



## County Council Meeting Beaufort County, SC

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

Monday, March 25, 2024  
5:00 PM

### AGENDA

#### COUNCIL MEMBERS:

JOSEPH F. PASSIMENT, CHAIRMAN  
DAVID P. BARTHOLOMEW  
LOGAN CUNNINGHAM  
YORK GLOVER  
MARK LAWSON  
ANNA MARIA TABERNIK

LAWRENCE MCELYNN, VICE CHAIR  
PAULA BROWN  
GERALD DAWSON  
ALICE HOWARD  
THOMAS REITZ

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION- Council Member Alice Howard
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 - *February 26, 2024*
- [6.](#) INVESTIGATION REPORT AND RECOMMENDATIONS BY HAYNSWORTH SINKLER BOYD, P.A.
- [7.](#) ADMINISTRATION'S ACTIONS AS RESULT OF INVESTIGATIONS AND REPORT AND RECOMMENDATIONS OF HAYNSWORTH SINKER BOYD, P.A.
8. ADMINISTRATOR'S REPORT

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#### CITIZEN COMMENTS

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[9.](#) **CITIZEN COMMENT PERIOD - 15 MINUTES TOTAL**

*Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to AGENDA ITEMS ONLY and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.*

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## COMMITTEE REPORTS

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### 10. LIASION AND COMMITTEE REPORTS

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#### PUBLIC HEARINGS AND ACTION ITEMS

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11. APPROVAL OF CONSENT AGENDA
12. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY'S BUDGET ORDINANCE FOR FISCAL YEAR 2024 (ORDINANCE NO. 2023/22) TO APPROPRIATE AND TRANSFER \$250,000 FROM FUND BALANCE OF THE GENERAL FUND TO THE SPECIAL REVENUE FUND (FUND 2546) TO COVER UNBUDGETED COSTS FOR THE DAUFUSKIE ISLAND FERRY OPERATIONS; TO APPROPRIATE AND TRANSFER \$3,600,000 FROM FUND BALANCE OF THE GENERAL FUND FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 333 AND 335 BUCKWALTER PARKWAY PURSUANT TO ORDINANCE 2023/14; TO INCLUDE THREE SPECIAL REVENUE FUNDS' BUDGETS (FUNDS 2230, 2252, AND 2255) IN AN AGGREGATE AMOUNT OF \$402,918 WHICH WERE CONVERTED TO THE GENERAL FUND DURING THE CHART OF ACCOUNTS CONVERSION PROCESS. TOTAL AMENDMENT OF BUDGET ORDINANCE 2023/22 IS \$4,252,918. ***(FISCAL IMPACT: An increase in the County's operating budget of \$4,252,918)***
13. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING CHAPTER 66 TAXATION, ARTICLE V HOSPITALITY TAX OF THE BEAUFORT COUNTY CODE OF ORDINANCES
- Vote at First Reading on March 11, 2024 - 11:0*
14. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING CHAPTER 66 TAXATION, ARTICLE II ACCOMMODATIONS TAX BOARD, DIVISION 1. GENERALLY AND DIVISION 2. ACCOMMODATIONS (3%) TAX
- Vote at First Reading on March 11, 2024- 10:1*
15. SECOND READING OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE A-TAX FUNDS AS RECOMMENDED BY THE STATE A-TAX COMMITTEE IN COMPLIANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA CODE OF LAWS. ***(FISCAL IMPACT: Funding will come from the State Accommodations Fund.)***
16. APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO CONTRIBUTE TO THE PROCUREMENT OF A CONSERVATION EASEMENT ON SEVERAL PARCELS OF REAL PROPERTY LOCATED IN JASPER COUNTY AND KNOWN, COLLECTIVELY, AS GREGORIE NECK (PIN# 087-00-09-022, 087-00-09-023, 087-00-09-025, 087-00-09-031) ***(FISCAL IMPACT: \$1,000,000 from the Beaufort County Green Space Program Sales Tax Fund # 4706)***
17. MOTION TO CONSIDER AMENDING A PREVIOUSLY ADOPTED RESOLUTION (RESOLUTION 2024/04) THAT AUTHORIZED THE PROVISION OF FUNDS TO THE LOWCOUNTRY AREA TRANSPORTATION STUDY (LATS) FOR BEAUFORT COUNTY'S PORTION OF LOCAL MATCH FOR THE FOLLOWING TRANSPORTATION STUDIES: (1) THE NORTHERN BEAUFORT COUNTY TRANSIT STUDY, (2) THE SC 315/46 AND BLUFFTON PARKWAY EXTENSION STUDY, AND (3) THE BLUFFTON PARKWAY FROM SC 170 TO US 278 AT THE BLUFFTON PARKWAY FLYOVER STUDY; AND FURTHER TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE MEMORANDA OF UNDERSTANDING WITH THE LOWCOUNTRY COUNCIL OF GOVERNMENTS FOR THE MANAGEMENT OF THE REGIONAL STUDIES ***(FISCAL IMPACT: The match for the Bluffton Parkway's study will come from 2000 Bluffton impact fees professional services account 2300-30-0000-51160 with a balance of \$7,331,998.85. The match for the SC315/SC 46's study and the Northern Transit Study will***

*come from Road Use Fee funds professional services account 2342-30-0000-51160 with a balance of \$1,558,409.65)*

18. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH BEAUFORT JASPER WATER SEWER AUTHORITY, FOR THE CONSTRUCTION/INSTALLATION OF THE LOBECO/MORGAN ROAD WATERLINE PROJECT IGA WITH BJWSA FOR DESIGN AND CONSTRUCTION OF A WATER LINE TO SERVE THE LOBECO COMMUNITY. WATER LINE TO BE INSTALLED ON MORGAN ROAD BETWEEN TRASK PARKWAY AND JOHN MEEK WAY **(FISCAL IMPACT: \$3,668,800)**
19. APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ACCEPT A GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF AGRICULTURE IN THE AMOUNT OF \$500,000 FOR THE REPAIR AND CONSTRUCTION OF A COMMERCIAL DOCK AND UPGRADING OF EXISTING PROCESSING AND GRADING BUILDINGS AT GAY FISH COMPANY
20. APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO APPROVE AN AFFORDABLE HOUSING FEE SUBSIDY IN THE AMOUNT OF \$11,765 REQUESTED BY LOWCOUNTRY HABITAT FOR HUMANITY FOR THE CONSTRUCTION OF THREE AFFORDABLE RESIDENTIAL UNITS IN NORTHERN BEAUFORT COUNTY **(FISCAL IMPACT: \$11,765 AFFORDABLE HOUSING FUND)**
21. RECOMMEND THE APPOINTMENT OF THOMAS MIKE, SR. TO THE BEAUFORT JASPER SEWER WATER AUTHORITY BOARD (Once approved, *this recommendation will be sent to the Beaufort County Legislative Delegation for further action*)

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#### CITIZEN COMMENTS

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**22. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

*Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.*

**23. ADJOURNMENT**

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## CONSENT AGENDA

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### Items Originating from the Community Services and Land Use Committee

1. THIRD READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY WITH TMS NO. R510 005 000 0329 0000, LOCATED ON BEACH CITY ROAD, HILTON HEAD ISLAND (**FISCAL IMPACT: Beaufort County will receive \$30,250 from the Buyer. 70% of the funds from the sale will be deposited into the Rural and Critical Bond Fund (4500-80-0000-47010) to be used towards future acquisitions by the Rural and Critical Lands Preservation Program 30% of the funds will be reimbursed to the Town of Hilton Head**)

*Vote at First Reading on February 26, 2024- 10:0*

*Vote at Public Hearing and Second Reading on March 11, 2024- 11:0*

### Items Originating from the Finance, Administration and Economic Development Committee

2. AGENCIES, BOARDS, AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

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## END OF CONSENT AGENDA

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

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



## County Council Meeting Beaufort County, SC

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

Monday, February 26, 2024  
5:00 PM

### MINUTES

*Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting <https://beaufortcountysc.new.swagit.com/videos/298418>*

#### 1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:00 pm

##### **PRESENT**

Chairman Joseph F. Passiment  
Vice-Chairman Lawrence McElynn  
Council Member David P. Bartholomew  
Council Member Paula Brown  
Council Member Logan Cunningham  
Council Member Gerald Dawson  
Council Member York Glover (arrived late)  
Council Member Alice Howard  
Council Member Mark Lawson  
Council Member Thomas Reitz  
Council Member Anna Maria Tabernik

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Tabernik led the Pledge of Allegiance and gave the Invocation.

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

Chairman Passiment stated that public notice of this meeting had been posted, published and distributed in compliance with the SC Freedom of Information Act.

#### 4. APPROVAL OF AGENDA

**Motion:** It was moved by Council Member Dawson, Seconded by Council Member Howard to approve the agenda.

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

#### 5. APPROVAL OF MINUTES

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Howard to approve the minutes from January 22nd, February 5th and February 12th.

**The Vote** - Motion as approved without objection.

**6. ADMINISTRATOR'S REPORT**

Please watch the video stream available on the County's website to view the full report.

<https://beaufortcountysc.new.swagit.com/videos/298418>

**7. CITIZEN COMMENT PERIOD**

There were no citizen comments during this time period.

**8. LIASION AND COMMITTEE REPORTS**

To listed to the full report please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/298418>

**9. APPROVAL OF CONSENT AGENDA**

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Tabernik to approve the consent agenda.

**THIRD READING OF AN ORDINANCE APPROPRIATING FIFTEEN PERCENT OF FY24 GROSS STATE ACCOMMODATIONS TAX REVENUE TO DEVELOPMENT OF WORKFORCE HOUSING.**

**SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) FOR PROPERTY LOCATED UNDER THE CROSS-ISLAND PARKWAY ADJACENT TO THE BROAD CREEK BOAT LANDING PARCEL 552 010 000 0650 0000 (FISCAL IMPACT: N/A)**

**The Vote** - Motion as approved without objection.

**10. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY WITH TMS NO. R510 005 000 0329 0000, LOCATED ON BEACH CITY ROAD, HILTON HEAD ISLAND.**

**Motion:** It was moved by Council Member Reitz, Seconded by Council Member Howard to approve First Reading of an ordinance authorizing the interim county administrator to execute the necessary documents to convey a portion of property owned by Beaufort County with tms no. R510 005 000 0329 0000, located on Beach City Road, Hilton Head Island.

**The Vote** - Motion as approved without objection.

**11. APPROVAL OF A RESOLUTION AUTHORIZING THE PROVISION OF FUNDS TO LOWCOUNTRY AREA TRANSPORTATION STUDY (LATS) FOR BEAUFORT COUNTY'S PORTION OF THE LOCAL MATCH FOR THE NORTHERN TRANSIT STUDY, THE SC 315/46 AND BLUFFTON PARKWAY EXTENSION STUDY, AND THE BLUFFTON PARKWAY FROM SC 170 TO US 278 AT THE BLUFFTON PARKWAY FLYOVER STUDY; AND FURTHER TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE MEMORANDUMS OF UNDERSTANDING WITH LOWCOUNTRY COUNCIL OF GOVERNMENTS FOR THE MANAGEMENT OF THE REGIONAL STUDIES**

**Motion:** It was moved by Council Member Bartholomew, Seconded by Council Member Reitz to approve a resolution authorizing the provision of funds to lowcountry area transportation study (lats) for Beaufort County's portion of the local match for the northern transit study, the SC 315/46 and Bluffton parkway extension study, and the Bluffton parkway from SC 170 to us 278 at the Bluffton parkway flyover study; and further to authorize the interim county administrator to execute memorandums of understanding

with Lowcountry Council of Governments for the management of the regional studies.

**Discussion:** Council Members Cunningham and Brown stated they would not vote for this while it includes 5B. Jared Fralix, ACA Beaufort County, stated these are 3 independent studies, so it is possible to separate them.

**To see full discussion of this item please click the link below.**

<https://beaufortcountysc.new.swagit.com/videos/298418>

**The Vote** - Voting Yea: Chairman Passiment, Council Member Bartholomew, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson  
Voting Nay: Council Member Brown, Council Member Cunningham, Council Member Tabernik, Council Member Reitz. Motion passes 6/4

## 12. CITIZEN COMMENT PERIOD

**To listen to the full citizen comment period please click the link below.**

<https://beaufortcountysc.new.swagit.com/videos/298418>

Kade Yarborough - Daufiskie Island Council

## 13. EXECUTIVE SESSION - 5:38 pm

**Motion:** It was moved by Council Member Brown, seconded by Council Member Dawson, to enter into an executive session to discuss the items below.

**PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING LITIGATION (SCRATCH GOLF, LLC V BEAUFORT COUNTY AND BEAUFORT COUNTY COUNCIL)**

**PURSUANT TO S.C. CODE SEC. 30-4-70(A)(2): DISCUSSION OF PROPOSED CONTRACTUAL ARRANGEMENTS AND MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE.**

**PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2): DISCUSSION OF MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (INQUIRIES AND INVESTIGATIONS PURSUANT TO S.C. CODE SECTION 4-9-660)**

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

## 14. MATTERS ARISING OUT OF EXECUTIVE SESSION

No matters arose out of the executive session.

## 15. ADJOURNMENT

Meeting adjourned at 7:30PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph F. Passiment, Jr., Chairman

ATTEST:

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Sarah W. Brock, Clerk to Council  
Ratified:



## A Statement from Haynsworth Sinkler Boyd, PA

### Introduction

In the wake of the much-publicized issues surrounding the then current – now former – Beaufort County Administrator, Eric Greenway, Beaufort County Council engaged Haynsworth Sinkler Boyd, PA, working with Swiftwater Strategies, LLC, pursuant to a competitive solicitation process, to review the County’s purchases in 2023 to determine whether such purchases complied with the County’s Procurement Ordinance, Policies and Regulations (collectively the “Procurement Code”), to identify purchases that did not comply with the County’s Procurement Code and the reasons why they did not comply, and to make recommendations to County Council on how to improve the County’s purchasing practices, including providing advice on whether to revise any or all of the Procurement Code. Council also tasked us with reviewing all purchase card (“P-Card”) purchases from fiscal years 2019 through 2023, and similarly asked for a report on the propriety of these purchases and for recommendations on how the County could improve its P-Card purchasing practices. As a part of this investigation, we reviewed thousands of documents, interviewed and had discussions with many past and current County employees and officials, and analyzed the County’s Procurement Code, its P-Card Manual, and the practices of County staff in relation to these guidelines. Throughout this process, Beaufort County staff have been extremely helpful. They gathered and made available an extraordinary amount of data, and they have willingly and openly discussed issues involving Beaufort County’s procurement and purchasing practices and procedures. Moreover, while County Council wanted a prompt end to and report of our investigation, at no time did Council try to unduly rush our work, and at all times County Council has supported our efforts and expressed to us the desire for Beaufort County government to become better as a result of this process.

### Findings

#### Procurement Issues

In 2023 several individuals within Beaufort County Government failed to properly follow – and in certain situations blatantly disregarded – the County’s Procurement Code. These issues began at the top of the County’s government structure, with a leadership team that at worst, willfully flouted the County’s Procurement Code, or at the very least, were woefully ignorant of it. Regardless of whether the County leadership’s failure to adhere to purchasing guidelines was a result of their willful disobedience of the law or ignorance of it (or some combination thereof), this failure led to an overall culture of laxity within Beaufort County government with respect to the Procurement Code and related guidelines that has resulted not only in flagrant violations of the Procurement Code but also in many failures to follow technical details of the Code and to loosely enforce those guidelines.

While it is easy to look back now and criticize the actions – in several cases inactions – of County staff relative to their procurement and purchasing activities over the last year, it is important to remember that some of the most egregious problems with the procurement process came from the very top of Beaufort County government, namely, the former County Administrator. Two contracts

– one involving weighted blankets and one involving consulting services – were entered into by the County Administrator without any formal solicitation or even a purchase order, both of which are requirements of the Procurement Code. These contracts also included improper involvement of County staff members who had a personal stake in these contracts. Although improper approvals were made at first of these contracts, eventually they were terminated properly through the efforts of County staff. Another purchase – of almost \$800,000 worth of playground equipment and carried out by a former County Director – took place without County Council approval (which is required of all purchases over \$200,000), and without the County having a formal solicitation or even a signed agreement for the equipment. As with the other two contracts discussed above, when other County staff learned of this issue, albeit after the equipment had already been installed, staff alerted the Interim County Administrator, who alerted County Council.

Apart from these blatant violations, the review of procurement practices revealed several other issues. While none of these issues rise to the level of willfulness or blatant disregard of the Procurement Code already discussed, they do illustrate the culture of laxity mentioned previously. Examples of this laxity include overuse of the County’s sole source procurement method, a legitimate procurement method but one that should be used sparingly, and a failure to complete in many instances all of the documentation that the Procurement Code requires for competitive solicitations or legitimate exemptions from competitive solicitations, such as sole source procurements.

#### P-Card Issues

Purchasing through the use of P-Cards increased 85% from 2019 to 2023 (\$1,104,818 to \$2,039,467), with approximately 172 County staff members and elected officials having a P-Card at the current time. In several areas P-Card use seems excessive, personal, frivolous and not business driven, and often in violation of the County’s P-Card Manual. Examples of such purchases are individualized office décor, office holiday decorations, office furniture, an Apple watch, a Bible annotator, inappropriate books, earbuds, headsets, individualized cell phone cases, office snacks, meals, and flowers. P-Card purchasing is not centralized or properly tracked among departments, making it difficult to ensure that such purchases are warranted. Authorizations and approvals are also not routinely handled appropriately to provide proper oversight, as subordinates often approve the P-Card purchases of their superiors, and at times staff members authorize their own expenses.

#### **Actions Taken and Further Recommendations**

During the course of our investigation we recommended that Beaufort County Council adopt a Whistleblower Policy, and Council did so. We have also recommended that County Council adopt a substantially revised Procurement Code, and Council has agreed to this also, with a first reading of a substantially revised Procurement ordinance to be scheduled within the next several weeks.

In addition to the foregoing we have made several recommendations to County Council to address P-Card expenditures and the oversight of them. These include, but are not limited to, reducing the number of P-Card users, centralizing P-Card purchasing, and requiring a much more robust authorization and accountability process.

We have also recommended to County Council that it direct the Interim County Administrator to implement a robust training protocol for all relevant County staff concerning the County's Procurement Code, P-Card Manual and best practices for how to comply with these guidelines and be effective stewards of County resources. As part of and in addition to this training, we have also advised that the County educate its staff about the County's new Whistleblower Policy. We believe that it is critical that staff feel protected and empowered to report violations of the Procurement Code, P-Card Manual and other purchasing irregularities.

### **Summary and Conclusion**

Several of Beaufort County's staff and elected officials failed to adhere to the County's Procurement Code, P-Card Manual and other related guidelines and best practices. Some of those failures were egregious and more likely than not were willful. Other failures (and indeed the majority of them) arose out of a culture emanating from the top of the County's organization chart that, at best, looked upon procurement and purchasing guidelines as mere suggestions and not the law. It is important to note, however, that for each blatant violation of the Procurement Code that occurred, someone on the County's staff raised their hand – albeit sometimes too late to prevent the violation – and questioned what had occurred and was occurring, even though it usually meant questioning the actions of someone higher (and often much higher) on the organizational chart.

While it is evident that many within Beaufort County's staff realize that there have been issues for some time with Beaufort County's purchasing practices, it is also evident that these same staff members want to make sure these types of issues do not occur again, and they are committed to helping see that Beaufort County's government is run in a professional, efficient manner. Likewise, County Council has expressed a desire to learn from these past issues and to use them in order to improve upon Beaufort County's government.



**PREAMBLE  
TO RECEIPT OF REPORT AND RECOMMENDATIONS  
OF HAYNSWORTH SINKLER BOYD  
(MARCH 25, 2024)**

Today, we are going to receive the Report and Recommendations of Haynsworth Sinkler Boyd. This report is the result of seven months, and more than 800 hours, of investigative work that County Council hired Haynsworth Sinker Boyd, and its consultants, to perform. On behalf of County Council, I want to give some context to this report before we receive it.

During Council’s Special Called Meeting on July 24, 2023, Council announced that it become aware of the failure by some County employees and elected officials to comply with the County’s Procurement Code, budgets, P-Card policies and other rules and regulations. As a result of the information Council received, it placed the County’s Administrator on Administrative Leave with pay immediately, and until further notice. Four days later, on July 28, 2023, Council voted to terminate the County Administrator for cause based on additional information Council received relating to these same issues.

During the meeting of July 24<sup>th</sup>, Council authorized the Finance, Administration, and Economic Development Committee to identify, and to recommend to Council, a firm to conduct several investigations and reviews. The firm would be asked to:

1. Conduct a thorough review of all purchases that occurred on or after January 1, 2023;
2. Conduct a thorough review of all contracts for professional services the County entered into after January 1, 2023;

3. **Conduct a thorough review of the County's procurement codes, policies, and procedures and to provide Council with recommendations for updates, revisions, new measures, and any other changes the firm believes are necessary to strengthen the procurement process including the procurement code, our policies, and our procedures; and**
4. **Conduct an audit of the County's P-Card system for the fiscal years 2019 through 2023, to report the firm's findings to Council, and to make recommendations for any necessary changes.**

**On July 28<sup>th</sup>, the same day Council terminated Mr. Greenway for cause, Beaufort County issued a Request for Qualifications seeking qualified firms to conduct the review and investigations that I just described. Due to the urgent nature of the investigations, the Request for Qualifications was open for only three weeks. Two firms responded to the request: Burr Forman and Haynsworth Sinkler Boyd. On August 28<sup>th</sup>, ten days after the deadline for firms to respond to the RFQ, Council interviewed both firms. That same day the Finance committee voted, in a special called meeting, to recommended that Council hire Haynsworth Sinkler Boyd to perform the review and investigations. That same afternoon, Council convened a special called meeting. During that meeting Council accepted and ratified the recommendation of the Finance Committee to hire Haynsworth Sinkler Boyd.**

**On September 8, 2023, Haynsworth Sinkler Boyd and Beaufort County signed an Engagement Agreement. Since then, Haynsworth Sinkler Boyd and its consultant have spent hundreds of hours investigating and working with staff on the review and investigations. We understand that the investigations are complete. But Haynsworth Sinkler Boyd's work is not.**

**It continues to work with staff to develop a new procurement code, to enhance our P-Card policies, and to delve deeper into the issues Haynsworth Sinkler Boyd found in the contracts and P-Card purchases. That work will continue in the months ahead.**

**This brings us to where we are today, almost seven months to the day after Council selected Haynsworth Sinkler Boyd. Council has been briefed on the firm's findings. They are not good; we did not expect them to be good. We expected Haynsworth Sinkler Boyd to be brutally honest and frank so that County Council and Beaufort County government can learn from the weaknesses, and frankly – willful abuses and refusal to comply with, of our policies and procedures, to improve them, to improve compliance with them, and to hold accountable those who violate them and those who turn a blind eye to their violation.**

**Mr. Nicholson, a Shareholder and the Managing Director of Haynsworth Sinkler Boyd, conducted and presided over these investigations. He will present his firm's findings.**

**Mr. Nicholson, you have the floor.**

COUNTY COUNCIL OF BEAUFORT COUNTY  
 OFFICE OF THE INTERIM COUNTY ADMINISTRATOR  
 ADMINISTRATION BUILDING  
 BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
 100 RIBAUT ROAD

CHERYL H. HARRIS  
 EXECUTIVE ASSISTANT

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JOHN ROBINSON  
 INTERIM COUNTY ADMINISTRATOR

Beaufort County is grateful for the months of hard work and cooperation our Assistant County Administrators, CFO and Finance team, Information Technology Department, Records Management Department, Purchasing/Procurement Department, Legal Team, and many others put in to meet the needs of Haynsworth Sinkler Boyd as they conducted numerous hours of interviews, document inspections, policy/procedure reviews, and general investigation of Beaufort County practices.

The documents and actions investigated to reach the conclusion presented by Haynsworth Sinkler Boyd reflect the culture of the past administration. Culture change began immediately after County Council took action to remove the previous County Administrator. Change has continued over the past 8 months and will continue into the future. Changing culture is arguably among the most difficult challenges an organization can tackle, but we are on the right path.

I will describe actions taken by this administration and our Beaufort County team to correct problems identified by staff and Haynesworth Sinkler Boyd. Beaufort County has adapted to change quickly. We began rebuilding relationships with our peers and partners and continued to do the business of the people, while suffering the burden of our recent past.

I am confident that our Beaufort County team is filled with well-intended professionals who exemplify quality, character, and integrity. The actions I am about to describe are not the result of my individual effort. They are the collaborative effort of our Beaufort County Team. I, however, accept full responsibility for the hardship to staff which some of the actions have caused. County Council has trusted and empowered me to do what is necessary to mend the mistakes of the past and pave a way forward.

#### **Immediate Actions concerning Purchasing Card System (P-Cards)**

- Monday July 24, 2023: Public Safety Assistant County Administrator John Robinson was appointed as Acting County Administrator by County Council and 4 days later as Interim County Administrator.

Tuesday July 25, 2023: Executive Staff began collecting data on our Purchasing Card system, (p-cards) our current policy, the number of Beaufort County issued P-cards, to whom, and their uses.

Thursday July 27, 2023: I issued a county wide directive resetting all P-Card account spending limits to reflect the policy. This message was received by all County Staff and Elected Officials regardless of whether they or their departments possessed or used the Beaufort County P-Card system. The message included a PDF copy of the P-Card Policy and Quick Reference Guide to the County's purchasing process, purchasing thresholds, and contract process.



COUNTY COUNCIL OF BEAUFORT COUNTY  
 OFFICE OF THE INTERIM COUNTY ADMINISTRATOR  
 ADMINISTRATION BUILDING  
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CHERYL H. HARRIS  
 EXECUTIVE ASSISTANT

JOHN ROBINSON  
 INTERIM COUNTY ADMINISTRATOR

*Not all elected officials participated in the Beaufort County P-Card system at that time. Those were the Sheriff's Office, Probate Court, and all members of County Council. None of those officials possessed or used Beaufort County P-Cards at that time.*

*This is a policy reminder for all staff to review the Procurement Card Program Manual effective July 1, 2021, and ensure that all policies and procedures are being followed. A copy of the Manual is attached to this electronic communication for your convenience.*

*Effective as of this notice, the Purchasing Department has been instructed to review all P-Card accounts. Daily spending limits may not exceed \$3,000. Monthly credit limits may not exceed \$5,000. County Administration will be working with the departments and staff to ensure that this change of credit limit does not adversely affect your department's productivity.*

*Per the policy "This limit may be increased via the Purchasing Card request form." These forms will be submitted to the purchasing department via your chain of command and will be undersigned by the Acting County Administrator prior to the approval of any limit increase. Food and beverage purchases are not authorized, with exception as identified in the p-card policy or with written preapproval by the County Administrator.*

- **Thursday July 27, 2023: Document Preservation** - Our Assistant County Administrator for Information Technology and Communications Patrick Hill and our Information Technology Director Shakeeya Polite, verified the protection of critical electronic finance, purchasing and procurement data, including p-card statements and MUNIS (Municipal Uniform Information System- Government Finance and Accounting software) activity. This data was protected in a cloud server environment, with nightly performance of data back-up. This data was retained and archived for use in the pending investigation.
- **Tuesday August 8, 2023: Compliance with State Law, Local Ordinance, policies, and procedures.** I hosted a meeting in County Council Chambers. All Elected Officials, County Staff Department Heads and above were invited. The meeting was for all to hear directly from me. I offered my expectation of compliance with the Rules - SC Law, County Ordinance, Policy, and Ethical standards described in the Beaufort County Handbook. This was the first step towards changing the culture of the organization. I spoke specifically about strict adherence to our p-card and purchasing policies. I spoke further about my expectation of performance and my wishes for the culture of our organization.
- **August 2023: Purchasing and Procurement Training** - Beaufort County Deputy Director of Purchasing and Procurement Victoria Moyer began a series of training sessions for Department Heads, ACA's, and their staff who approve, conduct purchasing administration, submit requisitions, and navigate the procurement process for contracts. These sessions as

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CHERYL H. HARRIS  
EXECUTIVE ASSISTANT

JOHN ROBINSON  
INTERIM COUNTY ADMINISTRATOR

well as many one-on-one sessions were held to ensure compliance with procurement ordinance, policies, and procedures.

- Aug 16, 2023: Development of a Comprehensive Electronic Document Review System** - County Attorney Brittany Ward spoke with me about a project she was working on with our IT Department Web Designer/Programmer Josh Riley. The program Josh began building in June of 2023 was an electronic Legal Review process. The conversation revealed an opportunity to expand the project to include county contracts and other documents. The vision of this system could eliminate intentional or unintentional procedural errors in our procurement and purchasing process. Josh and Brittany worked for several months with input from various departments, until a functional system began BETA testing in November of 2023.

A simplified explanation of the internal system is a decision tree which requires a designated approver at each step in the process prior to consideration for final approval. The "Document Review System" captures notes, documents, and other data specific to each transaction. The system was implemented on January 1, 2024, with the first contract being processed on January 2, 2024, by Beaufort County's Hilton Head Airport. Implementation has not been without challenges; however, the system has proven to be extremely adaptable, and we continue to refine its capabilities. Josh Riley has proven his value as an expert in the development of this tool. In the past 90 days, the system has helped staff process over 100 contracts, legal reviews, and other documents. The Document Review Systems has offered a smooth transition of materials through proper internal review and preparation of documents to transfer as inputs to our Municode system for presentation to County Council and its Committees .

- Oct/ Nov 2023: Selection of Card Integrity** - Beaufort County Procurement Director Dave Thomas introduced a company (Card Integrity) to county staff and council. This service will monitor expense data for p-cards and requisitions. Data captured from our MUNIS software (Municipal Uniform Information System- Government Finance and Accounting software) is first analyzed by the company, then monitored by internal staff to effectively mitigate the risk of misuse, duplicate invoices, or fraud. Our CFO Denise Christmas tested the system with 30 days of data which immediately revealed opportunities for improvement in county operations. Beaufort County Finance and Procurement staff have worked with the provider to customize the monitoring system to the needs of the county. We expect to enter into a contract for service in the following weeks.

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- **Jan 1, 2024 – New Employee Handbook** - Beaufort County Human Resources Department lead by its Director Katherine Mead spent the better part of the last year creating a new Employee Handbook. This was implemented on January 1, 2024. Per request of County Council and with the help of Haynsworth Sinkler Boyd, Beaufort County authored and included a Whistleblower Policy in our new handbook. This policy offers a confidential path and protection for any employee with knowledge of wrongdoing to report it without fear of revenge, retaliation, or retribution.
- **New Procurement and Purchasing Policy** - Working together with Haynsworth Sinkler Boyd, Beaufort County is in the final stages of completion and execution of an entirely new procurement and purchasing policy. Once completed, all appropriate county employees will be required to attend training on these policies, with regularly planned continuing education.
- **New Human Resource Evaluation and Training System** - The Human Resources Department has executed the use of a new evaluation system and training software, NEO GOV. In the past few months, our Workforce Development Specialist Amber Black has rolled out regular required training for all employees. This includes specialized learning paths to meet the needs of each department or specific job requirements. Training classes are done in an on-line environment giving employees flexibility to complete training without interruption of routine work. Completed courses become part of the employee's record stored inside the database of NEOGOV.
- **Example of internal reassessment - March of 2023: Transition of P-Card Statements approvals from paper to Digital** - The Procurement and Finance Departments transitioned the county P-Card management system from a handwritten paper process of approvals to a digital approval and processing system. The transition greatly improved the efficiency of processing p-card purchasing but introduced an unintended opportunity for misuse by removing a layer of management approval oversight.

This missing layer of oversight was recently identified and corrected. The finance software system has been adjusted to require Assistant County Administrator's monthly approval of p-card use for each department prior to processing payments.

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INTERIM COUNTY ADMINISTRATOR

**Changes this administration seeks to accomplish are occurring in phases.**

Phase 1 - Completion of the final report of investigation for HSB - *near completion*

*Receiving the report from Haynsworth Sinkler Boyd is only part of Phase 1. Staff will continue to work with HSB to implement new policy and procedures as well as develop systems to ensure continued compliance.*

Phase 2 – Corrective action taken by Beaufort County - *On-going.*

*Corrective Action began Immediately, however the objective report from Haynsworth Sinkler Boyd has inspired staff to review in further detail ordinance, policy, and procedures to improve areas which may be in conflict with industry best practices.*

Phase 3 – Assessment of policy violation which may require further investigation and/or disciplinary action. *On-going*

*Beaufort County Executive staff, Beaufort County Legal Department and Haynesworth Sinkler Boyd will continue to work on specific details of the HSB investigation. Egregious or intentional violations of policy, procedure, or ethical behavior will be investigated and those responsible held accountable for their actions.*

Phase 4 – Compliance and re-assessment

*Purposeful routine evaluation of ordinance compliance, policy best practices and program sustainability.*

I want the public, my colleagues and County staff to know that although we have taken these initial steps, there is still work to do. I will continue to encourage a workplace culture which supports collaboration, communication, and personal display of character. Every member of Beaufort County must be empowered to recognize when improvement is needed and possess the initiative to execute change with support of their chain of command. I will continue to address issues presented by Haynsworth Sinkler Boyd and will continue to work to earn the public’s confidence in their government. This is not individual effort. Permanent change can only be achieved through leadership and teamwork.

Thank you!

  
John Robinson  
Interim County Administrator

CITIZENS COMMENTS 2<sup>nd</sup> PORTION

Any Topic

DATE: 03-25-24  
PRINT FULL NAME: Kade Yarborough  
TOPIC: Daufuskie Island Ferry

CITIZENS COMMENTS 2<sup>nd</sup> PORTION

Any Topic

DATE: 3/25/24  
PRINT FULL NAME: Michael P. Hubbard  
TOPIC: Daufuskie Island Ferry

CITIZENS COMMENTS 2<sup>nd</sup> PORTION

Any Topic

DATE: 03-25-24  
PRINT FULL NAME: Carrie B. Major  
TOPIC: St. Helena Island Community Ctr.

CITIZENS COMMENTS 1<sup>ST</sup> PORTION

Item 9.

AGENDA ITEMS ONLY

DATE: 3/25/24  
PRINT FULL NAME: Katherine McWilliams  
Agenda Item to be addressed: #16 Gregorie Neck

CITIZENS COMMENTS 1<sup>ST</sup> PORTION

AGENDA ITEMS ONLY

DATE: 3/25/2024  
PRINT FULL NAME: Col Mark Boman  
Agenda Item to be addressed: #16 (Gregorie Neck)

CITIZENS COMMENTS 1<sup>ST</sup> PORTION

AGENDA ITEMS ONLY

DATE: 3/25/24  
PRINT FULL NAME: Timothy Evans  
Agenda Item to be addressed: 16 GreenSpace

CITIZENS COMMENTS 1<sup>ST</sup> PORTION

AGENDA ITEMS ONLY

DATE: 3/25/24  
PRINT FULL NAME: Kate Smaefel  
Agenda Item to be addressed: 16

Staff

**Statement Regarding Daufuskie Island Ferry  
Daufuskie Island Council  
March 19, 2024**

The Daufuskie Island Council serves as an advisory “Voice of Daufuskie” with Beaufort County and other government entities.

Our Council as well as many Daufuskie residents have repeatedly expressed concerns about the process used by the County in choosing the current public ferry operator, including a disregard for vessel and operator requirements included in the RFP. We have now seen numerous cases of injuries sustained by ferry riders caused by an unsuitable boat. The situation for our senior residents and those with physical limitations has been especially problematic as they face extreme difficulties in navigating the embarkation docks and the boat itself.

On March 14th a ferry rider fell into the water after the boat ramp collapsed. This was a life-threatening situation as he was left in the water for an extended time before he was towed to a different marina by another boat captain. We are thankful he was able to swim, especially since some of our residents are unable to do so. And we are thankful that the water was calm that day and that he wasn’t injured or killed by the boat hitting the dock.

On behalf of our community, the Daufuskie Island Council is now saying “Enough is enough.”

Accordingly, we strongly urge the Beaufort County Council and staff to acknowledge that a mistake was made in the selection of an inexperienced and underfunded ferry provider. We further call on the County to immediately take any and all necessary measures to ensure that Daufuskie residents and visitors be provided with a regular, reliable, and...most importantly...SAFE ferry service. To do otherwise would be a great disservice to our community and could very well result in more hardship, more injuries, and even the loss of lives.

Adopted by a 6-0 vote on March 19, 2024



**DISABILITY  
RIGHTS**  
SOUTH CAROLINA

March 21, 2024

**Via Email Attachment:**

Beaufort County Council, Chair, Joseph Passiment: [jpassiment@bcgov.net](mailto:jpassiment@bcgov.net)  
Beaufort County Council, Vice Chair, Lawrence McElynn: [lawrencem@bcgov.net](mailto:lawrencem@bcgov.net)  
Interim County Administrator, John Robinson: [jrobinson@bcgov.net](mailto:jrobinson@bcgov.net)

***RE: Inaccessibility of Daufuskie Island Ferry***

Dear County Council Chair, Vice Chair, and Interim Administrator:

Disability Rights South Carolina is the federally mandated Protection & Advocacy agency for South Carolina. We have legal authority to protect and advocate for the rights of people with disabilities in this state. The purpose of this letter is to alert you to the responsibility of Beaufort County, as a local governmental entity under Title II of the Americans with Disabilities Act, to ensure that public accommodations are physically accessible and safe for people with disabilities, including many elderly people in your County. In particular, we address your responsibilities regarding the public Daufuskie Island Ferry.

Title II of the ADA requires local governments, such as Beaufort County, to give people with disabilities an equal opportunity to benefit from all county programs, services, and activities, including transportation services. Absent an undue financial or administrative burden, local governments must comply with safety standards, relocate inaccessible services, and communicate effectively with people who have disabilities. In addition, local governments are required to make reasonable modifications to policies and practices when necessary to avoid discrimination, unless they can demonstrate that doing so would fundamentally alter the nature of the service, program, or activity provided.

The duty to provide safe access to public services lies with Beaufort County, as the local governmental entity. Beaufort County may not contract away its responsibilities under the ADA.

THE PROTECTION AND ADVOCACY SYSTEM FOR SOUTH CAROLINA  
3710 Landmark Dr. Suite 208, Columbia, SC 29204  
Office: 1-803-782-0639 | Help Line: 1-866-272-7273  
TTY: 1-866-232-4525 | Fax: 1-803-753-9743  
[www.disabilityrightssc.org](http://www.disabilityrightssc.org) | [info@disabilityrightssc.org](mailto:info@disabilityrightssc.org)

Beaufort County  
Page 2  
March 21, 2024

For the County to continue to allow these deficiencies that effectively exclude the elderly or people with disabilities from equal and safe access to ferry service to and from Daufuskie Island exposes the County to liability under the ADA.

DRSC respectfully asks that you reply to this letter and advise us of your plan to remedy the discrimination described above.

Sincerely,



Rebecca Guental Fulmer, Attorney

Cc:

Beaufort County Council, Members: [dbartholomew@bcgov.net](mailto:dbartholomew@bcgov.net);  
[paula.brown@bcgov.net](mailto:paula.brown@bcgov.net); [logan.cunningham@bcgov.net](mailto:logan.cunningham@bcgov.net); [gdawson@bcgov.net](mailto:gawson@bcgov.net);  
[yglover@bcgov.net](mailto:ygllover@bcgov.net); [ahoward@bcgov.net](mailto:ahoward@bcgov.net); [markl@bcgov.net](mailto:markl@bcgov.net);  
[thomas.reitz@bcgov.net](mailto:thomas.reitz@bcgov.net); [anna.tabernik@bcgov.net](mailto:anna.tabernik@bcgov.net)

Special Assistant to County Admin., Hank Amundsen: [Henry.Amundson@bcgov.net](mailto:Henry.Amundson@bcgov.net)

Daufuskie Island Council, Chair, Kade Yarborough: [Kadeeydicouncil@gmail.com](mailto:Kadeeydicouncil@gmail.com)  
Vice Chair, Michael Hubbard: [michael@soundconstructiondi.com](mailto:michael@soundconstructiondi.com)  
Ferry Committee, Co-Chair, Anthony Cappuccio: [acappuccio@seapines.com](mailto:acappuccio@seapines.com)  
Ferry Committee, Co-Chair, Kimberly Parker: [kparkerdicouncil@gmail.com](mailto:kparkerdicouncil@gmail.com)



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**March 19, 2024**

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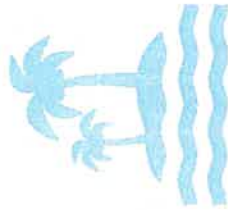
Accordingly, we strongly urge the Beaufort County Council and staff to acknowledge that a mistake was made in the selection of an inexperienced and underfunded ferry provider. We further call on the County to immediately take any and all necessary measures to ensure that Daufuskie residents and visitors be provided with a regular, reliable, and...most importantly...SAFE ferry service. To do otherwise would be a great disservice to our community and could very well result in more hardship, more injuries, and even the loss of lives.

Adopted by a 6-0 vote on March 19, 2024

# Daufuskie Island Ferry Survey Results



# Survey Background



A survey was distributed to  
Daufuskie Island Residents on  
February 28<sup>th</sup>, 2024



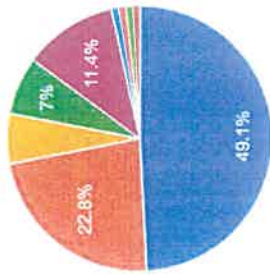
Survey results were collected through  
March 12<sup>th</sup>, 2024



114 individuals have responded

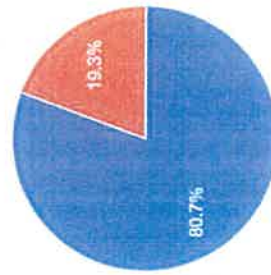
# Who responded?

