strip of land extending ten (10') feet on
either side of the center of the pipeline, manholes, hydrants, valves, and meters; provided however, any damage
to the property of Grantor (other than that caused by trimming, cutting or removing) caused by the Authority in
maintaining or repairing said utility pipelines, manholes, hydrants, valves, and meters shall be borne by the
Authority, provided further, however that Grantor agrees for itself, its successors, and assigns, not to build or
allow any structure to be placed on the premises in such a manner that will exist within ten (10) feet of center
of the location of the water and wastewater lines in case such structure is built Grantor or successor or assign as
may be in possession and control of the premises at the time, will promptly remove the same upon demand of
the Authority herein. The parties to this Easement agree that if any repaving is required, said paving will be



PLAN REVISIONS

NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			
5			
6			
7			
8			

THE DESIGNS AND BEARS PRESENTED IN THESE DRAWINGS ARE THE COPYRIGHTED PROPERTY OF ANDREWS ENGINEERING & SURVEYING. NO REPRODUCTION OR THESE PLANS OR THEIR CONTENT IS PERMITTED WITHOUT WRITTEN CONSENT.

ANDREWS ENGINEERING & SURVEYING
 2712 Bull Street Suite A
 Beaufort, SC 29902
 843.739.2222
 Fax 843.739.2223

Andrews Engineering & Surveying

Record Drawing for
 Lady's Island Airport
 Sewer Extension
 Lady's Island
 Beaufort County, SC

Sanitary Sewer
 Record Drawing

Date Drawn: 04/1/20
 Civil Revised: 04/22/20
 Drawn By: E. Cobb
 Engineer: S. Sanders

SHEET #: 1
 JOB: 1

Item 11.

RECORD DRAWING

GRAPHIC SCALE
 (IN FEET)
 1 inch = 30 ft.

North Arrow

BJWSA PROJECT NUMBER: 2019-133

DEVELOPER NAME:
 LADY'S ISLAND AIRPORT
 39 AIRPORT CIRCLE
 LADY'S ISLAND, SC 29927
 PHONE # (843) 297-2972

CONTRACTOR NAME:
 MALPHEUS UTILITIES, LLC
 PO BOX 1245
 843-384-2980
 843-384-0751

SEWER MATERIALS

Item	Description	Manufacturer	Model No./Designation
Pipe	HWI Sewer Pipe	Diamond Products Co.	4" x 5' - 5008 HWI Sewer Pipe Green
Fittings	Sewer Fittings	Malpheus Utilities, LLC	4" x 5' (5008) HWI Green Sewer Fittings
Manhole	Manhole	Malpheus Utilities, LLC	4" x 5' (5008) HWI Green Sewer Manhole
Manhole Box	Manhole Box	Malpheus Utilities, LLC	10" Slip Valve Box Top Section Down
Manhole Lid	Manhole Lid	Malpheus Utilities, LLC	5'-4" Valve Box Lid 5008 HWI Green Sewer Manhole
Manhole Base	Manhole Base	Malpheus Utilities, LLC	5'-4" Valve Box Lid 5008 HWI Green Sewer Manhole
Manhole Ring	Manhole Ring	Malpheus Utilities, LLC	5'-4" Valve Box Lid 5008 HWI Green Sewer Manhole
Manhole Foot	Manhole Foot	Malpheus Utilities, LLC	5'-4" Valve Box Lid 5008 HWI Green Sewer Manhole

NOTES:
 1. THE VERTICAL DATUM IS NAVD-83, AND THE HORIZONTAL DATUM IS NAD 83.

ADDRESS:
 LADY'S ISLAND AIRPORT SEWER EXTENSION
 39 AIRPORT CIRCLE



Item 11.

TO: Councilman Brian Flewelling, Chairman, Beaufort County Public Facilities Committee

FROM: Jon Rembold, Airports Director

SUBJ: **Ordinance to Provide Utility Easement at Beaufort County Airport**

DATE: May 20, 2020

BACKGROUND:

The Airport recently completed a project that included installation of a sanitary sewer line to serve the terminal building. Part of the project closeout requires an easement to be granted to Beaufort Jasper Water and Sewer Authority (“BJWSA”) for maintenance purposes. The proposed ordinance accomplishes this objective.

FOR ACTION:

Public Facilities Committee meeting occurring June 15, 2020

RECOMMENDATION:

Recommend to Beaufort County Council approval of subject ordinance providing a utility easement to BJWSA.

Encl: (1) Draft Ordinance
(2) BJWSA Utility Easement



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT

Council Committee:

Meeting Date:

July 13, 2020

Committee Presenter (Name and Title):

Eric Greenway, Planning and Zoning Director

Issues for Consideration:

The proposed DA Amendment amends and restates certain sections of the original Development Agreement in order to more clearly detail each party's obligations and rights as far as the construction of Graves and the Park Access Road are concerned as well as clarifying the details associated with creation of the Improvement District.

Points to Consider:

Does the County Council desire to adopt the amended Development Agreement?
Does the County Council agree to use the Improvement District to cover the fees paid by the owner to establish the district? The original DA stated that the owner has agreed for the County to be able establish the improvement district which may have implied the county would assume the costs for creating the district.

Funding & Liability Factors:

1.1 million per year until the County has fully reimbursed the owner. It is assumed the funding the source will be TAG revenue but that will be more fully determined in each budget cycle.

Council Options:

Adopt the amended Development Agreement.
Deny the adoption of the amended Development Agreement. The original obligations will still be in effect.

Recommendation:

Staff, based on the property owner's /developer's need for a more specific commitment, for financing purposes, regarding the County's desire to pursue the funding of the improvements and the need for more specificity to the details of the Neighborhood Improvement District recommends that the resolution be adopted by the County Council.

STATE OF SOUTH CAROLINA) AMENDMENT TO THE PEPPER HALL
) AND OKATIE RIVER PARK JOINT
COUNTY OF BEAUFORT) DEVELOPMENT AGREEMENT

This AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT (the “Amendment”) is made effective as of the ____ day of _____, 2020 (the “Effective Date”) by and between ROBERT L. GRAVES (“Property Owner”), and BEAUFORT COUNTY, SOUTH CAROLINA, a body politic and corporate (the “County”).