Resident of which neighborhood?  
114 responses



- Historic District
- Meirosa
- Bloody Point
- Haig Point
- Live off-island, but own Daufuskie property
- Meirose cottage and Bloody Pt Sandy...
- Sandy Lane Villas
- As well as STR
- Part time resident Historic district

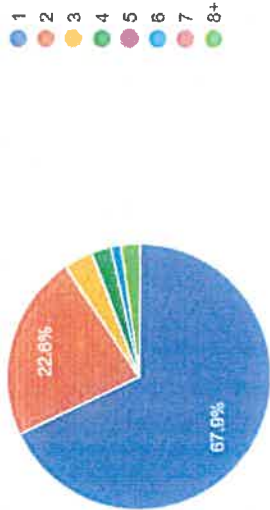
Are you a rider of the public ferry?  
114 responses



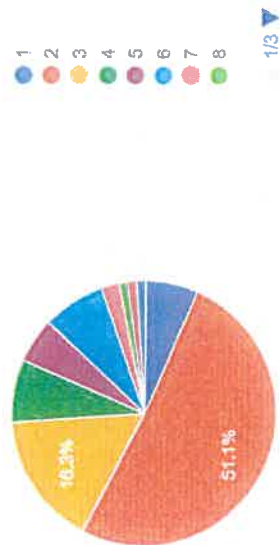
- Yes
- No

# Ferry Rider Data

On average, how many times per week do you use the ferry?  
84 responses



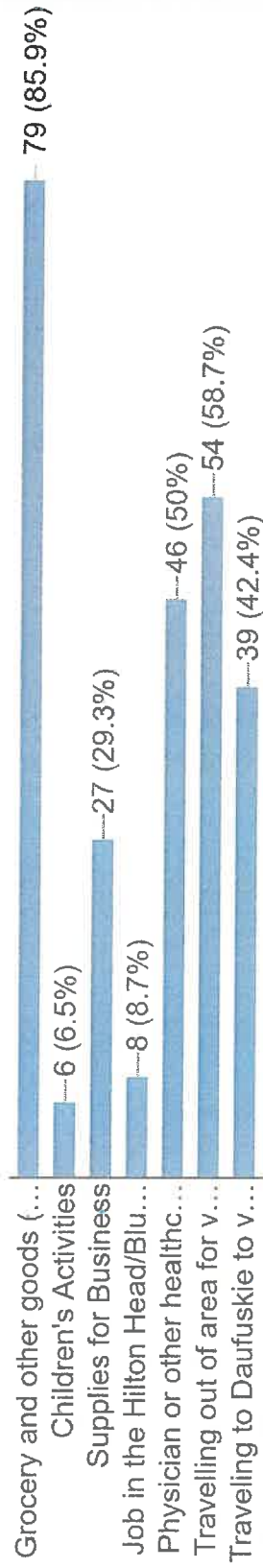
How many people in your household use the ferry?  
92 responses



# Ferry Rider Data

What is your reason for using the ferry? (Check all that apply)

92 responses



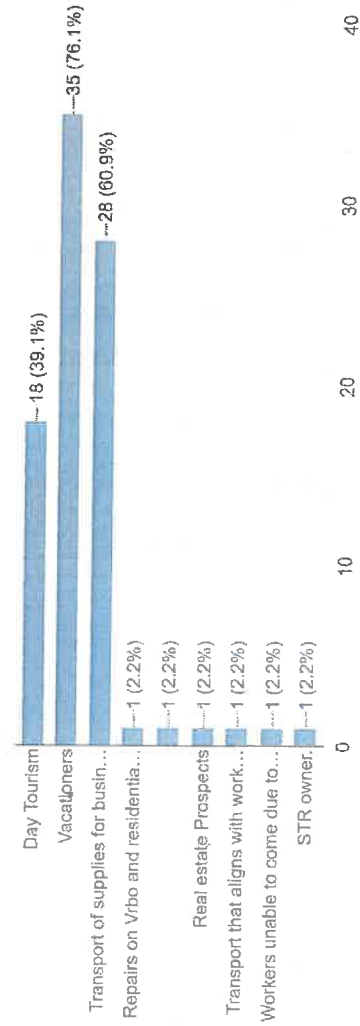
24 various other reasons were listed

# Business Owners/Employees

- 46 Island Business Owners/Employees responded to the survey
- Of these, 34 also use the public ferry
- On Average, approximately 63% of these businesses' revenue is impacted by the ferry service
- Business Impacts

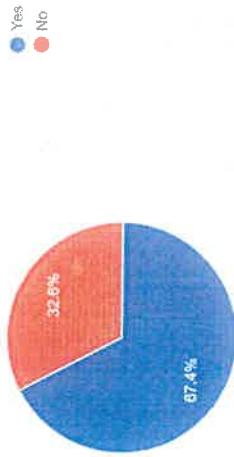
In what way is your business impacted? (Check all that apply)

46 responses



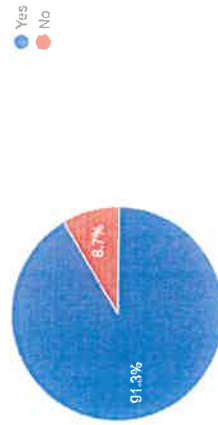
# Business Owners/Employees

Have you seen a change in your revenues since the launch of the new ferry service?  
46 responses



Revenues down approximately 32% on average compared to last year at this time

Are you concerned about a potential loss or further loss of revenues once the busy tourist season begins?  
46 responses



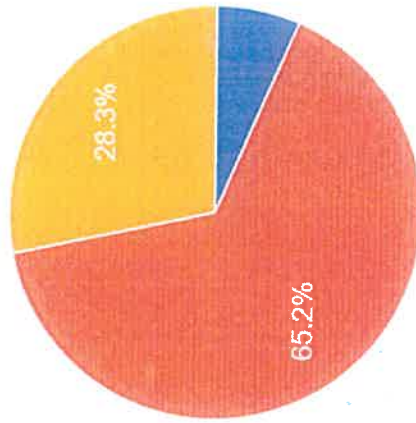
At the time of the survey, many island businesses either weren't open yet for the season, or didn't feel comfortable quantifying losses since the season hadn't fully picked up yet.



# Business Owners/Employees

Which statement best reflects your situation?

46 responses



- I am not concerned about the impact on my business of the new ferry service
- I am experiencing or anticipating a loss of revenue due to the new ferry service, but expect that my business will survive
- I am concerned that the new ferry service will result in the closure of my business

Community Concerns Ranked (Check all that apply)	Percent of Respondents
Limitation of Cargo Space	97.4%
Primary and back-up boats used by Lowcountry Ferry are not adequate for a dependable and reliable public ferry service	87.7%
New fees for cargo	86.8%
Concern that the changes in ferry service will impact tourism, thereby impacting local business owners and their families	84.2%
Length of time for ferry trip	75.4%
Lack of a disaster evacuation plan	71.1%
ADA Concerns for people with disabilities or physical limitations	70.2%
Not enough seats on the boat to accommodate the stated occupancy of 57 passengers	68.4%
Transporting with pets is difficult, for reasons such as new fees and inadequate place to sit with no cover	65.8%
Delays in reconciling Palmetto Breeze card credits and related problems	53.5%
Safety concerns regarding the current boat	49.1%
Inconsistency with temperature control in cabin	40.4%
Seating is not comfortable	37.7%
Safety concerns relating to embarkation locations	35.1%
Other (Lack of Friday 9PM Ferry, No Cargo Assistance on Docks, Inadequate Reservation System, Lack of Policy Consistency, Contract Concerns, No Passenger Manifest)	21%

Community Concerns Ranked (List Top 3)	Percent of Respondents
Limitation of Cargo Space	54.7%
New Fees for Cargo	38.9%
Length of time for ferry trip	35.8%
Primary and back-up boats used by Lowcountry Ferry are not adequate for a dependable and reliable public ferry service	33.7%
Safety concerns regarding the current boat	24.2%
Lack of a disaster evacuation plan	21%
Concern that the changes in ferry service will impact tourism, thereby impacting local business owners and their families	18.9%
Safety concerns relating to embarkation locations	17.9%
Other (Lack of Friday 9PM Ferry, No Cargo Assistance on Docks, Inadequate Reservation System, Lack of Policy Consistency, Contract Concerns)	17.9%
ADA Concerns for people with disabilities or physical limitations	16.8%
Transporting with pets is difficult, for reasons such as new fees and inadequate place to sit with no cover	14.7%
Not enough seats on the boat to accommodate the stated occupancy of 57 passengers	8.4%
Seating is not comfortable	2.1%
Delays in reconciling Palmetto Breeze card credits and related problems	1%
Inconsistency with temperature control in cabin	0%

# Highlighting Specific Experiences - Safety

"It is difficult and dangerous to get on and off the boat because it is not at the same level as the dock. The ramp they have added is unstable and I have seen people fall. Others have hit their heads on the low overhang."

"I sat in a lawn chair in the bow with my dog. Then, they loaded the wagons behind me on both sides. Then, they stated that the life jackets were on the second deck. Should I have needed a life jacket, I would have had to navigate past the wagons, through the inside back outside to the back steps, up the steps, then locate the life jackets on the second deck."

"The boat rocks back-and-forth with even the slightest amount of wake. I don't feel comfortable bringing my child on it as I don't feel safe on the boat myself."

"I saw an elderly man today 2/28/24 struggle with his son trying help him to walk down the ramp at Pickney Landing. The crew watched him without offering assistance until it was obvious he was unable to maneuver down the ramp on his own. They then went to get the golf cart to bring him to the boat. The ramp they have was hardly wide enough for him to push his walker onto the boat. His walker getting stuck on the ramp, caused him to almost fall."

# Highlighting Specific Experiences – Dock Safety

"Melrose dock is very unsafe; we sometimes travel in a wheelchair and it feels like it's going to fall through the cracks."

"Husband slipped on Pinckney ramp while pulling wagon. Terrified me!"

"Not uncommon to sit through 1-4 attempts to dock in both locations."

"The Hilton Head dock is fairly narrow at the boat loading area. The dock was leaning slightly. I have poor balance due to the Parkinson's. I almost fell into the water, but caught my balance and moved to where I had a handrail to grab. Add railing at the boat exit area."

## Highlighting Specific Experiences – Service/Policies

“Preventing an island resident from getting the discounted price for the ferry on his way to get medical treatment even though the operator called him by name and was shown an SC driver’s license with a Daufuskie address because the rider lost his Palmetto Breeze card.”

“It was full at only half supposed capacity. Will not be enough room for tourists. Only had residents on the boat I was on.”

“It’s cost me more money with no 9pm boat as I’m not able to make the 4pm Friday boat and thus leaves me in a hotel until Saturday morning. It’s changed how I’ve had to work and thus affecting mine and my family’s livelihood and thus leading us to moving off of the island.”

## Highlighting Specific Experiences – Service/Policies

“Wooden bench on aft for dog & owners very uncomfortable and not enough room for more two dogs and owners.”

“We are unable to do our usual 2 month shopping because we buy more than what will fit in our wagon.”

“There are no chairs or benches to sit and wait for the ferry on the HHI side.”

# Highlighting Specific Experiences - Communication

“Language on the website and emails is mean spirited – lots of big red capital letters and threats.”

“There is no direction for the ferry upon arriving at HHI. We waited with our luggage at the white tents. Then, we noticed others were pulling theirs up the ramp.”

“They’re always changing the rules so I don’t know in advance what it’s gonna cost me.”

“They did drop the pet fee down and say they would refund pet fees with proof of vet visit. I just went through this process- it was frustrating to get the process started. It took about 8ish emails and 4 phone calls before I was able to get ahold of anyone.”



# Community Acknowledgment of Changes/Accommodations by Lowcountry Ferry

\*Please note that some of the policies reference on this slide

"Crew has been helpful; departures have been on time."

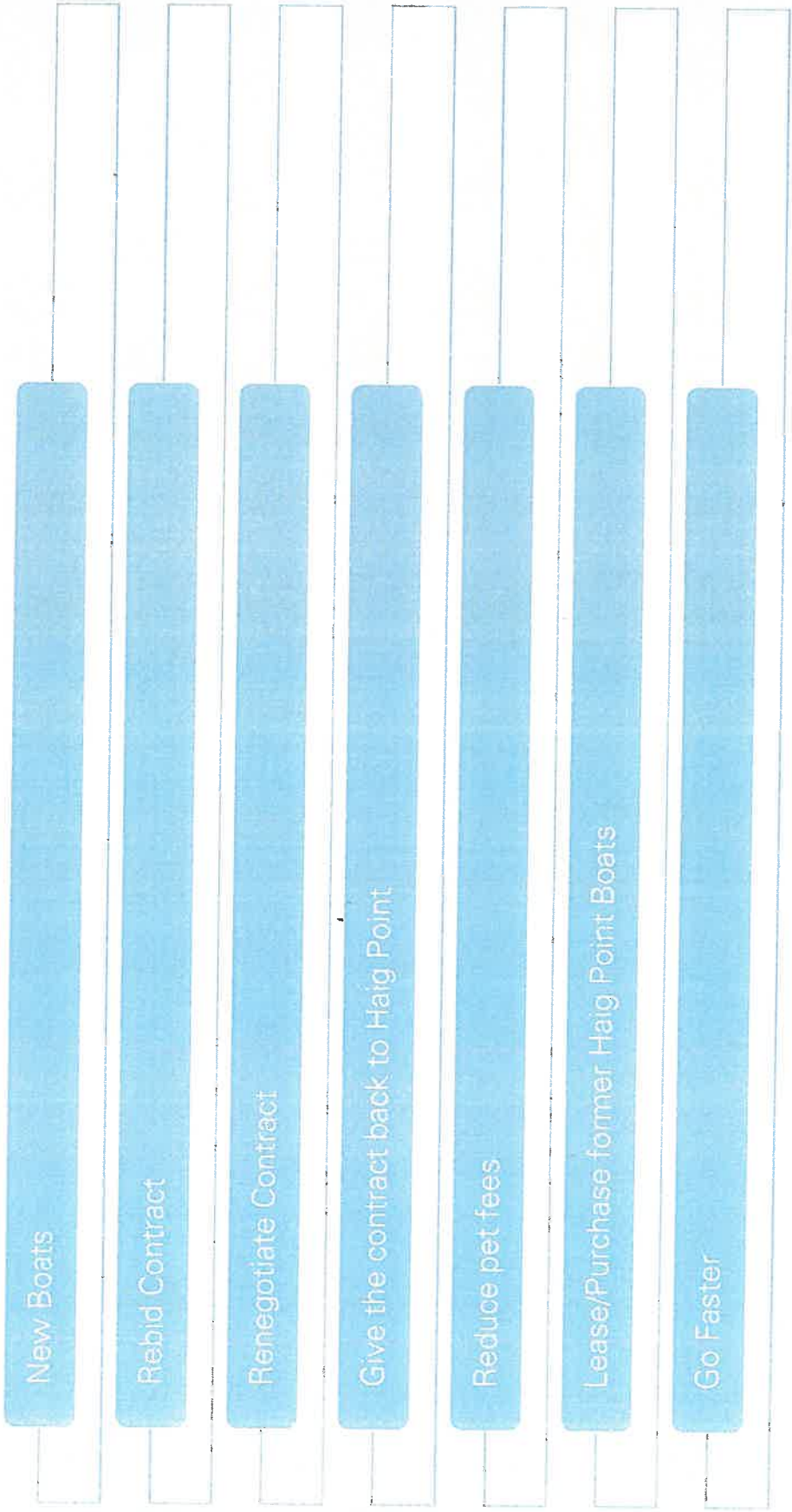
"Putting in the metal ramp went really fast, that should be acknowledged - it is just not the right solution."

"Watch your head sign on overhang after someone required stitches after hitting head."

"Upped wagon weight to 100lb but needs to be more."

"Pleasant captains and mates."

# Community Proposed Solutions in Order by Majority



# Community Proposed Solutions in Order by Majority

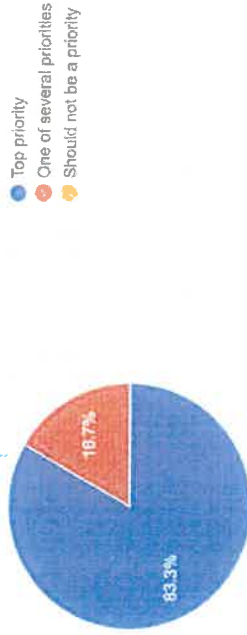
- Provide cargo assistance up and down the dock
- Make improvements to outdoor seating area(s)
- Be more flexible with policies under special circumstances
- Improve communication
- Bring back the 9PM Friday ferry
- Reduce cargo fees
- Be more transparent

# Additional Community Proposed Solutions

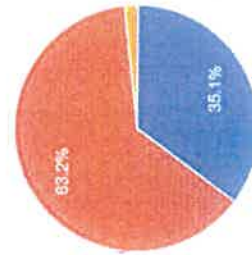
Repair Melrose dock	Reserve Space for Residents	Resident Input	Resident Only Ferry	Safer Boarding Ramp Specific to Dock
State/Federal Funded Ferry System	Use kitchen for cargo	Visit other ferry operations	Investigate Contract Procurement Process	Lawsuit against County
Listen to Market/Needs	Manatee II for Tourists	Improve reservation system	Reduce Boat Weight	Remove Kitchen
Commercial Grade Dock at Pinckney	County Owned Embarkation & Boats	Hire Office Staff	Hold LCF to Contract	Hand Rails

# Daufuskie Island Council Focus

What priority should the 2024 Daufuskie Island Council make the ferry issue?  
114 responses



Which of the following statements most closely reflects your views about the new ferry service?  
114 responses



- The Daufuskie Council should focus all its attention on convincing the county and the ferry operator to get rid of the Manatee II and replace it with a regular boat, but the Council should also try to address other problems relating to the ferry service, such as cargo fees and...
- It's important to advocate for a real ferry
- Problems with the new ferry service are overblown, and the Daufuskie Council should work on other matters.

Thank  
You



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE TO AMEND BEAUFORT COUNTY’S BUDGET ORDINANCE FOR FISCAL YEAR 2024 (ORDINANCE NO. 2023/22) TO APPROPRIATE AND TRANSFER \$250,000 FROM FUND BALANCE OF THE GENERAL FUND TO THE SPECIAL REVENUE FUND (FUND 2546) TO COVER UNBUDGETED COSTS FOR THE DAUFUSKIE ISLAND FERRY OPERATIONS; TO APPROPRIATE AND TRANSFER \$3,600,000 FROM FUND BALANCE OF THE GENERAL FUND FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 333 AND 335 BUCKWALTER PARKWAY PURSUANT TO ORDINANCE 2023/14; TO INCLUDE THREE SPECIAL REVENUE FUNDS' BUDGETS (FUNDS 2230, 2252, AND 2255) IN AN AGGREGATE AMOUNT OF \$402,918 WHICH WERE CONVERTED TO THE GENERAL FUND DURING THE CHART OF ACCOUNTS CONVERSION PROCESS. TOTAL AMENDMENT OF BUDGET ORDINANCE 2023/22 IS \$4,252,918.</b>
<b>MEETING NAME AND DATE:</b>
FINANCE COMMITTEE MEETING – FEBRUARY 26, 2024
<b>PRESENTER INFORMATION:</b>
Denise Christmas, CFO <i>15 minutes</i>
<b>ITEM BACKGROUND:</b>
Appropriation of the \$250,000 for Daufuskie Ferry operations was approved at the December 11, 2023 Beaufort County Council meeting. Council appropriated \$3.6MM in funds and authorized the County Administrator to execute the documents necessary to purchase 333 and 335 Buckwalter Parkway in 2023 (Ord. 2023/14) but these funds did not roll-over to this year’s budget.
<b>PROJECT / ITEM NARRATIVE:</b>
Amending Budget Ordinance 2023/22 for Fiscal Year 2024 to appropriate \$250,000 from the General Fund’s Fund Balance for unbudgeted costs of Daufuskie Ferry operations, to roll-over funds to purchase property, and to reclassify three special revenue funds as general funds.
<b>FISCAL IMPACT:</b>
An increase in the County’s operating budget of \$4,252,918
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approval of the budget amendment and move to county council meeting for first reading.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the budget amendment

Move forward to Council for First Reading on March 11, 2024.



ORDINANCE 2024/ \_\_\_\_\_

**AN ORDINANCE TO AMEND BEAUFORT COUNTY’S BUDGET ORDINANCE FOR FISCAL YEAR 2024 (ORDINANCE NO. 2023/22) TO APPROPRIATE AND TRANSFER \$250,000 FROM FUND BALANCE OF THE GENERAL FUND TO THE SPECIAL REVENUE FUND (FUND 2546) TO COVER UNBUDGETED COSTS FOR THE DAUFUSKIE ISLAND FERRY OPERATIONS; TO APPROPRIATE AND TRANSFER \$3,600,000 FROM FUND BALANCE OF THE GENERAL FUND FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 333 AND 335 BUCKWALTER PARKWAY PURSUANT TO ORDINANCE 2023/14; TO INCLUDE THREE SPECIAL REVENUE FUNDS' BUDGETS (FUNDS 2230, 2252, AND 2255) IN AN AGGREGATE AMOUNT OF \$402,918 WHICH WERE CONVERTED TO THE GENERAL FUND DURING THE CHART OF ACCOUNTS CONVERSION PROCESS. TOTAL AMENDMENT OF BUDGET ORDINANCE 2023/22 IS \$4,252,918.**

**WHEREAS**, on June 12, 2023, Beaufort County Council adopted Ordinance 2023/22, which set the County’s FY 2023-2024 budget and associated expenditures; and

**WHEREAS**, in the interest of good accounting practices and transparency in the budget process, it is beneficial and necessary to amend the budget to reflect the additional appropriation of funds as set forth herein.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council that the FY 2023-2024 Beaufort County Budget Ordinance 2023/22 is hereby amended as set forth above.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

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



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
An Ordinance amending Chapter 66 Taxation, Article V Hospitality Tax of the Beaufort County Code of Ordinances.
<b>MEETING NAME AND DATE:</b>
Finance, Administration, Economic Development Committee February 20, 2024
<b>PRESENTER INFORMATION:</b>
(Deputy County Attorney Brian Hulbert) (5 minutes)
<b>ITEM BACKGROUND:</b>
<p>The South Carolina Legislature ratified Act 146 on September 25, 2020. The Governor approved and signed it on September 28, 2020, and it became effective on September 28, 2020. Act 146 amended South Carolina Code of Laws Section 6-1-730 (A) relating to the use of revenue from Local Hospitality Tax to add two additional purposes in subparagraphs (7) and (8). The new purposes provide that the funds could be used for: A (7) control and repair of flooding and drainage within or on tourism-related lands or areas; and (8) for site preparation for items in this section including, but not limited to, demolition, repair, or construction."</p> <p>Additionally, the Act added a new paragraph (c) which provides that funds used for subsection (A)(7) the revenues must be expended exclusively on public works projects designed to eliminate or mitigate the adverse effects of recurrent nuisance flooding, including that which is attributable to sea-level rise, or other recurrent flooding. The public works projects must be within or on tourism-related lands or areas.</p>
<b>PROJECT / ITEM NARRATIVE:</b>
Amend the Local Hospitality Tax ordinance to it in compliance with current state code.
<b>FISCAL IMPACT:</b>
<i>There would be no direct fiscal impact on the County.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Ordinance Amendments.
<b>OPTIONS FOR COUNCIL MOTION:</b>
(Move forward to Council for Approval/Adoption or to not Approve on March 11, 2024)

**ORDINANCE 2024/ \_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 66 TAXATION, ARTICLE V LOCAL HOSPITALITY TAX**

**WHEREAS**, In 2005 Beaufort County enacted Chapter 66 Article V Hospitality Tax pursuant to the authority granted by South Carolina Code of Laws, 4-9-30 (1976, as amended) which provides that the county may adopt all ordinances which appear necessary and proper for the security, general welfare and convenience of the county and for the preservation of the general health, peace and order in the county; and pursuant to the laws enumerated in Title 6-1-700 et seq.; and

**WHEREAS**, by enacting Chapter 66 Article V Hospitality Tax, Beaufort County imposed a local hospitality tax of two percent on the gross proceeds derived from the sale of prepared meals and beverages sold in establishments located in unincorporated areas of Beaufort County; and

**WHEREAS**, The South Carolina General Assembly ratified Act 146 on September 25, 2020 and the Governor approved and signed it on September 28, 2020. The Act became effective on September 28, 2020, whereby South Carolina Code of Laws Section 6-1-730 relating to the use of revenue from Local Hospitality Tax was amended to add additional purposes for the expenditure of revenue from the tax; and

**WHEREAS**, staff now wishes to amend Chapter 66, Article V to bring it into compliance with the South Code of Laws (as amended) to reflect the language found within Chapter 66, Article V contained here within as exhibit A.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL THAT:**

Chapter 66, Taxation, Article V Hospitality Tax which appears in Beaufort County Code of Ordinances is hereby amended to reflect the language as depicted in exhibit A.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

# EXHIBIT A

## ARTICLE V. LOCAL HOSPITALITY TAX

### Sec. 66-531. Authority.

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

(Ord. No. 2005/9, § 1, 3-28-2005)

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

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

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

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

- (a) ~~A hospitality tax equal to two percent is hereby imposed on the gross proceeds derived from the sale of prepared meals and beverages sold in establishments located in unincorporated areas of Beaufort County.~~
- (b) Payment of the local hospitality tax shall be the liability of the consumer of prepared meals and beverages as described in section 66-532. The local hospitality tax shall be paid at the time of the purchase of the

## EXHIBIT A

prepared meals and beverages and shall be collected by the establishments or establishments licensed for on-premises consumption of alcoholic beverages, beer or wine selling the prepared meals and beverages.

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

~~(e)~~(d) The hospitality tax collected by the provider of the services as required herein shall be remitted to the County of Beaufort, South Carolina, as follows:

- (1) Payment shall be collected and remitted monthly starting January 1, 2010 and each month thereafter.
- (2) Payments are due on or before the twentieth day following the end of the filing period.

~~(d)~~(e) An interest-bearing restricted account, kept in a separate fund segregated from the county's general fund and to be known as "The County of Beaufort, South Carolina, Local Hospitality Tax Account" is hereby established. All revenue and interest generated by the local hospitality tax shall be deposited into this account. The County of Beaufort, South Carolina, Hospitality Tax Account, shall be controlled by the county administrator for the County of Beaufort, South Carolina. The principal and any accrued interest thereon shall be spent only as provided herein.

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

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

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

(a) The county council is hereby authorized to utilize the funds collected from the imposition and collection of the hospitality tax and other funds deposited into "The County of Beaufort, South Carolina, Hospitality Tax Account." The revenue generated by the hospitality tax must be used exclusively for the following purposes:

- (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;
- (2) Tourism-related cultural, recreational, or historic facilities, or land acquisition;
- (3) River/Beach access and renourishment;
- (4) Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;
- (5) Advertisements and promotions related to tourism development;
- (6) Water and sewer infrastructure to serve tourism-related demand;

(7) Control and repair of flooding and drainage within or on tourism-related lands or areas; or

(8) Site preparation for items in this section including, but not limited to, demolition, repair, or construction;

~~(7)~~(b) The operation and maintenance of those items provided in (a)(1) through (a)(6) above, including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

~~(8)~~ For all other proper purposes including those set forth herein.

(C) If applying the provisions of subsection (a)(7), then the revenues must be expended exclusively on public works projects designed to eliminate or mitigate the adverse effects of recurrent nuisance flooding, including that which is attributable to sea-level rise, or other recurrent flooding. Such adverse effects include road closures and other transportation disruptions, stormwater drainage issues, and compromised public infrastructure. The public works

projects must be within or on tourism-related lands or areas. Revenues must not be used to pay claims or otherwise settle litigation that may arise from time to time due to the harmful impacts of nuisance or other flooding.

~~(b)~~(d) Authorization to utilize any funds from the "County of Beaufort, South Carolina, Hospitality Tax Account," shall be by ordinance duly adopted by the county council for the County of Beaufort, South Carolina.

(Ord. No. 2005/9, § 4, 3-28-2005)

**Sec. 66-~~535~~ 536. Inspections and audits.**

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

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

**Sec. 66-~~536~~ 537. Violations and penalty.**

- (a) It shall be a violation of this chapter to:
  - (1) Fail to collect the hospitality tax in connection with the sale of prepared meals and beverages sold in establishments in the unincorporated areas of Beaufort County.
  - (2) Fail to remit to the County of Beaufort, South Carolina, any hospitality taxes collected pursuant to this article by the twentieth day of the following month, as set forth herein.
  - (3) Knowingly provide false information on a return submitted to the County of Beaufort, South Carolina, as set forth herein.
  - (4) Fail or refuse to provide books and records to an authorized agent of the County of Beaufort, South Carolina, for the purpose of an examination or audit upon 24 hours' written notice as provided herein.
- (b) In the event that hospitality taxes are not timely remitted to the County of Beaufort, South Carolina as provided herein, the person or establishment failing to remit shall also pay a penalty equal to one and one-half percent of the unpaid amount for each month or portion thereof that such taxes remain unpaid.
- (c) A person or establishment failing or refusing to timely file a return and make appropriate payment and/or provide books and records as provided herein may be subject to a conviction for a violation hereof. The violator shall be guilty of a misdemeanor and subject to the penalties provided in section 1-6 of the Code of the County Council of Beaufort County, South Carolina.
- (d) Upon identification of a delinquent account, the director of business license or his/her designee has the authority to establish payment plans, revenue procedures, and reduce or waive penalties based on the revenue procedures as adopted with this amendment.

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

**Sec. 66-537 535. Management and use of hospitality tax.**

- (a) ~~Fund the approved annual operating expenditures of the program at an amount not to exceed eight percent of the funds collected;~~
- (b) ~~All hospitality tax funds shall be allocated~~ Allocate the remaining balance through the county's annual budget ordinance process; except
- (c) ~~(b)~~ County council may make emergency appropriations as provided in 2020 Ordinance number 2020/46 by approval of a resolution.
- (Ord. No. 2005/9, § 7, 3-28-2005; Ord. No. 2020/46, § 3, 10-26-2020 )

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

- (a) This article shall become effective upon adoption by county council. ~~on October 12, 2009.~~
- (b) The director of business license department is authorized to adopt guidelines, policies and procedures to implement this article.
- ( Ord. No. 2009/35, 10-12-2009 )

**Sec. 66-539. Severability.**

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

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

ARTICLE 7  
Local Hospitality Tax

**SECTION 6-1-700.** Short title.

This article may be cited as the "Local Hospitality Tax Act".

HISTORY: 1997 Act No. 138, Section 9.

**SECTION 6-1-710.** Definitions.

As used in the article:

- (1) "Local governing body" means the governing body of a county or municipality.
- (2) "Local hospitality tax" is a tax on the sales of prepared meals and beverages sold in establishments or sales of prepared meals and beverages sold in establishments licensed for on-premises consumption of alcoholic beverages, beer, or wine.
- (3) "Positive majority" means a vote for adoption by the majority of the members of the entire governing body, whether present or not. However, if there is a vacancy in the membership of the governing body, a positive majority vote of the entire governing body as constituted on the date of the final vote on the imposition is required.

HISTORY: 1997 Act No. 138, Section 9.

**SECTION 6-1-720.** Imposition of local hospitality tax.

(A) A local governing body may impose, by ordinance, a local hospitality tax not to exceed two percent of the charges for food and beverages. However, an ordinance imposing the local hospitality tax must be adopted by a positive majority vote. The governing body of a county may not impose a local hospitality tax in excess of one percent within the boundaries of a municipality without the consent, by resolution, of the appropriate municipal governing body.

(B) All proceeds from a local hospitality tax must be kept in a separate fund segregated from the imposing entity's general fund. All interest generated by the local hospitality tax fund must be credited to the local hospitality tax fund.

HISTORY: 1997 Act No. 138, Section 9.

**SECTION 6-1-730.** Use of revenue from local hospitality tax.

(A) The revenue generated by the hospitality tax must be used exclusively for the following purposes:

- (1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;
- (2) tourism-related cultural, recreational, or historic facilities;
- (3) beach access and renourishment;
- (4) highways, roads, streets, and bridges providing access to tourist destinations;
- (5) advertisements and promotions related to tourism development;
- (6) water and sewer infrastructure to serve tourism-related demand;
- (7) control and repair of flooding and drainage within or on tourism-related lands or areas; or
- (8) site preparation for items in this section including, but not limited to, demolition, repair, or construction.

(B)(1) In a county in which at least nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, the revenues of the hospitality tax authorized in this article may be used for the operation and maintenance of those items provided in (A)(1) through (6) including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

(2) In a county in which less than nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, an amount not to exceed fifty percent of the revenue in the



preceding fiscal year of the local hospitality tax authorized pursuant to this article may be used for the additional purposes provided in item (1) of this subsection.

(C) If applying the provisions of subsection (A)(7), then the revenues must be expended exclusively on public works projects designed to eliminate or mitigate the adverse effects of recurrent nuisance flooding, including that which is attributable to sea-level rise, or other recurrent flooding. Such adverse effects include road closures and other transportation disruptions, stormwater drainage issues, and compromised public infrastructure. The public works projects must be within or on tourism-related lands or areas. Revenues must not be used to pay claims or otherwise settle litigation that may arise from time to time due to the harmful impacts of nuisance or other flooding.

HISTORY: 1997 Act No. 138, Section 9; 1999 Act No. 93, Section 14; 2006 Act No. 314, Section 2, eff June 1, 2006; 2010 Act No. 290, Section 36, eff January 1, 2011; 2020 Act No. 146 (S.217), Sections 1, 2, eff September 28, 2020.

Editor's Note

2020 Act No. 146, Section 3, provides as follows:

"SECTION 3. Due to interruptions and delays in local government operations caused by the COVID-19 pandemic, any local government that has a comprehensive plan due December 31, 2020, may delay submission of the plan until December 31, 2021."

Effect of Amendment

The 2006 amendment, in subsection (B), designated subparagraph (1) and added subparagraph (2).

The 2010 amendment, in subsection (B)(2), substituted "fifty" for "twenty".

2020 Act No. 146, Section 1, in (A), added (7) and (8).

2020 Act No. 146, Section 2, added (C).

**SECTION 6-1-740.** Cumulative rate of local hospitality tax.

The cumulative rate of county and municipal hospitality taxes for any portion of the county area may not exceed two percent, unless the cumulative total of such taxes was in excess of two percent or were authorized to be in excess of two percent prior to December 31, 1996, in which case the cumulative rate may not exceed the rate that was imposed or adopted as of December 31, 1996.

HISTORY: 1997 Act No. 138, Section 9.

**SECTION 6-1-750.** Local hospitality tax revenue upon annexation.

In an area of the county where the county has imposed a local hospitality tax that is annexed by a municipality, the municipality must receive only that portion of the revenue generated in excess of the county local hospitality tax revenue for the previous twelve months in the area annexed.

HISTORY: 1997 Act No. 138, Section 9.

**SECTION 6-1-760.** Ordinances prior to March 15, 1997; calculation; revenue.

(A) With respect to capital projects and as used in this section, "tourist" means a person who does not reside in but rather enters temporarily, for reasons of recreation or leisure, the jurisdictional boundaries of a municipality for a municipal project or the immediate area of the project for a county project.

(B) Notwithstanding any provision of this article, any ordinance enacted by county or municipality prior to March 15, 1997, imposing an accommodations fee which does not exceed the three percent maximum cumulative rate prescribed in Section 6-1-540, is calculated upon a base consistent with Section 6-1-510(1), and the revenue from which is used for the purposes enumerated in Section 6-1-530, remains authorized and effective after the effective date of this section. Any county or municipality is authorized to issue bonds, pursuant to Section 14(10), Article X of the Constitution of this State, utilizing the procedures of Section 4-29-68, Section 6-17-10 and related sections, or Section 6-21-10 and related sections, for the purposes enumerated in Section 6-1-530, to pledge as security for such bonds and to retire such bonds with the

proceeds of accommodations fees imposed under Article 5 of this chapter, hospitality fees imposed under this chapter, state accommodations fees allocated pursuant to Section 6-4-10(1), (2), and (4), or any combination thereof, and the pledge of such other nontax revenues as may be available for those purposes for capital projects used to attract and support tourists.

HISTORY: 1997 Act No. 138, Section 10; 2010 Act No. 284, Section 1, eff upon approval (became law without the Governor's signature on June 28, 2010).

Code Commissioner's Note

This section was classified as Section 6-1-760 at the direction of the Code Commissioner.

Effect of Amendment

The 2010 amendment rewrote this section.

**SECTION 6-1-770.** Remitting tax to local governing body; frequency determined by estimated average amounts.

The tax provided for in this article must be remitted to the local governing body on a monthly basis when the estimated amount of average tax is more than fifty dollars a month, on a quarterly basis when the estimated amount of average tax is twenty-five dollars to fifty dollars a month, and on an annual basis when the estimated amount of average tax is less than twenty-five dollars a month.

HISTORY: 1998 Act No. 419, Part II, Section 63B.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
An Ordinance amending Chapter 66 Taxation, Article II Accommodations Tax Board, Division 1. Generally and Division 2. Accommodations (3%) tax.
<b>MEETING NAME AND DATE:</b>
Finance, Administration, Economic Development Committee February 20, 2024
<b>PRESENTER INFORMATION:</b>
(Deputy County Attorney Brian Hulbert) (10 minutes)
<b>ITEM BACKGROUND:</b>
The South Carolina Legislature ratified Act 57 on May 17, 2023 and the Governor approved and signed it on May 19, 2023. Act 57 amended South Carolina Code of Laws Section 6-1-530 relating to the use of revenue from local accommodations tax and Section 6-4-10 so as to provide that the development of workforce housing is one of the purposes for which funds from these two accommodation taxes may be used. The Act further provides that the County may not expend or dedicate more than fifteen percent of its annual local accommodations tax revenue from the two local accommodations tax funds (state 2% and local 3%) for the development of workforce housing. The Act also allows for the use of revenue to finance bonds, requires local governments to prepare a housing impact analysis before using the 2% State ATAX funds for workforce housing, which must be done before giving second reading to the comprehensive plan amendment ordinance. The development of workforce housing must include programs to promote home ownership.
<b>PROJECT / ITEM NARRATIVE:</b>
Amend Accommodation Tax ordinances to bring them in compliance with current state code.
<b>FISCAL IMPACT:</b>
<i>There would be no direct fiscal impact on the County.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Ordinance Amendments.
<b>OPTIONS FOR COUNCIL MOTION:</b>
(Move forward to Council for Approval/Adoption or to not Approve on March 11, 2024)

**ORDINANCE 2024/ \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 66 TAXATION, ARTICLE II ACCOMMODATIONS TAX BOARD, DIVISION 1. GENERALLY AND DIVISION 2. ACCOMMODATIONS (3%) TAX**

**WHEREAS**, In 1982, Beaufort County enacted Chapter 66 Taxation Division 1 pursuant to the authority granted by South Carolina Code of Laws, 4-9-30 (1976, as amended) which provides that the county may adopt all ordinances which appear necessary and proper for the security, general welfare and convenience of the county and for the preservation of the general health, peace and order in the county; and pursuant to the laws enumerated in Title 6-4-5 et seq.; and

**WHEREAS**, by enacting Chapter 66 Beaufort County created the Accommodations Tax Board for the purpose of advising County Council in matters concerning the expenditure of revenues received by the county by means of a two-percent state tax on tourist lodging facilities; and

**WHEREAS**, In 2002, Beaufort County adopted Chapter 66, Taxation, Division 2, Accommodations (3%) Tax pursuant to the authority granted by South Carolina Code of Laws, 4-9-30 (1976, as amended) which provides that the county may adopt all ordinances which appear necessary and proper for the security, general welfare and convenience of the county and for the preservation of the general health, peace and order in the county; and pursuant to the laws enumerated in Title 6-1-500 et seq. (1976 as amended) which expressly provides authorization for the imposition of a local accommodations tax; and

**WHEREAS**, The South Carolina General Assembly ratified Act 57 on May 17, 2023 and the Governor approved and signed Act 57 on May 19, 2023 whereby South Carolina Code of Laws Section 6-1-530 relating to the use of revenue from local accommodations tax and Section 6-4-10 were amended so as to provide that the development of workforce housing is one of the purposes for which funds from these two taxes may be used until December 31, 2030; and

**WHEREAS**, Act 57 amended South Carolina Code of Laws Section Sections 6-1-530 and 6-4-10 relating to the use of revenue from local accommodations tax to provide that the county may not expend or dedicate more than fifteen percent of its annual local accommodations tax revenue from the two local accommodations tax funds (state 2% and local 3%) for the development of workforce housing until December 31, 2030; and

**WHEREAS**, The South Carolina Attorney General issued an opinion dated October 16, 2023 wherein his office opined that “A plain reading of 6-4-10(4)(b)(ix) indicates the fifteen percent limitation is calculated based on the total annual local accommodations tax a local government receives, not on the amount allocated for tourism-related expenditures. As such, we believe the plain language of the statute best expresses the intent of the legislature to base the fifteen percent limitation on the annual local accommodations tax received rather than the amount allocated for tourism-related expenditures under Section 6-4-10(4)(a).”; and

**WHEREAS**, Act 57 amended South Carolina Code of Laws Section 6-4-15 relating to the use of revenue to finance bonds, so as to provide that the development of workforce housing is one of the purposes for which bonds may be issued; and

**WHEREAS**, Act 57 also added South Carolina Code of Laws Section 6-4-12 so as to require local governments to prepare a housing impact analysis before using such funds for workforce housing; and

**WHEREAS**, Act 57 amended South Carolina Code of Laws Section 6-4-5 and 6-1-510 so as to add certain definitions; and

**WHEREAS**, Act 57 amended South Carolina Code of Laws Section 6-29-510 relating to local planning, so as to require the Planning Commission to solicit input for the analysis from homebuilders and other experts when developing a housing element for the local comprehensive plan; and

**WHEREAS**, staff now wishes to amend Chapter 66, Article II to bring it into compliance with the South Code of Laws (as amended) to reflect the language found within Chapter 66, contained here within as exhibit A.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL THAT:**

Chapter 66, Taxation, Article II, Accommodations Tax Board, Divisions 1 and 2 which appears in Beaufort County Code of Ordinances is hereby amended to reflect the language as depicted in exhibit A.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

## EXHIBIT A

**ARTICLE II. ACCOMMODATIONS TAXES BOARD<sup>1</sup>****DIVISION 1. STATE ACCOMODATIONS (2%) TAX GENERALLY****Sec. 66-26. Purpose.**

The purpose of the county's state accommodations tax board committee shall be to advise the county council in matters concerning the expenditure of revenues received by the county by means of a two-percent state tax on tourist lodging facilities; provisions of the state act (South Carolina Code of Laws Section 6-4-5 et seq) require the council to comply with specified criteria for the expenditure of revenues derived from the tax, and the council wishes to comply with the provisions of the state act.