RECITALS

WHEREAS, Property Owner is the owner of several tracts of land containing a total of approximately eighty-four and eighty-one hundredths (84.81) acres near the Okatie River, as more particularly described on Exhibit A of the Development Agreement, defined below (the “Property”). The Property, commonly known as Pepper Hall, is located in the unincorporated area of Bluffton Township, Beaufort County, South Carolina; and

WHEREAS, County is the owner of approximately eighteen (18) acres of land lying adjacent to the Property and the waters and marshes of the Okatie River, on which it intends to develop and establish a county-wide passive park (the “Okatie River Park”); and

WHEREAS, Property and County Owner entered into that certain Pepper Hall and Okatie River Park Joint Development Agreement effective February 1, 2019, and recorded in the Beaufort County Register of Deeds Office on February 4, 2019, in Book 3735, Page 1 (the “Development Agreement”); and

WHEREAS, the Development Agreement laid out the terms and conditions for a mutually binding, public-private partnership¹ to allow the County and the Property Owner to work together to protect and preserve the natural environment and to secure for Beaufort County citizens a quality, well-planned and well-designed development and a stable and viable tax base; to provide an unprecedented opportunity to secure quality planning and growth in the public and private sectors; and to enhance and provide public access to the Okatie River Park for public benefit; and

WHEREAS, the Development Agreement provides for, among other things, the construction of certain road improvements necessary to access the Okatie River Park; and

WHEREAS, pursuant to the Development Agreement, the County will pay for the design, permitting, and the construction costs of the road improvements; and

WHEREAS, Property Owner, at substantial cost, has obtained US Army Corps of Engineers approval of the delineation of jurisdictional wetlands and approval by Beaufort County of the conceptual storm water plan. In addition, the encroachment permit application has been

¹ See Section IV.D. of the Development Agreement.

filed with the South Carolina Department of Transportation (the “SCDOT”), which required some minor changes in the design of the 278 entry/exit at the signalized intersection, and the receipt of SC DOT approval is anticipated in the near future; the engineering has been submitted for necessary land disturbances for roads, storm water, etc., and the receipt of the Nationwide Permit is imminent; the design for the lift station for the entire site is near completion; and water, sewer, and all other utilities/services are available at the site; and

WHEREAS, the County has identified a funding source for approximately \$2.2 million of the road improvement costs and anticipates appropriating \$1.1 million in each of the Fiscal years 2021 and 2022 for this purpose; and

WHEREAS, the Development Agreement provided that the County may establish an improvement district for the assessment and collection of revenue to provide a mechanism for the County to recover the cost of the construction of the road improvements; and

WHEREAS, Property Owner and County desire to clarify and implement certain provisions of the Development Agreement regarding the construction and funding for the cost of certain road improvements and the establishment of an improvement district; and

WHEREAS, pursuant to the Code of Laws of South Carolina Section 6-31-60, the County conducted a public hearing regarding its consideration of this Amendment on _____, 2020, after publishing and announcing notice; and

WHEREAS, the County, acting by and through County Council adopted Ordinance Number on _____, 2020, approving this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Amendment, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as S.C. Code §§ 6-31-10 to -160, the parties to this Amendment, intending to be legally bound, agree as follows:

1. Recitals. The above recitals are herein incorporated.
2. Construction and Funding for Graves Road and Park Access Road. Section VI.P.ii of the Development Agreement shall be amended and re-stated as follows:
 - ii. As to the roads provided by the County under this Agreement (a portion of Graves Road and Primary Park Access Road), Property Owner has agreed to construct and front the cost of the roads. Upon approval by County staff of plans and permits, Property Owner is authorized to begin construction. County staff shall use best efforts to review and approve plans and permits expeditiously, but in no case later than 15 days from the date of submission of a full and complete application.

The County will reimburse the Property Owner for the costs of the construction of the roads. The County shall make at least an annual payment for the lesser of actual costs advanced for the construction of the roads that have not been previously reimbursed or \$1.1 million, whichever is less, until the Property Owner is fully reimbursed for the total cost of construction of the roads; provided, however, that full reimbursement shall be made no later than December 31, 2025. Property Owner may make quarterly requests for reimbursement and shall provide a certification of expenses to date of the costs of the Roads, provided that the annual total of such quarterly requests do not exceed the actual costs advanced for construction or \$1.1 million, whichever is less. County shall reimburse the Property Owner within twenty-five (25) days of receipt of the request and certification.

Beaufort County has previously determined that Property Owner will be the single source for construction purposes. This determination satisfies the Beaufort County and South Carolina public works bidding and proposal requirements.

3. Improvement District.

- a. Section IV.B.2 is hereby deleted in its entirety.
- b. Section IV.B.3.b. is hereby amended to read as follows:
 - b. Improvement District. The County will recover up to \$2.4 Million of the costs for the design, permitting and construction of the Primary Park Access Road and Graves Road infrastructure, including sidewalks, street trees, landscaping street signage and stormwater drainage assets, by establishing a special assessment district pursuant to the County Public Works Improvement Act, S.C. Code Ann. 4-35-10, *et seq.* (1976, as amended) (the “Act”). Owner hereby expressly consents to include the Property as required by the Act.
 - c. Property Owner agrees to front the costs to create the improvement district (the “Establishment Costs”). County agrees to reimburse Property Owner in full for the Establishment Costs. Upon execution of this Amendment, Property Owner shall provide to the County a certification of the Establishment Costs incurred as of the Effective Date, and County shall remit payment within thirty (30) days of receipt the certification. Property Owner may then submit certifications on a quarterly basis for any additional Establishment Costs, and County shall remit payment within thirty (30) days of receipt.
 - d. In addition, any reference to South Carolina Code 6-35-10, *et seq.* contained in the Development Agreement shall be replaced with South Carolina

Code 4-35-10, *et seq.* and any reference to a “Residential Improvement District” or “RID” shall be placed with “Special Assessment District.”

4. Effect. Terms and provisions of the Development Agreement that are not expressly modified by this Amendment shall remain in full force and effect. All of the provisions of the Development Agreement affected by this Amendment shall be deemed amended, whether or not actually specified herein, if such amendment is clearly necessary to effectuate the intent of the parties hereto. The Development Agreement, as modified hereby, is hereby ratified and approved in all respects.

5. Final Agreement. This Amendment and the Development Agreement, as amended by the Amendment, represent the final agreement between the parties regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.

5. Counterparts. This Amendment may be executed in any number of counterparts, which may be electronically transmitted to the originating office, all of which when executed and delivered shall have the force and effect of an original.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

AN ORDINANCE

APPROVING AN AMENDMENT TO THAT CERTAIN PEPPER HALL AND OKATIE RIVER PARK JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AND ROBERT L. GRAVES EFFECTIVE FEBRUARY 1, 2019, AND RECORDED IN THE BEAUFORT COUNTY REGISTER OF DEEDS OFFICE IN BOOK 3735, PAGE 1 ON FEBRUARY 4, 2019

WHEREAS, Beaufort County (“County”) and Robert L. Graves (“Property Owner”) entered into that certain Pepper Hall and Okatie River Park Joint Development Agreement effective February 1, 2019, and recorded in the Beaufort County Register of Deeds Office on February 4, 2019, in Book 3735, Page 1 (the “Development Agreement”) pursuant to the South Carolina Development Agreement Act, S.C. Code of Laws 6-31-10, et seq., as amended (the “Act”) and the Beaufort County Community Development Code (the “CDC”); and

WHEREAS, the Development Agreement sets forth the terms and conditions for a mutually binding, public-private partnership¹ to allow the County and the Property Owner to work together to protect and preserve the natural environment and to secure for Beaufort County citizens a quality, well-planned and well-designed development and a stable and viable tax base; to provide an unprecedented opportunity to secure quality planning and growth in the public and private sectors; and to enhance and provide public access to the Okatie River Park for public benefit; and

WHEREAS, the Development Agreement provides for, among other things, the construction of certain road improvements necessary to access the Okatie River Park; and

WHEREAS, pursuant to the Development Agreement, the County will pay for the design, permitting, and the construction costs of the road improvements; and

WHEREAS, the County has identified a funding source for approximately \$2.2 million of the road improvement costs and anticipates appropriating \$1.1 million in each of the Fiscal years 2021 and 2022 for this purpose; and

WHEREAS, the Development Agreement provided that the County may establish an improvement district for the assessment and collection of revenue to provide a mechanism for the County to recover the cost of the construction of the road improvements; and

WHEREAS, Property Owner and County desire to clarify and implement certain provisions of the Development Agreement regarding the construction and funding for the cost of certain road improvements and the establishment of an improvement district by executing an amendment to the Development Agreement (the “Amendment”); and

¹ See Section IV.D. of the Development Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Beaufort County, South Carolina, in a meeting duly assembled, as follows:

SECTION 1. FINDINGS INCORPORATED

The above recitals and findings are incorporated herein by reference and made a part of this Ordinance. In addition to the recitals set forth above, which the County Council hereby adopts as findings of fact, the County Council specifically finds that the Amendment attached hereto as Exhibit "A" and incorporated herein by reference, complies with the Act, the Comprehensive Plan, and the CDC.

SECTION II. DEVELOPMENT AGREEMENT

The terms of the Amendment are hereby approved in accordance with the Act and the CDC. The Amendment shall be effective upon approval of this Ordinance after third reading, execution by both parties and recording in the Beaufort County Register Deeds Office as required under the Act.

SECTION III. EXECUTION

The County Administrator is authorized to execute and deliver the Amendment on behalf of the County, and any and all other necessary documents or instruments incidental to the approval of this Ordinance and the Amendment.

SECTION IV. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its approval following third reading by the County Council

ENACTED and **APPROVED**, in meeting duly assembled, this ____ day of _____, 2020.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Joe Passiment, Chairman of Beaufort County Council,
Beaufort County, South Carolina

[SEAL]

Attest:

By: _____
Sarah Brock, Clerk to Beaufort County Council,
Beaufort County, South Carolina

First Reading: June 8, 2020
Second Reading: _____, 2020
Public Hearing: _____, 2020
Third Reading: _____, 2020

[EXHIBIT A FOLLOWS ON NEXT PAGE]

EXHIBIT A

AMENDMENT TO THE PEPPER HALL AND OKATIE RIVER PARK
JOINT DEVELOPMENT AGREEMENT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

A RESOLUTION OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, DESCRIBING THE OKATIE RIVER IMPROVEMENT DISTRICT AND THE OKATIE RIVER IMPROVEMENT PLAN TO BE EFFECTED THEREBY, THE PROJECTED TIME SCHEDULE FOR THE ACCOMPLISHMENT OF THE IMPROVEMENTS AND THE PROJECTED COST OF THE IMPROVEMENTS.

Council Committee:

Meeting Date:

July 13, 2020

Committee Presenter (Name and Title):

Eric Greenway, Planning and Zoning Director

Issues for Consideration:

The proposed resolution lays out the commitment by Beaufort County for setting up the Graves/Pepperhall Neighborhood Improvement District. This resolution specifies the acreage, the covered improvements, the proposed time schedule for adoption, the projected cost of improvements, and the basis for the established rates.

Points to Consider:

Does the County Council desire to adopt the resolution in order to affirm its commitment to the items agreed upon in the Development Agreement?
Does the County Council agree with the costs associated with the covered improvements and the amount to be recouped, over time, from the district? Projected costs of improvements is \$3,700,000 and the County will recoup \$2,400,000 over the life of the district.

Funding & Liability Factors:

County will fund approximately 3,700,000.00 for the proposed improvements. It is believed the funding source will be TAG fees but this will be determined within each budget cycle.

Council Options:

Adopt the resolution.
Deny the adoption of the resolution (Development Agreement obligations are still in effect).

Recommendation:

Staff, based on the property owner's /developer's need for a more specific commitment, for financing purposes, regarding the County's desire to pursue the funding of the improvements and more specificity to the details of the Neighborhood Improvement District recommends that the resolution be adopted by the County Council.

RESOLUTION NO. ____

A RESOLUTION OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, DESCRIBING THE OKATIE RIVER IMPROVEMENT DISTRICT AND THE OKATIE RIVER IMPROVEMENT PLAN TO BE EFFECTED THEREBY, THE PROJECTED TIME SCHEDULE FOR THE ACCOMPLISHMENT OF THE OKATIE RIVER IMPROVEMENT PLAN, THE ESTIMATED COST OF THE IMPROVEMENTS AND THE AMOUNT OF SUCH COSTS TO BE DERIVED FROM ASSESSMENTS OR OTHER FUNDS; SETTING FORTH THE PROPOSED BASIS AND RATES OF ASSESSMENTS TO BE IMPOSED WITHIN THE OKATIE RIVER IMPROVEMENT DISTRICT; ORDERING A PUBLIC HEARING; AND OTHER MATTERS RELATED THERETO.

BE IT RESOLVED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations.

The County Council (the “Council”) of Beaufort County, South Carolina (the “County”), hereby finds and determines:

(a) The County is a political subdivision of the State of South Carolina (the “State”), and as such, possesses certain powers granted by the Constitution and general laws of the State.

(b) Pursuant to Title 4, Chapter 35, Code of Laws of South Carolina 1976, as amended (the “Act”), the counties of the State are vested with all powers consistent with the Constitution necessary, useful, and desirable to affect improvements within an improvement district, to increase property values, prevent depreciation of property values and preserve and increase their tax bases.

(c) An “improvement plan” (within the meaning of Section 4-35-30(4) of the Act), entitled “Okatie River Improvement Plan” (the “Improvement Plan”), has been prepared and presented to the Council, which such Improvement Plan, among other things, contemplates the creation of an “improvement district” (within the meaning of Section 4-35-30(3) of the Act) to be known as the Okatie River Improvement District (the “Improvement District”). A copy of the Improvement Plan, which may be amended or supplemented from time to time, is attached hereto as Exhibit A and incorporated herein by reference and available for review in the office of the County Attorney. The Improvement Plan contemplates the provision of approximately \$3,700,000 of improvements to the Improvement District, as more particularly described therein and below (collectively, the “Improvements”), which such improvements constitute “improvements” (within the meaning of Section 4-35-30(2) of the Act).