(Code 1982, § 7-21(a))

**SECTION 66-27. Definitions.**

As used in this chapter:

(1) "County area" means Beaufort County and municipalities within the geographical boundaries of Beaufort County.

(2) "Cultural", as it applies to members of the accommodations tax committee, means persons actively involved and familiar with the cultural community of the area including, but not limited to, the arts, historical preservation, museums, and festivals.

(3) "Hospitality", as it applies to members of the accommodations tax committee, means persons directly involved in the service segment of the travel and tourism industry including, but not limited to, businesses that primarily serve visitors such as lodging facilities, restaurants, attractions, recreational amenities, transportation facilities and services, and travel information and promotion entities.

(4) "Travel" and "tourism" mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.

(5) "Housing costs" for housing occupied by the owner means:

(a) the principal and interest on a mortgage loan that finances the purchase of the housing;

(b) the closing costs and other costs associated with a mortgage loan;

(c) mortgage insurance;

(d) property insurance;

(e) utility-related costs;

(f) property taxes; and

(g) if the housing is owned and occupied by members of a cooperative or an unincorporated cooperative association, fees paid to a person for managing the housing.

(6) "Housing costs" for rented housing means:

(a) rent; and

<sup>1</sup>Cross reference(s)—Boards and commissions, § 2-191 et seq.

(b) utility-related costs, if not included in the rent.

(7) "Ordinance" means an ordinance adopted pursuant to Section 6-29-530 of the South Carolina Code of Laws.

(8) "Utility-related costs" means costs related to power, heat, gas, light, water, and sewage.

(9) "Workforce housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income falls within thirty percent and one hundred twenty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

### Sec. 66-~~27~~ 28. Committee Membership.

Membership on the accommodations tax ~~board committee~~ shall be composed of the following seven members with appointments as follows:

- (1) ~~Four members~~ A majority shall be selected from the hospitality industry of the county and a minimum of two of the hospitality industry members must be from the lodging industry.
- (2) Up to two members shall ~~may~~ be selected at large at the pleasure of the council.
- (3) One member shall ~~be selected from a cultural organization~~ represent the cultural organizations of the county.
- (4) Members shall represent the geographic area where the majority of the revenue is derived.

(Code 1982, § 7-21(b)(1)-(3))

### Sec. 66-~~28~~ 29. Meetings.

The accommodations tax ~~board committee~~ shall meet no less than four times a year at least once annually, but as often as necessary, to ensure they submit written recommendations on the expenditure of revenue generated from the accommodations tax to the County Council at least once annually.

(Code 1982, § 7-21(b)(4))

### Sec. 66-~~29~~ 30. Powers and duties.

To be in compliance with S.C. Code of Laws, Title 6 Chapter 4, the state (2%) accommodations tax shall be allocated in the following manner:

- (1) ~~Be in compliance with the Ordinance No. 89-9; however, the~~ The first \$25,000.00 of revenues received from the accommodations tax will, by law, be placed in the county's general fund with no restrictions on the expenditures.
- (2) Five percent of the balance must be allocated to the general fund with no restrictions on expenditures.
- (3) Thirty percent of the ~~remaining~~ balance is split with half going to the Greater Beaufort-Port Royal Convention and Visitors Bureau and half going to the Hilton Head - Bluffton Chamber of Commerce as the council hereby designates the Greater Beaufort-Port Royal Convention and Visitors Bureau and the Hilton Head - Bluffton Chamber of Commerce as the designated marketing organizations (DMOs).
  - (a) In accordance with state law, the DMOs shall submit for approval a budget of planned expenditures. The proposed budgets from the two DMOs shall be presented at the April finance committee meeting. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the county. The final reports from the two DMOs shall be presented at the ~~August~~ September finance committee meeting.

- (b) Advertising expenditures using these county funds cannot be spent within Beaufort County except for notifications of festivals or other events similar in nature.
- ~~(c) Adoption of this section goes into effect immediately; however, any changes to this section of the Code after initial adoption shall go into effect one year from date of adoption.~~
- (4) (a) The remaining balance plus earned interest received by the county must be allocated to a special fund and used for tourism-related expenditures.
- (b) The funds may be used to provide additional county services including, but not limited to, law enforcement, traffic control, public facilities, highway and street maintenance, as well as the continual promotion of tourism. These expenditures shall be ~~dispersed~~ awarded through a grant process of which the accommodations (2% state) tax board committee evaluates requests and makes recommendations to county council. Grant requests must not be used as an additional source of revenue to provide services normally provided by the county, but to promote tourism and enlarge its economic benefits through advertising, promotion, and providing those facilities and services which enhance the ability of the county to attract and provide for tourists. Tourism-related expenditures include:
- i. Advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity;
  - ii. Promotion of the arts and cultural events;
  - iii. Construction, maintenance, and operation of facilities for civic and cultural activities including construction and maintenance of access and other nearby roads and utilities for the facilities;
  - iv. The criminal justice system, law enforcement, fire protection, solid waste collection, and health facilities when required to serve tourists and tourist facilities. This is based on the estimated percentage of costs directly attributed to tourists;
  - v. Public facilities such as restrooms, dressing rooms, parks, and parking lots;
  - vi. Tourist shuttle transportation;
  - vii. Control and repair of waterfront erosion, including beach renourishment;
  - viii. Operating visitor information centers.
- (ix) Development of workforce housing, which must include programs to promote home ownership. However, a county or municipality may not expend or dedicate more than fifteen percent of its annual local accommodations tax revenue for the purposes set forth in this item (4)(b)(ix). The provisions of this item (4)(b)(ix) are no longer effective after December 31, 2030.
- ~~(b)(c)(i)~~ Allocations to the special fund must be spent by the county within two years of receipt. However, the time limit may be requested to be extended upon the recommendation of the county council and approval of the oversight committee established pursuant to Section 6-4-35. An extension must include provisions that funds be committed for a specific project or program.
- (ii) Notwithstanding the provisions of subsubitem (i), upon a two-thirds affirmative vote of the membership of the county council, the county may carry forward unexpended allocations to the special fund beyond two years provided that the county commits use of the funds exclusively to the control and repair of waterfront erosion, including beach renourishment or development of workforce housing, which must include programs to promote home ownership. The county annually shall notify the oversight committee, established pursuant to Section 6-4-35, of the basic activity of the committed funds, including beginning balance, deposits, expenditures, and ending balance.



(d) In the expenditure of these funds, the county is required to promote tourism and make tourism-related expenditures primarily in the geographical areas of the county in which the proceeds of the tax are collected where it is practical.

(Code 1982, § 7-21(c); Ord. No. 2009/15, 3-30-2009 ; Ord. No. 2018/21, 6-11-2018 )

### **SECTION 66-31. Housing impact analysis.**

(A) If the county council intends to use the funds for the development of workforce housing, then the county shall prepare a housing impact analysis prior to giving second reading to the ordinance.

(B) The analysis required by subsection (A) must include:

(1) information about the effect of the ordinance on housing, including the effect of the ordinance on each of the following:

(a) the cost of developing, construction, rehabilitating, improving, maintaining, or owning single-family or multifamily dwellings;

(b) the purchase price of new homes or the fair market value of existing homes;

(c) the cost and availability of financing to purchase or develop housing;

(d) housing costs; and

(e) the density, location, setback, size, or height development on a lot, parcel, land division, or subdivision; and

(2) an analysis of the relative impact of the ordinance on low- and moderate-income households.

(C) The following applies to information on housing costs required to be included in the analysis conducted pursuant to subsection (B)(1)(d):

(1) the analysis must include reasonable estimates of the effect of the ordinance on housing costs, expressed in dollar amounts. The county shall include a brief summary of, or worksheet demonstrating, the computations used in determining the dollar amounts. However, if the county determines that it is not possible to make an estimate expressed in dollar amounts, then the analysis must include a statement setting forth the reasons for the county's determination; and

(2) the analysis must include descriptions of both the immediate effect and, to the extent ascertainable, the long-term effect of the ordinance on housing costs.

(D) Except as otherwise provided in this section, a housing impact analysis required pursuant to this section must be based on costs associated with the development, construction, financing, purchasing, sale, ownership, or availability of a median-priced single-family residence. However, the analysis may include estimates for larger developments as part of an analysis of the long-term effects of the ordinance.

(E) The county may request information from any state agencies, local units of government, universities or colleges, organizations, or individuals as necessary to prepare a housing impact analysis pursuant to this section.

(F) The county council shall provide the housing impact analysis for an ordinance to the members of the legislative body of the local government, the Department of Revenue, and the Tourism Expenditure Revenue Committee before the ordinance is considered by the legislative body. The Department of Revenue may not disburse any accommodations taxes to the county for purposes of development of workforce housing unless and until the county has provided the housing impact analysis to the parties required pursuant to this subsection.

**Secs. 66-~~30-32~~—66-40. Reserved.**

## DIVISION 2. LOCAL ACCOMMODATIONS (3%) TAX

### Sec. 66-41. Authority.

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

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

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

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

(c) "Workforce housing" means residential housing for rent or sale that is reasonably and appropriately priced for rent or sale to a person or family whose income falls within thirty percent and one hundred twenty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

~~(c) A local accommodations tax equal to three percent is hereby imposed on the gross proceeds derived from the rental of any room(s) (excluding meeting rooms) as provided above.~~

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

### Sec. 66-43. Imposition of Tax and Payment of local (3%) accommodations tax.

(a) A local accommodations tax equal to three percent is hereby imposed on the gross proceeds derived from the rental of any room(s) (excluding meeting rooms) camping spaces, lodgings, or sleeping accommodations furnished to transients as provided above in Section 66-42.

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

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

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

~~(e)~~(d) The local accommodations tax collected by the provider of the services as required herein shall be remitted to the County of Beaufort, South Carolina, as follows:

- (1) Payment shall be collected and remitted to the county monthly starting January 1, 2010 and each month thereafter when the estimated amount of the average tax is more than fifty dollars per month.
- (2) Payment shall be collected and remitted to the county quarterly when the estimated amount of the average tax is twenty-five dollars to fifty dollars per month.
- (3) Payment shall be collected and remitted to the county on an annual basis when the estimated amount of the average tax is less than twenty-five dollars per month.

~~(2)~~(4) Payments are due on or before the twentieth day following the end of the filing period.

~~(d)~~ An interest-bearing restricted account, kept in a separate fund segregated from the county's general fund and to be known as "The County of Beaufort, South Carolina, Local Accommodations Tax Account" is hereby established. All revenue and interest generated by the local accommodations tax shall be deposited into this account. "The County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be controlled by the county administrator for the County of Beaufort, South Carolina. The principal and any accrued interest thereon shall be spent only as provided herein.

~~(e)~~ All proceeds from a local accommodations tax must be kept in a separate fund segregated from the imposing entity's general fund. All interest generated by the local accommodations tax fund must be credited to the local accommodations tax fund.

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

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

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

- (a) The county council is hereby authorized to utilize the funds collected from the imposition and collection of the local accommodations tax and other funds deposited into "The County of Beaufort, South Carolina, Local Accommodations Tax Account." The revenue generated by the local accommodations tax must be used exclusively for the following purposes:
- (1) Tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums;
  - (2) Tourism-related cultural, recreational, or historic facilities;
  - (3) ~~River/beach access and renourishment~~ beach access, renourishment, or other tourism-related lands and water access;
  - (4) Highways, roads, streets, bridges and boat ramps providing access to tourist destinations;
  - (5) Advertisements and promotions related to tourism development;
  - (6) Water and sewer infrastructure to serve tourism-related demand; ~~and~~
  - (7) Development of workforce housing, which must include programs to promote home ownership. However, the county may not expend or dedicate more than fifteen percent of its annual local

accommodations tax revenue for the purposes set forth in this item. The provisions of this item are no longer effective after December 31, 2030.

~~(7)~~(8) The operation and maintenance of those items provided in (a)(1) through (a)(6) above, including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

~~(8)~~(9) For all other proper purposes including those set forth herein.

- (b) Authorization to utilize any funds from the "County of Beaufort, South Carolina, Local Accommodations Tax Account," shall be by ordinance duly adopted by the county council for the County of Beaufort, South Carolina, except for expenditures following an emergency as provided in Ordinance 2020/46 , which may be authorized by approval of a resolution.

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

### **Sec. 66-~~45~~ 46. Inspections and audits.**

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

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

### **Sec. 66-~~46~~ 47. Violations and penalty.**

- (a) It shall be a violation of this chapter to:
- (1) Fail to collect the local accommodations tax in connection with the rental of accommodations to tourists or transients as set forth herein.
  - (2) Fail to remit to the County of Beaufort, South Carolina, any local accommodations taxes collected pursuant to this article by the twentieth day of the following month, as set forth herein.
  - (3) Knowingly provide false information on a return submitted to the County of Beaufort, South Carolina, as set forth herein.
  - (4) Fail or refuse to provide books and records to an authorized agent of the County of Beaufort, South Carolina, for the purpose of an examination or audit upon 24 hours' written notice as provided herein.
- (b) In the event that local accommodations taxes are not timely remitted to the County of Beaufort, South Carolina as provided herein, the person or establishment failing to remit shall also pay a penalty equal to one and one-half percent of the unpaid amount for each month or portion thereof that such taxes remain unpaid.
- (c) A person or establishment failing or refusing to timely file a return and make appropriate payment and/or provide books and records as provided herein may be subject to a conviction for a violation hereof. The violator shall be guilty of a misdemeanor and subject to the penalties provided in section 1-6 of the Code of the County Council of Beaufort County, South Carolina.

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

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

### Sec. 66-47.45. Management and use of local (3%) accommodations tax.

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

- (a) Fund the approved annual operating expenditures of the program at an amount not to exceed eight percent of the funds collected.
- (b) Allocate \$350,000.00 annually for advertising and promotion programs related to tourism development (subsection 66-44(a)(5)). These funds shall be allocated as follows:
- (1) One hundred fifty thousand dollars shall be allocated to the Greater Beaufort Port Royal Convention and Visitors Bureau for advertising, promotion and events to increase tourism within the county.
  - (2) One hundred fifty thousand dollars shall be allocated to the Hilton Head Bluffton Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
  - (3) Fifty thousand dollars shall be allocated to the Beaufort County Black Chamber of Commerce for advertising, promotion and events to increase tourism within the county.
  - (4) Funds shall be distributed to the designated organizations on a quarterly basis no later than 30 days after the end of the quarter.
  - (5) Advertising expenditures using these county funds cannot be spent within Beaufort County except for notifications of festivals or other events similar in nature.
- (c)(a) Allocate the remaining balance of local accommodations tax collections as follows:
- (1) Twenty percent to establish a reserve fund for emergency or other unforeseen needs that qualify under Section 66-44 (a) (1) - (9). The reserve emergency fund shall be capped at one million dollars. Once the fund balance reaches one million dollars no additional funds shall be deposited into this emergency fund until the fund balance falls below one million dollars.
  - (2) Eighty percent for tourism related uses that qualify under Section 66-44 (a) (1) - (9).
    - (2) Twenty percent for river/beach access and renourishment (subsection 66-44(a)(3));
    - (3) Sixty percent for tourism related buildings, including, but not limited to, civic centers, coliseums and aquariums (subsection 66-44(a)(1)); cultural, recreational, or historic facilities; highways, roads, streets, bridges and boat ramps providing access to tourist destinations (subsection 66-44(a)(2)); water and sewer infrastructure to serve tourism related demand (subsection 66-44(a)(6)); the operation and maintenance, including police, fire protection, emergency medical services and emergency preparedness operating directly attendant to those facilities as referenced above (subsection 66-44(a)(7)); and for all other proper purposes (subsection 66-44(a)(8)).
  - (d) In accordance with state law, the three chambers shall submit for approval a budget of planned expenditures to County Council. The proposed budgets from the DMOs shall be presented at the April finance committee meeting. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the county. The final reports from the DMOs receiving funds shall be presented at the August finance committee meeting.
  - (e) Any changes to this section of the code shall go into effect after July 1, 2009.

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

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

- (a) This division shall become effective on October 12, 2009 upon approval and adoption by county council.
- (b) The business license department is authorized to adopt guidelines, policies and procedures to implement this division.

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

**Sec. 66-49. Severability.**

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

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

**Sec. 66-50. Reserved.**

CHAPTER 4  
Allocation of Accommodations Tax Revenues

**SECTION 6-4-5.** Definitions.

As used in this chapter:

- (1) "County area" means a county and municipalities within the geographical boundaries of the county.
- (2) "Cultural", as it applies to members of advisory committees in Section 6-4-25, means persons actively involved and familiar with the cultural community of the area including, but not limited to, the arts, historical preservation, museums, and festivals.
- (3) "Hospitality", as it applies to members of the committees in item (2), means persons directly involved in the service segment of the travel and tourism industry including, but not limited to, businesses that primarily serve visitors such as lodging facilities, restaurants, attractions, recreational amenities, transportation facilities and services, and travel information and promotion entities.
- (4) "Travel" and "tourism" mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.
- (5) "Housing costs" for housing occupied by the owner means:
  - (a) the principal and interest on a mortgage loan that finances the purchase of the housing;
  - (b) the closing costs and other costs associated with a mortgage loan;
  - (c) mortgage insurance;
  - (d) property insurance;
  - (e) utility-related costs;
  - (f) property taxes; and
  - (g) if the housing is owned and occupied by members of a cooperative or an unincorporated cooperative association, fees paid to a person for managing the housing.
- (6) "Housing costs" for rented housing means:
  - (a) rent; and
  - (b) utility-related costs, if not included in the rent.
- (7) "Ordinance" means an ordinance adopted pursuant to Section 6-29-530.
- (8) "Utility-related costs" means costs related to power, heat, gas, light, water, and sewage.
- (9) "Workforce housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income falls within thirty percent and one hundred twenty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

**HISTORY:** 1991 Act No. 147, Section 1; 2001 Act No. 74, Section 2; 2002 Act No. 312, Section 2; 2023 Act No. 57 (S.284), Section 5, eff May 19, 2023.

Editor's Note

2023 Act No. 57, Section 9, provides as follows:

"SECTION 9. Before the beginning of the 2030 Legislative Session, the Director of the Department of Parks, Recreation and Tourism, in consultation with the Secretary of Commerce and the Commissioner of Agriculture, shall issue a report to the General Assembly detailing the effects on tourism and workforce housing resulting from the codified provisions of this act."

Effect of Amendment

2023 Act No. 57, Section 5, added (5) to (9).

**SECTION 6-4-10.** Allocation to general fund; special fund for tourism; management and use of special fund.

The funds received by a municipality or a county in county areas collecting more than fifty thousand dollars from the local accommodations tax provided in Section 12-36-2630(3) must be allocated in the following manner:

(1) The first twenty-five thousand dollars must be allocated to the general fund of the municipality or county and is exempt from all other requirements of this chapter.

(2) Five percent of the balance must be allocated to the general fund of the municipality or county and is exempt from all other requirements of this chapter.

(3) Thirty percent of the balance must be allocated to a special fund and used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity. To manage and direct the expenditure of these tourism promotion funds, the municipality or county shall select one or more organizations, such as a chamber of commerce, visitor and convention bureau, or regional tourism commission, which has an existing, ongoing tourist promotion program. If no organization exists, the municipality or county shall create an organization with the same membership standard in Section 6-4-25. To be eligible for selection the organization must be organized as a nonprofit organization and shall demonstrate to the municipality or county that it has an existing, ongoing tourism promotion program or that it can develop an effective tourism promotion program. Immediately upon an allocation to the special fund, a municipality or county shall distribute the tourism promotion funds to the organizations selected or created to receive them. Before the beginning of each fiscal year, an organization receiving funds from the accommodations tax from a municipality or county shall submit for approval a budget of planned expenditures. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the municipality or county which distributed them. Fees allocated pursuant to this subsection must not be used to pledge as security for bonds and to retire bonds. Also, fees allocated pursuant to this subsection must be allocated to a special fund and used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity, and not used to pledge as security for bonds and to retire bonds.

(4)(a) The remaining balance plus earned interest received by a municipality or county must be allocated to a special fund and used for tourism-related expenditures. This section does not prohibit a municipality or county from using accommodations tax general fund revenues for tourism-related expenditures.

(b) The funds received by a county or municipality which has a high concentration of tourism activity may be used to provide additional county and municipal services including, but not limited to, law enforcement, traffic control, public facilities, and highway and street maintenance, as well as the continual promotion of tourism. The funds must not be used as an additional source of revenue to provide services normally provided by the county or municipality but to promote tourism and enlarge its economic benefits through advertising, promotion, and providing those facilities and services which enhance the ability of the county or municipality to attract and provide for tourists.

"Tourism-related expenditures" include:

(i) advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity;

(ii) promotion of the arts and cultural events;

(iii) construction, maintenance, and operation of facilities for civic and cultural activities including construction and maintenance of access and other nearby roads and utilities for the facilities;

(iv) the criminal justice system, law enforcement, fire protection, solid waste collection, and health facilities when required to serve tourists and tourist facilities. This is based on the estimated percentage of costs directly attributed to tourists;

(v) public facilities such as restrooms, dressing rooms, parks, and parking lots;

(vi) tourist shuttle transportation;

(vii) control and repair of waterfront erosion, including beach renourishment;

(viii) operating visitor information centers;

(ix) development of workforce housing, which must include programs to promote home ownership.

However, a county or municipality may not expend or dedicate more than fifteen percent of its annual local accommodations tax revenue for the purposes set forth in this item (4)(b)(ix). The provisions of this item (4)(b)(ix) are no longer effective after December 31, 2030.

(c)(i) Allocations to the special fund must be spent by the municipality or county within two years of receipt. However, the time limit may be extended upon the recommendation of the local governing body of



the county or municipality and approval of the oversight committee established pursuant to Section 6-4-35. An extension must include provisions that funds be committed for a specific project or program.

(ii) Notwithstanding the provisions of subsubitem (i), upon a two-thirds affirmative vote of the membership of the appropriate local governing body, a county or municipality may carry forward unexpended allocations to the special fund beyond two years provided that the county or municipality commits use of the funds exclusively to the control and repair of waterfront erosion, including beach renourishment or development of workforce housing, which must include programs to promote home ownership. The county or municipality annually shall notify the oversight committee, established pursuant to Section 6-4-35, of the basic activity of the committed funds, including beginning balance, deposits, expenditures, and ending balance.

(d) In the expenditure of these funds, counties and municipalities are required to promote tourism and make tourism-related expenditures primarily in the geographical areas of the county or municipality in which the proceeds of the tax are collected where it is practical.

**HISTORY:** 1990 Act No. 612, Part II, Section 74B; 1991 Act No. 147, Section 1; 2010 Act No. 284, Section 2, eff upon approval (became law without the Governor's signature on June 28, 2010); 2014 Act No. 184 (S.294), Sections 1, 2, eff June 2, 2014; 2023 Act No. 57 (S.284), Section 2, eff May 19, 2023.

Editor's Note

2023 Act No. 57, Section 9, provides as follows:

"SECTION 9. Before the beginning of the 2030 Legislative Session, the Director of the Department of Parks, Recreation and Tourism, in consultation with the Secretary of Commerce and the Commissioner of Agriculture, shall issue a report to the General Assembly detailing the effects on tourism and workforce housing resulting from the codified provisions of this act."

Effect of Amendment

The 2010 amendment, in item (3), inserted "only" preceding "for advertising" in the first sentence and added the last two sentences.

2014 Act No. 184, Section 1, in subsection (4)(b), changed the paragraph designators from arabic to roman numbers"; and in subsection (4)(b)(vii), inserted ", including beach renourishment".

2014 Act No. 184, Section 2, rewrote subsection (4)(c).

2023 Act No. 57, Section 2, in (4), in (b), inserted (ix) and made nonsubstantive changes, and in (c)(ii), in the first sentence, inserted "or development of workforce housing, which must include programs to promote home ownership".

**SECTION 6-4-12. Housing impact analysis.**

(A) If a local government intends to use the funds for the development of workforce housing, then the local government shall prepare a housing impact analysis prior to giving second reading to the ordinance.

(B) The analysis required by subsection (A) must include:

(1) information about the effect of the ordinance on housing, including the effect of the ordinance on each of the following:

(a) the cost of developing, construction, rehabilitating, improving, maintaining, or owning single-family or multifamily dwellings;

(b) the purchase price of new homes or the fair market value of existing homes;

(c) the cost and availability of financing to purchase or develop housing;

(d) housing costs; and

(e) the density, location, setback, size, or height development on a lot, parcel, land division, or subdivision; and

(2) an analysis of the relative impact of the ordinance on low- and moderate-income households.

(C) The following applies to information on housing costs required to be included in the analysis conducted pursuant to subsection (B)(1)(d):

(1) the analysis must include reasonable estimates of the effect of the ordinance on housing costs, expressed in dollar amounts. The local government shall include a brief summary of, or worksheet

demonstrating, the computations used in determining the dollar amounts. However, if the local government determines that it is not possible to make an estimate expressed in dollar amounts, then the analysis must include a statement setting forth the reasons for the local government's determination; and

(2) the analysis must include descriptions of both the immediate effect and, to the extent ascertainable, the long-term effect of the ordinance on housing costs.

(D) Except as otherwise provided in this section, a housing impact analysis required pursuant to this section must be based on costs associated with the development, construction, financing, purchasing, sale, ownership, or availability of a median-priced single-family residence. However, the analysis may include estimates for larger developments as part of an analysis of the long-term effects of the ordinance.

(E) A local government may request information from any state agencies, local units of government, universities or colleges, organizations, or individuals as necessary to prepare a housing impact analysis pursuant to this section.

(F) The local government shall provide the housing impact analysis for an ordinance to the members of the legislative body of the local government, the Department of Revenue, and the Tourism Expenditure Revenue Committee before the ordinance is considered by the legislative body. The Department of Revenue may not disburse any accommodations taxes to the local government for purposes of development of workforce housing unless and until the local government has provided the housing impact analysis to the parties required pursuant to this subsection.

HISTORY: 2023 Act No. 57 (S.284), Section 4, eff May 19, 2023.

Editor's Note

2023 Act No. 57, Section 9, provides as follows:

"SECTION 9. Before the beginning of the 2030 Legislative Session, the Director of the Department of Parks, Recreation and Tourism, in consultation with the Secretary of Commerce and the Commissioner of Agriculture, shall issue a report to the General Assembly detailing the effects on tourism and workforce housing resulting from the codified provisions of this act."

**SECTION 6-4-15.** Use of revenues to finance bonds.

A municipality or county may issue bonds, enter into other financial obligations, or create reserves to secure obligations to finance all or a portion of the cost of constructing facilities, all of which must fulfill the purpose of this chapter, for civic activities, the arts, cultural events, or workforce housing that includes programs to promote home ownership. The annual debt service of indebtedness incurred to finance the facilities or lease payments for the use of the facilities may be provided from the funds received by a municipality or county from the accommodations tax in an amount not to exceed the amount received by the municipality or county after deduction of the accommodations tax funds dedicated to the general fund and the advertising and promotion fund. However, none of the revenue received by a municipality or county from the accommodations tax may be used to retire outstanding bonded indebtedness unless accommodations tax revenue was obligated for that purpose when the debt was incurred.

HISTORY: 1991 Act No. 147, Section 1; 2023 Act No. 57 (S.284), Section 3, eff May 19, 2023.

Editor's Note

2023 Act No. 57, Section 9, provides as follows:

"SECTION 9. Before the beginning of the 2030 Legislative Session, the Director of the Department of Parks, Recreation and Tourism, in consultation with the Secretary of Commerce and the Commissioner of Agriculture, shall issue a report to the General Assembly detailing the effects on tourism and workforce housing resulting from the codified provisions of this act."

Effect of Amendment

2023 Act No. 57, Section 3, in the first sentence, substituted ", all of which must fulfill the purpose of this chapter, for civic activities, the arts, cultural events, or workforce housing that includes programs to promote home ownership" for "for civic activities, the arts, and cultural events which fulfill the purpose of this chapter".

**SECTION 6-4-20.** Administration account established; State Treasurer's duties; distribution of account revenues; exceptions to tourism spending mandate.

(A) An accommodations tax account is created to be administered by the State Treasurer.

(B) At the end of each fiscal year and before August first a percentage, to be determined by the State Treasurer, must be withheld from those county areas collecting four hundred thousand dollars or more from that amount which exceeds four hundred thousand dollars from the tax authorized by Section 12-36-2630(3), and that amount must be distributed to assure that each county area receives a minimum of fifty thousand dollars. The amount withheld from those county areas collecting four hundred thousand dollars or more must be apportioned among the municipalities and the county in the same proportion as those units received quarterly remittances in Section 12-36-2630(3). If the total statewide collections from the local accommodations tax exceeds the statewide collections for the preceding fiscal year then this fifty thousand dollar figure must be increased by a percentage equal to seventy-five percent of the statewide percentage increase in statewide collections for the preceding fiscal year. The difference between the fifty thousand dollars minimum and the actual collections within a county area must be distributed to the eligible units within the county area based on population as determined by the most recent United States census.

(C) At the end of each fiscal year and before August first, the State Treasurer shall distribute to each county area collecting more than fifty thousand dollars but less than four hundred thousand dollars an additional fifteen thousand dollars. If the total statewide collections from the local accommodations tax exceed the statewide collections for the preceding fiscal year, this fifteen thousand dollar figure must be increased by a percentage equal to seventy-five percent of the statewide percentage increase in statewide collections for the preceding fiscal year. This amount must be distributed in the same manner as the fifty thousand dollars in subsection (B). The amount paid those qualified county areas under this subsection must be paid from the account created under this section.

(D) The amount withheld in excess must be distributed to the county areas whose collections exceed four hundred thousand dollars based on the ratio of the funds available to the collections by each county area.

(E) The accommodations tax funds received by a municipality or county in county areas collecting fifty thousand dollars or less are not subject to the tourism-related provisions of this chapter.

(F) Two percent of the local accommodations tax levied pursuant to Section 12-36-2630(3) must be remitted quarterly and equally to the eleven agencies designated by law and regional organizations to administer multi-county tourism programs in the state tourism regions as identified in the promotional publications of the South Carolina Department of Parks, Recreation and Tourism. This remittance is in addition to other funds that may be allocated to the agencies by local governments.

(G) The State Treasurer may correct misallocations to counties and municipalities from accommodations tax revenues by adjusting subsequent allocations, but these adjustments may be made only in allocations made in the same fiscal year as the misallocation.

**HISTORY:** 1990 Act No. 612, Part II, Section 74B; 1991 Act No. 147, Section 1; 1991 Act No. 168, Section 2.

Code Commissioner's Note

1991 Act No. 168, Section 2, originally amended this section by adding item "(5)." By direction of the Code Commissioner, the added text was redesignated as subsection "(G)" to conform to the designations in the earlier amendment of this section by 1991 Act No. 147, Section 1.

**SECTION 6-4-25.** Advisory Committee; guidelines for expenditures; annual reports; reports to Accommodations Tax Oversight Committee.

(A) A municipality or county receiving more than fifty thousand dollars in revenue from the accommodations tax in county areas collecting more than fifty thousand dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax. The advisory committee consists of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry

members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county which receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

(B) A municipality or county and its advisory committee shall adopt guidelines to fit the needs and time schedules of the area. The guidelines must include the requirements for applications for funds from the special fund used for tourism-related expenditures. A recipient's application must be reviewed by an advisory committee before it receives funds from a county or municipality.

(C) Advisory committees shall submit written recommendations to a municipality or county at least once annually. The recommendations must be considered by the municipality or county in conjunction with the requirements of this chapter.

(D) Municipalities and counties annually shall submit to the South Carolina Accommodations Tax Oversight Committee:

- (1) end-of-the-year report detailing advisory committee accommodations tax recommendations;
- (2) municipality's or county's action following the recommendations;
- (3) list of how funds from the accommodations tax are spent, except for the first twenty-five thousand dollars and five percent of the balance in Section 6-4-10(2) allocated to the general fund. The list is due before October first and must include funds received and dispersed during the previous fiscal year;
- (4) list of advisory committee members noting the chairman, business address if applicable, and representation of the hospitality industry including the lodging industry and cultural interests.

(E) The regional tourism agencies in Section 6-4-20 annually shall submit reports on their budgets and annual expenditure of accommodations tax funds pursuant to this chapter to the Accommodations Tax Oversight Committee.

HISTORY: 1991 Act No. 147, Section 1; 2002 Act No. 312, Section 3.

**SECTION 6-4-30.** Repealed by 2003 Act No. 69, Section 3.MM, eff June 18, 2003.

Editor's Note

Former section was entitled "Department of Revenue's duties regarding accommodations taxes" and was derived from 1991 Act No. 147, Section 1; 1997 Act No. 87, Section 1; 2001 Act No. 74, Section 3.B.

**SECTION 6-4-35.** Tourism Expenditure Review Committee.

(A) There is established the Tourism Expenditure Review Committee consisting of eleven members as follows:

- (1) one member appointed by the Speaker of the House;
- (2) one member appointed by the President of the Senate;
- (3) the Director of the South Carolina Department of Parks, Recreation and Tourism, or his designee, ex officio;
- (4) eight members appointed by the Governor as follows:
  - (a) one member on the recommendation of the South Carolina Association of Tourism Regions;
  - (b) one member on the recommendation of the South Carolina Association of Convention and Visitors Bureaus;
  - (c) one member on the recommendation of the South Carolina Travel and Tourism Coalition;
  - (d) one member on the recommendation of the Municipal Association of South Carolina;
  - (e) one member on the recommendation of the South Carolina Association of Counties;
  - (f) one member on the recommendation of the Hospitality Association of South Carolina;
  - (g) one member on the recommendation of the South Carolina Arts Commission; and
  - (h) one member at large.

Appointed members shall serve for terms of four years and until their successors are appointed and qualify, except that of those first appointed by the Governor, four shall serve for a term of two years and the term must be noted on the appointment. Regardless of the date of appointment, all terms expire July first of the applicable year. Members shall serve without compensation but may receive the mileage, subsistence, and per diem allowed by law for members of state boards, committees, and commissions. Vacancies must be filled in the manner of original appointment for the unexpired portion of the term.

(B)(1)(a) The Tourism Expenditure Review Committee shall serve as the oversight authority on all questionable tourism-related expenditures and to that end, all reports filed pursuant to Section 6-4-25(D)(3) must be forwarded to the committee for review to determine if they are in compliance with this chapter. The municipality or county must be notified if an expenditure is questioned, and the committee may consider any further supporting information the municipality or county may provide. If the committee finds an expenditure to be in noncompliance, it shall certify the noncompliance to the State Treasurer, who shall withhold the amount of the expenditure found in noncompliance from subsequent distributions in accommodations tax revenue otherwise due the municipality or county. An appeal from an action of the committee under this subitem lies with the Administrative Law Judge Division.

(b) If the committee determines that a municipality or county has failed to file the reports required pursuant to Section 6-4-25(D)(3), it may impose a fee of five hundred dollars a month or part of a month for each month the report is not filed, but not more than five thousand dollars. The committee shall certify the penalty to the State Treasurer, who shall withhold the amount of the penalty from subsequent distributions otherwise due the municipality or county. An appeal from an action of the committee under this subitem lies with the Administrative Law Judge Division.

(c) Allocations withheld must be reallocated proportionately to all other recipients.

(2) The committee has jurisdiction to investigate and research facts on written complaints submitted to it with regard to the appropriate tourism-related expenditures and resolve these complaints as provided in item (1) of this subsection.

(3) The committee shall forward copies of information submitted by the local governments and regional tourism agencies pursuant to Section 6-4-25 arising under the tourism provisions of this chapter to the Department of Parks, Recreation and Tourism, which shall publish an annual report on the information submitted.

HISTORY: 2001 Act No. 74, Section 3.A; 2003 Act No. 38, Section 1, eff June 2, 2003; 2019 Act No. 1 (S.2), Section 31, eff January 31, 2019.

Editor's Note

2004 Act No. 202, Section 3, provides as follows:

"Wherever the term 'Administrative Law Judge Division' appears in any provision of law, regulation, or other document, it must be construed to mean the Administrative Law Court established by this act."

Effect of Amendment

The 2003 amendment, in subsection (A) substituted "eleven" for "nine" in the introductory paragraph, substituted "eight" for "six" in paragraph (4), added paragraphs (4)(g) and (4)(h), and made nonsubstantive changes.

2019 Act No. 1, Section 31, in (A)(2), substituted "President of the Senate" for "President Pro Tempore of the Senate".



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>RECONSIDERATION OF COUNCIL’S ACTION ON FIRST READING OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND FIRST READING OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND</b>
<b>MEETING NAME AND DATE:</b>
County Council, January 22, 2024
<b>PRESENTER INFORMATION:</b>
Thomas J. Keaveny, II, County Attorney
<b>ITEM BACKGROUND:</b>
<p>On December 11, 2023 Council gave first reading to a proposed ordinance appropriating funds from the state 2% accommodations tax fund based upon the recommendations of the state a-tax committee. At that time, Council approved a motion to: (1) set aside \$150,000 of the funds for workforce housing. This amount is equal to fifteen percent (15%) of the total 2023-2024 state accommodation revenue of \$1,000,000; and (2) to refer the recommendations back to the state a-tax committee for it to reallocate the balance of the funds based on Council’s decision. Since that time, Administration has determined that it has \$150,000 in funds remaining from the 2022-2023 state a-tax allocation (essentially a carryover balance) that it can devote to this purpose and still allow Council to approve the a-tax committee’s recommended appropriations for 2023-2024.</p>
<b>PROJECT / ITEM NARRATIVE:</b>
<p>If Council wishes to approve the state a-tax committee’s recommendations and still award \$150,000 from the state a-tax funds, it can consider a two-part motion. The motion would be to: (1) rescind its decision of December 11<sup>th</sup> to set aside \$150,000 from the 2023-2024 state a-tax allocation and to refer the recommendations back to the state a-tax committee; and (2) give first reading to an ordinance appropriating funds from the state a-tax fund as recommended by the state a-tax committee. If that motion succeeds, Council is back to where it was on December 11<sup>th</sup>. It can then give first reading to the ordinance appropriating funds from the 2% a-tax fund as recommended by the state a-tax committee. While giving first reading to the proposed ordinance, Council can consider a motion to amend. The amendment would be to adopt the recommendations of the state a-tax committee <i>and</i> to appropriate the sum of \$150,000 from the 2022-2023 state a-tax fund (carry-over) to workforce housing.</p>
<b>FISCAL IMPACT:</b>
Funding will come from the state a-tax fund carryover.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Administration recommends Council proceed as outlined in the Project/Item Narrative.
<b>OPTIONS FOR COUNCIL MOTION:</b>

Approve a motion to rescind;

Deny a motion to rescind;

Approve first reading of an ordinance appropriating state a-tax funds;

Deny first reading of an ordinance appropriating state a-tax funds.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
RECOMMEND APPROVAL OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO.
<b>MEETING NAME AND DATE:</b>
Finance Committee, November 20, 2023
<b>PRESENTER INFORMATION:</b>
Jonathan Sullivan Chairman of the State Accommodations Tax Committee 20 minutes
<b>ITEM BACKGROUND:</b>
The State Accommodations Tax Committee meet on November 14, 2022 and reviewed 37 applications requesting over \$2.6 million in awards.
<b>PROJECT / ITEM NARRATIVE:</b>
The Committee selected the organizations listed in Attachment A for a total of \$1,000,000
<b>FISCAL IMPACT:</b>
The award will be from the State ATAX Fund 2000, Budgeted Line Item 2000-10-0000-55000 (Direct Subsidies) in the current fiscal year.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends County Council to approve the recommendation.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny "Recommend approval of an Ordinance to appropriate funds from the State 2% Accommodations Tax Fund and other matters related thereto."



**ORDINANCE 2024/ \_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, County Council is authorized to utilize State 2% Accommodations Tax (“A-Tax”) Funds to promote tourism and enlarge the economic benefits of tourism through advertising, promotion, construction and maintenance of access and access to nearby roads for civic, cultural recreational or historic facilities; and

**WHEREAS**, S.C. Code Ann. §6-4-10(4)(b) expressly authorizes a county which has a high concentration of tourism activity to use state accommodations tax funds "to provide additional county and municipal services including, but not limited to, law enforcement [and] traffic control" as may be necessary for tourism related activities; and

**WHEREAS**, Beaufort County ("County") initiated a formal grant application process, and accepted applications from local entities to receive grant funds from the state A-Tax; and

**WHEREAS**, applications were received, reviewed and scored by the state accommodations tax advisory board, which has made award recommendations to County Council for approval and appropriation of funds; and

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

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

DONE this \_\_\_\_\_ Day of \_\_\_\_\_, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Jr. Chairman

ATTEST:

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

Time	Contact Person	Email	Organization	Event/Project	Amount Requested	Recommended	Awarded	
							Last Year	Amount (2022-2023)
1 12:15pm	Robb Wells	<a href="mailto:robbs@beaufortsc.org">robbs@beaufortsc.org</a>	Greater Beaufort-Port Royal CVB	Tourism Marketing FY 2023-2024	\$ 195,000.00	\$ 195,000.00	yes	\$ 180,000.00
2 12:30pm	Peach Morrison	<a href="mailto:Peach@SouthCarolinaLowcountry.com">Peach@SouthCarolinaLowcountry.com</a>	SC Lowcountry & Resort Islands Tourism Commission	Promotion of Beaufort County & the Lowcountry	\$ 93,300.00	\$ 93,300.00	yes	\$ 72,545.00
3 1pm	Tim Waz	<a href="mailto:sports@beaufortsc.org">sports@beaufortsc.org</a>	Beaufort Area Sports Council	Beaufort Area Sports Marketing & Sales FY 2023-2024	\$ 60,000.00	\$ 60,000.00	yes	\$ 25,000.00
4 1:07pm	Jon Rembold	<a href="mailto:irembold@bcgov.net">irembold@bcgov.net</a>	Beaufort County Airports	Destination Marketing	\$ 50,000.00	\$ 40,000.00	no	
5 1:14pm	Ron Tucker	<a href="mailto:beaufortfilm@gmail.com">beaufortfilm@gmail.com</a> <a href="mailto:sankofainspirit@gmail.com">sankofainspirit@gmail.com</a> <a href="mailto:trhicksii@gmail.com">trhicksii@gmail.com</a>	Beaufort Film Society	18th Beaufort International Film Festival	\$ 60,000.00	\$ 60,000.00	yes	\$ 30,000.00
6 1:21pm	Denise Bullitt	<a href="mailto:lroper@cityofbeaufort.org">lroper@cityofbeaufort.org</a>	Festivals: Gullah Festival, Shrimp Festival, & Taste of Beaufort, etc.	Beaufort Festivals & Events Advertising fy 2023-2024	\$ 60,000.00	\$ 60,000.00	yes	
7 1:28pm	Denise Bullitt	<a href="mailto:sankofainspirit@gmail.com">sankofainspirit@gmail.com</a>	Gullah Traveling Theater	GTI Decoration Day	\$ 60,000.00	\$ 30,000.00	yes	\$ 30,000.00
8 1:35pm	Leah Arnold	<a href="mailto:leah_arnold@islandrecenter.org">leah_arnold@islandrecenter.org</a>	HHI Recreation Assoc.	Jeep Island, Oyster Festival & Wingfest	\$ 10,000.00	\$ -	no	
9 1:42pm	David Coyle	<a href="mailto:dhcoyle@roadrunner.com">dhcoyle@roadrunner.com</a>	Hilton Head Choral Society	Marketing for Tourism/Visitor Development	\$ 5,000.00	\$ 2,500.00	yes	\$ 4,000.00
10 1:49pm	Jeff Gerber	<a href="mailto:circlemstr@gmail.com">circlemstr@gmail.com</a>	Hilton Head Hospitality Association	Hilton Head Wine and Food Festival	\$ 10,000.00	\$ 10,000.00	yes	\$ 10,000.00
11 1:56pm	Robert Lee/Lindsey Harrell	<a href="mailto:Bob.Lee@BeaconAllied.com">Bob.Lee@BeaconAllied.com</a>	Hilton Head Island Concours d'Elegance, Inc.	Hilton Head Island Concours d'Elegance & Motorign Festival	\$ 38,000.00	\$ 38,000.00	yes	\$ 40,000.00
12 2:03pm	Robin Storey/George Banino	<a href="mailto:hhilandtrust@hhilandtrust.org">hhilandtrust@hhilandtrust.org</a>	Hilton Head Island Land Trust	Raptor CAM, Website, Marketing	\$ 23,600.00	\$ 20,000.00	no	
13 2:10pm	Alan Jordan/Susan Hartmann	<a href="mailto:ajordan@hhsa.org">ajordan@hhsa.org</a>	Hilton Head Symphony Orchestra	HHSO Marketing Programs	\$ 25,000.00	\$ 25,000.00	yes	\$ 25,000.00
2:17pm								
14 2:27pm	Ashlee Houck	<a href="mailto:Ashlee@bfthospitality.com">Ashlee@bfthospitality.com</a>	Beaufort Area Hospitality Association	Beaufort Oyster Festival 2024	\$ 30,000.00	\$ 30,000.00	yes	\$ 20,000.00
15 2:34pm	Ashlee Houck	<a href="mailto:Ashlee@bfthospitality.com">Ashlee@bfthospitality.com</a>	Beaufort Area Hospitality Association	New Years Eve Fireworks 2024	\$ 35,000.00	\$ 35,000.00	yes	\$ 20,000.00
16 2:41pm	Andrea Gannon	<a href="mailto:agannon@artshhi.com">agannon@artshhi.com</a>	Arts Center of Coastal Carolina	Tourism Marketing of Unincorporated Areas of Beaufort County	\$ 20,000.00	\$ 20,000.00	yes	\$ 6,000.00
17 2:48pm	Katherine Lang	<a href="mailto:klang.beaufort@gmail.com">klang.beaufort@gmail.com</a>	Beaufort History Museum	Promoting "New" Beaufort History Museum	\$ 15,000.00	\$ 4,200.00	no	
18 2:55pm	Caprice Wilborn	<a href="mailto:cwblufftongullah843@gmail.com">cwblufftongullah843@gmail.com</a>	Bluffton Gullah Cultural Heritage Center	Bluffton Gullah Cultural Heritage Center	\$ 250,000.00	\$ 25,000.00	no	
19 3:02pm	Rex Garniewicz	<a href="mailto:rgarniewicz@coastaldiscovery.org">rgarniewicz@coastaldiscovery.org</a>	Coastal Discovery Museum	Coastal Discovery Museum: Cultural and Ecotourism	\$ 37,500.00	\$ 36,000.00	yes	\$ 34,500.00
20 3:09pm	Nancy Ludtke	<a href="mailto:nlfuskie@aol.com">nlfuskie@aol.com</a>	Daufuskie Island Historical Foundation	Brochure Printing	\$ 7,000.00	\$ 7,000.00	no	
21 3:16pm	Stacy Applegate / Angela Dore	<a href="mailto:stacy@freedmanartsdistrict.org">stacy@freedmanartsdistrict.org</a> <a href="mailto:angelarenee.dore@gmail.com">angelarenee.dore@gmail.com</a>	Freedman Arts District, Inc.	Chalk It Up!	\$ 30,000.00	\$ 30,000.00	no	
22 3:23pm	Linda Miller	<a href="mailto:FQHiorp@gmail.com">FQHiorp@gmail.com</a>	Friends of Hunting Island State Park, Inc.	Restoration & Construction of Exhibit space for 1st Order 1875 Fresnel Lens	\$ 40,000.00	\$ 30,000.00	no	
23 3:30pm	Blake White	<a href="mailto:blake@leanensemble.org">blake@leanensemble.org</a>	Lean Ensemble Theater	Lean Ensemble Theater Marketing	\$ 6,000.00	\$ 3,000.00	no	
24 3:37pm	Barry Fleming	<a href="mailto:bfleminggolf@gmail.com">bfleminggolf@gmail.com</a>	Lowcountry Golf Course Owners Association	Golf Tourism Connected TV Advertising Campaign	\$ 25,000.00	\$ 7,500.00	yes	\$ 20,000.00
25 3:44pm	Eric Turpin	<a href="mailto:eturpin@nibcaa.org">eturpin@nibcaa.org</a>	NIBCAA	Hilton Head Gullah Celebration	\$ 50,000.00	\$ 35,000.00	yes	\$ 50,000.00
26 3:51pm	Kate Schaefer	<a href="mailto:kate@openlandtrust.org">kate@openlandtrust.org</a>	Open Land Trust	Old Sheldon Church Road Trail	\$ 45,000.00	\$ -	no	
27 3:58pm	Jon Black	<a href="mailto:jblack9469@gmail.com">jblack9469@gmail.com</a>	Historic Campbell Chapel	Campbell Chapel Community Development	\$ 130,874.00	\$ -	no	
28 4:05pm	Ahmad Ward	<a href="mailto:award@exploremitchelville.org">award@exploremitchelville.org</a>	Historic Mitchelville Freedom Park	Marketing and Site Preparation/Design for Juneteenth Celebration	\$ 35,000.00	\$ 35,000.00	yes	\$ 35,000.00
4:12pm								
29 4:22pm	Pamela Courtney	<a href="mailto:PamelaCourtney@gmail.com">PamelaCourtney@gmail.com</a>	Historic Port Royal Foundation	First Annual Port Royal International Storytelling Festival	\$ 25,000.00	\$ 5,000.00	yes	\$ 5,950.00
30 4:29pm	Charlene M. Spearen	<a href="mailto:cspearen@penncenter.com">cspearen@penncenter.com</a>	Penn Center	40th Annual Heritage Days Celebration	\$ 30,000.00	\$ 30,000.00	no	\$ 19,500.00
31 4:36pm	Kat Armstrong	<a href="mailto:karmstrong@portroyalsoundfoundation.org">karmstrong@portroyalsoundfoundation.org</a>	Port Royal Sound Foundation	Native Gardens Exhibit and Greenhouse	\$ 55,400.00	\$ 20,000.00	yes	\$ 91,000.00
32 4:43pm	Dan Durbin	<a href="mailto:DHD3495@GMAIL.COM">DHD3495@GMAIL.COM</a>	Second Founding of America	Beaufort History Walk - A Community Volksmarch	\$ 2,088.64	\$ -	no	
33 4:50pm	Ginnie Kozak	<a href="mailto:vkozak@tcl.edu">vkozak@tcl.edu</a>	Technical College of the Lowcountry	Mather School Museum and Interpretive Center Accessibility Project	\$ 375,000.00	\$ -	no	\$ 40,000.00
34 4:57pm	Pinky Harriott	<a href="mailto:pharriott@uscb.edu">pharriott@uscb.edu</a>	USCB Center of the Arts	USCB Center for the Arts ADA Upgrades	\$ 160,000.00	\$ -	no	
35 5:04pm	Yolanda Bryant	<a href="mailto:gullahrootsfoundation@gmail.com">gullahrootsfoundation@gmail.com</a>	Gullah Roots Historical Foundation	Daufuskie Island GullahFest	\$ 25,000.00	\$ 9,000.00	no	
36 5:11pm	Jeremy Sponceller	<a href="mailto:jeremysponceller@fripsd.org">jeremysponceller@fripsd.org</a>	Fripp Island Public Service District	Fripp Island Inlet Bridge Repair	\$ 500,000.00	\$ -	no	
37 5:18pm	Eileen Newton	<a href="mailto:treasurer@foprcw.org">treasurer@foprcw.org</a>	Friends of Port Royal Cypress Wetlands, Inc.	Guided Nature Tours	\$ 11,400.00	\$ 4,500.00	no	
					<b>\$ 2,630,162.64</b>	<b>\$ 1,000,000.00</b>		



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE A-TAX FUNDS AS RECOMMENDED BY THE STATE A-TAX COMMITTEE IN COMPLIANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA CODE OF LAWS</b>
<b>MEETING NAME AND DATE:</b>
County Council, March 25, 2024
<b>PRESENTER INFORMATION:</b>
Thomas J. Keaveny, II, County Attorney
<b>ITEM BACKGROUND:</b>
On February 24, 2024 Council referred this matter back to the Finance, Administration, and Economic Development Committee for further review, discussion, and consideration of the recommendations of the State Accommodations Tax Board. On March 11, 2024 Committee held a special called meeting for the sole purpose of reviewing the State Accommodation Board’s recommendations. After a thorough review and discussion of the recommendations with the Chairman of the board, Jonathan Sullivan, the committee decided to accept the recommendations as originally received. The committee recommends to Council that it approve the recommendation of the State 2% Accommodations Board as received.
<b>PROJECT / ITEM NARRATIVE:</b>
See Above. See also previous AIS’s (January 22, 2024 and November 20, 2023) which are included in the backup for historical reference. While <i>this</i> proposed ordinance has been pending, Council has approved a <i>separate</i> ordinance appropriating 15% of FY24 gross state accommodations tax revenue to the development of workforce housing (Ordinance 2024/09 adopted February 26, 2024).
<b>FISCAL IMPACT:</b>
Funding will come from the State Accommodations Fund.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Administration recommends Council approve the recommendations as received.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve second reading of an ordinance to appropriate state a-tax funds as recommended by the state accommodations tax board;  Motion to amend the ordinance to add or remove proposed appropriations as recommended by the state accommodations board;  Motion to deny second reading of an ordinance to appropriate state a-tax funds as recommended by the state accommodations tax board.





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>RECOMMEND COUNCIL APPROVE A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO CONTRIBUTE TO THE PROCUREMENT OF A CONSERVATION EASEMENT ON SEVERAL PARCELS OF REAL PROPERTY LOCATED IN JASPER COUNTY AND KNOWN, COLLECTIVELY, AS GREGORIE NECK (PIN# 087-00-09-022, 087-00-09-023, 087-00-09-025, 087-00-09-031)</b>
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use Committee, Monday, March 11, 2024
<b>PRESENTER INFORMATION:</b>
Mike McShane, Chairman of the Green Space Advisory Committee 10 -15 minutes
<b>ITEM BACKGROUND:</b>
On December 11, 2023, the Community Services and Land Use Committee approved initial due diligence on Gregorie Neck. Thereafter, on January 31, 2024, the Green Space Advisory Committee met, reviewed the due diligence, and recommended contribution of funds to the procurement of a conservation easement on Gregorie Neck.
<b>PROJECT / ITEM NARRATIVE:</b>
The Nature Conservancy (TNC) is the current fee simple owner of 4,409-acre property known as Gregorie Neck, which is comprised of four tracts. TNC intends to place a conservation easement on the entire property. To achieve this, several partners will contribute funds. Partners include the Department of Defense via the REPI Challenge (\$6,000,000 confirmed), TNC (\$4,500,000 confirmed), and the SC Conservation Bank (\$2,000,000 applied for). Beaufort County Open Land Trust (the applicant) has asked for \$1,000,000 from the Green Space Program funds to help procure this conservation easement. The total purchase price for this Conservation Easement is \$13,500,000. The easement will be held and managed by the Beaufort County Open Land Trust.
<b>FISCAL IMPACT:</b>
\$1,000,000 from the Beaufort County Green Space Program Sales Tax (Fund # 4706)
<b>RECOMMENDATION TO COUNCIL:</b>
Green Space Advisory Committee (GSAC) recommends approval
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve, modify, or deny a Resolution to expend \$1,000,000 from the Green Space Program to contribute to the procurement of the conservation easement on Gregorie Neck.

**RESOLUTION 2024/ \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO CONTRIBUTE TO THE PROCUREMENT OF A CONSERVATION EASEMENT ON SEVERAL PARCELS OF REAL PROPERTY LOCATED IN JASPER COUNTY AND KNOWN, COLLECTIVELY, AS GREGORIE NECK (PIN# 087-00-09-022, 087-00-09-023, 087-00-09-025, 087-00-09-031)**

**WHEREAS**, the Property is located at the headwaters of the Port Royal Sound where incompatible development of the property would interfere with the goals of protecting the waterbody and produce undesirable downstream impacts to Beaufort County; and

**WHEREAS**, the Property is located within the flight path of the Marine Corps Air Station (MCAS) Beaufort, and incompatible development would produce undesirable impacts to the mission of the installation; and

**WHEREAS**, the Beaufort County Council recognizes the need to preserve land that provides scenic, natural, environmental, recreational, rural, and open space character which is deemed essential to the County’s economic viability, environmental resilience, and overall quality of life; and

**WHEREAS**, the Beaufort County staff received a Conservation Easement Application which was presented to the Green Space Advisory Committee (GSAC) at their December 6, 2023 meeting where the GSAC voted to recommend initial due diligence to the Community Services and Land Use Committee; and

**WHEREAS**, the Beaufort County Community Services and Land Use Committee authorized staff to engage in due diligence and negotiations during their December 12, 2023 meeting; and

**WHEREAS**, the Beaufort County staff conducted due diligence and further evaluation of the property and application against the Beaufort County Green Space Program Criteria to calculate the procurement benefits and overall value; and

**WHEREAS**, the Beaufort County staff presented their evaluation to the Green Space Advisory Committee (GSAC) during their January 31, 2024 meeting, the Green Space Advisory Committee reviewed the due diligence and it voted to recommend expenditure of Green Space funds to the procurement of a conservation easement on Gregorie Neck; and

**WHEREAS**, the Conservation Easement Terms Sheet is attached hereto and incorporated herein by reference (Exhibit “A”); and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the Interim County Administrator to execute the necessary documents and to provide funding for the procurement of development rights through a conservation easement on the property.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute the documents necessary and to provide funds to contribute to the procurement of a conservation easement on several parcels of real property located in Jasper County and known, collectively, as Gregorie Neck (PIN# 087-00-09-022, 087-00-09-023, 087-00-09-025, 087-00-09-031).

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council

# Exhibit "A"

**Restrictions and Limitations:**

<p><b>Subdivision:</b></p>	<p><i>Property currently exists as four (4) parcels. The property can be subdivided into eight (8) total parcels, with no subdivision being less than 400 acres in size, except for the "battle of the Tullifinny battle site" which may be 285 acres to encompass the historic resource.</i></p>
<p><b>Impervious Surface Limitation:</b></p>	<p><i>This refers to roads and rooftops and any impervious surface from Residential Structures, Agricultural Structures, Related Outbuildings, Recreational Structures, roads, boardwalks are included in this allocation. We recommend impervious surface square footage is ½-1% of total parcel size.</i></p>
<p><b>Residential Structures:</b></p>	<p><i>Each newly subdivided parcel can have two (2) residential structures, where residential structures are defined as freestanding buildings with kitchen, bathroom and living quarters. Each residential may be associated with accessory buildings. If subdivided parcel size is greater than or equal to 1000 acres, then three (3) residential structures are permitted per subdivision.</i></p> <p><i>Accessory buildings, including but not limited to utility sheds, detached garages, guest houses, pool houses; and associated agricultural buildings including but not limited to barns, pole sheds are permitted. All buildings are subject to total impervious surface limitations.</i></p> <p><i>A designated building area or footprint within which residential structures can be built, is required.</i></p>
<p><b>Building Height:</b></p>	<p><i>Building height is not to exceed 35 feet above the minimum 1st floor FEMA elevation.</i></p>
<p><b>Docks:</b></p>	<p><i>Each subdivided parcel can have one dock on public waters, subject to all OCRM/ACOE standards. Dock lighting should not interfere with river navigation or night sky. Internal docks on internal impoundments may be permitted, subject to approval and subject to all OCRM/ACOE standards.</i></p>
<p><b>Towers:</b></p>	<p><i>Wildlife observation towers (e.g. skeet shooting towers, deer stands) permitted, subject to height limitations. There shall be no other towers, including, but not limited to, radio, microwave, broadcast, communication and cellular towers.</i></p>
<p><b>Road/Marsh Buffers:</b></p>	<p><i>150 foot setback from OCRM critical line along marsh edges; 200' setback from public roads where gates and mailboxes can occur within the buffer but no structures.</i></p>
<p><b>Industrial Uses:</b></p>	<p><i>All industrial uses, activities, structures, or rights of passage are prohibited.</i></p>
<p><b>Commercial Uses:</b></p>	<p><i>All commercial uses, activities, structures, or right of passage are prohibited. For the purposes of many easements, Agricultural Activities, Forest Management Practices and the leasing of hunting, trapping and fishing rights shall not be considered Commercial Uses.</i></p>
<p><b>Services:</b></p>	<p><i>Construction of water wells, septic systems, utility services and associated facilities and service roadways are limited to serve allowed uses and subject</i></p>



	<i>to all restrictions and limitations and all applicable governmental laws and regulations. Grantor is permitted to grant utility and other easements as necessary to enable the delivery of these services.</i>
<b>Roads:</b>	<p><i>Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road constructed or covered with Impervious Surface except as otherwise necessary.</i></p> <p><i>Existing roads will be recorded in the easement baseline, and it is encouraged that few new roads be built if existing roads can meet the needs of the property access.</i></p>
<b>Landscaping:</b>	<p><i>Landscaping is permitted around the residential structures and natural/native vegetation is encouraged.</i></p> <p><i>The right to use agrichemicals, including, but not limited to, fertilizers, biocides, herbicides, and rodenticides, but only in those amounts and with that frequency of application constituting the minimum necessary to accomplish agricultural and residential activities permitted by the terms of this Easement and in accordance with label instructions and any applicable legal regulations. No use of agrichemicals will be permitted if such use would result in (i) unlawful contamination of any source of water or (ii) any significant impairment of any natural ecosystem or process on the Property. Structural elements of landscaping, including but not limited to walkways and patios, shall be subject to Impervious Surface restrictions and limitations as provided for in this Easement.</i></p>
<b>Signs:</b>	<i>Property signs limited to eight (8) square feet in size that refer to the property itself or offer direction, not advertisement for outside interests are permitted. Signs must be erected at a height that does not interfere with any flight path or military mission, when said sign is visible from off the Property.</i>
<b>Lighting</b>	<i>All lighting equipment, including floodlights, searchlights, landscape lighting, and all protective lighting, such as streetlights, shall have positive, optical control so that no light is emitted above the horizontal plane.</i>
<b>Archeological and Paleontological Excavations:</b>	<i>Notice required for archeological or paleontological excavation. Sites shall be returned to, or as close as possible to, its previous state, unless to be maintained for interpretive purposes related to education.” This is a common form of research and/or public access on protected properties.</i>
<b>Forestry Uses:</b>	<i>Forest management practices including those associated with commercial timber farming are permitted. Notice is required for timber harvests and controlled burns; burn notice may be provided to local military installation following issuance of a burn number by SC Forestry commission. Acceptable management practices shall be those management practices offered by the South Carolina Forestry Commission or its successor agency.</i>
<b>Agricultural Uses:</b>	<i>Agricultural Activities shall be defined as activities directly related to the production of plant or animal products on the Property, including crop production, raising cattle and other livestock for sale, animal husbandry, flori-culture and horticulture, in a manner that preserves the long-term</i>

	<i>productivity of the soil. Permitted activities shall not include feedlots, intensive livestock production facilities or any type of large-scale operation where animals are confined. Restoration of fields and pastures and upland impoundments for agricultural activities is also permitted.</i>
<b>Recreational Uses</b>	<i>Lawful hunting, fishing, shooting, tennis, swimming, camping, aquaculture, and equine sports are permitted, as well as land and game management practices to maintain and support these activities.</i>
<b>Ponds/Impoundments</b>	<p><i>Existing ponds are documented in the baseline. Existing tidal impoundments (approx. 90 acres) can be maintained and improved for wildlife management.</i></p> <p><i>Grantor retains right to repair and manage existing ponds, wetland impoundments, dams, dikes and with Notice, may expand existing ponds and impoundments.</i></p> <p><i>Former "Shrimp farm" feature can be converted back into impoundment for waterfowl and wildlife habitat.</i></p> <p><i>Grantor may create new ponds, wetland impoundments and greentree reservoirs not to exceed 100 acres in aggregate, subject to all local state and federal standards and regulations.</i></p> <p><i>Should the pond(s) or impoundment(s) attract such a concentration of birds to the extent that they cause a training or operational hazard, Notice shall be provided, and Grantor and Grantee shall cooperate and shall act in good faith to arrive at a way to mitigate or eliminate the hazard.</i></p> <p><i>The sale or gift of extracted soil, sand, gravel or other materials produced in connection with the enlargement or construction of pond(s), or any other permitted or non-permitted use, is strictly prohibited.</i></p>
<b>Mining:</b>	<i>Surface and mineral mining is strictly prohibited. U.S.C. 170(h)(5).</i>
<b>Topography and Hydrology:</b>	<i>No adverse material alteration of the topography or hydrology, unless otherwise provided for in the Easement (e.g. if a new pond was created).</i>
<b>Significant Tree Protection:</b>	<i>Live oaks, cypress and magnolia trees with DBH of 16 inches or greater protected.</i>
<b>Other Operational &amp; Training Hazards.</b>	<p><i>No operations of any type are permitted that produce smoke, glare or other visual hazards, or encourage concentrations of birds that may be dangerous for aircraft operating from the Installation.</i></p> <p><i>Prior to commencing controlled burns for agricultural purposes, recreational purposes, habitat improvement and mitigation of fire hazards, Grantor must give as much reasonable prior notice to Grantee as is practical. Once a burn number has been issued by the S.C. Forestry Commission, and prior to burn ignition, notification must be given to local installation (Marine Corps Air Station Beaufort) and local Fire Department, including the time the burn is to be conducted. Notification by phone is acceptable.</i></p>
<b>Eligibility for Conservation Programs</b>	<i>The Grantor reserves the right to participate in federal, state, county, or nongovernmental organization conservation and/or preservation contracts, programs, or leases existing now or permitted in the future for any activity</i>

	<p><i>or use permitted on the Property under this Easement, including but not limited to carbon sequestration, carbon offsets, greenhouse gas credits, endangered species credits, or water quality credits. Any programs entered into by the Grantor must be consistent with the terms of this Easement.</i></p>
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## MEMORANDUM

**To:** Beaufort County Council  
**From:** Beaufort County Planning & Zoning Department  
**Subject:** Green Space Program – Gregorie Neck Conservation Easement  
**Date:** March 25, 2024

### STAFF REPORT:

**Applicant:** Beaufort County Open Land Trust  
**Application Type:** Conservation Easement – Out of County  
**Procurement Number:** GS-01-2024  
**Expenditure of Funds:** Green Space Program funds to procure a conservation easement on Gregorie Neck located in Jasper County for \$1,000,000.  
**Geographic Region(s) Served:** Northern, Southern, Eastern, Western

### A. PROJECT OVERVIEW:

Located between the Tulifiny and Coosawhatchie Rivers in the headwaters of the Port Royal Sound sits Gregorie Neck, a 4,409 +/- acre peninsula comprised of a variety of lowcountry habitats including freshwater forested wetlands, emergent freshwater wetlands, salt marsh, upland pine savannahs, deciduous hardwood forests, and impoundments. In addition to its ecological value, the property is also located along I-95 and near Highway 17, connecting it to Savannah and Charleston and their associated economies and ports.

For the past 30 years, this property has been protected by its owners and used in part as a farm, hunting grounds, and retreat. Recently, the property (made up of four different parcels) was placed on the market for sale. Given its attractiveness for development, its critical location in the Port Royal Sound, and its inclusion in a priority conservation corridor connecting the Savannah River basin to the ACE basin, The Nature Conservancy (TNC) quickly acted to purchase the parcels. In the process of pursuing the property, TNC has been working closely with the Open Land Trust (OLT) to develop a Conservation Easement that OLT will hold and manage. TNC does not intend to keep this property. Instead, it will be sold after a Conservation Easement protecting the property is put in place.

Gregorie Neck was acquired by The Nature Conservancy (TNC) on February 14<sup>th</sup>, 2024 through a fee simple purchase. In January, prior to closing, the Readiness and Environmental Protection

Integration (REPI) Program announced that the Open Land Trust (OLT) had been awarded \$6,000,000 to help fund the \$13,500,000 conservation easement for Gregorie Neck. Such an investment by the Department of Defense demonstrates their commitment to preserving the military mission of our local military installations by preventing incompatible development in the flight paths of both MCAS Beaufort and the Townsend Bombing Range in Georgia, all while protecting water quality of the Port Royal Sound and promoting the resilience of our local habitats, especially salt marsh. While TNC will contribute to the purchase of the conservation easement through a donation of funds, the OLT has also applied to both the South Carolina Conservation Bank and the Beaufort County Green Space Program to fund the remainder of the conservation easement.

## **B. SUMMARY FUND REQUEST AND APPLICATION MERITS:**

The Open Land Trust (OLT) applied during the 4<sup>th</sup> quarter of 2023, the first application cycle of the new Green Space Program. At the time of application, the applicant requested \$1,000,000. Staff evaluated the application for Gregorie Neck against the parameters of the Green Space Program criteria and priorities and found it ranked highly as a result of the following:

### **Connectivity to Regional Conservation Investment**

Gregorie Neck is immediately adjacent to protected properties and located within the middle of a conservation corridor containing numerous conservation investments that protect thousands of acres of land. Gregorie Neck is a critical piece of this effort to create a green corridor from the ACE basin to the Savannah River.

### **Preservation of Critical Habitat**

Gregorie Neck possesses a diverse array of natural habitats. Impoundments, salt marsh, and mud flats all serve to support varied species of wildlife, including but not limited to, shorebird, waterfowl, wading bird, songbird, marine fish, crustacean, and mammalian species. Forested freshwater wetlands, emergent freshwater wetlands, upland pine savannahs, and mixed deciduous hardwood forests support a variety of animals including, but not limited to, herpetofauna (reptiles and amphibians), mammalian, songbird, raptors, fowl, and pollinator species. In addition to its natural habitats, Gregorie Neck includes working farmlands.

### **High Level Public Benefit**

Because of its location at the headwaters of the Port Royal Sound and its 13 miles of waterfront, preserving Gregorie Neck in its near natural state avoids potential massive impacts to our local ecosystems, namely the entirety of the Port Royal Sound, as a result of development. Among other impacts, the development of Gregorie Neck would impair water quality, marine fish and crustacean populations, and coastal resilience of our migrating salt marshes.

Because of its location along major transportation corridors, preserving Gregorie Neck avoids placing excessive demand on services like transportation networks, emergency services, utilities,

schools, etc. The development of Gregorie Neck would impact downstream and neighboring communities.

**Leveraging of Funds**

The Applicant has leveraged funds by pulling from different sources so that each entity contributes a financial investment.

**Committed Funds**

Department of Defense via the REPI program.....	\$6,000,000
The Nature Conservancy via donation.....	\$4,500,000

**Requested Funds**

Beaufort County Green Space Program.....	\$1,000,000
SC Conservation Bank.....	\$2,000,000

With contribution from the Green Space Program, Beaufort County residents and visitors would invest in the protection of the headwaters of the Port Royal Sound as well as all the other benefits a conservation easement will provide at a great value of the Green Space Program funds.

**C. EXISTING LAND USE POLICIES:**

Jasper County Zoning

*(Information provided by the governmental jurisdiction in which the property is located.)*

The current zoning of these properties is Rural Preservation. The Rural Preservation Zoning District is intended to preserve, sustain, and protect from suburban encroachment rural areas and resources, particularly forest and agricultural, and maintain a balanced rural-urban environment. The retention of open lands, woodlands, plantations, and farmlands, which make up a large part of this area, are essential to clean air, water, wildlife, many natural cycles, and a balanced environment, among other things.

Jasper County Comprehensive Plan

*(Information provided by the governmental jurisdiction in which the property is located.)*

According to Jasper County’s Comprehensive Plan’s Future Land Use Map, Gregorie Neck is located within the Resource Conservation District. The Resource Conservation areas fall alongside the rivers that flank the east and west of Jasper County. These areas are vital components to the riverine systems and provide critical habitat for plants and wildlife. These areas are dominated by hydric soils, which are frequently associated with wetlands. In addition, these soils are very poorly suited to support septic systems. These areas should be used primarily for conservation and recreation. Any development should be very low in impact.

Jasper County Development Moratorium

*(Information provided by the governmental jurisdiction in which the property is located.)*

Jasper County Council enacted a temporary development moratorium in May 2023 to take stock of existing zoning and land use policies, revise the future land use map, and plan for smart growth in this important corridor. Gregorie Neck lies within the moratorium area and land protection with a conservation easement is complementary to the overall Jasper County planning objectives.

**D. RECOMMENDATION:**

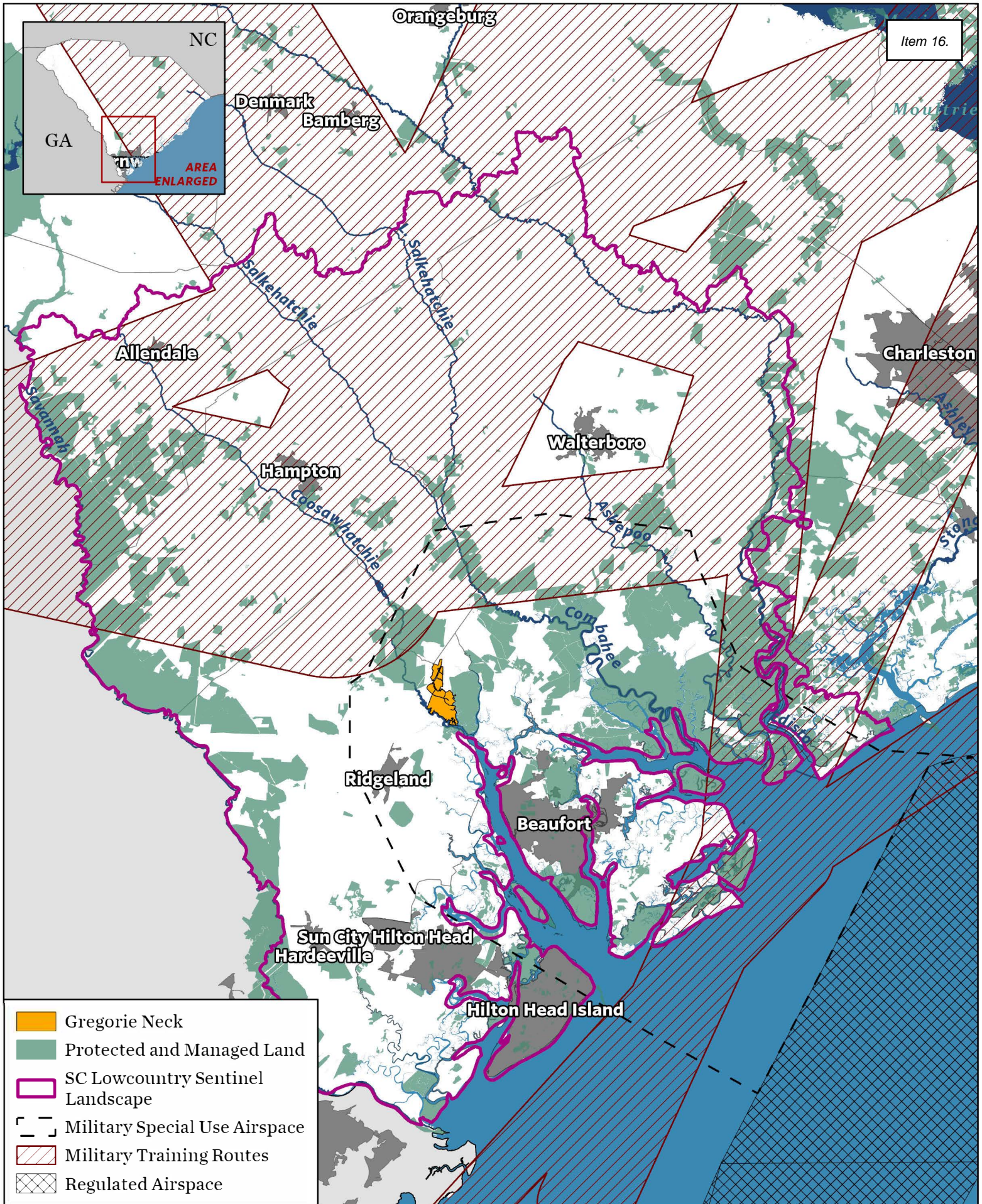
This application has been evaluated against the Beaufort County Green Space Program Criteria and analyzed to calculate the procurement benefits and overall value. Staff presented their application findings and recommendation to the Green Space Advisory Committee during their January 31, 2024 meeting. Based on this, and the reasons stated in this report, staff finds:

Placing a conservation easement on Gregorie Neck benefits Beaufort County significantly by protecting our local economies (military installations, natural resources, water-based tourism) and our quality of life (water quality, air quality, traffic congestion, service demands), all while protecting critical habitat, farming, and ecosystem services. In addition, a procurement of this magnitude will position Beaufort County and the surrounding geographic region with meaningful community and environmental resilience. The partnerships involved in this procurement and level of matching funds provide an outstanding value and should be considered the gold standard for land conservation efforts.

**Green Space Advisory Committee Recommendation - Approval** (unanimous)

**E. ATTACHMENTS:**

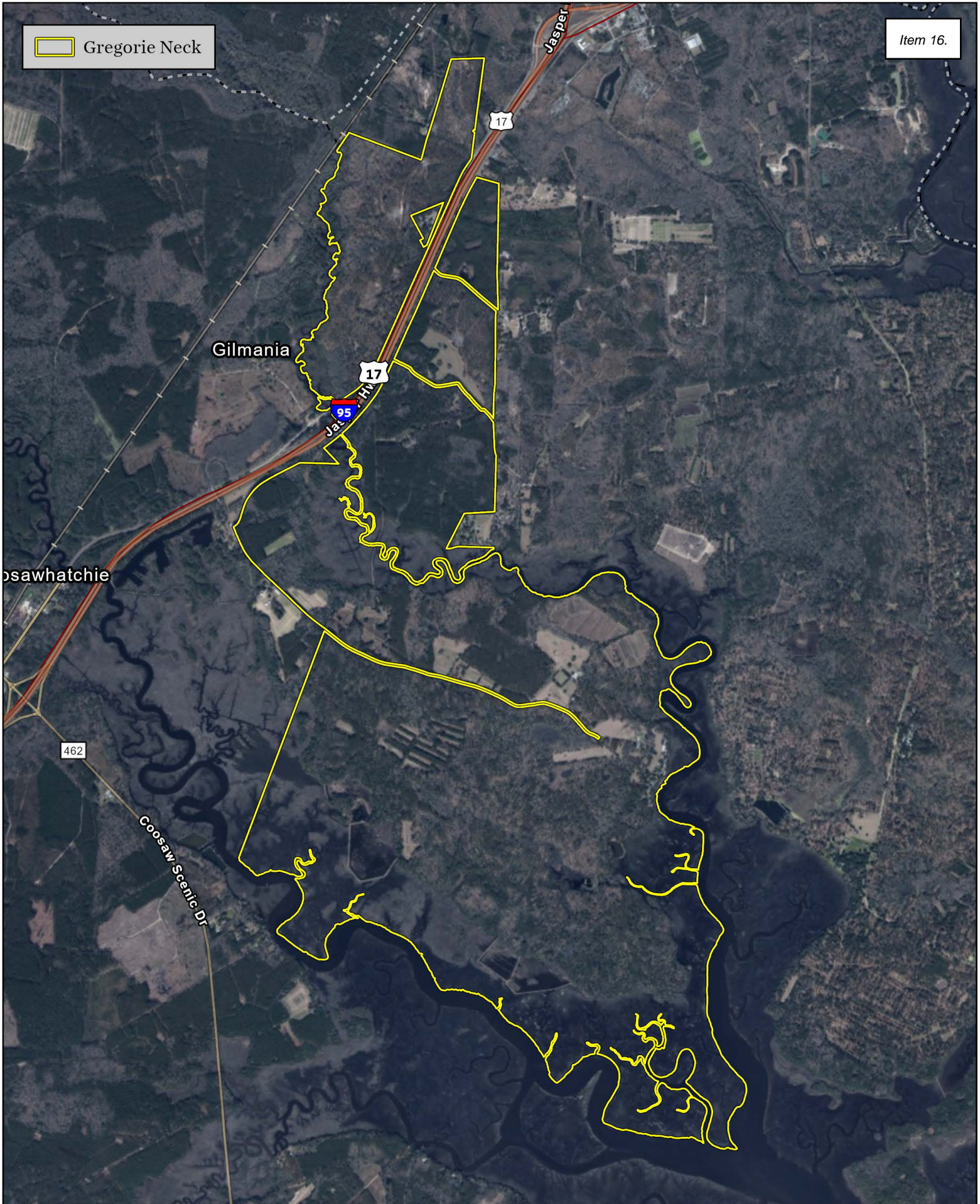
- Maps of Gregorie Neck
- Applicant/Staff photos of the property
- Letter of Support from Jasper County's Administrator





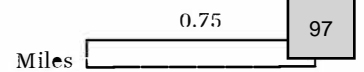
Gregorie Neck

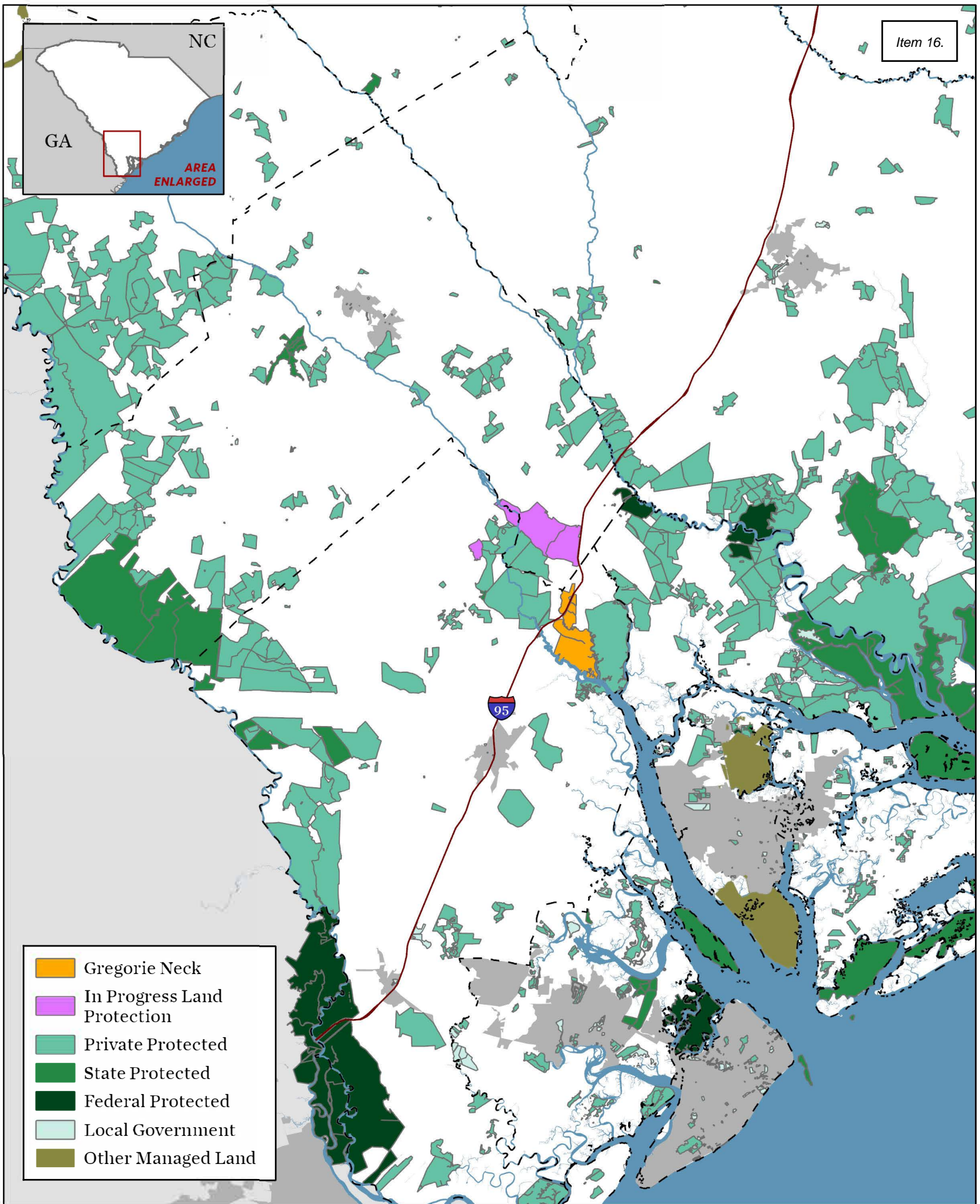
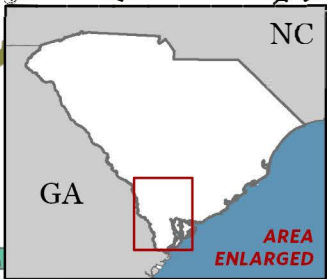
Item 16.