(d) The Council finds that (1) the Improvements may be beneficial within the designated Improvement District, (2) the Improvements are likely to significantly improve property values within the Improvement District by promoting the development of the property, (3) it would be fair and equitable to fund all or part of the cost of the Improvements by an assessment upon the real property located within the Improvement District, and (4) written consent for the creation of the Improvement District from majority of the owners of real property within the Improvement District having an aggregate assessed value in excess of sixty-six percent of the assessed value of all real property within the Improvement District will be obtained prior to the establishment of the District.

(e) Pursuant to the Act, the Council may establish the Improvement District and implement and finance, in whole or in part, the Improvement Plan in the Improvement District in accordance with the provisions of the Act.

(f) In accordance with the requirements of Section 4-35-70 of the Act, Council hereby directs and authorizes the publication of this resolution and the establishment of the time and place of a public hearing concerning the Improvement Plan.

It is now necessary and in the best interest of the health, safety, and general welfare of the citizens of the County that the Improvement District and Improvement Plan be described and the other requirements of the Act be met through adoption and publication of this resolution.

Section 2. Description of Improvement District.

The Improvement District shall consist of approximately seventy-six and fifty-eight hundredths (76.58) acres of mixed-use development consisting of proposed commercial and residential land uses. The Improvement District shall consist of the real property and bordering roads and highway as set forth in the Improvement Plan. The property is located in Beaufort County north of U.S. Highway 278 and is generally bordered by Graves Road, Brannan Point Road and other parcels of real property to the north and northeast, and the proposed Okatie River Park and other parcels of real property to the west.

Section 3. Description of Improvements.

Subject to the terms set forth in the Improvement Plan, the Council finds that the future development within the Improvement District requires the acquisition and /or construction of the Improvements, including but not limited to the following:

a) Primary Park Access Road infrastructure, including sidewalks, street trees, landscaping, street signage and storm water drainage assets; and

b) Graves Road infrastructure, including upgrades to the existing form of this road, from Highway 278 to the northern entrance to the District, including turn lanes off

of Highway 278 onto Graves Road, sidewalks, street trees, landscaping, street signage and storm water drainage assets;

all as described and more particularly identified in the Improvement Plan.

Section 4. Time Schedule for Plan.

The County projects that the Improvements will be constructed and/or acquired within three (3) years from the effective date of an amendment to the Pepper Hall and Okatie River Park Development Agreement.

Section 5. Estimated Cost of Improvements; Amount to be Derived from Assessments.

The total estimated cost of all of the potential Improvements is approximately \$3,700,000 and that such costs will be funded, in part, by “assessments” (within the meaning of Section 4-35-30(1) of the Act) on all real property in the Improvement District benefiting from the Improvements (“Assessments”). It is expected that the Assessments will be set to fund \$2,400,000 of the cost of the Improvements plus the establishment and administrative costs of the Improvement District.

Section 6. Basis for the Rates of Assessment to be Imposed Within the Improvement District.

Assessments shall be imposed upon parcels of real property in the Improvement District based upon the parcel’s expected development use, the estimated benefit of the Improvements to the parcel and the value of the Improvements, according to the procedures set forth in an assessment roll, a Rate and Method of Apportionment of Assessments, and an assessment report, which shall establish an assessment allocation methodology which fairly reflects the benefits derived from the Improvements.

The total of the Assessments shall equal \$2,400,000 plus the establishment administrative costs of the County related to allocating, billing and collecting and any other administrative costs related to the Improvement District. Upon the subdivision of any parcel, the total Assessment allocated to that parcel prior to the subdivision shall be allocated to the parcels resulting from the subdivision in accordance with the established assessment allocation methodology. The Assessments on the parent parcel prior to the subdivision shall equal the sum of the Assessments on the resulting parcels after the subdivision of the parent parcel.

An Assessment shall not be imposed upon property within the boundaries of the Improvement District that does not receive a benefit from the Improvements. An Assessment shall not be imposed upon property outside the boundaries of the Improvement District. Assessments shall also not be imposed on any property purchased or otherwise acquired by a public entity.

Section 7. Public Hearing.

The Council hereby establishes _____, 2020, as the date of the public hearing to be held in accordance with the provisions of Section 4-35-70 of the Act. Such public hearing shall be held at 6:00 p.m., in Council Chambers, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, S.C., or at such other location in or around the complex posted at the main entrance. At the public hearing and at such adjournment of it, all interested persons may be heard either in person or by their designees.

Section 8. Public Notice.

Pursuant to Section 4-35-70 of the Act, the Council hereby authorizes the publication of this Resolution in its entirety once a week for three successive weeks in a newspaper of general circulation within the County, with the final publication to occur not less than 10 days prior to the public hearing to be held _____.

DONE THIS _____ DAY OF _____, 2020.

Joseph F. Passiment, Jr., Chairman
Beaufort County Council

ATTEST:

Clerk to Council

APPROVED AS TO FORM:

County Attorney

EXHIBIT A
OKATIE RIVER IMPROVEMENT PLAN

NEXSEN|PRUET

MEMORANDUM

TO: Eric Greenway, Community Development Director
Beaufort County

FROM: George Bullwinkel and Nicole Scott, Nexsen Pruet
Thad Wilson, MuniCap

DATE: April 13, 2020

RE: Pepper Hall Improvement District

To begin, thank you for your assistance as we have worked to establish a solution to the contemplated improvement district for Pepper Hall. We look forward to establishing a solution that works for the County and our client.

The Pepper Hall team has conducted an analysis of the potential improvement district and the resulting special assessment burden on the properties within the Pepper Hall development to fund the Okatie River Park Improvements¹. The Okatie River Park Improvements include Graves Road from US Highway 278 to the northern property line and a Primary Park Access Road (the “Park Road” and collectively with Graves Road, the “Roads”), as well as the park facility (the “Park”). The total estimated costs of the Roads and the Park is approximately \$4.7 million. Pursuant to the Pepper Hall Development Agreement, Beaufort County is obligated to pay for the construction costs of the Roads and the Park, including design, permitting and construction costs. Per the terms of this development agreement, the County is authorized, but not mandated, to establish an improvement district to re-coup the costs, or a portion of the costs, of the Roads and the Park. For the reasons set forth below, the Pepper Hall team suggests that an improvement district should be established by the County to recoup \$2.4 Million of costs of the Roads.

Consistent with the State of South Carolina’s governing legislation for improvement districts, with the national use of special assessment districts and with commonly accepted principles of equity and fairness, special assessments are typically levied on property owners that receive a special benefit from contemplated public improvements. As such, the special benefits that the proposed improvements should provide to the distinct components of the Pepper Hall development project should be analyzed in the contemplation of this special assessment district.

While the Park will enhance the Pepper Hall development due to its close proximity, the Park is a project of the County, meant to serve the County at large. The location, scale, scope and characteristics of the Park are consistent with a County wide asset, as opposed to a neighborhood park. Site design and amenities shall be as required to meet the County’s goals and are subject to County approval. The Pepper Hall team understands that the County has a potential funding source for the Park. Additionally, although it is recognized that the expected park impact fees from the

¹ All capitalized terms have the meanings set forth in the Pepper Hall Development Agreement unless otherwise defined herein.

Pepper Hall development cannot be utilized to fund the Park due to its passive nature, the development will generate an estimated \$880,000 of park impact fees from the Pepper Hall development (see Exhibit A), and consideration should be given to this estimated revenue. As specified in our recent conversations, the Pepper Hall team believes the Park should be excluded from the improvements funded by the anticipated special assessments.

The contemplated Park Road shares many of the characteristics described in the prior paragraph. The Park Road is primarily being constructed to provide access to the Park to the citizens of Beaufort County. The Park Road is not being constructed to solely provide a special benefit to the Pepper Hall development. The location, scale, scope and characteristics of the Park Road are consistent with a County wide asset, as opposed to a neighborhood road, because it will be utilized as access to the Park. The Park Road will be utilized by certain residents of Pepper Hall, but this utilization is a modest outcome, and distinct from the goal of the Park Road.

The contemplated improvements to Graves Road shares some of the characteristics described in the prior paragraphs. The improvements to the portion of Graves Road up to the Park Road will provide better access to the Park to the citizens of Beaufort County. These improvements to Graves Road are not being constructed to solely provide a special benefit to the Pepper Hall development. The distinct portions of Graves Road will be utilized in varying degrees by the distinct residential properties within Pepper Hall, as well as the properties further up Graves Road (beyond Pepper Hall).

Additionally, with recognition that the expected road impact fees from the Pepper Hall development cannot be utilized to fund the Park Road or the improvements to Graves Road, consideration should be given for the estimated \$1,970,000 of road impact fees from the Pepper Hall development (see Exhibit A).

The projected tax revenue from the development should be also taken into account. Based on the currently expected development plan, which includes an apartment project and a for rent town home project (both currently under a letter of intent), and estimates of taxable values provided by the developer, the development is estimated to generate more than a half a million dollars annually in Beaufort County real property tax revenue (upon full build out), as shown on Exhibit B. The County may be able to direct this additional tax revenue toward the costs of the Roads.

The developer has already committed to a significant financial contribution to the Roads by committing to provide the necessary easements and rights-of-way for road, pedestrian, and bicycle access, parking, utilities, landscaping and lighting, access and signalization.

Based on the concepts described above, the Pepper Hall team suggests that \$1.2 Million of the cost of the Park Road should be funded by the contemplated special assessments, and that \$1.2 Million of the cost of the improvements to Graves Road, should be funded by the contemplated special assessments.

As previously discussed, and as typical in the establishment of special assessment districts, the affordability of the assessment burden must be considered. Utilizing the amounts specified in the prior paragraph, the resulting assessment burden on the real property in the development is at

the upper range of the developer's estimate of an affordable assessment burden. A potential split of the total assessment burden is set forth on Exhibit C, which is incorporated herein by reference.

This split of the assessment burden among the distinct property types should be considered preliminary. This potential split is based on the following concepts:

- The commercial zone of the project will not utilize Graves Road and Park Road in any significant manner;
- The multi-family apartment project will only benefit from a portion of Graves Road (will not benefit from the majority of Graves Road nor Park Road);
- The benefit of Park Road to the for rent townhomes will be less than the detached single family homes and the for sale townhomes;
- Common ratios of assessment burden between distinct residential types; and
- A 30 year payment term.

Based on the above concepts, the Pepper Hall team feels a contribution by the developer of \$2.4 Million in addition to the donation of the right-of-way, easement, access and other improvements described above reflects an equitable cost-sharing of the road improvements.

We look forward to discussing the above with you in more detail and answer any questions you may have.

CC: Barry Johnson, Esq.
Robert Graves
Kurt Taylor, Beaufort County Attorney

**Exhibit A
Pepper Hall
Beaufort County, SC**

DRAFT 3/30/2020

PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY

Preliminary Summary of Estimated Beaufort County Impact Fees

Development Use	Units ¹	Square Ft ¹	Impact Fees for Roads			Impact Fees for Library			Impact Fees for Parks		
			Per Unit	Per SF	Impact Fee	Per Unit	Per SF	Impact Fee	Per Unit	Per SF	Impact Fee
<i>Residential</i>											
Detached single family homes	109		\$3,063		\$333,867	\$553		\$60,277	\$1,385		\$150,965
For sale town homes	54		\$1,876		\$101,304	\$553		\$29,862	\$1,385		\$74,790
For rent town homes	120		\$1,876		\$225,120	\$553		\$66,360	\$1,385		\$166,200
Multi-family apartments	336		\$2,151		\$722,736	\$553		\$185,808	\$1,385		\$465,360
Sub-total residential	619				\$1,383,027			\$342,307			\$857,315
<i>Commercial</i>											
General commercial											
				<u>Per 1,000 SF</u>			<u>Per 1,000 SF</u>		<u>Per 1,000 SF</u>		
Office, within mixed use building		31,000		\$3,440	\$106,640		\$0		\$0		\$0
High turnover restaurant, within mixed use building		11,000		\$9,341	\$102,751		\$0		\$0		\$0
Retail, within mixed use building		21,000		\$6,309	\$132,489		\$0		\$0		\$0
Apartments, within mixed use buildings	17	25,500 88,500	\$2,151		\$36,567	\$553		\$9,401	\$1,385		\$23,545
Small grocery		12,000		<u>Per 1,000 SF</u>	\$6,309	\$75,708		<u>Per 1,000 SF</u>		<u>Per 1,000 SF</u>	\$0
Market & gas (convenience store)	<u>Pumps</u>	8	4,000	<u>Per Gas Pump</u>	\$6,132	\$49,056		<u>Per Gas Pump</u>		<u>Per Gas Pump</u>	\$0
Restaurant		11,000		<u>Per 1,000 SF</u>	\$8,063	\$88,693		<u>Per 1,000 SF</u>		<u>Per 1,000 SF</u>	\$0
Sub-total commercial		115,500			\$591,904			\$9,401			\$23,545
Total					\$1,974,931			\$351,708			\$880,860

MuniCap, Inc. Box\Dropbox (MuniCap)\MuniCap Team Folder\Thad MuniCap\MuniCap\Consulting\Robert Graves Okatie Beaufort County\{R Graves Pepper Hall SAD projections draft March 30 20.xls}Impact Fees
¹Assumed, as provided by client (R. Graves). 30-Mar-20

**Exhibit B
Pepper Hall
Beaufort County, SC**

DRAFT 3/27/2020

PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY

Preliminary Summary of Proposed Development Plan and Estimated Beaufort County Tax Revenues Thereon