**Gregorie Neck**

Jasper County, SC | South Carolina 2020 Imagery | June 2023





- Gregorie Neck
- In Progress Land Protection
- Private Protected
- State Protected
- Federal Protected
- Local Government
- Other Managed Land





Item 16.





Item 16.

**OFFICE OF THE JASPER COUNTY ADMINISTRATOR**

*Jasper County Clementa C. Pinckney Government Building  
358 Third Avenue – Courthouse Square – Post Office Box 1149  
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum  
County Administrator

[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

Tisha L. Williams  
Executive Assistant

[tlwilliams@jaspercountysc.gov](mailto:tlwilliams@jaspercountysc.gov)

October 27, 2023

**VIA Electronic Mail Delivery**

Mr. Michael Mcshane, Chair  
Beaufort County Greenspace Program  
c/o Mark Davis, Deputy Planning Director  
Post Office Drawer 9  
Beaufort, SC 29901

Re: Letter of Support for the 4,409-acre Gregorie Neck Project

Dear Mr. Mcshane:

Jasper County Administration is pleased to endorse the Beaufort County Greenspace Application for a Conservation Easement to protect a 4,409 acre property known as Gregorie Neck. Gregorie Neck lies in the heart of Jasper County and permanent protection would prevent incompatible development, while protecting habitat and linking wildlife corridors.

Jasper County is growing rapidly and we are at an important point in time to direct that growth and shape our region for the next generation. To do our part, Jasper County Council enacted a temporary development moratorium in May 2023 to take stock of our existing zoning policies, revise our future land use map, and plan for our growth in this important corridor. Gregorie Neck lies within the moratorium area and land protection with a conservation easement is complementary to our overall planning and zoning objectives.

Gregorie Neck is positioned between significant built infrastructure, like Interstate-95, and natural infrastructure, such as the Tulifinny, Coosawhatchie and Broad Rivers. Its permanent protection would help protect water quality in the upper reaches of the Port Royal Sound, reduce daily trips on congested infrastructure, and link wildlife corridors. These benefits will be felt by both Beaufort and Jasper Counties alike.

We understand the Open Land Trust will place a permanent conservation easement on the property and has applied for Greenspace and Department of Defense grant funds. Please consider our letter of support for this application.

Please contact me if you have any questions. We respectfully offer our support for funding by the Beaufort County Greenspace Program for the conservation easement on Gregorie Neck.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by a long horizontal stroke.

Andrew P. Fulghum, ICMA-CM

## RESOLUTION 2024/04

**A RESOLUTION TO AUTHORIZE THE PROVIDING OF FUNDS TO LOWCOUNTRY AREA TRANSPORTATION STUDY (LATS) FOR BEAUFORT COUNTY'S PORTION OF LOCAL MATCH FOR THE NORTHERN TRANSIT STUDY, THE SC 315/46 AND BLUFFTON PARKWAY EXTENSION STUDY, AND THE BLUFFTON PARKWAY FROM SC 170 TO US 278 AT THE BLUFFTON PARKWAY FLYOVER STUDY; AND FURTHER TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE MEMORANDUMS OF UNDERSTANDING WITH LOWCOUNTRY COUNCIL OF GOVERNMENTS FOR THE MANAGEMENT OF THE REGIONAL STUDIES**

**WHEREAS**, Lowcountry Area Transportation Study (LATS) is the transportation planning entity for the regional metropolitan planning organization (MPO); and

**WHEREAS**, Beaufort County is one of the jurisdictions within the MPO of which there are seven (7) members (Beaufort County, Jasper County, Port Royal, City of Beaufort, Hardeeville, Bluffton, and Hilton Head; and

**WHEREAS**, the County desires to enter into Memorandums of Understanding (MOU) to engage the services of the Planning Department of Lowcountry Council of Governments (LCOG) to manage the preparation of regional studies on a Northern Transit Study, SC 315/SC 46 study, and Bluffton Parkway from SC 170 to US 278 study on behalf of LATS; and

**WHEREAS**, Beaufort County is required to provide our pro rata share of the local match for certain regional studies that LATS conducts; and

**WHEREAS**, the Northern Transit Study will look at and evaluate mass transit needs, potential routes, and projects for the urbanized areas north of the Broad. The local share cost of the study is \$50,000, to be paid as follows:

1. Beaufort County will not exceed \$25,000.
2. City of Beaufort will not exceed \$12,500.
3. Town of Port Royal will not exceed \$12,500.

**WHEREAS**, the SC 315/SC 46 and the Bluffton Pkwy Extension study will evaluate needed roadway improvements in the Southern part of Beaufort and Jasper County. The local share cost of the study is \$40,000, to be paid as follows:

1. Beaufort County will not exceed \$10,000.
2. City of Hardeeville will not exceed \$10,000.
3. Town of Bluffton will not exceed \$10,000.
4. Jasper County will not exceed \$10,000.


**WHEREAS**, the Bluffton Parkway from SC 170 to US 278 at the Bluffton Parkway flyover will evaluate access management and corridor improvements throughout the parkway to enhance safety and capacity within the corridor. The local share cost of the study is \$40,000, to be paid as follows:

1. Beaufort County will not exceed \$30,000.
2. Town of Bluffton will not exceed \$10,000.


**NOW THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, at a duly called meeting of Beaufort County Council, that the Interim County Administrator is hereby provided the authority necessary to provide the local matching funds for the aforementioned studies and to sign the Memorandums of Understanding with LCOG related to each study.

Adopted this 26<sup>th</sup> day of February 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:   
Joseph Passiment, Chairman

ATTEST:

  
Sarah W. Brock, Clerk to Council





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**MEMORANDUM of UNDERSTANDING  
BETWEEN  
Beaufort County and  
Lowcountry Council of Governments (LCOG)**

Subject: SC 315/SC 46 Bluffton Parkway Local Match

The Lowcountry Council of Governments in cooperation with the Lowcountry Area Transportation Study has identified completing a corridor study for SC 315/SC46 and the Bluffton parkway extension as a priority in the 2045 in the Long Ragne Transportation Plan. \$450,000 was programmed in the Transportation Improvement Program to fund the study.

1. The purpose of this MOU is to engage the services of the Planning Department of the Lowcountry Council of Governments (LCOG) to manage the preparation of a study on behalf of LATS.
2. Beaufort County, the City of Hardeeville, the Town of Bluffton and Jasper County will serve as key stakeholders on the Advisory Committees created, providing input to the project team.
3. Work will consist of, but not be limited to the following tasks:
  - a. Establish a project steering committee.
  - b. Data collection and map existing conditions
  - c. Interim findings
  - d. Prepare recommendations, policy, and regulations.
  - e. Implementation plan
  - f. Complete a draft and final document for review.
  - g. Complete final report
4. The total cost of the project is \$200,000. The Federal share is \$160,000 and local share is \$40,000. No single party will be held responsible for the lack of funding from another entity. The local share is to be split between the four local entities:
  - a. Beaufort County will not exceed \$10,000.
  - b. City of Hardeeville will not exceed \$10,000.
  - c. Town of Bluffton will not exceed \$10,000.
  - d. Jasper County will not exceed \$10,000.

**Lowcountry Council of Governments**

PO Box 98 | 634 Campground Road  
Yemassee, South Carolina 29945  
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- 5. The completion date is estimated to be Spring 2024.
- 6. Beaufort County, the Town of Bluffton, City of Hardeeville and Jasper County will be provided with all relevant documentation at the conclusion of the study.
- 7. This agreement will become effective upon the signature of both parties' authorized officials.

Signed:

\_\_\_\_\_  
Beaufort County

\_\_\_\_\_  
Lowcountry Council of Governments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**MEMORANDUM of UNDERSTANDING  
BETWEEN  
Beaufort County and  
Lowcountry Council of Governments (LCOG)**

Subject: Bluffton Parkway Local Match

The Lowcountry Council of Governments in cooperation with the Lowcountry Area Transportation Study has identified completing a corridor study for Bluffton Parkway from the Flyover to SC 170 a priority in the 2045 Long Range Transportation Plan. \$200,000 was programmed in the Transportation Improvement Program to fund the study.

1. The purpose of this MOU is to engage the services of the Planning Department of the Lowcountry Council of Governments (LCOG) to manage the preparation of a study on behalf of LATS.
2. Beaufort County and the Town of Bluffton will serve as key stakeholders on the Advisory Committees created, providing input to the project team.
3. Work will consist of, but not be limited to the following tasks:
  - a. Establish a project steering committee.
  - b. Data collection and map existing conditions
  - c. Interim findings
  - d. Prepare recommendations, policy, and regulations.
  - e. Implementation plan
  - f. Complete a draft and final document for review.
  - g. Complete final report
4. The total cost of the project is \$200,000. The Federal share is \$160,000 and local share is \$40,000. No single party will be held responsible for the lack of funding from another entity. The local share is to be split between the two local entities:
  - a. Beaufort County will not exceed \$30,000.
  - b. Town of Bluffton will not exceed \$10,000.
5. The completion date is estimated to be December 31<sup>st</sup>, 2024.

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- 6. Beaufort County and the Town of Bluffton will be provided with all relevant documentation at the conclusion of the study.
- 7. This agreement will become effective upon the signature of both parties' authorized officials.

Signed:

\_\_\_\_\_  
Beaufort County

\_\_\_\_\_  
Lowcountry Council of Governments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**MEMORANDUM of UNDERSTANDING  
BETWEEN  
Beaufort County and  
Lowcountry Council of Governments (LCOG)**

Subject: Northern Beaufort County Transit Study

The Lowcountry Council of Governments in cooperation with the Lowcountry Area Transportation Study has identified completing a transit Study in Northern Beaufort County as a priority in the 2045 in both the urban and rural Long Range Transportation Plans. \$200,000 was programmed in the Transportation Improvement Program to fund the study.

1. The purpose of this MOU is to engage the services of the Planning Department of the Lowcountry Council of Governments (LCOG) to manage the preparation of a transit study for the Northern portion of Beaufort County, the City of Beaufort and the Town of Port Royal.
2. Beaufort County, the City of Beaufort and the Town of Port Royal along with Palmetto Breeze will serve as key stakeholders on the Advisory Committees created, providing input to the project team.
3. Work will consist of, but not be limited to the following tasks:
  - a. Establish a project steering committee.
  - b. Data collection and map existing conditions
  - c. Interim findings
  - d. Prepare recommendations, policy, and regulations.
  - e. Implementation plan
  - f. Complete a draft and final document for review.
  - g. Complete final report
4. The LCOG planning department successfully applied for federal funds to conduct the work while local governments will supply the 20% local match. The total cost of the project is \$250,000. The Federal share is \$200,000 and local share is \$50,000. No single party will be held responsible for the lack of funding from another entity. The local share is to be split between the three local entities:
  - a. Beaufort County will not exceed \$25,000.

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- b. City of Beaufort will not exceed \$12,500.
  - c. Town of Port Royal will not exceed \$12,500.
5. The completion date is estimated to be December 31<sup>st</sup>, 2024.
  6. Beaufort County, The Town of Port Royal and the City of Beaufort will be provided with all relevant documentation at the conclusion of the study.
  7. This agreement will become effective upon the signature of both parties' authorized officials.

Signed:

Beaufort County

Lowcountry Council of Governments

Date

Date

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**MEMORANDUM of UNDERSTANDING  
BETWEEN  
Beaufort County and  
Lowcountry Council of Governments (LCOG)**

Subject: Northern Beaufort County Transit Study

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- b. City of Beaufort will not exceed \$12,500.
  - c. Town of Port Royal will not exceed \$12,500.
5. The completion date is estimated to be December 31<sup>st</sup>, 2024.
  6. Beaufort County, The Town of Port Royal and the City of Beaufort will be provided with all relevant documentation at the conclusion of the study.
  7. This agreement will become effective upon the signature of both parties' authorized officials.

Signed:

\_\_\_\_\_  
Beaufort County

\_\_\_\_\_  
Lowcountry Council of Governments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**MEMORANDUM of UNDERSTANDING  
BETWEEN  
Beaufort County and  
Lowcountry Council of Governments (LCOG)**

Subject: SC 315/SC 46 Bluffton Parkway Local Match

The Lowcountry Council of Governments in cooperation with the Lowcountry Area Transportation Study has identified completing a corridor study for SC 315/SC46 and the Bluffton parkway extension as a priority in the 2045 in the Long Ragne Transportation Plan. \$450,000 was programmed in the Transportation Improvement Program to fund the study.

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- 5. The completion date is estimated to be Spring 2024.
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- 7. This agreement will become effective upon the signature of both parties' authorized officials.

Signed:

\_\_\_\_\_  
Beaufort County

\_\_\_\_\_  
Lowcountry Council of Governments

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**MEMORANDUM of UNDERSTANDING  
BETWEEN  
Beaufort County and  
Lowcountry Council of Governments (LCOG)**

Subject: Bluffton Parkway Local Match

The Lowcountry Council of Governments in cooperation with the Lowcountry Area Transportation Study has identified completing a corridor study for Bluffton Parkway from the Flyover to SC 170 a priority in the 2045 Long Range Transportation Plan. \$200,000 was programmed in the Transportation Improvement Program to fund the study.

1. The purpose of this MOU is to engage the services of the Planning Department of the Lowcountry Council of Governments (LCOG) to manage the preparation of a study on behalf of LATS.
2. Beaufort County and the Town of Bluffton will serve as key stakeholders on the Advisory Committees created, providing input to the project team.
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  - a. Beaufort County will not exceed \$30,000.
  - b. Town of Bluffton will not exceed \$10,000.
5. The completion date is estimated to be December 31<sup>st</sup>, 2024.

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- 6. Beaufort County and the Town of Bluffton will be provided with all relevant documentation at the conclusion of the study.
  
- 7. This agreement will become effective upon the signature of both parties' authorized officials.

Signed:

---

Beaufort County

---

Lowcountry Council of Governments

---

Date

---

Date

**Lowcountry Council of Governments**

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# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<p>Motion to consider amending a previously adopted resolution (Resolution 2024/04) that authorized the provision of funds to the Lowcountry Area Transportation Study (LATS) for Beaufort County’s portion of local match for the following transportation studies: (1) the Northern Beaufort County Transit Study, (2) the SC 315/46 and Bluffton Parkway Extension Study, and (3) the Bluffton Parkway from SC 170 to US 278 at the Bluffton Parkway Flyover Study; and further to authorize the interim county administrator to execute memoranda of understanding with the Lowcountry Council of Governments for the management of the regional studies.*</p> <p>*Blue font is information that is added to the AIS in preparation for Council’s meeting of March 25, 2024</p>
<b>MEETING NAME AND DATE:</b>
County Council, March 25, 2024
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator- Infrastructure 5 minutes
<b>ITEM BACKGROUND:</b>
<p>LATS is the transportation planning entity for the region. It is conducting three studies that are designed to guide transportation improvements throughout the area for the years ahead. LCOG will manage the preparation of the regional studies. Local governmental entities are asked to contribute funds, which constitute the required local match, to help pay for these studies.</p> <p>This matter is back before Council for consideration because, on March 11, 2024, Council voted to bring the previously adopted resolution that provided the local match for these studies (Resolution 2024/04) back for possible amendment to deliberate on the possible removal of funding for certain parts of one or more of the three studies.</p>
<b>PROJECT / ITEM NARRATIVE:</b>
<p>If planning studies are completely within SCDOT’s network, guideshare funds can be used for the entirety of the project. In the event there are some local roads within the project area, a 20% local match is required. Currently, there are three planning studies that LATS is working on that involve local streets and a local match is required. The plan is for the local match to be divided among the applicable jurisdictions for each study. Beaufort County’s pro rata share for the Northern Transit Study will not exceed \$25,000, its share for the SC 315/SC 46 study will not exceed \$10,000, the County’s share and for the Bluffton Parkway will not exceed \$30,000.</p>
<b>FISCAL IMPACT:</b>
<p>The match for the Bluffton Parkway’s study will come from 2000 Bluffton impact fees professional services account 2300-30-0000-51160 with a balance of \$7,331,998.85.</p> <p>The match for the SC315/SC 46’s study and the Northern Transit Study will come from Road Use Fee funds professional services account 2342-30-0000-51160 with a balance of \$1,558,409.65.</p>

**STAFF RECOMMENDATIONS TO COUNCIL:**

Recommend approval of a resolution to authorize the use of matching funds for Beaufort County's portion of the Local Match for three planning studies through LATS and authorize the Interim Administrator to execute the Memorandums of Understanding (MOU) with LCOG for each of the three planning studies.

*Staff takes no position on Council's decision to consider amending the previously adopted resolution.*

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve/deny the recommended approval of a resolution the use of matching funds for Beaufort County's portion of the Local Match for three planning studies through LATS and to authorize the Interim County Administrator to execute the Memorandums of Understanding (MOU) with LCOG for each of the three planning studies.

The first motion is to ask Council if it wants to consider amending Resolution 2024/04. This requires a motion (and a second) to consider amending Resolution 2024/04. The motion would be: I move that Council consider amending Resolution 2024/04 because .... (e.g., I want to move to delete funding for construction of 5(B)).

*If the first motion passes*, then a member of Council would need to propose the desired amendment. Possible motions are numerous, but examples are:

- 1) "I move to amend Resolution 2024/04 to exclude funding for that part of the third transportation study (that is, the Bluffton Parkway from SC 170 to US 278 at the Bluffton Parkway Flyover Study) to specifically exclude funding for any portion of the costs associated with studying the possible construction of 5(B)"; or
- 2) "I move to amend Resolution 2024/04 to exclude funding for the third study (the Bluffton Parkway from SC 170 to US 278 at the Bluffton Parkway Flyover Study)."



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommend Approval of IGA with BJWSA for design and construction of a water line to serve the Lobeco Community. Water line to be installed on Morgan Road between Trask Parkway and John Meek Way (\$3,668,800)
<b>MEETING NAME AND DATE:</b>
Finance, Administration, and Economic Development Committee – March 18, 2024
<b>PRESENTER INFORMATION:</b>
Hank Amundson, Special Assistant to the County Administrator (10 mins)
<b>ITEM BACKGROUND:</b>
The Lobeco/Morgan Road Water Line project was one of the initial projects included in the Water/Sewer and Infrastructure category of the approved ARPA uses that Council Approved in 2022. This line addresses a concern of contamination of the groundwater due to past industrial activity, the County desires to extend water lines from BJWSA’s current distribution system to this area. The project will also support fire protection and potential reuse of the Lobeco area sites off of Morgan Road by connecting to an existing line on John Meeks Way. The County and BJWSA have agreed to work together on this project per a 2019 agreement, attached. BJWSA has developed a scope and cost. County Staff has reviewed the detailed cost estimate from BJWSA and found the prices to be fair and reasonable. Engineer’s estimate for the work is \$3,668,800.00.
<b>PROJECT / ITEM NARRATIVE:</b>
The County and BJWSA desire to extend a 12” water line from BJWSA’s current distribution system to the Lobeco area off of Morgan Road and John Meeks Way. BJWSA will serve as project manager and oversee design and construction. The County will fund the project with ARPA and other funding sources. The County will fund 100% of the cost, including any land or easement acquisition, and BJWSA will match the project with their staff time and resources. The total funds requested are based on the BJWSA estimated amount, \$3,668,800, which includes design, permitting, construction, and contingency. An IGA has been prepared for this agreement and is recommended for approval.
<b>FISCAL IMPACT:</b>
Funding comes from ARPA Funds Infrastructure Allocation
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of a Resolution authorizing the Administrator to execute the IGA with BJWSA and obligating funds for the project in the amount of \$3,668,800.00
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation of a Resolution authorizing the Administrator to execute the IGA with BJWSA and obligating funds for the project in the amount of \$3,668,800.00
<i>Next Step: Move forward to County Council for final approval/denial.</i>

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH BEAUFORT JASPER WATER SEWER AUTHORITY, FOR THE CONSTRUCTION/INSTALLATION OF THE LOBECO/MORGAN ROAD WATERLINE PROJECT.**

**WHEREAS**, Beaufort County has received American Rescue Plan Act (ARPA) funds and County Council has allocated funds for the purpose of undertaking or funding water & sewer projects in Ordinance 2022/06; and

**WHEREAS**, Beaufort County (County) identified the need for this project as a part of the original discussions concerning the utilization of ARPA Funds, and

**WHEREAS**, the use of ARPA funds for the purpose of undertaking water & sewer project is an expressly permitted use per the legislation, and

**WHEREAS**, the waterline will impact public health, environmental health, quality of life, and economic growth; and

**WHEREAS**, BJWSA has undertaken planning, design, and construction estimates for the purpose of executing this project, and

**WHEREAS**, BJWSA has agreed to serve as the project manager for the Project, with BJWSA responsible for all aspects of project planning, permitting, design, land acquisition, and construction required for the Project; and

**WHEREAS**, the total estimated cost of the project is \$3,668,800; and

**WHEREAS**, the Parties desire to enter into a mutually beneficial agreement to address the scope of the project, the schedule, and the budget,.

**NOW, THEREFORE, BE IT RESOLVED**, by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into an Intergovernmental Agreement for the Lobeco/Morgan Road Waterline Project.

DONE this 25<sup>th</sup> day of March 25, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

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

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk To Council





### **Section 1 Roles and Responsibilities.**

- a. BJWSA shall serve as the project manager for the Project. BJWSA shall manage all aspects for planning, permitting, design, land acquisition, construction, and project closeout.
- b. BJWSA shall be the sole Owner of the infrastructure associated with the Project when the Project is complete and the Permit to Operate has been issued by SCDHEC.
- c. Beaufort County shall serve as the funding agency for the Project, in addition to serving as the authority having jurisdiction for any permits and approvals required prior to authorizing the Project to proceed to bidding for construction. Beaufort County shall be responsible for all Capital Costs including the fees for engineering, easements, permits, cost of construction, and the cost of the maintenance bond required at the end of the Project. Beaufort County shall also be responsible for any additional charges associated with change orders or increased costs and fees during the life of the Project.
- d. BJWSA shall obtain any and all easements (permanent and temporary) required for the Project. All easements shall be obtained and recorded in the name of BJWSA as the Owner. All costs required to obtain and record easements shall be funded by Beaufort County.
- e. BJWSA shall obtain any and all permits required for the Project. All permits shall be obtained and recorded in the name of either BJWSA or Beaufort County depending upon the permitting agency requirements. All costs required to obtain permits shall be funded by Beaufort County.

### **Section 2 Financial Requirements.**

- a. Beaufort County shall be the primary funding agency for the Project, and no BJWSA capital funds are to be utilized for this Project; however, both parties acknowledge that BJWSA is contributing its internal staffing costs which result in cost savings to Beaufort County for the Project.
- b. BJWSA shall work with Beaufort County to prepare and submit timely financial reports and retain all records required by the US Treasury for eligible expenses paid for with ARPA funds. Beaufort County shall provide written guidance and direction to BJWSA for the ARPA compliance requirements.
- c. BJWSA shall have privity of contract with and supervision of all third-party vendors performing work on the Project.
  - i. BJWSA shall procure professional services required for the Project through a competitive solicitation process. Contracts for professional services shall be awarded by BJWSA Board of Directors, in accordance with BJWSA procurement policies, and all funding for the professional services contract shall be provided by Beaufort County.
  - ii. BJWSA shall procure construction services required for the Project through a competitive public bidding process. Contracts for construction services shall be awarded by BJWSA Board of Directors, in accordance with BJWSA procurement policies, and all funding for the construction services contract shall be provided by Beaufort County.
- d. Within 30 days of this IGA being executed between BJWSA and Beaufort County, Beaufort County shall remit the full value of the estimated Project costs as shown in **Exhibit 3** to BJWSA by and through a **check made payable to the Tupper, Grimsley, Dean and Canaday, P.A. escrow account**. All costs associated with this Project, to include but not limited to payments for

professional services, construction services, permits, and land acquisition, shall be paid out of the escrow account.

- e. In the event changed conditions are encountered for the Project during design or construction, and the changed conditions materially impact the Project schedule or budget, then BJWSA shall promptly notify Beaufort County of the changed conditions and the material impacts. A change order to the contract shall be created to reflect the changed condition and/or material impact and provided to Beaufort County for review and approval.
  - i. If Beaufort County approves the change order, Beaufort County shall thereafter fund any increased costs or fees by depositing the amount reflected in the change order into the TGDC escrow account within fifteen (15) business days.
  - ii. If Beaufort County does not approve the change order, BJWSA shall adjust the Project scope and schedule as required to continue construction of the Project within the authorized funding. However, the Parties acknowledge and accept that upon completion of construction, it may not be possible for BJWSA to place the new water line into service until the deficiencies, if any, associated with the change order are corrected.
- f. In an effort to keep the Project scope of work for construction within the estimated costs as shown in **Exhibit 3**, BJWSA shall prepare the Bid Form in the construction documents to request bids for a Base Project and Bid Add/Deduct Alternates. Once the bidding process is declared closed by BJWSA, BJWSA and Beaufort County will review all Base Project Bids and Add/Deduct Bids for Alternatives to determine how many Add/Deduct Alternatives to accept or reject in an effort to keep construction costs within the estimated Project Costs as set forth in **Exhibit 3**. The Base Bid shall be for a portion of the new water main installed along Morgan Road from Trask Parkway to Kean Neck Road as mutually agreed with Beaufort County prior to bidding.
- g. Prior to issuance of the Permit to Operate (PTO), Beaufort County shall purchase a Maintenance Bond for the benefit of BJWSA. The Maintenance Bond shall be in an amount equal to ten percent (10%) of the total water system construction costs, or Five Thousand Dollars (\$5,000.00), whichever is greater, in accordance with requirements defined in the Development Policy and Procedures Manual (February, 2023). The term of the Maintenance Bond shall begin upon issuance of the PTO and extend for a period of eighteen (18) months after issuance of the PTO. BJWSA will rely on the Maintenance Bond to repair or replace any portions of the Project Work performed by the construction contractor during the eighteen (18) month period following issuance of the PTO.

### **Section 3 Schedule.**

- a. The term date for this Agreement shall be through **12/31/2026**. The term date is based on the date the US Treasury has established for the expenditure of ARPA funds. The term may be extended if agreed upon by both parties.
- b. The tentative schedule for the Project is as follows:
  - i. Procurement of Engineering Consultant Complete: **TBD upon finalization of MOU**
  - ii. Design Complete, inclusive of all permits, approvals and easements: **TBD upon finalization of MOU**
  - iii. Project Substantial Completion achieved: **TBD upon finalization of MOU**

- iv. Project Closeout complete: **TBD upon finalization of MOU**
- c. As project manager, BJWSA will make all reasonable commercial efforts to adhere to the schedule, however both Parties acknowledge that there may be unforeseen circumstances, material availability issues, or other issues outside of BJWSA's control which may require an extension of the schedule.

**Section 4 General Provisions.**

- a. Termination of the Agreement, in whole or part, may only occur by mutual written agreement of both Parties.
- b. Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered without prior written consent of the Parties.
- c. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- d. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision or sections of this Agreement.
- g. Any disputes with regard to the Project that cannot be resolved shall first be submitted to mediation with a South Carolina Certified Mediator chosen by the Parties. In the event that the Parties cannot agree to such person, the Parties will submit the request to the Chief Administrative Judge for the Circuit Court of Beaufort County to designate a mediator to conduct the mediation. If the dispute is not resolved during the mediation process, any litigation must be brought in the Court of Common Pleas, 14<sup>th</sup> Judicial Circuit, Beaufort County.
- h. All notices required under this Agreement shall be in writing via US registered mail or via email with confirmation of delivery receipt.

*[Remainder of Page Intentionally Omitted. Signature Page(s) and Exhibit(s) to Follow.]*

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Intergovernmental Agreement.

WITNESS:

BEAUFORT JASPER WATER SEWER AUTHORITY

\_\_\_\_\_

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

Verna Arnette, General Manager

WITNESS:

BEAUFORT COUNTY

\_\_\_\_\_

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

John Robinson, Interim Beaufort County Administrator

DRAFT

**EXHIBITS 1 & 2  
LOBECO/MORGAN ROAD WATER LINE PROJECT MAP  
AND WETLANDS MAP**

DRAFT

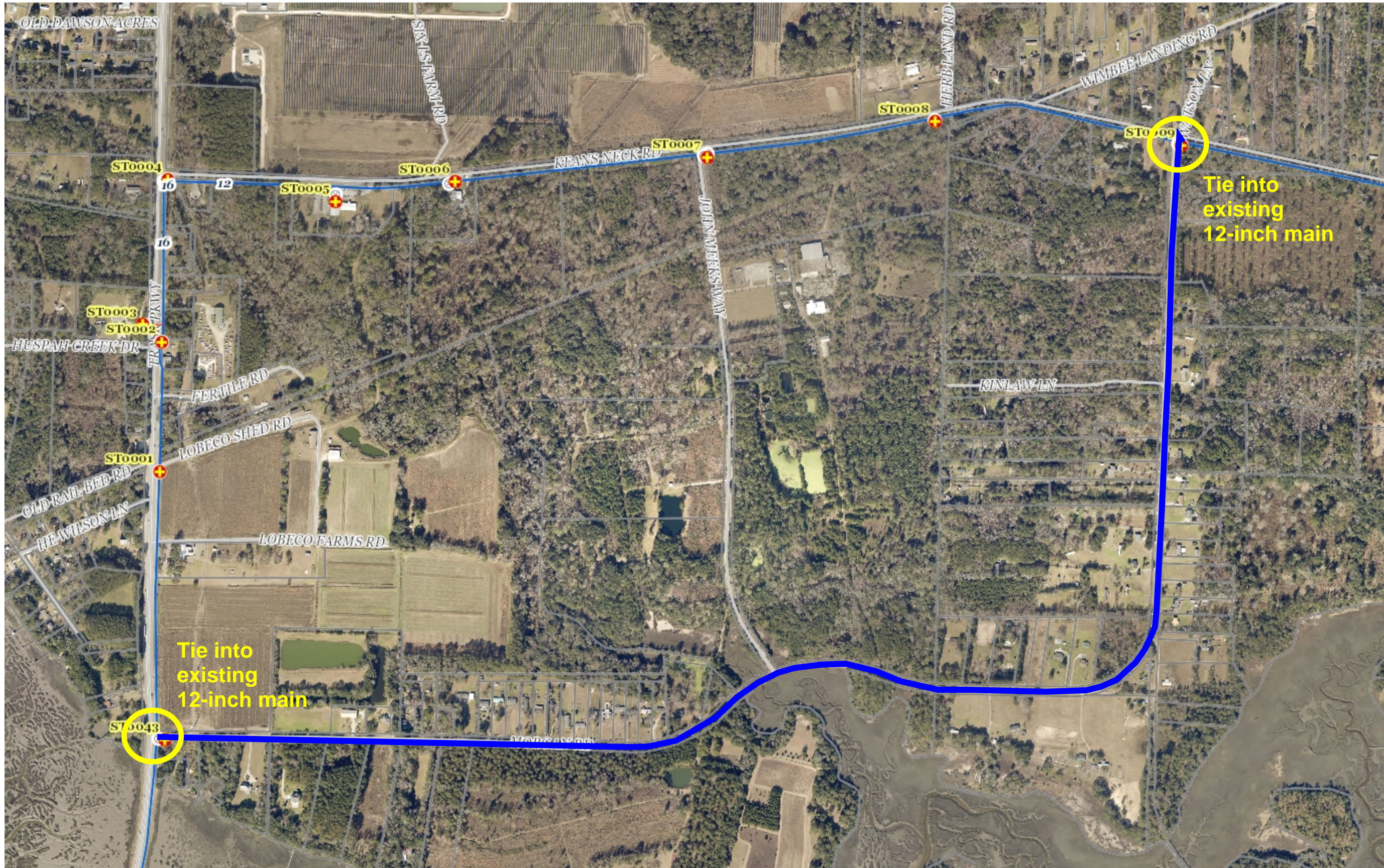
**EXHIBIT 3  
PRELIMINARY CAPITAL COST ESTIMATE  
LOBECO/MORGAN ROAD WATER LINE PROJECT**

DRAFT



# EXHIBIT 1

## Dale Water Line Extension Alignment Corridor



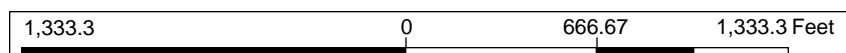
Tie into existing 12-inch main

Tie into existing 12-inch main

Scale: 1: 8,000

Notes

A Red X denotes the asset is abandoned. This map was automatically generated using Geocortex Essentials.



NAD\_1983\_StatePlane\_South\_Carolina\_FIPS\_3900\_Feet\_Intl  
© Latitude Geographics Group Ltd.

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



<b>PRELIMINARY DRINKING WATER BUDGET</b>					
DALE/MORGAN ROAD (LOBECO) WATER LINE					
February 28, 2024					
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Measure</b>	<b>Unit Cost</b>	<b>Cost Extension</b>
1	Open-Cut Installation of 8" Waterline with fittings, restraints, testing, etc. complete	10,000	LF	\$ 60.00	\$ 600,000.00
2	HDD (Bore) Installation of 8" Waterline with fittings, restraints, testing, etc. complete	800	LF	\$ 250.00	\$ 200,000.00
3	Install 8" In-Line Valves	11	EA	\$ 7,500.00	\$ 82,500.00
4	Install Fire Hydrants with Isolation Valves	11	EA	\$ 25,000.00	\$ 275,000.00
5	Install Service Laterals & Meter Pits (Drilled under road when needed)*	75	EA	\$ 3,000.00	\$ 225,000.00
6	Connect New WL to Existing WL (Tapping Sleeve & Valve)	2	EA	\$ 11,000.00	\$ 22,000.00
7	Clearing & Grubbing	10,000	LF	\$ 5.00	\$ 50,000.00
8	Remove unsuitable material, dispose offsite, replace with crushed stone or site fill material	400	CY	\$ 125.00	\$ 50,000.00
9	Engineered Backfill/Compacted Subgrade	500	CY	\$ 75.00	\$ 37,500.00
10	Undistributed surface restoration (Asphalt, Concrete, signs, landscape, mailboxes, etc.)	1	LS	\$ 150,000.00	\$ 150,000.00
11	Private Property Restoration/Repair (Landscape and Driveways)** (Worst case assumed)	45	EA	\$ 10,000.00	\$ 450,000.00
<b>Construction Subtotal</b>					<b>\$ 2,142,000.00</b>
<b>A</b>	General Conditions, Mobilization/Demobilization, Bonds, Insurance, etc (10%)	1	LS	\$ 214,200.00	\$ 214,200.00
<b>B</b>	Construction Contingency (20%)	1	LS	\$ 428,400.00	\$ 428,400.00
<b>C</b>	Professional Fees				
<b>C1</b>	Survey	1	LS	\$ 75,000.00	\$ 75,000.00
<b>C2</b>	Geotech	1	LS	\$ 25,000.00	\$ 25,000.00
<b>C3</b>	Wetland Delineation	1	LS	\$ 15,000.00	\$ 15,000.00
<b>C4</b>	Tree Protection Plan	1	LS	\$ 10,000.00	\$ 10,000.00
<b>C5</b>	Appraisals	1	LS	\$ 50,000.00	\$ 50,000.00
<b>C6</b>	Title Opinions	1	LS	\$ 50,000.00	\$ 50,000.00
<b>C7</b>	Engineering Design & Permitting Services (10%)	1	LS	\$ 214,200.00	\$ 214,200.00
<b>C8</b>	Bid Documents	1	LS	\$ 20,000.00	\$ 20,000.00
<b>C9</b>	Easement Acquisition Professional Services	1	LS	\$ 150,000.00	\$ 150,000.00
<b>C10</b>	Other (TBD) Professional Services (Attorney, Outreach, Marketing, etc.)	1	LS	\$ 50,000.00	\$ 50,000.00
<b>D</b>	Easement Acquisition Purchase Budget for Mainline Easements (Estimated for 45 parcels)**	45	EA	\$ 5,000.00	\$ 225,000.00
<b>Preliminary Cost Estimate</b>					<b>\$ 3,668,800.00</b>

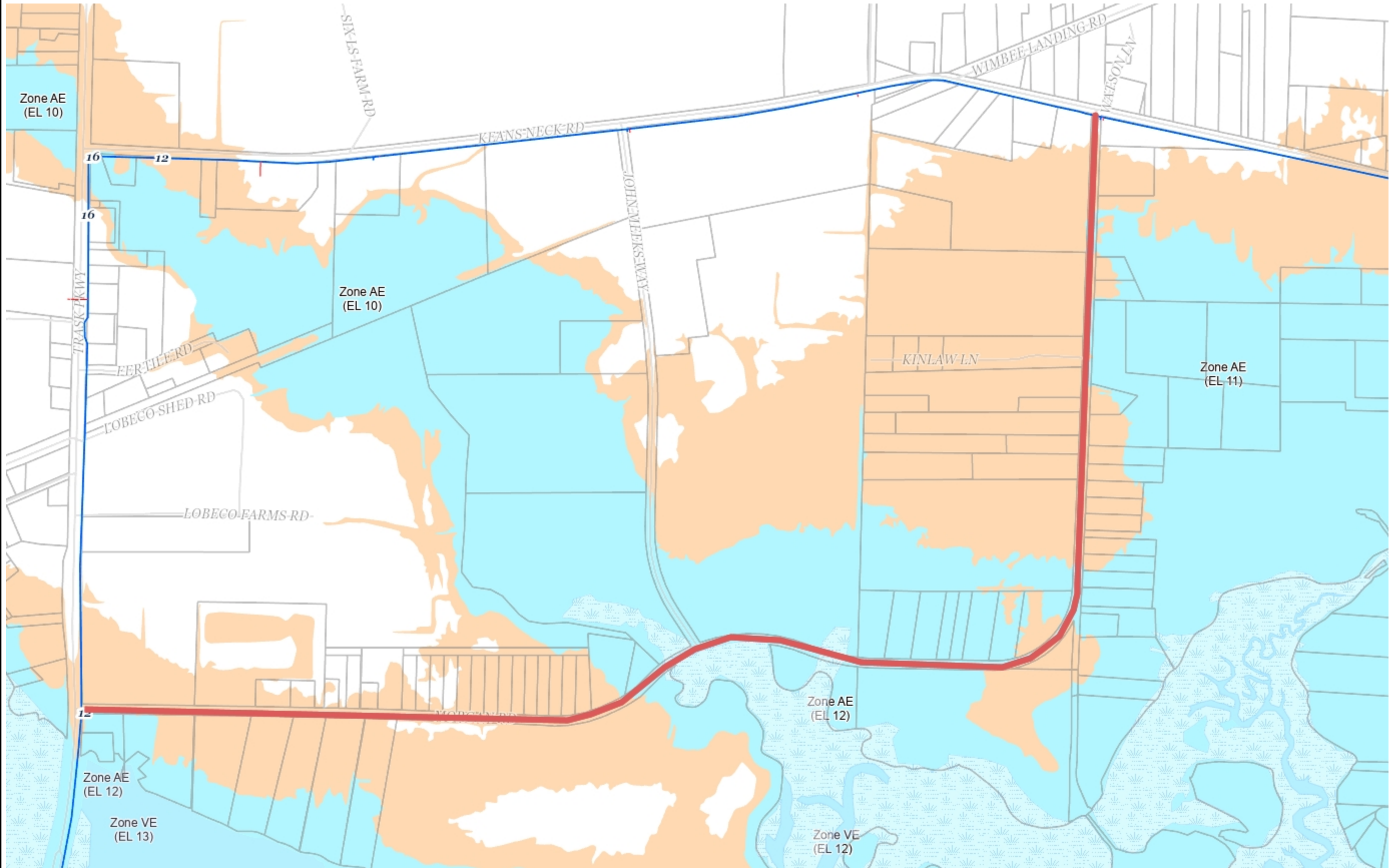
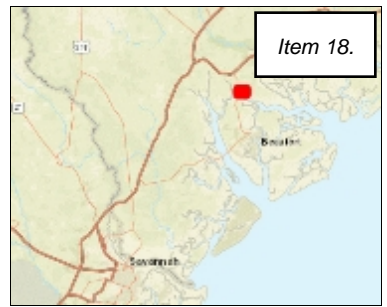
**Notes:**

- \* 75 total parcels assumed for this cost estimate. 30 parcels along the south & east side of the road and 44 parcels along the north & west side of the road.
- \*\* 45 parcels assumed for easements and property impacts if WM is installed on the north & west side of the road (fewer impacts if installed on the south & east side of the road).