Development Use	Units ¹	Square Ft ¹	Estimated Average Taxable Value ^{1,2}		Assumed Average Assessment Rate ³	Estimated Average Assessed Value		Estimated Total Taxable Value	Estimated Total Assessed Value	\$0.0598 Current County Mills Estimated Beaufort County Real Property Tax
			Per Unit	Per SF		Per Unit	Per SF			
<i>Residential</i>										
Detached single family homes	109		\$600,000		4.25%	\$25,500		\$65,400,000	\$2,779,500	\$166,214
For sale town homes	54		\$400,000		4.50%	\$18,000		\$21,600,000	\$972,000	\$58,126
For rent town homes	120		\$250,000		6.00%	\$15,000		\$30,000,000	\$1,800,000	\$107,640
Multi-family apartments	336		\$120,000		6.00%	\$7,200		\$40,320,000	\$2,419,200	\$144,668
Sub-total residential	619							\$157,320,000	\$7,970,700	\$476,648
<i>Commercial</i>										
General commercial		88,500		\$150	6.00%		\$9.00	\$13,275,000	\$796,500	\$47,631
Small grocery		12,000		\$100	6.00%		\$6.00	\$1,200,000	\$72,000	\$4,306
Market & Gas (C-store)		4,000		\$340	6.00%		\$20.40	\$1,360,000	\$81,600	\$4,880
Restaurant		11,000		\$500	6.00%		\$30.00	\$5,500,000	\$330,000	\$19,734
Sub-total commercial		115,500						\$21,335,000	\$1,280,100	\$76,550
Total								\$178,655,000	\$9,250,800	\$553,198

MuniCap, Inc. DropBox\Dropbox (MuniCap)\MuniCap Team Folder\Thad MuniCap\MuniCap\Consulting\Robert Graves Okatie Beaufort County\JR Graves Pepper Hall SAD projections draft March 30 20.xls\III. 30-Mar-20

¹Assumed, as provided by client (R. Graves).
²Assumed, as provided by client (R. Graves); the potential impact from the Homestead Exemption on owner occupied units (for age and disabilities qualifications) is not explicitly included in this analysis.
³Assumed, as provided by client (R. Graves); the assumed average assessment rates reflect the assumptions that 87.5 percent of the single family detached units will qualify for four percent assessment rate and that 75 percent of the for sales town homes will qualify for the four percent assessment rate.

Exhibit C
Pepper Hall
Preliminary Assessment Fee Summary

DRAFT 4/7/2020

PRELIMINARY DRAFT FOR DISCUSSION PURPOSES ONLY

Public Improvement	Development Use	Relative Burden Ratio ¹	Assessment Fee per Year ²	30 Year Total Assessment per Unit	Estimated # of Units ³	30 Year Total All Units Assessment Fee
County Park						
	Detached single family homes	1.00	\$0.00	\$0.00	109	\$0.00
	For rent town homes	0.40	\$0.00	\$0.00	120	\$0.00
	For sale town homes	0.65	\$0.00	\$0.00	54	\$0.00
	Multi-family apartments	0.30	\$0.00	\$0.00	336	\$0.00
					Total	\$0.00
Park Road, including hardscape and landscape						
	Detached single family homes	1.00	\$208.23	\$6,246.90	109	\$680,912.10
	For rent town homes	0.40	\$83.29	\$2,498.76	120	\$299,851.20
	For sale town homes	0.65	\$135.35	\$4,060.49	54	\$219,266.19
	Multi-family apartments	0.00	\$0.00	\$0.00	336	\$0.00
					Total	\$1,200,029.49
Front of Graves Road (up to final access point into the apartments), including hardscape and landscape						
	Detached single family homes	1.00	\$40.97	\$1,229.10	109	\$133,971.90
	For rent town homes	0.40	\$16.39	\$491.64	120	\$58,996.80
	For sale town homes	0.65	\$26.63	\$798.92	54	\$43,141.41
	Multi-family apartments	0.30	\$12.29	\$368.73	336	\$123,893.28
					Total	\$360,003.39
Back of Graves Road (past final access point to the apartments), including hardscape and landscape						
	Detached single family homes	1.00	\$145.76	\$4,372.80	109	\$476,635.20
	For rent town homes	0.40	\$58.30	\$1,749.12	120	\$209,894.40
	For sale town homes	0.65	\$94.74	\$2,842.32	54	\$153,485.28
	Multi-family apartments	0.00	\$0.00	\$0.00	336	\$0.00
					Total	\$840,014.88
Total for all public improvements covered						
	Detached single family homes		\$394.96	\$11,848.80	109	\$1,291,519.20
	For rent town homes		\$157.98	\$4,739.52	120	\$568,742.40
	For sale town homes		\$256.72	\$7,701.72	54	\$415,892.88
	Multi-family apartments		\$12.29	\$368.73	336	\$123,893.28
					Total	\$2,400,047.76

¹The ratios shown are preliminary assumptions and should be considered draft and subject to change. Additional analysis will be required to establish the assessment burdens between the distinct property types.

²The indicated amounts are assumed in order to generate the desired total assessment revenue contribution shown in the final column. The indicated amounts utilize the assumed ratios shown in the prior column.

³Provided by the developer.

OKATIE RIVER ASSESSMENT DISTRICT TIMELINE

Item 13.

DATE	TASK	NOTE	WHO?
July 6th	Natural Resources Committee Review Finance Committee Review		BC BC
July 13th	Adoption of Resolution	Must adopt ordinance w/in 120 days from adoption of resolution	BC
TBD	Submit Resolution to Island Packet for publication	Must publish entire resolution	BC
Week of July 20	Publication Week #1		
Week of July 27	Publication Week #2		
Week of August 3 (No later than Friday, August 7)	Publication Week #3	Must occur at least 10 days prior to public hearing	
August 17	Public Hearing (No council meeting scheduled for this day, but Finance and Public Works will meet according to calendar--a quorum of council is not necessary since no action will be taken)	Cannot be any sooner than 30 days or any later than 45 days from adoption date of resolution (Between August 12 and August 27)	BC
Week of August 24th	Submit ordinance (including RMA, Report, and Assessment Roll)	Agenda deadline for Council Meeting	Nexsen Pruet MuniCap
September 14, 6 p.m.	1st Reading by County Council		BC
September 28, 6 p.m.	2nd Reading and Public Hearing		BC
October 12, 6 p.m.	3rd Reading		BC
October 13	Mail Notice of Improvement and Assessments	Certified or registered mail, return receipt requested; Mr. Graves only property owner who needs notice	BC
October 26	Public Hearing--Objections Confirmation of Assessment Roll	By Resolution	BC

Potential Timeline for Development Agreement Amendment:

Natural Resources Review	July 6
First Reading	July 13
Second Reading/PH	August 10
Third Reading	September 14



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Hilton Head Island - Bluffton Chamber of Commerce - 2020 Digital Marketing Program Agreement

Council Committee:

Finance

Meeting Date:

July 13, 2020

Committee Presenter (Name and Title):

Jon Rembold, Airports Director, C.M.