## EXHIBIT 2

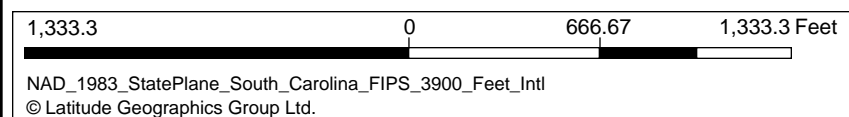
### Wetlands and Flood Hazard Areas Within Alignment Corridor



**Legend**

- Wetlands
- Waterway
- Flood Hazard Zones**
  - 1% Annual Chance Flood Hazard
  - Regulatory Floodway
  - Special Floodway

1: 8,000



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**Notes**  
 A Red X denotes the asset is abandoned.  
 This map was automatically generated using Geocortex Essentials.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ACCEPT A GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF AGRICULTURE IN THE AMOUNT OF \$500,000 FOR THE REPAIR AND CONSTRUCTION OF A COMMERCIAL DOCK AND UPGRADING OF EXISTING PROCESSING AND GRADING BUILDINGS AT GAY FISH COMPANY</b>
<b>MEETING NAME AND DATE:</b>
Finance, Administration, and Economic Development Committee – March 18, 2024
<b>PRESENTER INFORMATION:</b>
Hank Amundson – Special Assistant to the County Administrator <i>5 minutes</i>
<b>ITEM BACKGROUND:</b>
This is a grant to an Economic Development Project, named Project WARD. <i>It is referred to us by the Beaufort County Economic Development Staff</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<p>The Department of Agriculture is granting \$500,000 to an economic development project for the use in rebuilding their commercial docks and seafood processing facility. The company’s investment is \$3,865,500 and they have committed to create 20 new jobs.</p> <p>The County must be the recipient and sub-granting entity that agrees to monitor the Company’s compliance and performance, and then disburses the grant as a reimbursement when proof of expenditure is obtained.</p> <p>There are multiple forms that the Development Corporation staff will assist in providing in order to assist the County in their oversight responsibility. The payment verification and compliance reports are the main components of their assistance.</p> <p>The County has done this multiple times in the past year to support Economic Development. This award is larger than previous awards.</p>
<b>FISCAL IMPACT:</b>
No Fiscal Impact
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the approval of this resolution to receive and disburse these grant funds after oversight has been undertaken and approved by the Department of Agriculture.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny “Resolution to Accept, oversee, and sub-grant for Project WARD” Move forward to Council Meeting on March 25, 2024



**RESOLUTION NO. 2024 /**

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ACCEPT A GRANT FROM THE SOUTH CAROLINA DEPARTMENT OF AGRICULTURE IN THE AMOUNT OF \$500,000 FOR THE REPAIR AND CONSTRUCTION OF A COMMERCIAL DOCK AND UPGRADING OF EXISTING PROCESSING AND GRADING BUILDINGS AT GAY FISH COMPANY**

**WHEREAS**, The South Carolina Department of Agriculture created the Agribusiness Infrastructure Incentives Distribution Initiative to distribute grants to induce new and expanding agribusiness infrastructure projects to counties in South Carolina that are rated a Tier III or Tier IV, as determined annually by the South Carolina Department of Revenue; and

**WHEREAS**, The South Carolina Department of Agriculture formed the Agribusiness Infrastructure Panel (the “Panel”) to manage and operate the Agribusiness Initiative; and

**WHEREAS**, The South Carolina Department of Agriculture, upon recommendation by the Panel, has approved the provision of a grant pursuant to the Agribusiness Initiative (the “Grant”) for the benefit of Gay Fish Company to rebuild a commercial dock and seafood processing facility (Project Ward), in the County; and

**WHEREAS**, The South Carolina Department of Agriculture has awarded a total grant of up to \$500,000 for the combined projects of Project Ward, in which Three Hundred Thousand Dollars (\$300,000.00) of the Grant Award must be used exclusively for the repair and reconstruction of the dock and remaining funds, not to exceed Two Hundred Thousand Dollars (\$200,000.00), may be used for the upgrading of existing processing and grading buildings; and

**WHEREAS**, these projects reflect a commitment by Gay Fishing Company to invest not less than \$3,865,500 and create 20 new jobs in Beaufort County, and

**WHEREAS**, the \$500,000 grant is a reimbursement grant from South Carolina Department of Agriculture to the company for dock and processing facility construction costs, and

**WHEREAS**, South Carolina Department of Agriculture grants are structured as ‘flow through’ grants with the County. This requires Gay Fish Company to submit the invoices for work completed to the County to submit to the South Carolina Department of Agriculture, after which upon approval the South Carolina Department of Agriculture will send the funds to the County and the County will disburse the grant funds to Gay Fish Company.

**NOW, THEREFORE**, be it resolved that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to accept a grant from the South Carolina Department

of Agriculture in the amount of up to \$500,000 for Project Ward and to provide the required oversight and grant management for the projects, and to execute the South Carolina Department of Agriculture Performance Agreement and the Grant Award Agreement.

Adopted this 25<sup>th</sup> day of March 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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

**SOUTH CAROLINA DEPARTMENT OF AGRICULTURE  
PERFORMANCE AGREEMENT  
(Agribusiness Initiative Grant)**

This **Performance Agreement** (“Agreement”) is made to be effective the \_\_ day of \_\_, 2023 (the “Effective Date”), by and Beaufort County, a body politic and corporate and political subdivision of the State of South Carolina (the “Grantee” or “County”), Gay Fish Co. (the “Company”), and the South Carolina Department of Agriculture (the “Department”).

The Department created the Agribusiness Infrastructure Incentives Distribution Initiative (the “Agribusiness Initiative”) to distribute grants to induce new and expanding agribusiness infrastructure projects to counties in South Carolina (the “State”) that are rated a Tier III or Tier IV, as determined annually by the South Carolina Department of Revenue. The Department formed the Agribusiness Infrastructure Panel (the “Panel”) to manage and operate the Agribusiness Initiative.

The Department, upon recommendation by the Panel, has approved the provision of a grant pursuant to the Agribusiness Initiative (the “Grant”) for the benefit of the Project (here and hereinafter, as described in **Section 2.0** hereof) to be acquired, constructed, and/or equipped by the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 **Use of Grant Funds.** The Grantee will use the Grant to assist the Company primarily to repair and reconstruct a commercial dock. Three Hundred Thousand Dollars (\$300,000.00) of the Grant Award must be used exclusively for the repair and reconstruction of the dock. Secondly, remaining funds, not to exceed Two Hundred Thousand Dollars (\$200,000.00), may be used for the upgrading of existing processing and grading buildings. The site will operate as a commercial dock and seafood processing facility. Any material changes in the scope of work to be paid for by the Grant funds must be submitted in writing by the Grantee to the Department as a request for a Grant Award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Department shall be appended to this Agreement as an amendment.
  - 1.1 **Grant Award.** The Department has approved a Grant in the amount of \$500,000 (the “Grant Award”) to be used for site preparation and infrastructure improvements in connection with the Project.
  - 1.2 **Disbursement of Funds.** The Grant Award will be disbursed only upon the submission of invoices and proof of payment to the Grantee and approval of disbursement by the Department.
  - 1.3 **Third Party Contracts.** Upon request by the Grantee or the Department, the Company must submit to the Department any agreements with third party vendors

or contractors engaged for the performance of work to be funded in whole or in part with the Grant Award.

- 1.4 **Notice to Proceed.** The Company must obtain from the Department written notice to proceed prior to incurring any costs against the Grant Award. If the Company needs to incur expenses prior to the Department's notification to proceed, the Grantee must submit a written request to the Department and obtain prior written approval from the Department. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee or the Company at its own risk and expense and may not be eligible for payment with Grant Award funds, which such eligibility shall be in the Department's good faith and reasonable discretion. No further written request to Department by the Company, or written approval from Department, shall be required unless otherwise stated herein.
- 1.5 **Compliance with Agribusiness Initiative Requirements.** The Grantee and the Company must comply with all terms set forth herein and any statutory, policy and regulatory guidelines of the State government and the Department governing the use of the Grant under the Agribusiness Initiative.
- 1.6 **Funding Overruns.** The Company agrees that it will commit and provide monies from its own resources, or resources to which it has access, for cost overruns that it deems necessary in connection with the Project. This Agreement creates no obligation on the part of the Grantee, the Department, or the State to provide funds for any such cost overruns.
- 1.7 **Timing of Disbursement of Grant Award Funds.** Following satisfaction of the requirements set forth in **Section 1.2** hereof, the Grant Award funds shall be available through July 2025 for reimbursement to the Company for eligible expenditures incurred and paid by the Company.
- 2.0 **Project Description.** The Company anticipates rebuilding a commercial dock and seafood processing facility (the "Project"), in the County. As of the Effective Date, the County is ranked a Tier I County by the South Carolina Department of Revenue and is, therefore, eligible for the Grant if the Tier III and IV requirement is waived as set forth in guidelines established for purposes of the Agribusiness Initiative.
- 3.0 **Project Start-Up.** The Project must have begun prior to, or within three months of, the Effective Date. If the Company has not begun the Project prior to, or within three months of, the Effective Date, the Department reserves the right to rescind the Grant, require the repayment of any Grant funds expended hereunder and terminate this Agreement. For purposes of this section, the Company shall have begun the Project once it has incurred material obligations in connection with the Project reasonably satisfactory to the Department to indicate that the Project will be timely completed.
- 4.0 **Minimum Investment Requirement.** The Company agrees to make and maintain, or cause to be made and maintained by one or more Affiliates (as hereinafter defined), a capital investment of not less than \$3,865,500.00 (without regard to depreciation or other



diminution in value), in the aggregate for building construction and other real property improvements, site improvements, infrastructure improvements, and/or personal property including, but not limited to, machinery and equipment, within a period beginning on the Effective Date of this Agreement and ending on the first to occur of: (i) the date that the Company certifies, and provides satisfactory supporting documentation to the Department, that the Company has satisfied both the Investment Requirement and the Job Requirement (as such terms are defined herein); or, (ii) January 17, 2029 (the “Grant Period”). Such capital investment requirement shall hereinafter be referred to as the “Investment Requirement.” Project investment may be verified at the request of the Grantee or the Department. For the purposes of this Agreement, “Affiliate” shall mean any corporation, limited liability company, partnership or other individual or entity which now or hereafter controls, is controlled by, or is under common control with the Company.

- 5.0 **Minimum Job Requirement.** The Company agrees to create and maintain, or cause to be created and maintained by one or more Affiliates, no fewer than 20 new, full-time jobs at the Project within the Grant Period. Such job creation requirement shall hereinafter be referred to as the “Job Requirement.”
- 6.0 **Contractor Selection.** If the Company desires to select a private contractor to undertake all or any part of the scope of work of any portion of the Project to be funded by the Grant Award, then the selection of that contractor by the Company must follow, at a minimum, the bidding requirements set forth in Exhibit A attached hereto. The use of the Grant Award funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. Any county or municipal procurement laws, rules or regulations may apply depending on the terms of such local requirements.
- 7.0 **Maintenance Period; Term.** Once the Company has satisfied both the Job Requirement and the Investment Requirement within the Grant Period, the Company shall be required to maintain the Job Requirement and the Investment Requirement at the Project for a period beginning on the first date following the expiration of the Grant Period and ending on the fifth anniversary thereof (the “Maintenance Period”).
- 8.0 **Access to Project Site and Records; Reporting.** The Company agrees to provide the Grantee and the Department reasonable access to the Project and records to confirm that the work for which invoices have been submitted and reimbursed, or is scheduled to be reimbursed, through Grant Award funds has been completed. This covenant shall continue until notified in writing by the Department that the Grant Award funds have been expended and documented, the Grant Period and the Maintenance Period have each expired, or until repayment of the Grant Award, if required, occurs in accordance with this Agreement. During the Grant Period, the Department or the Grantee may request a periodic status report from the Company, which requests may not be made more than once each calendar month, and the form of which report is set forth in Exhibit B, as such form may be updated by the Department and provided to the Company, setting forth: (i) the total number of new, full-time jobs created and maintained by the Company and/or any Affiliates at the Project as of such date; and (ii) the total investment made by the Company and/or any Affiliates in the Project as of such date. During the Maintenance Period, within thirty (30) days after each anniversary of the end of the Grant Period, the Company shall provide the Department a

written report, in the form set forth in Exhibit C, as such form may be updated by the Department and provided to the Company, setting forth: (i) the monthly average of new, full-time jobs created and maintained by the Company and/or any Affiliates at the Project during such year determined in accordance with the provisions of **Section 11.2.1** of this Agreement regarding determination of such monthly average; and (ii) the monthly average of total investment of the Company and/or any Affiliates in the Project during such year.

9.0 **Compliance.** The Department will review the hiring records and notify the Company in writing of its compliance or non-compliance with this Agreement. Upon written notification from the Department that both the Job Requirement and the Investment Requirement have been fulfilled and the Grant Period and the Maintenance Period have each expired, this Agreement and all obligations of the Company, unless otherwise stated, hereunder shall terminate.

10.0 **Maintenance of Records.** The Company shall retain all records in connection with expenditures reimbursed totally or partially with Grant Award funds for a period of three years after the final disposition of all Grant Award funds. The Company shall maintain records relating to the Grant Award and the Project, including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Department of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

11.0 **Repayment Obligations.** Failure to satisfy and maintain the Job Requirement and the Investment Requirement as set forth herein may result in repayment of all or a portion of Grant Award funds as further set forth below.

11.1 As of the end of the Grant Period, the number of jobs created by the Company and/or any Affiliates at the Project may not be less than the Job Requirement (20 new, full-time jobs), and the investment made by the Company and/or any Affiliates in the Project may not be less than the Investment Requirement (\$3,865,500.00) (without regard to depreciation or other diminution in value). If the Company does not locate in South Carolina or otherwise fails to create, or cause to be created, any new jobs and make, or cause to be made, any investment in South Carolina, repayment of all of the Grant funds expended will be immediately due and payable. If the Company does create, or cause to be created, jobs and/or make, or cause to be made, investment but fails to meet the Job Requirement and/or the Investment Requirement as of the end of the Grant Period, the Company will be required to repay a portion of the Grant funds expended as follows:

11.1.1 **Pro-Rata Repayment.** The Company shall be required to repay a pro-rata amount of the Grant funds expended under this Agreement based on the actual number of jobs created and/or investment level achieved as of the last day of the Grant Period, as compared to the Job Requirement and/or the Investment Requirement, as applicable. For purposes of this **Section 11.1**, pro rata repayment for failure to meet either the Job Requirement or the

Investment Requirement will be calculated independently with each calculation based on 50% of the Grant funds expended hereunder.

11.1.2 If required, repayments under this **Section 11.1** are due and payable within thirty (30) days of the end of the Grant Period and should be submitted to the Grantee. The Grantee will immediately notify and return all payments to the Department.

11.1.3 Notwithstanding anything in this Agreement to the contrary, if the Company satisfies the Job Requirement and the Investment Requirement as of the end of the Grant Period, it shall not have any repayment obligations under this **Section 11.1**.

11.2 During each year of the Maintenance Period, the number of jobs maintained by the Company and/or any Affiliates at the Project may not be less than the Job Requirement (20 new, full-time jobs) and the investment maintained, or caused to be maintained, by the Company in the Project may not be less than the Investment Requirement (\$3,865,500.00) (without regard to depreciation or any diminution in value). If the Company fails to maintain the Job Requirement or the Investment Requirement as required herein, the Company will be required to repay a portion of the Grant Funds expended as follows:

11.2.1 Pro-Rata Repayment. The Company shall be required to repay a pro-rata amount of the Grant Funds expended under this Agreement, based on the actual number of jobs maintained and amount of investment maintained during each year of the Maintenance Period. The Company's repayment obligation, if any, with respect to any such year of the Maintenance Period, shall be calculated utilizing the monthly average of new, full-time jobs created and existing and the monthly average of investment maintained during the applicable year of the Maintenance Period. For purposes of determining the monthly average, the Company may, after the end of the first year of the Maintenance Period, select a reasonable day, in its sole discretion, upon which such jobs and investment will be determined on a monthly basis. Thereafter, that day in the month shall apply for each month in such first year and for each month in each applicable year for the remainder of the Maintenance Period. The pro-rata repayment obligation for failure to maintain the Job Requirement or the Investment Requirement during each year of the Maintenance Period will be calculated based on an annual base amount equal to the lesser of 10% of the Grant Funds expended or \$10,000. For purposes of this **Section 11.2.1**, pro rata repayment for failure to maintain the Job Requirement or the Investment Requirement during any year of the Maintenance Period will be calculated independently with each calculation based on 50% of the annual base amount attributable to such year.

11.2.2 If required, repayments under this **Section 11.2** are due and payable within thirty (30) days of the end of the applicable year of the Maintenance Period

and should be submitted to the Grantee. The Grantee will immediately notify and return all payments to the Department.

- 12.0 **Representations and Warranties.** The Company hereby makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to the Department's decision to enter into this Agreement and further agrees that each representation and warranty is true, accurate and complete in all material respects as of the Effective Date and will remain true and correct throughout the term of this Agreement.
- 12.1 **Good Standing.** The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, has the power and authority to own its property and to carry on its business in each jurisdiction in which it does business, and has registered for and is duly qualified to conduct business in, and is in good standing in, the State of South Carolina.
- 12.2 **Authority and Compliance.** The Company has full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and the Company is in compliance with all laws and regulatory requirements to which it is subject.
- 12.3 **No Conflicting Agreement.** There is no charter, bylaw, stock provision, partnership agreement or other document pertaining to the organization, power or authority of the Company and no provision of any existing agreement, mortgage, deed of trust, indenture or contract binding on the Company or affecting the Company's property which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.
- 12.4 **Litigation.** To the best of the Company's knowledge, there is no proceeding involving the Company or any owner with more than 5% ownership in the Company as of the Effective Date, pending or threatened before any court or governmental authority, agency or arbitration authority which if adversely decided would materially affect the Company's ability to meet its obligations under this Agreement and conduct its operations at the Project.
- 12.5 **Compliance with Laws.** To the best of its knowledge, the Company is in compliance with all federal, state and local laws, regulations and governmental requirements including, but not limited to, environmental laws and the applicable federal and state laws, executive orders and regulations concerning discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability, applicable to its facility including without limitation the property, business operations, employees, and transactions thereof.
- 12.6 **Binding Agreement.** Each part of this Agreement is a legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws

affecting creditors' rights. This Agreement has been signed by an authorized Company representative and such signature is recognized by the Company as legally binding.

- 13.0 **Indemnification.** The Company agrees to defend, indemnify, and hold the Department and the Grantee harmless from and against the costs of any litigation (including reasonable attorney's fees) arising from this Agreement or the Grant Award provided by the Department to the Grantee for the direct or indirect benefit of the Company. Please note that the SC Tort Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended (the "Code") provides full or limited immunity to governmental parties from third party claims and prohibits recovery of punitive or exemplary damages. This provision shall survive the termination of this Agreement for any claim arising during the term of this Agreement.
- 14.0 **Assignability.** No party to this Agreement may assign the terms of this Agreement, in whole or in part, to another entity without the written permission of the other parties to this Agreement.
- 15.0 **Notification.** The Company must notify the Grantee and the Department if there are any changes in the status of the Company that will impact or alter the Company's ability to comply with this Agreement. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

**Notices to the Department shall be sent to:**

South Carolina Department of Agriculture  
Attn: Agribusiness Infrastructure Panel  
1200 Senate Street  
Columbia, SC 29201

**Notices to Grantee shall be sent to:**

Beaufort County  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notices to the Company shall be sent to:**

Gay Seafood Co.  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 16.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.
- 17.0 **Governing Law and Jurisdiction.** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. By executing this Agreement, the Company also agrees to submit to the jurisdiction of the courts of the State of South Carolina for all matters arising hereunder. In the event of a dispute, the Department shall have standing to represent the State of South Carolina.
- 18.0 **Freedom of Information.** The Company understands and agrees that: (i) the Grantee and the Department are each a public body within the meaning of the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the Code (the “Act”); (ii) the Grantee and the Department are each required to comply with the provisions of the Act by disclosing certain public records upon receipt of a written request; and (iii) after execution of this Agreement, this Agreement and all documents and other information incidental to this Agreement are subject to disclosure pursuant to Sections 30-4-40(a)(9) and 30-4-40(a)(5) of the Code upon request. If disclosure of this Agreement and related information is required, pursuant to Section 30-4-40(a)(5)(c) of the Code, the Department agrees to redact any information in this Agreement, or any documents incidental thereto, that is clearly marked by the Company as confidential and proprietary and has been provided to the Department for economic development or contract negotiation purposes. However, the Grantee, the Department, and their respective members, employees, and staff shall not be liable for the inadvertent release of any information contained in the Agreement or any other documents related to the Project, absent gross negligence or willful misconduct.

To the extent an action at law or equity is brought to require the disclosure of any information related to the Project under the Act, the Department reserves the right to include the Company in such action and the Company hereby agrees to bear all costs associated with defending such action.

- 19.0 **Events of Default.** The following shall constitute events of default by the Company under this Agreement:
  - 19.1 any representation or warranty made by the Company herein that is false or misleading in any material respect at the time made;
  - 19.2 failure of the Company to comply with all applicable statutory, policy and regulatory guidelines of the State government and the Department governing the use of Agribusiness Initiative funds;

- 19.3 failure of the Company to observe and perform any covenant, condition or agreement hereunder on its part to be performed and continuance of such failure for a period of thirty (30) days after receipt by the Company of written notice from the Department specifying the nature of such failure and requesting that it be remedied; provided, however, except as otherwise set forth herein, if, by reason of the nature of such failure, the same cannot be remedied within the said thirty (30) days and the Company proceeds with reasonable diligence after receipt of the notice to cure the failure, the period may be extended upon the prior written consent of the Department;
- 19.4 the Company's consenting to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or admitting in writing its inability to pay its debts generally as they come due, or making a general assignment for the benefit of creditors;
- 19.5 the Company's filing a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect), or, by voluntary petition, answering or consenting, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors;
- 19.6 the entry of an order, judgment, or decree in any proceeding by any court of competent jurisdiction appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company or of any substantial part of its property, or sequestering any substantial part of its property, and any such order, judgment or decree of appointment or sequestration remaining in force undismissed, unstayed, or unvacated for a period of 90 days after the date of entry thereof; or
- 19.7 a petition against the Company in a proceeding under applicable bankruptcy laws or other insolvency laws as now or hereafter in effect is filed and not withdrawn or dismissed within 120 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to the Company, any court of competent jurisdiction shall assume jurisdiction, custody or control of it or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or untermiated for a period of 120 days.
- 20.0 **Remedies.** If any event of default shall occur and be continuing, then the Department may undertake any of the remedial actions set forth in this Agreement. If any such event of default shall occur and be continuing, then the Department shall, to the extent permitted by law and without notice of any kind to the Company (except to the extent required by law or as expressly required herein), seek to enforce the rights of the Department hereunder by exercising any or all of the following remedies:

- 20.1 Refrain from extending any further assistance or Grant Award funds until such time as the Company is in full compliance with the terms and conditions of this Agreement;
- 20.2 Require repayment of all or a portion of the Grant Award funds expended under this Agreement. Provided, however, notwithstanding anything contained in this Agreement to the contrary, if an event of default arises from a failure to satisfy and/or maintain the Investment Requirement and/or the Job Requirement, as applicable, as required herein, any such repayment of Grant funds shall be pursuant to the provisions of **Section 11.0** hereof;
- 20.3 Cancel, terminate or suspend this Agreement; or
- 20.4 Take such other reasonable action as may be necessary to protect its rights and interests hereunder.
- 21.0 **Additional Remedial Provisions.**
- 21.1 No remedy herein conferred or reserved to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. A waiver of any particular breach or default under any provision hereof shall not operate as a waiver of any further or subsequent breach or default under such provision. The remedies herein provided are cumulative and not exclusive of any remedies provided by law, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Department to exercise any remedy reserved to them in this Agreement, it shall not be necessary to give notice other than such notice as may be required in this Agreement.
- 21.2 Neither the Grantee nor the Department shall be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if an event of default shall occur hereunder.
- 22.0 **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

[Signatures on following page]



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be fully executed by their authorized representatives under seal to be effective as of the date first written above.

**GRANTEE**

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

**GAY SEAFOOD CO.**

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

**SOUTH CAROLINA DEPARTMENT  
OF AGRICULTURE**

\_\_\_\_\_  
**By: Hugh E. Weathers**  
**Its: Commissioner**

[Signature page to Performance Agreement]

## **Exhibit A**

### **Bidding Process to be used for Costs to be reimbursed with Grant Funds**

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of Grant funds to reimburse for the costs of such supply, service or construction item. In addition, the Company must maintain a copy of such written determination as set forth in **Section 6.0** hereof.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about Project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.

**Exhibit B**

**GRANT PERIOD PERIODIC REPORT**

Grant #: \_\_\_\_\_

Grantee: Beaufort County

Report for the Year Ended: \_\_\_\_\_

Minimum Investment Requirement \$3,865,500.00

Minimum Job Requirement: 20 full-time

Inspection, Record Keeping and Reporting:

Total investment in real and personal property in the Project as of the date of this report: \$ \_\_\_\_\_

Total number of new, full-time jobs at the Project as of the date of this report: \_\_\_\_\_

Total amount of grant funds disbursed as of the date of this report: \$ \_\_\_\_\_

\_\_\_\_\_

I declare the above information to be correct and complete, and that I am authorized to report this information.

\_\_\_\_\_  
Authorized Company Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Company Representative (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

Please return to:  
South Carolina Department of Agriculture  
Agribusiness Infrastructure Panel  
1200 Senate Street ■ Columbia, SC 29201

**Exhibit C**

**MAINTENANCE PERIOD ANNUAL REPORT**

Grant #: \_\_\_\_\_

Grantee: Beaufort County

Report for the Year Ended: \_\_\_\_\_

Minimum Investment Requirement \$3,865,500.00

Minimum Job Requirement: 20 full-time

Inspection, Record Keeping and Reporting:

Monthly average of the total investment in real and personal property in the Project for the preceding year: \$ \_\_\_\_\_

Monthly average of the total number of new, full-time jobs created at the Project for the preceding year: \_\_\_\_\_

Total amount of grant funds disbursed as of the date of this report: \$ \_\_\_\_\_

\_\_\_\_\_

I declare the above information to be correct and complete, and that I am authorized to report this information.

\_\_\_\_\_  
Authorized Company Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Company Representative (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

Please return to:  
South Carolina Department of Agriculture  
Agribusiness Infrastructure Panel  
1200 Senate Street ■ Columbia, SC 29201

**SOUTH CAROLINA DEPARTMENT OF AGRICULTURE**  
**1200 Senate Street | Wade Hampton Building, 5th Floor**  
**Columbia, South Carolina 29201**

**GRANT AWARD AGREEMENT**

In accordance with Agribusiness Infrastructure Incentives Distribution Initiative, developed by the Department and initially funded in the Department's budget for fiscal year 2019/2020, the South Carolina county Beaufort County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the Department and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

**Section 1: DEFINITIONS:**

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the Department.
- (c) Company means the economic development corporate entity that is identified in the Application.
- (d) Contractor means a private contractor who undertakes all or part of the Grant Project.
- (e) Department means the South Carolina Department of Agriculture (SCDA).
- (f) Grant means the dollars committed by the Department to the Grantee for the Project.
- (g) Grant Project means the portion of the Project that is within the scope of work as described in Section 2.0 hereof and approved by the Department to be reimbursed with Grant funds.
- (h) Grantee means the unit of government designated for the Grant and set forth above.
- (i) Project means the project identified and described in the Application.
- (j) State means the State of South Carolina and any agencies or offices thereof.

**Section 2: PROJECT DESCRIPTION:** Funds will be used for the to assist the Company primarily to repair and reconstruct a commercial dock. Secondly, remaining

funds may be used for the upgrading of existing processing and grading buildings. The site will operate as a commercial dock and seafood processing facility. The Grant Project has been approved by the Department and is included by reference as Project Ward.

**Section 3: AWARD AMOUNT:** The Department hereby commits an amount not to exceed Five-hundred Thousand and No/100 Dollars (\$500,000.00), to be used only for the Grant Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs within the scope of work approved by the Department.

**3.1: Approval of Third Party Contracts:** The Grantee must submit all agreements with a Contractor engaged to perform work within the scope of the Grant Project to the Department when it submits a reimbursement request relating to a payment to that Contractor.

**3.2: Notice to Proceed:** The Grantee must obtain from the Department written notice to proceed prior to incurring costs against the Grant. If the Grantee or the Company needs to incur expenses prior to the Department's notification to proceed, the Grantee must submit a written request to the Department and obtain prior written approval from the Department. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee or the Company at its own risk and expense and is not eligible for payment with Grant funds.

**3.3: Engineering Costs:** Reimbursement of engineering costs will be capped at 10% of the total grant award amount. Requests that exceed 10% must have substantial justification and require prior approval by the Department to be reimbursable.

**3.4. Administrative Fees:** The Grantee may not charge an administration fee in connection with the Grant.

**Section 4: AMENDMENTS:** Any changes in the scope of work of the Grant Project, including change orders or cost increases, must be submitted in writing by the Grantee to the Department as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Department shall be appended to this Agreement as an amendment.

**Section 5: PERFORMANCE:** By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Grant Project as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Grant Project, the Department shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

**Section 6: FUNDING UNDERRUNS:** The Grantee agrees that it will return surplus Grant funds that result from Grant Project cost underruns.

**Section 7: AUDIT:** The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Grant Project, and submit a copy of the audit report to the Department. The Grantee agrees that it will reimburse the Department for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Department. Upon request of the Department,

the Grantee shall make available, and cause the Company to make available, for audit and inspection by the Department and its representatives all the books, records, files and other documents relating to any matters pertaining to the Grant Project, the Application or this Agreement. The Grantee shall have prepared an audit of Grant funds received under this Agreement that adheres to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book);

**Section 8: CONTRACTOR SELECTION:**

- (a) In the event that the Grantee will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, then the selection of that Contractor by the Grantee must follow the applicable procurement laws, regulations and guidelines of the county. The use of the grant funds is not subject to the requirements of the State Procurement Code or the regulations promulgated thereunder. If the Grantee fails to adhere to procurement requirements as set forth herein, the Department may call for repayment by the Grantee for Grant funds that were expended in a disallowable manner.

A Contractor must represent that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Department or the Grantee.

All of the services required to complete the Project will be performed by the Grantee and/or a Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Grantee and/or a Contractor shall be liable for and pay all taxes required by local, state, or federal governments, which may include, but not be limited to, social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Department to or for the benefit of the Grantee and/or a Contractor or his employee or agents by reason of this Agreement.

- (b) In the event that the Company will be engaging a Contractor to undertake all or any part of the scope of work of the Grant Project, the Grantee warrants that it will ensure that the selection of the Contractor complies with the requirements set forth in Exhibit A attached hereto.

**Section 9: CONFIDENTIAL INFORMATION:** Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Department.

**Section 10: DISCRIMINATION:** The Grantee shall not, and in the event it engages Contractors it shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

**Section 11: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS:** No elected or appointed State or federal official shall be admitted to any share or part of the Grant funds, this Agreement or to any benefit to arise from the same.

**Section 12: INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE GRANTEE, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS:** No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Project or this Agreement. If the Grantee engages any Contractors for the Grant Project, the Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Grant Project and this Agreement this provision prohibiting such interest.

**Section 13: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION:** The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining the Department's approval of the Application, or the Department's approval of any applications for additional assistance or Grant funds, or any other approval or concurrence of the Department required under this Agreement. However, the payment from Grant funds of reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Grant Project costs.

**Section 14: MAINTENANCE OF AND ACCESS TO RECORDS:** The Grantee shall retain records for property purchased totally or partially with Grant funds and records relating to procurement matters for a period of three years after the final disposition of the Grant. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Department of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved. Upon request, the Grantee must make these records available to the Grantee's auditor, the Department, and its representatives.

**Section 15: MBE OBLIGATION:** The Grantee agrees to use its best efforts to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Grant funds provided under this Agreement. In this regard, the Grantee and any Contractors shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts



**Section 16: PROJECT COMPLETION:** The Grantee must complete, or cause to be completed, the Grant Project within 18 months of the Date of Award of this Grant. Completion is defined as the final documentation by the Grantee to the Department of Grant funds expended and issuance by the Department of a notification in writing of the closure of the Grant. The Department may grant extensions to this completion period requirement at its discretion.

**Section 17: SANCTIONS:** If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Department may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

**Section 18: APPLICABLE LAW:** This Agreement is made under and shall be construed in accordance with the laws of the State, without regard to conflicts of laws principles. The federal and state courts within the State shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

**Section 19: APPROPRIATIONS:** Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Department to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Department. In such event, the Department shall certify to the Grantee the fact that sufficient funds have not been made available to the Department to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

**Section 20: COPYRIGHT:** No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

**Section 21: TERMS AND CONDITIONS:** The Department reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Department and any other agency of the State.

**Section 22: REPORTING REQUIREMENTS:** The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. Progress reports will be due on the first day of the month beginning with the first full month after commencement of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 17 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Department.

**Section 23: PROJECT START-UP:** The Project must begin within three months of the Date of Award of the Grant. If the Grantee or the Company does not begin the Project within three months of the Date of Award of the Grant, the Department reserves the right to rescind the Grant, require the repayment of any Grant funds provided to

Grantee and terminate this Agreement. For purposes of this section, the Grantee or the Company shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Department to indicate that the Project will be timely completed.

**Section 24: LIABILITY:** The Grantee understands that Department accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Grant Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

**Section 25: PAYMENT:** The Grantee must submit to the Department a certified request for payment for work that is documented by the Grantee. The Department, upon its approval of the request for payment, shall forward such requests to the Finance Department of the South Carolina Department of Commerce. Payments are issued from the Comptroller General's office. Payment requests should be submitted to the Department no more than once a month.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.

**Section 26: RESPONSIBILITY FOR MAINTENANCE:** Maintenance of new roads and other improvements to the Grantee's or Company's right of way and/or property is the sole responsibility of the Grantee. Neither the Department nor the State shall have any responsibility whatsoever to maintain such roads and other improvements relating to the Project. The Grantee may assign this responsibility to any agreeable party.

**Section 27: SEVERABILITY:** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

[Signatures on following page]

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which have been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen days from the Date.

\_\_\_\_\_  
Date of Award

\_\_\_\_\_  
Hugh E. Weathers  
Commissioner  
South Carolina Department of Agriculture

ACCEPTANCE FOR THE GRANTEE

\_\_\_\_\_  
Signature of Official with Legal Authority  
to Execute this Agreement for the Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title of Authorized Official

ATTEST:

\_\_\_\_\_  
Signature of Elected City or County Council  
Member, as appropriate

\_\_\_\_\_  
Signature of Elected City or County Council  
Member, as appropriate

Exhibit ABidding Process to be used for Costs to be reimbursed with Grant Funds

1. Use full and open competition to the maximum extent practicable.
2. Permit acquisitions without competition only when the purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required timely supply, service, or construction item. A copy of such written determination must be included with any request to disbursement of grant funds to reimburse for the costs of such supply, service or construction item. In addition, the company must maintain a copy of such written determination as set forth in Section 12 of the Agreement.
3. Restrict competition only when necessary to satisfy a reasonable public requirement.
4. Provide clear, adequate, and sufficiently definite information about project needs to allow bidders to enter the acquisition on an equal basis.
5. Use reasonable methods to publicize bidding requirements and timely provide solicitation documents (including amendments, clarifications and changes in requirements).
6. State in solicitations the bases to be used for evaluating bids and proposals and for making the award.
7. Evaluate bids and proposals and make the award based solely on the criteria in the solicitation.
8. Grant maximum public access to procurement information subject to the Company's needs to protect its trade secrets, proprietary or confidential source selection information, and personal privacy rights.
9. Ensure that all parties involved in the bidding process participate fairly, honestly, and in good faith.
10. Recognize that adherence to these bidding process requirements is essential to maintenance of the integrity of the project.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO APPROVE AN AFFORDABLE HOUSING FEE SUBSIDY IN THE AMOUNT OF \$11,765 REQUESTED BY LOWCOUNTRY HABITAT FOR HUMANITY FOR THE CONSTRUCTION OF THREE AFFORDABLE RESIDENTIAL UNITS IN NORTHERN BEAUFORT COUNTY.
<b>MEETING NAME AND DATE:</b>
FINANCE, ADMINISTRATION, AND ECONOMIC DEVELOPMENT COMMITTEE; MARCH 18, 2024
<b>PRESENTER INFORMATION:</b>
CHARLES ATKINSON, ACA DEVELOPMENT SERVICES <i>10 MINUTES</i>
<b>ITEM BACKGROUND:</b>
N/A
<b>PROJECT / ITEM NARRATIVE:</b>
LOWCOUNTRY HABITAT FOR HUMANITY IS REQUESTING THAT COUNTY COUNCIL APPROVE AN IMPACT FEE SUBSIDY IN THE AMOUNT OF \$11,765 FOR FEES ASSOCIATED WITH THE CONSTRUCTION OF THREE AFFORDABLE RESIDENTIAL UNITS TO BE CONSTRUCTED IN NORTHERN BEAUFORT COUNTY. PROJECTS AND ASSOCIATED IMPACT FEES ARE AS FOLLOWS: PROJECT LOCATION R100-025-00A-0060-0000 – TRANSPORTATION FEE \$2,245; LIBRARY FEE \$321; PARKS FEE \$694; FIRE FEE \$872. PROJECT LOCATION R100-025-00A-0059-0000 – TRANSPORTATION FEE \$1,896; LIBRARY FEE \$273; PARKS FEE \$590; FIRE FEE \$742. PROJECT LOCATION R100-033-00A-0098-0000 – TRANSPORTATION FEE \$2,245; LIBRARY FEE \$321; PARKS FEE \$694; FIRE FEE \$872.
<b>FISCAL IMPACT:</b>
<i>IF APPROVED, ALL IMPACT FEES DUE FOR THESE PROJECTS (\$11,765) WILL BE PAID OUT OF BEAUFORT COUNTY'S AFFORDABLE HOUSING FUND PER ORDINANCE SECTION 82-33(B)(5).</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
STAFF RECOMMENDS APPROVAL OF THE RESOLUTION
<b>OPTIONS FOR COUNCIL MOTION:</b>
MOTION TO APPROVE/DENY A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO APPROVE AN AFFORDABLE HOUSING FEE SUBSIDY IN THE AMOUNT OF \$11,765 REQUESTED BY LOWCOUNTRY HABITAT FOR HUMANITY FOR THE CONSTRUCTION OF TWO AFFORDABLE RESIDENTIAL UNITS IN NORTHERN BEAUFORT COUNTY.

**RESOLUTION NO. 2024 / \_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE AFFORDABLE HOUSING IMPACT FEE SUBSIDY**

**WHEREAS**, Beaufort County Code Sec. 82-33. Provides for the Imposition, Calculation and Collection of impact fees, and

**WHEREAS**, Section 82-33 makes a provision for the subsidy of impact fees for the construction of affordable housing that comply with certain AMI criteria, and

**WHEREAS**, Lowcountry Habitat for Humanity has constructed one residential unit and will construct two additional housing units which qualifies for an impact fee subsidies, and

**WHEREAS**, therefore, a request has been received for a 100% subsidy in impact fees due as calculated per Section 82-33, and

**WHEREAS**, the Transportation Fee to be subsidized will be \$6,386. The Library Fee to be subsidized will be \$915. The Parks and Recreation fee to be subsidized will be \$1,978. The Fire Fee to be subsidized will be \$2,486. This will require \$11,765 to be paid from the Beaufort County Affordable Housing Fund’s annual budget allocation as approved by County Council; and

**NOW, THEREFORE**, County Council hereby **RESOLVES TO** approve the subsidies as specified above and authorizes the County Administrator to undertake the fee allocations, and do all things necessary or helpful for implementing this directive.

**IT IS SO ORDERED!**

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joe Passiment, Chairman

ATTEST:

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



**Habitat for Humanity**<sup>®</sup>  
of the Lowcountry

We build strength, stability, self-reliance, and shelter.