Issues for Consideration:

Points to Consider:

The airport is engaging with the HHI-Bluffton Chamber of Commerce and Visitor and Convention Bureau in a 6-month marketing campaign that aligns with the Chamber's "Path Forward" Program. This program is designed to reach visitors who have previously visited Hilton Head Island.

Funding & Liability Factors:

100% Town of Hilton Head Island 2020 Accommodations Tax dollars

Council Options:

Approve, Modify or Reject

Recommendation:

Approve



TO: Mr. Howard Ackerman, BCAB Chairman

FROM: Jon Rembold, Airports Director

SUBJ: Hilton Head Island Airport – 2020 Digital Marketing Program Agreement

DATE: July 10, 2020

BACKGROUND:

Hilton Head Island Airport is again working cooperatively with the Hilton Head Island – Bluffton Chamber of Commerce Visitor and Convention Bureau on a 6-month digital marketing campaign aimed primarily at customers whom have previously visited the Island and are contemplating a return trip. Through research, we have identified target markets on which to focus these efforts.

This campaign is funded with Town of Hilton Head Island ATAX funds.

VENDOR INFORMATION:

Hilton Head Island-Bluffton Chamber of Commerce

6 MONTH TERM COST:

\$75,000.00

RECOMMENDATION:

Approval of subject contract

Encl: 2020 Path Forward Digital Marketing Program Agreement



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road
 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

TO: Councilman Chris Hervochon, Chairman, Beaufort County Finance Committee
 FROM: Dave Thomas, CPPO, Purchasing Director
 SUBJ: Hilton Head Island Airport - 2020 Digital Marketing Program Agreement
 DATE: July 10, 2020

BACKGROUND:

Hilton Head Island Airport is again working cooperatively with the Hilton Head Island – Bluffton Chamber of Commerce Visitor and Convention Bureau on a 6-month digital marketing campaign aimed primarily at customers whom have previously visited the Island and are contemplating a return trip. Through research, we have identified target markets on which to focus these efforts. This campaign is funded with Town of Hilton Head Island ATAX funds.

VENDOR BID INFORMATION:

Hilton Head Island-Bluffton Chamber of Commerce

6 MONTH TERM COST:

\$75,000.00

FUNDING:

Town of Hilton Head Island 2020 ATAX funds

FOR ACTION:

Finance Committee meeting occurring July 13, 2020.

RECOMMENDATION:

Beaufort County Finance Committee approval of subject contract

cc: Ashley Jacobs, County Administrator
 Raymond Williams, Finance Director
 Jon Rembold, C.M., Airports Director

Encl: Recommendation Memo – BCAB Chairman Ackerman



TO: Councilman Chris Hervocho, Chairman, Beaufort County Finance Committee

FROM: Howard Ackerman, Chairman, Beaufort County Airports Board

SUBJ: Hilton Head Island Airport - 2020 Digital Marketing Program Agreement

DATE: July 10, 2020

BACKGROUND:

Hilton Head Island Airport is again working cooperatively with the Hilton Head Island – Bluffton Chamber of Commerce Visitor and Convention Bureau on a 6-month digital marketing campaign aimed primarily at customers whom have previously visited the Island and are contemplating a return trip. Through research, we have identified target markets on which to focus these efforts. This campaign is funded with Town of Hilton Head Island ATAX funds.

VENDOR INFORMATION:

Hilton Head Island-Bluffton Chamber of Commerce

6 MONTH TERM COST:

\$75,000.00

FUNDING:

Town of Hilton Head Island 2020 ATAX funds

FOR ACTION:

Finance Committee meeting occurring July 13, 2020

RECOMMENDATION:

Approval of subject contract

Encl: 2020 Path Forward Digital Marketing Program Agreement



HILTON HEAD ISLAND-BLUFFTON
CHAMBER OF COMMERCE

2020 PATH FORWARD DIGITAL MARKETING PROGRAM CONTRACT

Submitted By: Zack Shedd **Date:** 7/6/2020

Advertiser: _____

Business: Hilton Head Airport

Address: 120 Beach City Road

City/State/Zip: Hilton Head Island, SC 29925

Contact: Jon Rembold, Airport Director / Elizabeth Floes, Sr. Consultant

Phone: Jon: (843) 255-2592 / Cell: (843) 441-5871 / Elizabeth: 585-953-5883

Email: rembold@bcgov.net / elizabeth@volaireaviation.com

URL: www.hiltonheadairport.com

Purpose of Billing: 2020 Path Forward Digital Marketing Program- Section & Rate Information

Program: Exclusive Digital Marketing Pathforward Program **Net Cost:** \$ 75,000

SUMMARY – 2020 PATH FORWARD DIGITAL MARKETING PROGRAM

Investment:

\$75,000 - 6 month campaign
(July 15, 2020 - January 15, 2020)

Target Markets:

- ATL, ORD, DFW
- DCA to include the full Baltimore–Washington metropolitan area
- Michigan – Specifically the Detroit metro area and Grand Rapids
- Pennsylvania – PHIL, Pittsburgh and Harrisburg
- Ohio – Columbus metro area, the Cleveland-Akron (Canton) DMA, Dayton,Cincinnati
- Connecticut - Hartford, Boston, Denver
- Kentucky - Specifically northern KY and the Louisville Region

Marketing Channels:

- Paid Media
- Brand and Category Search
- YouTube
- Paid social advertising and content boosting
- GDN Display/Bing and Remarketing
- Social Media (organic) and Content Marketing (blog)
- Integrated Campaign Landing Page

Reporting: We will provide a comprehensive report outlining campaign performance and key insights during the campaign.

General Ledger

Account #: 4350-200 (SCPRT Private Match / Leisure)

Deadlines and Creative Instructions: Materials

ALL CONTENT MUST BE APPROVED PRIOR TO GOING LIVE JULY 15, 2020.

DUE BY: 7/12/2020

Materials to Come From: Elizabeth Flores

Advertiser Approval DUE BY: 7/12/2020

Start Date: The Path Forward Digital Marketing Program will go live July 1, 2020 and will remain on-line until November 30th, 2020. All materials are submitted and a final proof is approved.

* ALL ads are formatted. All ads will link directly to your website.

SEND MATERIALS directly to: ZShedd@hiltonheadisland.org

Advertising Agreement:

The undersigned Advertiser and the Hilton Head Island-Bluffton Chamber of Commerce hereby mutually agree as follows:

I hereby warrant that I have read the contract conditions, that I am an authorized officer, and that I have full power and authority to sign for the below named firm.