October 16, 2023

Mr. John Robinson  
Interim County Administrator  
PO Drawer 1228  
Beaufort, South Carolina 29901

Dear Mr. Robinson:

Habitat for Humanity of the Lowcountry would like to apply for the County's funds that assist with impact fees for affordable housing. We would like to apply for this assistance on our construction sites in Beaufort: The properties coming up for permitting that I feel would qualify are below:

3002 Goodwin Street  
3004 Hodges Drive

In addition, we have one already with a permit that we would like Council to consider:

3006 Walnut Street (paid impact fee of ~~\$4,885~~  
#4,132)

All of the homebuyers for these homes have been selected into our program and have household incomes at or below 60% of Beaufort County's area median income. They will sign two mortgages with Habitat that represent the appraised value of the house. The first will be repaid and the second will decrease over time, as long as the homeowner pays the first and does not sell the home. If they sell or we foreclose, the balance of the second comes due.

Thank you for consideration of this request. Please let me know if you need additional information.

Sincerely,

Brenda Dooley  
Chief Executive Officer

CC: Charles Atkinson, Assistant County Administrator

Main Office | 21 Brendan Lane, Bluffton, SC 29910  
Mailing Address | PO Box 2747, Bluffton, SC 29910

843-522-3500  
lowcountryhabitat.org



**INVOICE (INV-00033962)  
FOR BEAUFORT COUNTY, SC**

Item 20.

**BILLING CONTACT**

LOWCOUNTRY HABITAT FOR HUMANITY  
24 PROFESSIONAL VILLAGE CIRCLE ST  
LADY'S ISLAND , SC 29907



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00033962	09/21/2023	10/21/2023	Paid In Full	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
BRES-006636-2023	Building Permit Fee (Residential)	\$753.00
	NB2300 - Road	\$2,245.00
	NB2600 - Library	\$321.00
	NB7318 - Fire	\$872.00
	NBPARS - Parks	\$694.00
3006 Walnut St Beaufort, SC 29906		<b>SUBTOTAL</b>
		\$4,885.00

*2100 - 033 - 00A - 0098 - 0000*

REMITTANCE INFORMATION
Checks payable to Beaufort County Treasurer and mail to: Beaufort County Business Services PO Drawer 1228 Beaufort SC 29901-1228 <a href="https://beaufortcountysc-energovpub.tylerhost.net/Apps/SelfService">https://beaufortcountysc-energovpub.tylerhost.net/Apps/SelfService</a>

TOTAL \$4,885.00

*IF TOTAL = \$4,132*





**Beaufort County Inspection Department**  
 P.O. Drawer 1228  
 Beaufort, SC 29901-1228  
 OFFICE (843) 255-2065  
 FAX (843) 255-9410  
 Inspection Requests: (843) 255-2078

Item 20.

<b>PERMIT NUMBER</b>
<b>BRES-006636-2023</b>
Issue Date: 10/16/2023

**Permit Type: Building Codes (Residential)**

Property Number	Property Number	Flood Zone	Elevation
R100 033 00A 0098 0000	3006 WALNUT ST	AE	09

Owner Information	Applicant Information	Contractor Information
Owner: LOWCOUNTRY HABITAT FOR HUMANITY Address: 24 PROFESSIONAL VILLAGE CIRCLE ST LADY'S ISLAND, SC 29907 Phone: 843-522-3500	Applicant: LOWCOUNTRY HABITAT FOR HUMANITY Address: 24 PROFESSIONAL VILLAGE CIRCLE ST LADY'S ISLAND, SC 29907 Phone: 843-522-3500	Contractor: LOWCOUNTRY HABITAT FOR HUMANITY Address: 24 PROFESSIONAL VILLAGE CIRCLE ST LADY'S ISLAND, SC 29907 Phone: 843-522-3500 License Number: License Exp. Date:

Construction Type	Occupancy Type
V-B	R-3 1 & 2 Family Dwellings

Scope of Work
NEW SINGLE FAMILY

Valuation of Construction	Sewage Type	Project Type
\$201,600.00	Septic	New

Permit Details	
No. Bedrooms: 3 No. Bathrooms: 3.0 No. Units: 1 No. Stories: 1 Total SQ FT: 1,496	Central AC: Yes Type of Heating: Electric Elevator: No Heated SQ FT: 1,344

It is understood and agreed by the undersigned owner or agent that the approval of this permit does not constitute a privilege to violate the building code, zoning ordinance or other ordinances of the County of Beaufort and that any omission of or misrepresentation of fact either with or without intention of the undersigned, or any alteration or change from this permit without the approval of the building official shall constitute sufficient ground for the revocation of this permit. This does not authorize any encroachment upon county property.

Signature of Owner/Contractor

Date: 02/08/2024

**ANY PERMIT ISSUED SHALL EXPIRE SIX (6) MONTHS AFTER WORK IS DISCONTINUED**

<b>TOTAL FEES:</b>	\$4,885.00
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COUNTY COUNCIL OF BEAUFORT COUNTY  
BUILDING CODE DEPARTMENT

Multi Government Center · P.O Drawer 1228  
Beaufort, SC 29901-1228

Phone: (843) 255-2065 Fax: (843) 255-9410

Web Site: www.bcgov.net

Impact FEE APPEAL FORM

DATE: 2/8/24 SUBJECT AMOUNT: \$ 4,729 USE of OCCUPANCEY: single family residence  
SQ.FT.: 1,375 sf TRIP GENERATION COUNT: \_\_\_\_\_

FROM: LowCountry Habitat for Humanity  
Name  
616 Parris Island Gateway  
Beaufort, SC 29906  
Mailing Address

Section 82-36 of Beaufort County Ordinance 2006-24:

"(a) *Administrative Appeal.* The developer or fee payor may file an administrative appeal with the County Administrator. Such appeal shall be filed with the County Clerk within 30 days of fee payment on a form made available by the County. The County Administrator shall render a decision on the appeal within 90 days after the filing of the appeal.  
(b) *Payment under Protest.* The developer or fee payor may pay a development impact fee under protest. Payment under protest does not preclude the developer or fee payor from filing an administrative appeal nor does it preclude receipt of a refund pursuant to Section 82-35, if applicable."

Owner's Reason for APPEAL (PROTEST) Affordable housing. I disagree with the impact fee value of the location because:

Habitat for Humanity strives to address the County's shortage of affordable housing.  
All of the homebuyers for these homes have been selected into our program and have household incomes  
at of below 60% of Beaufort County's area median income.

Please attach additional sheet if needed.

Legal Description for Subject area

Tax Parcel No. R100 025 00A 0060 0000

*Brenda Dooley*  
Signature of Owner or Agent

Alternate ID No. (Lot, Location,..Etc) 3002 Goodwin Street, Beaufort SC 29906

Chief Executive Office  
Agents Relationship to Owner

Email: brendadooley@habitatthi.org

843.681.5864 ext. 2002  
Telephone Number(s)

Cc: County Administrator Office  
Building Code Department  
Traffic Engineering Office

*Road - \$2,245*  
*Park - \$694*

*Library - \$321*  
*Fire - \$872*



COUNTY COUNCIL OF BEAUFORT COUNTY  
BUILDING CODE DEPARTMENT

Multi Government Center · P.O Drawer 1228  
Beaufort, SC 29901-1228

Phone: (843) 255-2065 Fax: (843) 255-9410

Web Site: www.bcgov.net

Impact FEE APPEAL FORM

DATE: 2/8/24 SUBJECT AMOUNT: \$ 4,098 USE of OCCUPANCEY: single family residence  
SQ.FT.: 1,274 sf TRIP GENERATION COUNT: \_\_\_\_\_

FROM: LowCountry Habitat for Humanity  
Name  
616 Parris Island Gateway  
Beaufort, SC 29906  
Mailing Address

Section 82-36 of Beaufort County Ordinance 2006-24:

"(a) *Administrative Appeal.* The developer or fee payor may file an administrative appeal with the County Administrator. Such appeal shall be filed with the County Clerk within 30 days of fee payment on a form made available by the County. The County Administrator shall render a decision on the appeal within 90 days after the filing of the appeal.  
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Habitat for Humanity strives to address the County's shortage of affordable housing.  
All of the homebuyers for these homes have been selected into our program and have household incomes  
at of below 60% of Beaufort County's area median income.

Please attach additional sheet if needed.

Legal Description for Subject area

Tax Parcel No. R100 025 00A 0059 0000

*Brenda Dooley*  
Signature of Owner or Agent

Alternate ID No. (Lot, Location,...Etc) 3004 Hodge Drive, Beaufort SC 29906

Chief Executive Office  
Agents Relationship to Owner  
843.681.5864 ext. 2002  
Telephone Number(s)

Email: brendadooley@habitathhi.org

Cc: County Administrator Office  
Building Code Department  
Traffic Engineering Office

Road - \$ 1,896

Library - \$ 273

PARK - \$ 590

Fire - \$ 742

## Beaufort County Agencies, Boards, & Commissions

Item 21.

### Beaufort-Jasper Water and Sewer Authority

RECOMMEND APPROVAL TO THE LEGISLATIVE DELEGATION OFFICE FOR THE APPOINTMENT OF **THOMAS MIKE SR** TO THE BEAUFORT-JASPER WATER AND SEWER AUTHORITY FOR A SIX-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2030.

- ❖ TERM TO BE SERVED: 1<sup>ST</sup> - VOTE NEEDED: 6/11
- ❖ OTR TRUCK DRIVER – CRST EXPEDITED



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY WITH TMS NO. R510 005 000 0329 0000, LOCATED ON BEACH CITY ROAD, HILTON HEAD ISLAND
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use Committee, February 12, 2024
<b>PRESENTER INFORMATION:</b>
Brittany Ward, County Attorney (5 minutes)
<b>ITEM BACKGROUND:</b>
This is a new item for Committee/Council
<b>PROJECT / ITEM NARRATIVE:</b>
<p>Parcel #R510 005 000 0329 0000 was co-purchased through the Rural and Critical Lands Preservation Program on January 29, 2013 by Beaufort County and the Town of Hilton Head Island as part of a series of parcels along Beach City Road adjacent to Mitchelville Freedom Park. At the time of acquisition, Parcel 0329 was 1.22 acres and cost \$280,921, with a 70/30 respective cost share between the County and Town.</p> <p>In early 2023, a property boundary discrepancy was brought to County staff's attention whereby the adjacent neighbor's driveway was constructed on the co-owned County/Town property. A survey was completed on August 4, 2023 to designate the 0.11 acre encroachment. An appraisal was completed on September 20, 2023 and provided a compensation opinion of \$30,250 for the 0.11 acre encroachment area. The original acquisition cost of the 0.11 acre encroachment area was \$25,329, therefore the current appraised value is an acceptable value for conveyance.</p>
<b>FISCAL IMPACT:</b>
Beaufort County will receive \$30,250 from the Buyer. Seventy percent of the funds from the sale will be deposited into the Rural and Critical Bond Fund (4500-80-0000-47010) to be used towards future acquisitions by the Rural and Critical Lands Preservation Program. Thirty percent of the funds from the sale will be reimbursed to the Town of Hilton Head Island.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval as submitted
<b>OPTIONS FOR COUNCIL MOTION:</b>
<p>Motion to approve, modify, or deny approval of an ordinance authorizing the interim county administrator to execute the necessary documents to convey a portion of property owned by Beaufort County with TMS No. R510 005 000 0329 0000, located on Beach City Road, Hilton Head Island.</p> <p>Beaufort County Code of Ordinances Section 26-36 (attached) governs Council's consideration of this matter.</p> <p>If approved, move forward to County Council for 1<sup>st</sup> reading on February 26, 2024.</p>

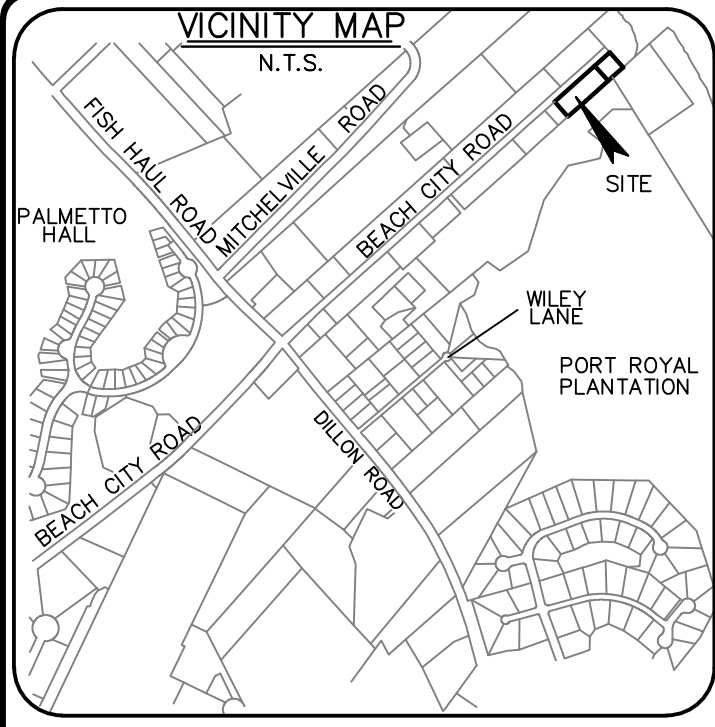
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**Sec. 26-36. Resale, swap, condemnation or lease of acquired property.**

There may be instances where property acquired under the RCLPP for its conservation value(s), and possibly to mitigate the impacts of development, may not be suitable or needed for county ownership in the future. In such cases, the county council may request the RCLP board to evaluate and make a recommendation on selling, swapping or leasing the property, in whole or in part.

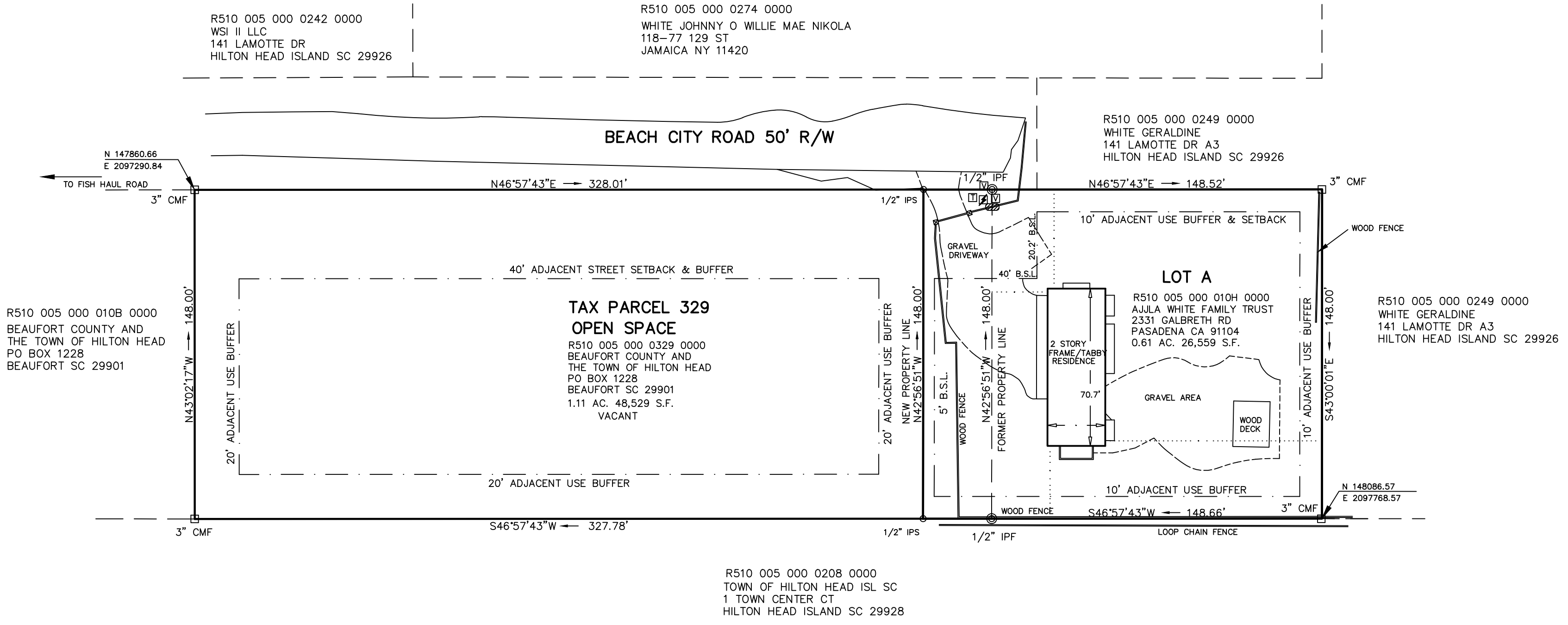
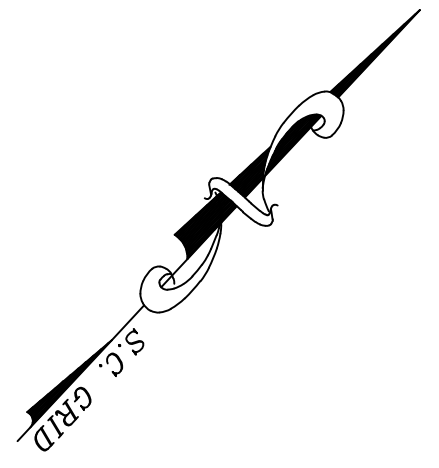
- (a) In those instances, the RCLP board shall be guided by the following:
  - (1) To ensure that the resale, swap or lease of the property, in whole or in part, will not have an adverse impact on the conservation value(s) of the property, which can be assured through the placement of a conservation easement or other appropriate instruments on the sold, swapped or leased property if necessary.
  - (2) To ensure that the development of the property for use(s) permitted under a conservation easement will be carefully monitored by the easement holder.
- (b) Additionally, the following will apply:
  - (1) Any RCLPP property considered for sale, swap or lease shall require appropriate action by a two-thirds majority of the county council following prescribed procedures for sale, swap or lease of county-owned land.
  - (2) If all or part of a RCLPP property is sold, swapped or condemned, the county and any co-owners will be entitled to respective ownership ratio compensation of any net proceeds, after payment of all closing expenses.
  - (3) Any RCLPP property sold, swapped or condemned will have the county's portion of any proceeds deposited into the land preservation fund for use in future RCLPP acquisitions.
  - (4) Any RCLPP property leased by the county will have any proceeds deposited into the passive parks fund for use in management and maintenance of RCLPP passive parks.

( Ord. No. 2019/47, 10-28-2019 ; Ord. No. 2019/48, 10-28-2019 )



SOME OR ALL AREAS ON THIS PLAT ARE FLOOD HAZARD AREAS AND HAVE BEEN IDENTIFIED AS HAVING AT LEAST A ONE PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS. REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE TOWN BUILDING OFFICIAL. IN ADDITION, FEDERAL LAW REQUIRES MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO FEDERALLY INSURED MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.

- NOTES:
1). THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE TITLE SEARCH BY NANDINA, INC.
2). THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD AND COVENANT RESTRICTIONS AS RECORDED IN THE OFFICE OF THE ROD FOR BEAUFORT COUNTY.
3). SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
4). BUILDING SETBACKS, WHETHER SHOWN OR NOT, SHOULD BE VERIFIED BY THE LOCAL BUILDING AUTHORITY.
5). THE ONLY ACTIVITIES PERMITTED IN THE EXTERIOR SUBDIVISION BUFFER AS LABELLED ON THIS PLAN SHALL BE THOSE LISTED IN PERMITTED ACTIVITY IN OTHER BUFFER AREAS AS PER THE L.M.O.
6). THE ONLY ACTIVITIES PERMITTED IN THE WETLAND BUFFER SHALL BE THOSE LISTED IN WETLAND BUFFERS AS PER THE L.M.O.
7). THESE PROPERTIES LIE PARTIALLY OR WHOLLY WITHIN THE AIRPORT OVERLAY DISTRICT AND MAY BE SUBJECT TO NOISE THAT MAY BE OBJECTIONABLE.



REFERENCE PLAT
1) A COMPOSITE PLAT-GABRIEL BOSTON TRACT, A PORTION OF FISH HAUL PLANTATION ON BEACH CITY ROAD BAYGALL SECTION. DRAWN: 9/21/78, LAST REVISED: 2/28/81. ROD. BEAUFORT COUNTY, SC. BY: E.H. FREISLEBEN S.C.R.L.S. # 4624

PROPERTY AREA LOT A: 0.61 AC. 26,559
PROPERTY AREA TAX PARCEL 329: 1.11 AC. 48,529 S.F.
ADDRESS: 282 BEACH CITY ROAD
DISTRICT: 510, MAP: 5, PARCELS: 10H & 329
THIS PROPERTY LIES IN F.E.M.A. ZONE X
BASE FLOOD ELEVATION = NO MINIMUM ELEVATION
COMMUNITY NO. 450250, PANEL: 0456G, DATED: 3/23/2021

LEGEND & SYMBOLS:
3" CMF
1/2" IPF
Water Meter
Valve Box
Electric Transformer
Telephone Service
1/2" Iron Pin Set
3" Concrete Monument Found
1/2" Iron Pin Found
Water Meter
Valve Box
Electric Transformer
Telephone Service
1/2" Iron Pin Set

OWNERS CERTIFICATION
\_\_\_\_\_ ARE THE OWNER(S) OF THE HEREON DESCRIBED PROPERTY AND THAT I (WE) STATE THAT THIS PLAN IS BEING PUT FORTH AS REQUESTED.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

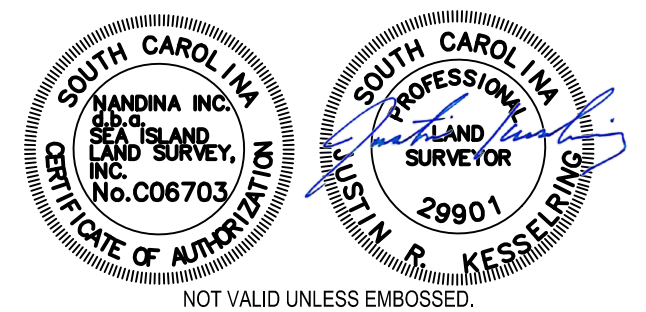
OWNERS CERTIFICATION
\_\_\_\_\_ ARE THE OWNER(S) OF THE HEREON DESCRIBED PROPERTY AND THAT I (WE) STATE THAT THIS PLAN IS BEING PUT FORTH AS REQUESTED.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OWNERS CERTIFICATION
\_\_\_\_\_ ARE THE OWNER(S) OF THE HEREON DESCRIBED PROPERTY AND THAT I (WE) STATE THAT THIS PLAN IS BEING PUT FORTH AS REQUESTED.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



BOUNDARY RECONFIGURATION OF:
LOT A & TAX PARCEL 329, BEACH CITY ROAD,
HILTON HEAD ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED FOR: ANDRE J. WHITE, AJJLA WHITE FAMILY TRUST, & THE TOWN OF HILTON HEAD ISLAND

DATE : 8/04/2023 SCALE : 1" = 40'



d.b.a. Sea Island Land Survey, Inc.
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FILE No. : 05608.15 DWG No. : 4-05608.15

**APPRAISAL REPORT**  
**OF**  
**TAX PARCEL 329 BEACH CITY ROAD**  
**HILTON HEAD ISLAND, SC 29926**  
**&**  
**VALUE OF THE EASEMENT/ACQUISITION**

**PREPARED FOR**  
**ANDRE WHITE**

**AS OF**  
**09/11/2023**

**PREPARED**  
**BY**

**WILLIAM R. COBIA, SRA**  
**COASTAL PROPERTY APPRAISALS**



**COASTAL PROPERTY APPRAISALS**  
P.O. BOX 7523 HILTON HEAD ISLAND, SC 29938  
REAL ESTATE APPRAISALS AND CONSULTING

September 20, 2023

RE: PARCEL 329 BEACH CITY ROAD & DRIVEWAY EASEMENT/ACQUISITION

Dear Mr. White,

In accordance with your request, I have made a personal inspection of the above referenced property and prepared an appraisal for the purpose of estimating the just compensation for the proposed acquisition of the 0.11+/- acre portion of parent parcel Tax Parcel 329. I understand the intended use of this appraisal is to aid in negotiations to acquire this portion from the parent parcel of the subject property. The intended users of this appraisal are Mr. Andre White, appropriate officials with the Town of Hilton Head Island and appropriate members of Beaufort County. Use of this appraisal by anyone other than those listed as intended users is prohibited. My conclusions of highest and best use and market value of the property, as well as the just compensation for the proposed acquisition, are based on conditions existing in the market as of September 11, 2023.

Submitted herewith is the appraisal report containing the pertinent information gathered during my investigation. My opinion of the just compensation for the acquisition of the release is:

**Thirty Thousand Two Hundred Fifty Dollars: (\$30,250)**

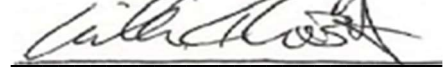
The preceding estimated just compensation is subject to the standard assumptions and limiting conditions summarized in the attached report. This appraisal report has been prepared in conformance with my interpretation of the "Uniform Standards of Professional Appraisal Practice" (USPAP) published by the "The Appraisal Foundation", as well as South Carolina State Law.

It is noted that the real estate market is constantly changing, and numerous events, including but not limited to, actions by the Federal Reserve, outcomes of elections, changes in the tax code, events overseas, natural disasters, new or changing governmental regulations, development of public infrastructure, hiring and layoffs by major area employers, and changes in the lending environment can have profound impacts on values of real estate. As such, the reader is cautioned that the value of the subject property will almost certainly change over time, and that I have no opinion of value of the subject property other than as of the stated effective date(s) of valuation.

A digital copy of the report has been provided. If you have any questions or desire additional information, then please do not hesitate to contact me.

Respectfully Submitted,

Coastal Property Appraisals



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Mr. William R. Cobia, SRA  
SC Appraiser # AB .3490 CG

## LIMITING CONDITIONS AND ASSUMPTIONS

This appraisal is made subject to the following Assumptions and Limiting Conditions:

1. It is assumed that the legal description as obtained from public records or as furnished is correct and no responsibility is assumed for matters of a legal nature. No opinion is rendered as to title, as it is assumed to be good, marketable, and in fee simple unless otherwise noted and discussed.
2. The information contained in this report as obtained from sources deemed reliable. However, no warranty is given as to its accuracy. Competent management and responsible ownership are assumed.
3. The property is appraised as though free and clear of any or all liens or encumbrances except as noted herein.
4. Any plot plans, sketches, drawings, or other exhibits in this report are included only to assist the reader in visualizing the property. I have made no survey for this report and assume no responsibility for its presentation within.
5. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser and the applicant and then only with proper identification.
6. The appraiser herein by reason of this appraisal is not required to give future consultation, testimony or be in attendance in court with reference to the property in question unless arrangements have been previously made.
7. The distribution, if any, of the total valuation in the report between land and improvements applies only under the existing program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
8. The appraisers assume, and the user of this report agrees, that the appraisers have no liability for existing physical condition of the building and all parties agree that the purpose of this appraisal is to estimate value as though the superstructure is structurally sound. Likewise, it is assumed and all parties agree that the appraisers have no responsibility for subsurface or hazardous waste conditions, including asbestos.
9. Unless otherwise noted herein, it is assumed that there are no encroachments, zoning or other violations of any regulations affecting the subject property. The appraisers assume, and the user of this report agrees that the appraised value is prepared as though no encroachments, liens or other violations of any regulations affecting the subject property exist, unless otherwise noted.
10. The value estimates reported herein apply to the entire property and any proration or division of the total into fractional interest will invalidate the value estimate unless such proration or division of interest is set forth in the report. No statement as to the value in use to the property owner has been made. Only the value of the property, if exposed for sale on the open market, has been estimated.

11. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the prior written consent and approval of the author; this pertains particularly to valuation conclusions, the identity of the appraiser or firm with which the appraiser is associated with and any reference to the Appraisal Institute or to the SRA designation.
12. This appraisal will not take into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous materials), or the cost of encapsulation or removal thereof. Should the client have concern over the existence of such substances on the property, the appraisers consider it imperative for the client to retain the services of a qualified, independent engineer or contractor to determine the existence and extent, if any, of any hazardous materials, as well as the cost associated with any required or desirable treatment or removal thereof.
13. Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that, if proven to be true, would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this agreement, which approval will not be unreasonably withheld, delayed or conditioned.
14. Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

## EXTRAORDINARY ASSUMPTIONS

An **Extraordinary Assumption** is defined as “an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions.”

This appraisal is subject to the following extraordinary assumption:

I am making the **Extraordinary Assumption** that there are NO wetlands and the majority, if not all, 1.22 acres are developable.

As real estate appraisers, I am not qualified to perform a wetland delineation; therefore, I strongly advise the Client to retain the services of a qualified environmental consultant if it is concerned about this issue. Furthermore, if my assumption pertaining to wetlands is false, then it could impact the value(s) estimated in this report.

PROPERTY IDENTIFICATION

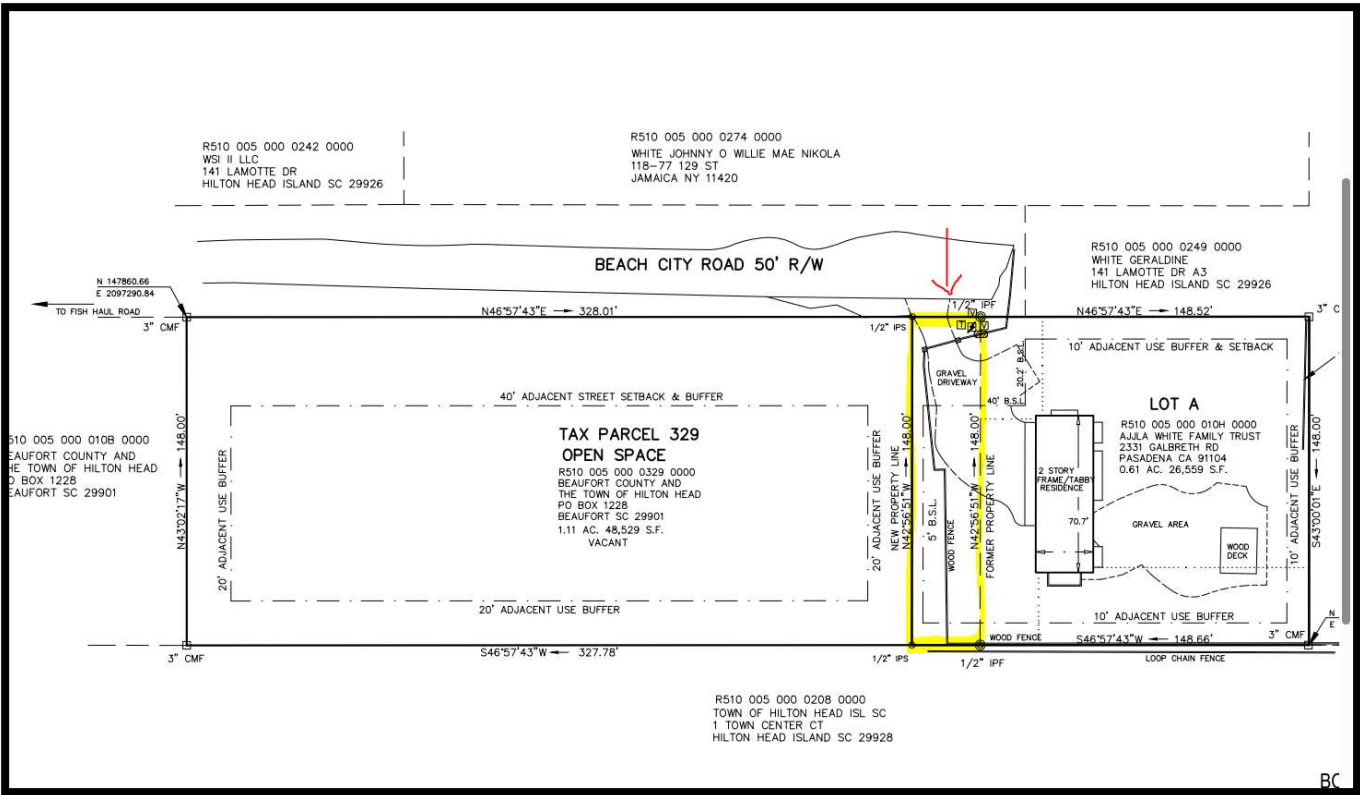
The subject of this appraisal is a ± 1.22-acre lot located at 329 Beach City Road in an incorporated area of Beaufort County, South Carolina and within the Town of Hilton Head Island. The property is best described by the Beaufort County Tax Assessor’s Office as Parcel Identification Number R510 005 000 0329 0000. An aerial tax map showing the approximate location and configuration of the subject property outlined and shaded in yellow is provided below.



I understand Mr. Andre White wishes to obtain a certain portion estimated to contain approximately 0.11 acres from an approximate 53,143 square foot or 1.22-acre area. This portion of the property is being used for a permanent driveway easement across and through the lands of Beaufort County and the Town of Hilton Head Island. Currently this 0.11+/- acre portion which is located at the east corner extending approximately 148 linear feet south to the southeast corner and is mostly rectangular in shape. A plan sheet showing the approximate location and configuration of the area to be released from the parent parcel is provided on the following page. Upon completion of the proposed release, the subject property will be similar to before the acquisition, and unaffected by the current driveway encroachment.

The physical, legal, and economic characteristics of the subject property both before and after the proposed acquisition are described and analyzed in greater detail in later sections of this report.

Below is a map showing the approximate location of the proposed portion of Tax Parcel 329 to be sold to the owners of Lot A.



## HISTORY OF OWNERSHIP

Tax records indicate legal ownership of the subject property is vested in the name of the Beaufort County and The Town of Hilton Head Island. The only recorded sale according to Beaufort County Records occurred on January 24, 2013, for \$350,000 and included an additional property identified by tax map number: R510 005 000 010B 0000, an adjacent site to the west and containing 0.30 acres or 13,068 square feet.

Furthermore, it is my understanding that the property is not listed for sale or under contract for sale. In addition, I was not advised that any offers to purchase this 0.11+/- acre portion from the property have been made.

## CLIENT AND INTENDED USERS OF THE APPRAISAL

Mr. Andre White is my client. Intended users of this appraisal are Mr. Andre White, as well as appropriate officials with Beaufort County and the Town of Hilton Head Island. Use of this appraisal by anyone other than the stated intended users above is prohibited, and not intended by the appraiser(s).

## PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the just compensation for the proposed acquisition of the 0.11+/- acre portion of the parent site which currently serves as the driveway easement to Lot A, 282 Beach City Rd. However, at this time the driveway encroaches on the parent site, which is the subject of the report.

## INTENDED USE OF THE APPRAISAL

I understand the intended use of this appraisal is to aid in negotiations to acquire the 0.11+/- acre area from a portion of the subject property. Any other use of this appraisal is prohibited and not allowed without authorization from the appraiser(s).

## REAL PROPERTY INTEREST APPRAISED

The fee simple interest of the property is appraised. The Fee Simple Estate is defined as “...*absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*”

## EFFECTIVE DATE OF VALUATION AND DATE OF REPORT

The effective date of value is September 11, 2023, which is also the date of my most recent official inspection of the subject property.

The date of the report is September 20, 2023.





Subject Property Viewed from Beach City Road: Facing East



Subject Viewed Beach City Road: Facing South



Beach City Road: Facing East



Driveway Encroachment

## TYPE OF VALUE CONSIDERED

This assignment involves estimating the market value of the subject property. **Market Value** is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, & acting in what they consider their best interest;
3. A reasonable time is allowed for exposure in the open market
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*\*This definition is specified in the regulations pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).*

## SCOPE OF WORK

The scope of work is the amount and type of information researched and the analysis applied in the assignment. The appraiser is responsible for determining the appropriate scope of work in the appraisal assignment given the client's intended use and the nature of the problem to be solved.

The appraiser(s) made a personal inspection of the neighborhood, which consisted of driving most of the major roadways and identifying its approximate boundaries. In addition, the appraiser lives and works in the Bluffton/Hilton Head Region and travels through the subject neighborhood on a regular basis. Sources of information pertaining to the local region and subject neighborhood included various online publications, and my ongoing market observations and research.

Information pertaining to the subject utilized in this appraisal was limited to viewing the property from the fronting roadways and/or adjoining properties, and reviewing aerial photographs (supported by Google Earth), flood maps, deeds, plats, zoning, and/or other publicly available information.

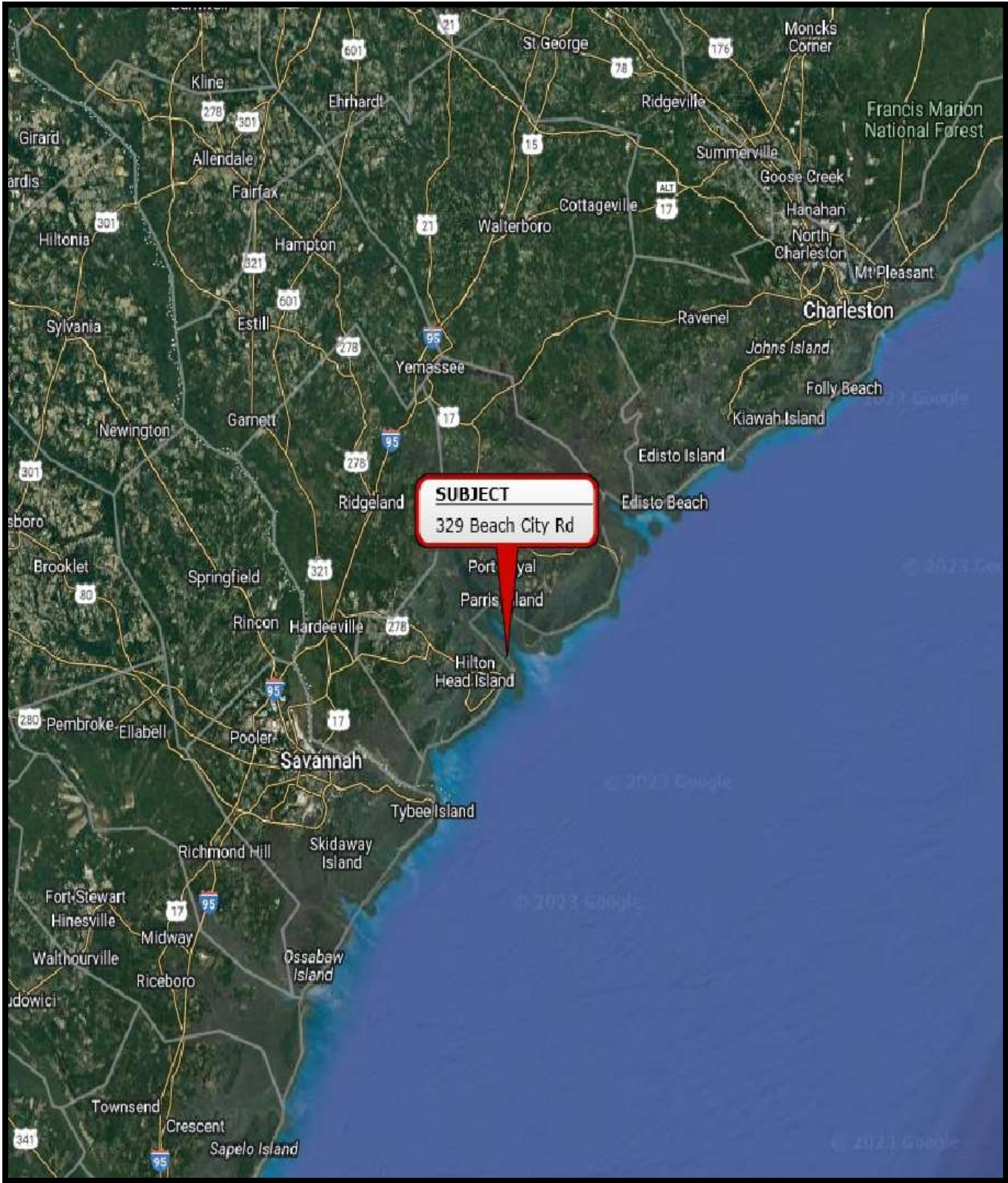
In order to estimate the market value of the subject property both before and after the acquisition, I have considered a Sales Comparison Approach, whereby sales of comparable properties are analyzed. It is noted that I considered two other valuation methodologies, which are the Cost Approach and Income Approach; however, typical buyers and sellers in this market do not consider these approaches to value when analyzing vacant land. Therefore, I have not developed these two approaches to value, and their exclusion does not limit the scope of this assignment.

Comparable sales were gathered, verified, and compared to the subject site to determine a reasonable market value of the land. Sources of information pertaining to comparable sales included, local MLS data, Costar data, public deed and tax records, plats and surveys, discussions with parties either involved in or familiar with the sales, aerial photographs, online zoning, flood, wetland, and topographic maps, and visits to the sale properties.