TERMS & CONDITIONS:

1. Purpose. The Hilton Head Island-Bluffton Chamber of Commerce (HHIBCC) agrees to provide advertising media space on its Internet website and to arrange for certain related services (the "Advertisement"), subject to the terms and conditions of this Agreement.
2. Payment Terms. All invoices are due upon receipt. The insertion order will not be placed unless payment has been received 10 days prior to launch date. The HHIBCC reserves the right to terminate services rendered and remove any Internet advertising from the web site in the event any of the client's invoices remain unpaid after thirty (30) days from date of invoice.
3. Content and Placement. The HHIBCC reserves the rights, in its sole discretion, to reject, alter or refuse any Advertisement, but no substantive changes in the Advertisement will be made without the prior consent of the Customer. The HHIBCC shall determine the exact placement of the Advertisement in the website and reserves the right to provide multiple placements of similar advertising on a rotating basis within the website.
4. Design. The design and shape of the Advertisement shall be subject to the requirements and limitations of the HHIBCC website. The HHIBCC reserves the right to make such adjustments in the shape, exact size, colors and attributes of the Advertisement in order to make it function within the HHIBCC website. Prior to production of the advertisement, the HHIBCC must receive all ad materials.
5. Responsibility. Advertiser is responsible for ensuring all ad materials are correct and live on hiltonheadisland.org once submitted to the HHIBCC.
6. Termination for Default. The HHIBCC reserves the right to terminate this Agreement at any time upon the Customer's failure to pay an invoice submitted within thirty (30) days, in the event of any other breach of this Agreement by the Customer, in the event the Customer violates any of the terms and conditions contained in the Agreement, or if the Customer becomes insolvent or files any proceedings in bankruptcy. In the event of any such termination, the Customer shall immediately pay for all advertising used or services rendered up to the time of such termination.
7. Rights in Advertisement. All rights, title and interest (including copyright) in and to the Advertisement and its placement in the HHIBCC website are reserved to HHIBCC. Customer acknowledges and agrees that HHIBCC is and shall remain the owner of all design work, information and technical enhancements incorporated into its website in connection with Advertisement.
8. Indemnification. Customer agrees to protect, defend, indemnify and hold harmless the HHIBCC, its directors, officers, employees, representatives, predecessors, successors and assigns, of and from any and all claims, demands, causes of action and liability, including without limitation, investigation expenses, court costs and reasonable attorney's fees, arising out of or related to display of the Advertisement or its services under this Agreement.
9. Governing Law. The Parties acknowledge that this agreement has been made in Beaufort County, SC and agree that it shall be construed pursuant to and in accordance with the laws of the State of SC and that venue for any action arising out of this Agreement shall be maintained in any state court of competent jurisdiction in Beaufort County, SC.

Amount Due: \$75,000

Advertiser: Hilton Head Island Airport

Contracted Dates: July 15, 2020 - January 15, 2020

Billing Instructions: 1st payment - \$25,000 - Due July 15, 2020 : 2nd payment - \$25,000 - Due Sept 15, 2020

3rd payment - \$25,000 - Due November 15, 2020

Authorized by Jon Rembold

(print/sign/title): Airport Director



Date: 7/8/2020



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Rural and Critical Lands Board Appointment

Committee:

Natural Resources

Meeting Date:

July 13, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Appointment of Christopher Marsh

Points to Consider:

Funding & Liability Factors:

None

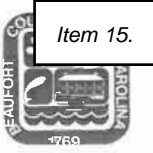
Council Options:

Approve, Modify, or Reject

Recommendation:



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



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

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

BOARDS AND COMMISSIONS

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

DATE: June 22, 2020 NAME: Christopher P. Marsh

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: director of environmental non-profit (Spring Island Trust/ LowCountry Insitute)

TELEPHONE: (Home) [REDACTED] (Office) [REDACTED] EMAIL: [REDACTED]

HOME ADDRESS: [REDACTED] STATE: SC ZIP CODE: 29905

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

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

ETHNICITY: Caucasian African American Other

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

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

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

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

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

Applicant's Signature: Christopher P. Marsh



Summary

My area of expertise is evaluating the habitat quality of southeastern natural communities and working with designers of human communities to minimize the impact of the human footprint. In addition to having a thorough understanding of the flora and fauna that characterize these habitats I work closely with the governance of communities as an environmental educator and facilitator. For the past 21 years I have served as the director of the environmental non-profit responsible for environmental stewardship of Spring Island, a 3,000 acre sea island that serves both as a nature preserve and a community of 350 residents. I have also assisted the real estate development firm Chaffin Light Associates with environmental assessments of sites in coastal SC, western NC, MD and the Bahamas.

Skill Areas

- Identification of North American terrestrial vertebrates (35+ years of experience)
- Identification of vascular flora of the Carolinas
- Classification of Southeastern habitats
- Site evaluation for the design of nature-based residential communities
- Stormwater management in residential communities
- Evaluation of climate change on coastal landscapes
- Design of nature-based curricula for adults and youth.

Experience

Executive Director, Spring Island Trust and LowCountry Institute (1998 – present)

Supervise the habitat manager of the 3,000 acres of Spring Island and the environmental educators who provide education programs to the residents of the community; technical advisor to local and regional committees that address water quality protection, habitat management and protection, and the impact of rising sea level on coastal communities.

Environmental Consultant (1986 – 2000)

Conduct site evaluations for the purposes of wetland delineations, presence of species of special concern, design of green space within residential communities. Projects have been done at Jacksonville, FL; Outer Banks, NC; eastern SC; Eastern Shore of MD; western NC; Nassau, Bahamas.

Instructor and Co-Founder, South Carolina Master Naturalist Program (2000 – present)

This adult education program is co-sponsored by Clemson University and the LowCountry Institute.

College Professor (1982-1998)

Served on the biology faculty of Brevard College (1982-1984) and Coastal Carolina University (1984-1998) during which time I taught biology courses that included Ornithology, Animal Behavior, Natural History of South Carolina (graduate course for teachers), and Environmental Science for Non-majors.

Graduate Student, Oregon State University (1977-1982)

Responsibilities included teaching labs for undergraduate and graduate courses: Ornithology, Mammalogy, Vertebrate Zoology of the Pacific Northwest, Invertebrate Zoology, Marine Ecology, Genetics, and Vertebrate Physiology.

Undergraduate Student, North Carolina State University (1973-1977)

Coursework included Plant Taxonomy, Ecology, Herpetology (under Dr. Bernard Martof)

Research Technician, NC State Museum of Natural History (1975-1977)

Conducted species surveys of birds, bats and other small mammals throughout the state of North Carolina.

Education: B.S. 1977 Zoology, North Carolina State University (magna cum laude)
 Ph.D. 1984 Zoology, Oregon State University; *Doctoral Dissertation: The Effects of Bird Predation on Invertebrate Populations of a Rocky Intertidal Community.*