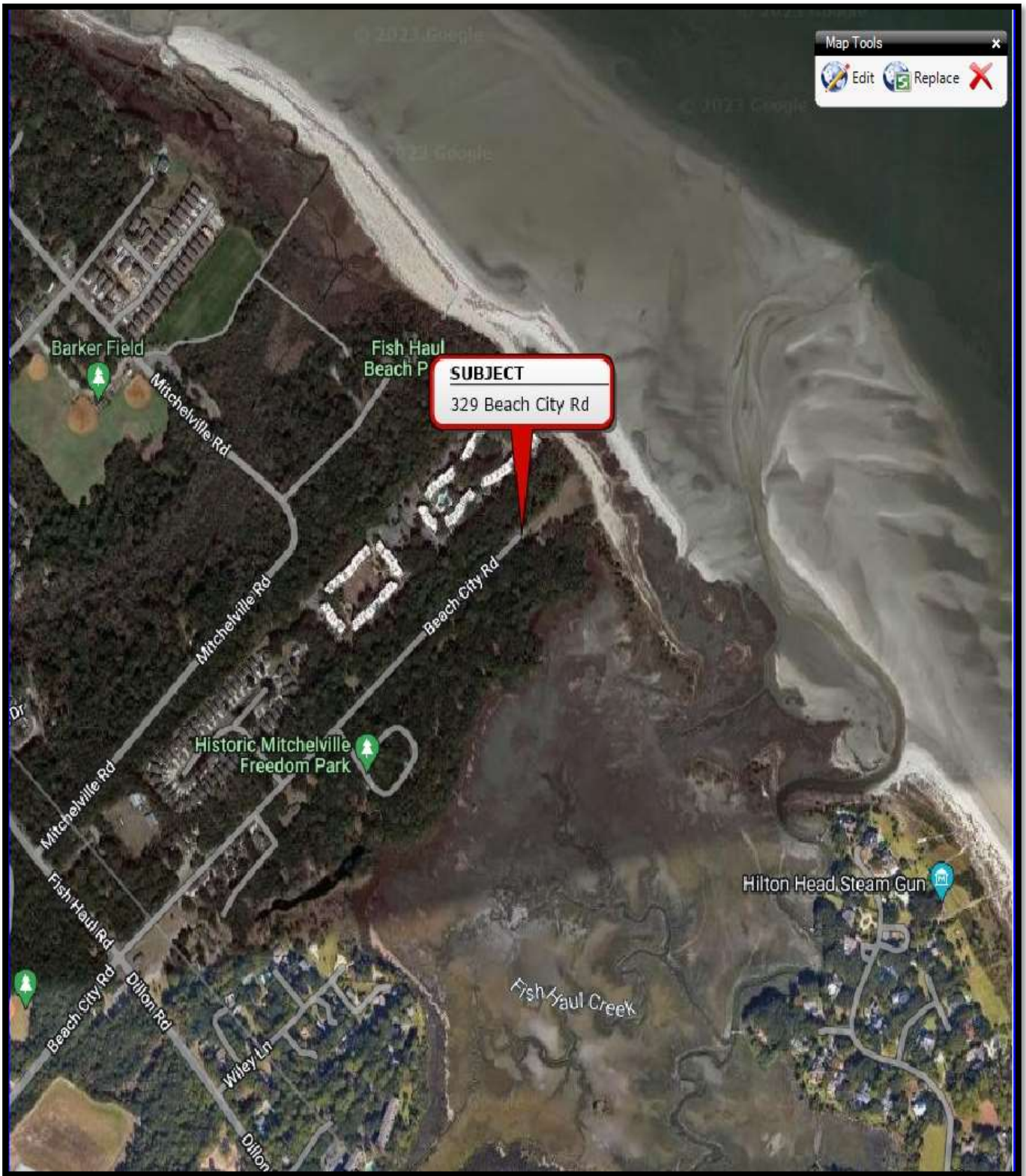
#### AREA/NEIGHBORHOOD ANALYSIS

The map below depicts the subject's location within Beaufort County, and the Savannah/Hilton Head Island region. As shown, this location is roughly 15 radial miles east of Interstate 95, 8 radial miles east of Old Town Bluffton, and roughly seventeen radial miles north of Savannah's National Landmark Historic District.

The subject property is located on the south side of Beach City Road just west of the Port Royal Sound and bordering the 33-acre Town-owned Mitchelville Freedom Park. The location is close to the Hilton Head Island Airport and surrounding residential development. It is approximately 2 miles east of Highway 278, which is the primary thoroughfare on Hilton Head Island. This neighborhood is loosely defined as the Mitchelville Historic Gullah Neighborhood. In general, this neighborhood is firmly entrenched in the growth stage of its economic life cycle. The subject neighborhood is shown on the following aerial photograph.



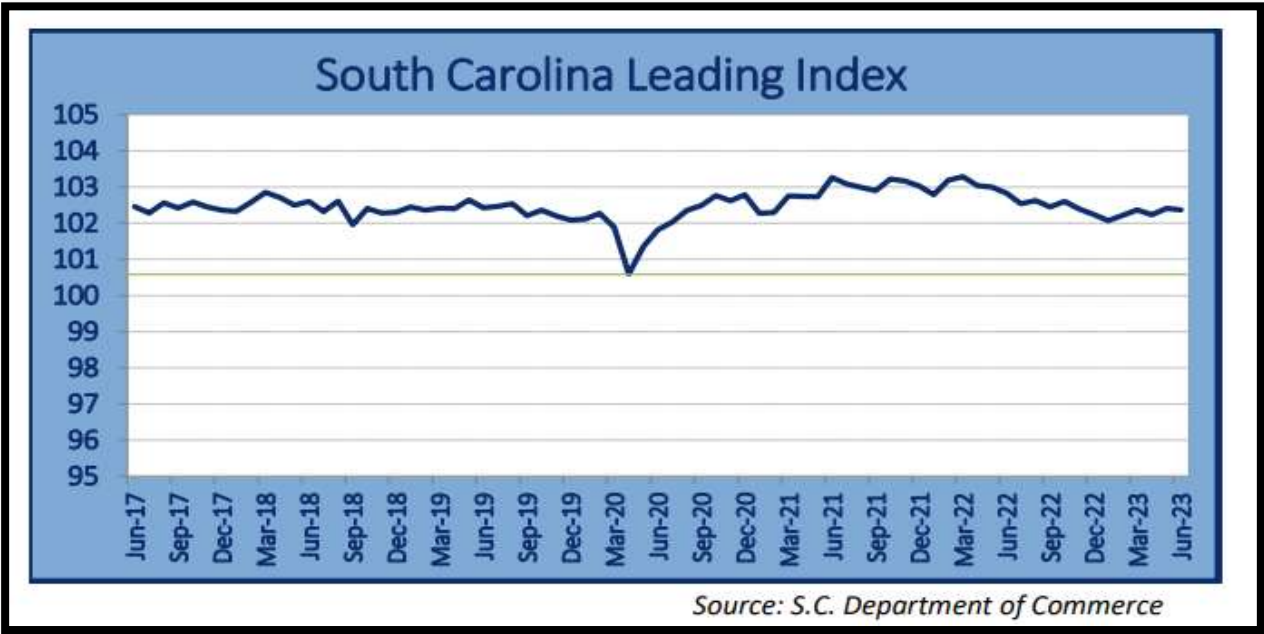
Aerial Map



**HILTON HEAD ISLAND REGIONAL ANALYSIS**

The subject property is located on the northeast side of Fish Haul Road. This location is mid island and is centrally located to serve all of Hilton Head Island. The property is approximately ten miles south-east of Bluffton, and twenty miles east of Interstate 95. Beaufort County is located in the southeastern part of the State of South Carolina and has been one of the fastest growing counties in the US. Located entirely within Beaufort County, Hilton Head Island, a barrier island, is a 42 square mile resort town with an approximate year-round population of 40,000 people. Over 2.25 million visitors come to Hilton Head Island each year and during the summer the population can swell to over 150,000. Hilton Head Island is a primary city within the Hilton Head Island-Bluffton-Beaufort metropolitan area and has an estimated overall population of over 220,000. A map showing the location of the subject property relative to other areas of Beaufort County and the Hilton Head Island Region is provided on the next page.

According to the Chamber of Commerce Economic Outlook published in July 2023 The South Carolina Leading Index (SCLI) fell in June to a value of 102.37. Unemployment claims were 25% higher than in May and the number of issued housing permits fell 11.3% month-over-month. In conjunction, the valuation of the permits fell 8.2 percent and the weekly manufacturing hours rose 2.4 percent. The DOW Jones Composite Average was up 6.4 percent.



The Conference Board’s national Leading Economic Index decreased in June to 106.1. The Conference Board notes that the elevated prices and hard-to-get credit are dampening economic activity.

On the following page is the Key South Carolina Indicators for the following sectors: Income; Employment and Real Estate.

## KEY S.C. INDICATORS

### Income

**+1.7%** **State Personal Income**  
increased to \$295.6 billion in the 1st quarter of 2023.  
*U.S. Bureau of Economic Analysis*

**+0.3%** **Consumer Price Index**  
Cost of goods and services in the South Region rose 0.3% in June.  
*U.S. Bureau of Labor Statistics*

### Employment

**+0.4%** **Nonfarm Employment**  
rose by 8,500 net non-seasonally adjusted jobs from the prior month.  
*U.S. Bureau of Labor Statistics*

**-8.7%** **Available Online Job Postings**  
decreased by 10,800 positions in June to a seasonally adjusted 113,500 job postings.  
*The Conference Board Help Wanted Online Index*

### Real Estate

**+1.7%** **Median Home Sales Price**  
rose \$5,500 from the prior month to \$338,000 for June.  
*South Carolina Association of Realtors*

**-11.3%** **Residential Building Permits**  
fell by 480 permits from the prior month to 3,778 in June.  
*U.S. Census Bureau*

**+0.5%** **Labor Force**  
increased by 13,077 to 2,433,583 seasonally adjusted, in June.  
*U.S. Bureau of Labor Statistics*

**+2.4%** **Manufacturing Weekly Hours**  
rose, following revisions, to 38.8 hours in June.  
*U.S. Bureau of Labor Statistics*

**About S.C. Commerce's Research Team**

The Research Team is a highly skilled, multidisciplinary group of professionals that collects, examines and disseminates data to support economic development in South Carolina. The team furnishes information to companies considering an investment in the state and produces rigorous analysis for stakeholders of all kinds.

*Those who wish to receive S.C. Commerce's monthly Economic Outlook can email [bwilkerson@SCcommerce.com](mailto:bwilkerson@SCcommerce.com).*

South Carolina's total non-seasonally adjusted nonfarm employment rose by 8,500 net jobs to 2,313,200 in June, a 0.4 percent increase from May's numbers. Below is a chart depicting the industry sector, the timeline comparison, and the overall rate of change for those periods.

Industry Sector	May 2023 (Preliminary)	Previous Month	Previous Year	% Change Month Ago	% Change Year Ago
<b>Goods Producing</b>	<b>378,900</b>	<b>376,400</b>	<b>367,000</b>	<b>0.66%</b>	<b>3.24%</b>
Natural Resources and Mining	4,600	4,500	4,700	2.22%	-2.13%
Construction	112,200	114,400	103,300	-1.92%	8.62%
Manufacturing	262,100	262,000	259,000	0.04%	1.20%
<b>Service Providing</b>	<b>1,934,300</b>	<b>1,928,300</b>	<b>1,862,600</b>	<b>0.31%</b>	<b>3.85%</b>
Trade, Transportation, and Utilities	441,400	439,600	436,200	0.41%	1.19%
Information	32,900	31,900	29,500	3.13%	11.53%
Finance	123,300	122,000	116,100	1.07%	6.20%
Professional and Business Services	312,000	314,400	298,000	-0.76%	4.70%
Educational and Health Services	278,200	278,200	254,800	0.00%	9.18%
Leisure and Hospitality	290,900	284,800	278,800	2.14%	4.34%
Other Services	84,100	82,900	81,600	1.45%	3.06%
<b>Total Private</b>	<b>1,941,700</b>	<b>1,930,200</b>	<b>1,862,000</b>	<b>0.60%</b>	<b>4.28%</b>
Government	371,500	374,500	367,600	-0.80%	1.06%
<b>Total Nonfarm</b>	<b>2,313,200</b>	<b>2,304,700</b>	<b>2,229,600</b>	<b>0.37%</b>	<b>3.75%</b>

*Source: U.S. Department of Labor, Bureau of Labor Statistics*

In June 2023, the number of building permits in South Carolina for new residential construction fell 11.3 percent to 3,778, which is down 9.4 percent from a year ago. The value for the permits fell 8.2 percent month-over-month and was 6.7 percent lower than one year ago. Real estate closings were up 5% compared to May, while the median sale price was up 1.7%. Total closings rose in four of the top six MSA, with Charleston reporting the strongest gain at 7.7 percent.



	Month	Current	Previous Year	% Change Year Ago	Current YTD	Prior YTD	% Change YTD
Closings	June	9,046	10,399	-13.0%	44,340	54,889	-19.2%
Median Sales Price*	June	\$338.0	\$329.5	2.6%	\$323.9	\$312.5	3.6%
Residential Building Permits -Total	June	3,778	4,170	-9.4%	21,385	25,569	-16.4%
Residential Building Permits -Valuation*	June	\$984,412	\$1,054,555	-6.7%	\$5,452,712	\$6,288,922	-13.3%

\* Thousands of US dollars. Source: S.C. Association of Realtors, U.S. Census.

## **NEIGHBORHOOD ANALYSIS**

The subject neighborhood is defined as the mid island submarket, and includes the area along Fish Haul Road, Beach City Road and Mathews Drive, a minor thoroughfare, running north to south from Highway 278. This neighborhood has experienced significant growth in the past ten years, with further new growth expected during the foreseeable future, inclusive of some re-development on strategically located sites. Overall, this neighborhood is in the growth stage of its neighborhood life cycle.

Vehicular access to this neighborhood is good and is provided by a network of streets that run north/south and east/west. Major traffic arteries in this neighborhood are Mathews Drive which run in a general north/south direction, and Marshland Road, which runs in an east to west direction.

Development in this neighborhood consists primarily of older commercial buildings, including Port Royal Plaza, a retail plaza with a mix of tenants, including Planet Fitness, Auto Zone and a variety of restaurants and CVS pharmacy, interspersed with pockets of older and newer residential neighborhoods.

In summary, the subject neighborhood is centrally located within the Town of Hilton Head Island, has good vehicular access, and is stable, with minimal new development occurring. Reasons for the lack of new development include a general scarcity of available vacant sites, as well as the transitional nature of various parts of the neighborhood, along with lands owned by the Town of Hilton Head Island and Beaufort County. Much of these lands are owned for preservation and utilized for park or community recreation. In my opinion, this neighborhood will maintain stable population levels with minimal new development over the foreseeable future.

### **Hilton Head Island Parks**

## Our Parks: Existing and Future

The Master Plan found the Island's public park system to be balanced with a good mix of park types and distribution, especially for areas outside of the ten major Planned Unit Developments (PUDs). The almost 550 acres of developed park property on the Island is comprised of 27 parks, varying in type and size, interconnected by an extensive public multi-use pathway network. Hilton Head Island is known and recognized for this pathway network, and has several award winning parks. There are also several "private parks" and beach access within the PUDs. This Hilton Head Island Parks map is comprised of all the public parks on the Island, regardless of ownership as some are jointly owned with other agencies. In the legend below the parks are organized by classification and future parks planned for the next 1-5 years are noted.

### Mini-Park

- ① Compass Rose Park
- ② Betsy Jukofsky Xeriscape Garden
- ③ *Future* Taylor Park
- ④ *Future* Patterson Park

### Neighborhood Park

- ⑤ Greens Shell Park
- ⑥ Hilton Head Park (Old Schoolhouse Park)
- ⑦ Veterans Memorial

### Community Park

- ⑧ Rowing & Sailing Center at Squire Pope Community Park
- ⑨ Jarvis Creek Park
- ⑩ *Future* Mid Island Park
- ⑪ Chaplin Community Park
- ⑫ Shelter Cove Community Park

### Beach Park

- ⑬ Folly Field Beach Park
- ⑭ Driessen Beach Park
- ⑮ Coligny Beach Park
- ⑯ Alder Lane Beach Access
- ⑰ Islander's Beach Park
- ⑱ Burkes Beach Access
- ⑲ Fish Haul Beach Park

### Regional Park

- ⑳ Lowcountry Celebration Park

### Sports Park

- ㉑ Barker Field & Extension
- ㉒ Bristol Sports Arena
- ㉓ Crossings Park
- ㉔ Cordillo Tennis Courts

### Community Center

- ㉕ Island Recreation Center

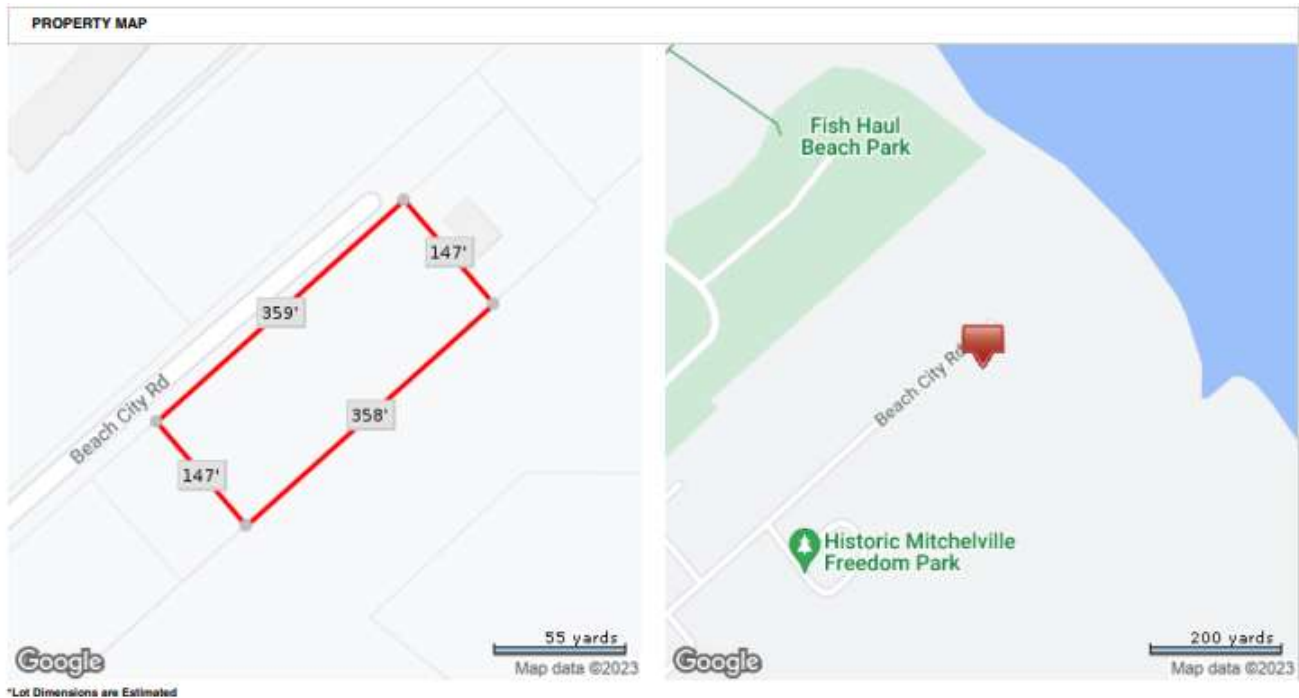
### Special-Use Park

- ㉖ Honey Horn
- ㉗ Marshland Road Boat Landing
- ㉘ Historic Mitchelville Freedom Park
- ㉙ Cross Island/ Broad Creek Boat Ramp
- ㉚ Old House Creek Dock

## SITE DESCRIPTION

The following description is based on my review of information provided by the property owner, the recorded plat, various online sources, and my property inspections. Photographs of the subject property were provided earlier in this report.

**Size/Shape:** Based on my review of the recorded plat, the subject site consists of 1.22-acres, and is a rectangular shaped site located on the southeast side of Beach City Road, just east of the Hilton Head Island Airport and just west of the Port Royal Sound. The shape and configuration of the subject site is depicted on the following excerpt from the recorded plat.



**Frontage:** Review of the plat shows the subject having  $\pm 359.00$  feet of frontage on the southeast side of Beach City Road.

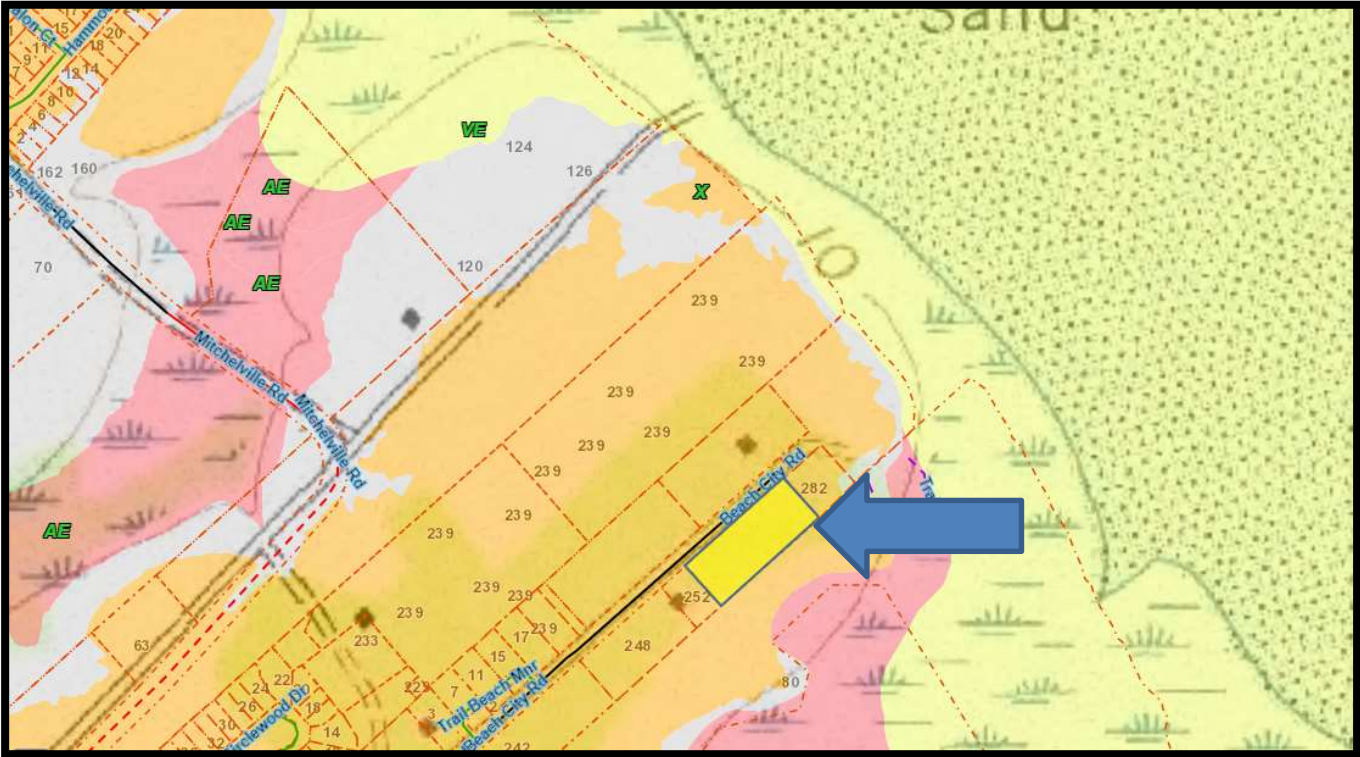
In this area, Beach City Road is a two-lane, minor roadway that runs in a east-west direction. Development along this stretch of road is comprised of various older and newer residential communities, limited commercial and recreational parks.

**Access:** The subject is afforded good vehicular access via one driveway on Beach City Road.

**Topography:** The subject property is generally level and at the grade of the fronting roadways and adjoining properties. The subject is cleared and vacant and is currently used as preservation land by the Town of Hilton Head and Beaufort County.

**Elevations:** Review of the Beaufort County GIS website shows the subject's elevations ranging from 13 to 15 feet.

**Flood Zone:** According to Flood Map Community Panel Numbers 45013C0456G dated March 23, 2021, the site appears to be in Flood Zone X500, which is defined as area of 0.2% annual chance of flood. An excerpt from these flood panels showing the subject property and its immediate surroundings is provided below and on the following page.



**Drainage:** No problems with drainage were noted during the inspection.

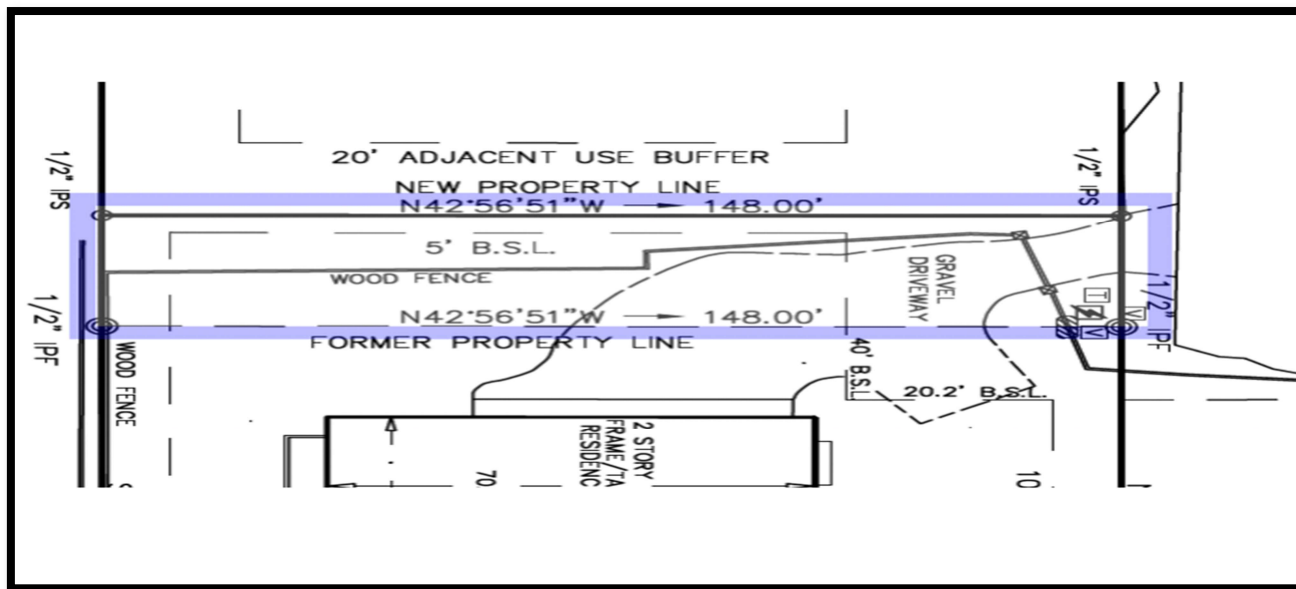
**Soil Types:** A soil report was not provided for use in this appraisal. I am not qualified to render a technical opinion regarding soil conditions; however, the presence of the existing improvements indicates the soil is sufficient for commercial oriented development typical of the area. Therefore, I assume the load-bearing capacity is sufficient to support any reasonably probable improvements. If the Client is concerned about this issue, then I recommend a study by a qualified soils engineer.

**Hazardous Materials:** Please note the subject buildings were not constructed during a time period when both asbestos and lead based paint were commonly used materials. *For the purpose of this appraisal, I assume there are no hazardous substances on or beneath the surface of the subject property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, lead based paint, urea-formaldehyde foam insulation, underground storage tanks or other potentially hazardous materials may have an effect on the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such condition, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.*

**Wetlands:** I did not observe any inundated areas or vegetation characteristic of jurisdictional wetlands during the inspection. Furthermore, virtually all the subject property has been cleared and remains vacant. *As a real estate appraiser, I am not qualified to determine how much, if any, of the property is a jurisdictional wetland. Therefore, for the purpose of this appraisal, I have made the reasonable assumption the subject property consists entirely of usable upland area. I reserve the right to change my opinions of highest and best use and market value if I am provided with information that indicates the subject contains a different amount of jurisdictional wetlands than that indicated in this report. If the client is concerned about this issue, then I strongly advise it to retain the services of a qualified expert to perform a wetlands delineation of the subject property.*

**Utilities:** All major public utilities, including water and sewer, have been extended to the subject property. Adequate police and fire protection are provided by the Town of Hilton Head Island.

**Easements/Encroachments:** Review of the recorded plat indicates there is a known encroachment, other than typical utility. My research of a recent survey did reveal an existing driveway encroachment. According to the survey, a certain portion estimated to contain approximately 0.11+/- acres from an approximate 53,143 square foot or 1.22-acre area is being used for a permanent driveway easement across and through the lands of Beaufort County and the Town of Hilton Head Island. Currently this 0.11+/- acre portion which is located at the east corner extending approximately 148 linear feet south to the southeast corner and is mostly rectangular in shape encroaches on land owned by The Town of Hilton Head Island and Beaufort County.



**Comments:** Overall, the subject site is rectangular in shape and contains a gross land area of 1.22 acres, of which all is believed to be usable upland area. The subject has frontage on one public roadway, Beach City Road. Vehicular access to the site is good. Topographically, the subject property is level with elevations from 13 to 15 feet and cleared. All major public utilities are available, and I am not aware of any adverse issues related to wetlands, soils, site conditions, or encumbrances that would negatively impact the use of the property. Therefore, it is my opinion that the subject property is physically suitable

for a wide range of development types, including residential or commercial oriented uses. However, the limitations and restrictions imposed by the zoning district limit the overall use. As previously noted, the subject is currently committed to public park and recreation use and it's likely to remain unchanged into the foreseeable future.

#### ZONING: (PR – Parks and Recreation)

The subject property is zoned PR, Parks and Recreation in the Town of Hilton Head Island's Unified Development Ordinance. The PR District is intended to accommodate and manage the **land uses** allowed on publicly held **land** used for active or passive recreation purposes, or publicly owned **land** preserved in its natural state for public enjoyment. Development in this district shall be allowed and designed to minimize, as much as possible, its impact on both the natural environment and the community. Permitted uses in the PR District include but are not necessarily limited to: Public, Civic, Institutional, and Educational Uses.

#### AD VALOREM TAXES

The property is subject to ad valorem taxation by Beaufort County and is identified by the Beaufort County Tax Assessor's Office as Tax Parcel Number R510 005 000 0329 0000. This office has estimated the value of the subject property, as of December 31, 2021, at \$600.

Land: \$600.00

Improvements: N/A

#### DESCRIPTION OF SUBJECT PROPERTY BEFORE ACQUISITION

##### Description of Subject Land

**Size:** Tax records indicate the subject property contains a gross land area of 1.22 acres.

**Shape:** The subject property is rectangular in shape.

**Frontage:** The subject property has roughly 359 feet of frontage on the southeast side of Beach City Road.

**Access:** The subject property has open vehicular access along Beach City Road via one curb cut.

**Topography:** The site is relatively low lying and flat.

**Elevations:** My review of the Beaufort County GIS website indicates elevations of the subject property to be 13-15 feet.

**Flood Zone:** The subject property is in Flood Zone C, which is NOT in a FEMA Flood Hazard Area. Map Number: 4500250085D. Map Date: September 29, 1986. FIPS: 45013. Flood Map Included.

**Wetlands:** I am NOT aware of, nor did I observe any wetland or low-lying area. No wetland delineation study was made available to me. I am making the **Extraordinary Assumption** that there are NO wetlands and the majority, if not all, 1.22 acres are developable.

As real estate appraisers, I am not qualified to perform a wetland delineation; therefore, I strongly advise the Client to retain the services of a qualified environmental consultant if it is concerned about this issue. Furthermore, if my assumption pertaining to wetlands is false, then it could impact the value(s) estimated in this report.

**Soils:** A soil report was not provided for use in this appraisal. I am not qualified to render a technical opinion regarding soil conditions. Therefore, it is assumed that the load-bearing capacity is sufficient to support any reasonably probable improvements. This assumption is considered reasonable based on the existence of improved properties in the immediate area. If the Client is concerned about this issue, then I recommend a study by a qualified soils engineer.

**Site Conditions:** As appraisers, I am not qualified to determine the existence or extent of hazardous contamination either on or below the surface of the property. For the purpose of this appraisal, I have made the reasonable assumption that no significant hazardous contamination is present which would impact the highest and best use, marketability, or value of the subject property. I reserve the right to revise my opinions of highest and best use and market value if provided with independent engineering reports that indicate significant hazardous contamination exists on the property and which include estimated costs for its remediation to acceptable levels.

**Adjoining Uses:** Adjoining uses include larger, vacant tracts which are also owned by the Town of Hilton Head Island and Beaufort County and utilized as designated park space. In addition, there is existing residential development along Beach City Road.

**Utilities:** Officials with Beaufort County indicated that public water and public sewer service is available.

**Easements/Encumbrances:** There are typical utility easements for the area. However, there is an existing driveway encroachment. According to the survey, a certain portion estimated to contain approximately 0.11+/- acres from an approximate 53,143 square foot or 1.22-acre area is being used for a permanent driveway easement across and through the lands of Beaufort County and the Town of Hilton Head Island. This driveway encroaches on the parent property. Currently this 0.11+/- acre portion which is located at the northeast corner extending approximately 148 linear feet south to the southeast corner and is mostly rectangular in shape encroaches on land owned by The Town of Hilton Head Island and Beaufort County.

**Functional Utility:** The subject consists of a rectangular shaped, 1.22-acre tract. The property has open vehicular access along Beach City Road, which in this area is a town maintained paved road. Topographically, the property is partially cleared with some wooded areas and is predominately situated outside a 100-year flood plain. Public water and sewer are in the immediate area, and it appears the subject site is afforded with public water and sewer.

## DESCRIPTION OF THE PROPOSED ACQUISITION

The proposed acquisition is for the approximate 0.11+/- acre area, which is currently serving as a private driveway to an adjacent site and is encroaching on the Town/County-owned property, which is the subject of this report. This portion of the property is being used for a permanent access easement across and through the lands of Beaufort County and the Town of Hilton Head Island. This permanent access easement will remain in place as it currently exists. The actual dimensions of this portion of the property is unclear, with the exception of the east and west side showing 148' linear feet. I have estimated that the north and south side are approximately 27' linear feet.

## DESCRIPTION OF THE REMAINDER

Upon the release of the approximate 0.11+/- acre portion, the remainder will be similar as the property prior to the acquisition and there will be minimal to no affect.

## IMPACT OF THE RELEASED ACQUISITION ON THE REMAINDER

As such, I believe the release of the approximate 0.11+/- acre portion will have a very limited impact on the potential use of the remaining area. Furthermore, I do not believe the release of the approximate 0.11+/- acre portion will have any impact on the future use of the unencumbered area.

## HIGHEST AND BEST USE

The Appraisal Institute defines Highest and Best Use as follows:

*"...that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal"*

It is also defined as:

*"...that use, from among reasonable and probable legal alternate uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value."*

The determination of highest and best use includes identifying the motivation of probable purchasers, analyzing the supply and demand of various property types in the market, and considering limitations imposed by zoning and the physical characteristics of the property.

## Highest and Best Use of Subject Property As Though Vacant Before The Release

### *Physically Possible*

As discussed, the subject site is rectangular in shape and contains a gross land area of 1.22 acres, of which all is believed to be usable upland area. The subject has frontage on one public roadway, Beach City Road. Vehicular access to the site is good. Topographically, the subject property is level with elevations from 13 to 20 feet and cleared. All major public utilities are available, and I am not aware of any adverse



issues related to wetlands, soils, site conditions, or encumbrances that would negatively impact the use of the property. Therefore, it is my opinion that the subject property is physically suitable for a wide range of development types, including residential or commercial oriented uses.

### Legally Permissible

The subject property includes areas zoned PR; Parks and Recreation in the Town of Hilton Head Island's Unified Development Ordinance. The PR District is intended to accommodate and manage the **land uses** allowed on publicly held **land** used for active or passive recreation purposes, or publicly owned **land** preserved in its natural state for public enjoyment. Development in this district shall be allowed and designed to minimize, as much as possible, its impact on both the natural environment and the community. Permitted uses in the PR District include but are not necessarily limited to: Public, Civic, Institutional, and Educational Uses. Consequently, any legally permissible use, which is physically possible, could be considered.

### Financially Feasible

My research shows there is good commercial and residential demand in this part of Hilton Head Island, which is evidenced by the development of various residential and revived commercial development. In general, I do not believe this activity would be occurring if the broader market did not believe there was adequate demand. Considering this activity, it is reasonable to assume residential or commercial development would be feasible on the subject property under the current market conditions. However, considering the limitations under its current zoning district a zoning variance would need to be obtained. This is unlikely. Therefore, the feasibility would be limited to the permitted uses.

### Maximally Productive

Considering its physical, legal, and economic characteristics, it is my opinion the highest and best use of the subject is for continued park and recreation use.

### Highest and Best Use of Subject Property As Though Vacant After The Release

The highest and best use of the subject property as vacant will not change as a result of the proposed release.

### VALUATION OF SUBJECT PROPERTY BEFORE THE ACQUISITION

In order to estimate the market value of the subject property before the acquisition, I have relied upon a Sales Comparison Approach, where sales and listings of similar tracts are compared to the subject property based on a price per gross acre, which is how these properties are normally analyzed in this market. My research revealed relatively few sales and listings of similar tracts, and I have focused on four sales considered the most comparable to the subject property. Details of these transactions are summarized on the following pages, while a map showing their locations relative to the subject is included later in this section.

LAND SALE ONE

LOCATION: Legal Address: Por Marshland Plantation Adjacent to Mathews Dr  
Beaufort County, Hilton Head Island, SC 29926  
Tax Parcel Number: R510 008 000 0015 0000

GRANTOR: United General Holdings, LLC  
GRANTEE: Town of Hilton Head  
SALE DATE: August 10, 2023  
SALE PRICE: \$350,000  
DEED REFERENCE: Deed Book: 4268 Page: 154  
RECORDING INSTRUMENT: General Warranty Deed  
FINANCING: Transfer Fee Funds, normal  
INTEREST CONVEYED: Fee simple subject to normal matters of record  
CONDITIONS OF SALE: Arm's length, no special circumstances  
INFORMATION SOURCE(S): Liam Cronin of Engels and Volkers; public records, MLS  
LAND AREA: 0.52 acres (No Survey)  
ZONING: MF; Marsh Front Mixed Use – Intended Zoning: PR; Parks and Recreation  
FLOOD ZONE: Zone AE  
IMPROVEMENTS: None  
UTILITIES: All major utilities were in immediate area and available  
UNIT PRICE: \$673,077 per acre

COMMENTS: This is the sale of a square shaped 0.52-acre site located on the west side of Mathews Drive, just south of the traffic circle and with a deeded access easement on Matilda Drive. According to my sources, this property was purchased by the Town of Hilton Head Island for green space to be designated as Park and Recreation land. This site affords views of the marsh.

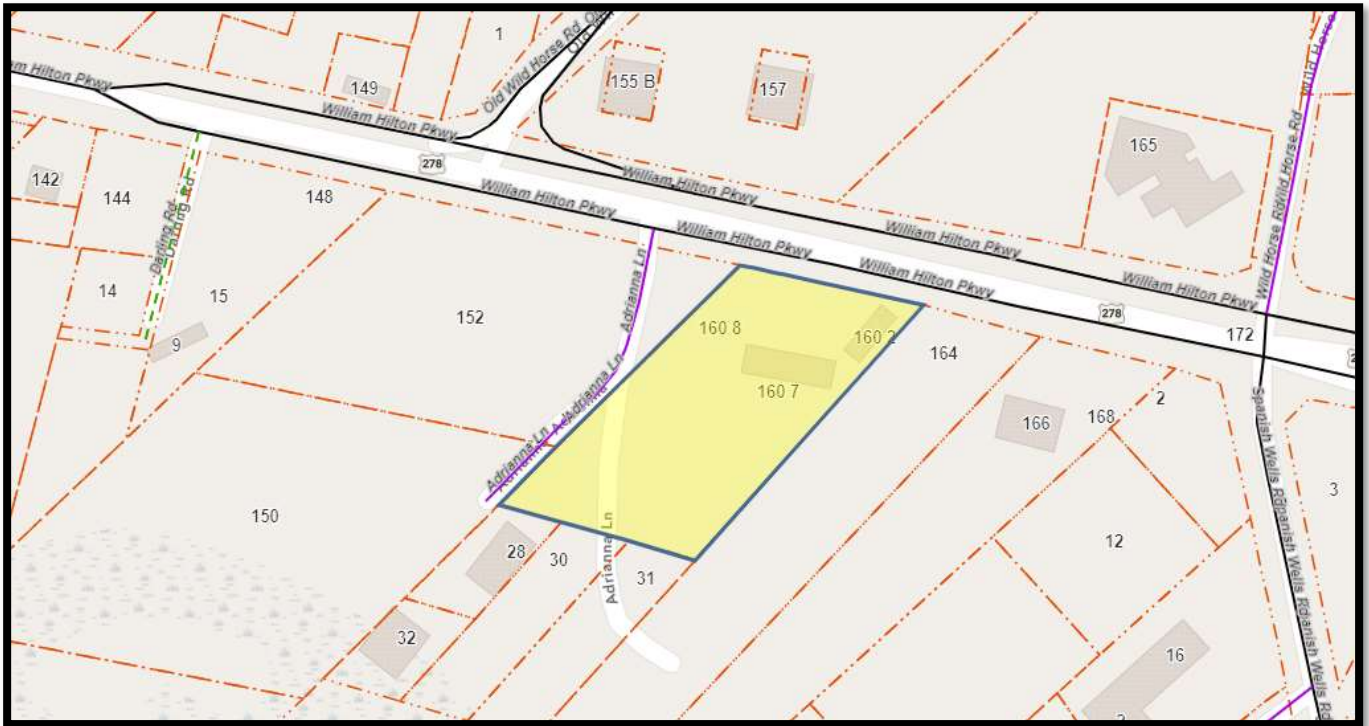


LAND SALE TWO

LOCATION: 160 William Hilton Parkway  
 Beaufort County, Hilton Head Island  
 Tax Parcel Number: R511 007 000 072A 0000

GRANTOR: Fairfield Square Hilton Head, LLC  
 GRANTEE: Town of Hilton Head Island  
 SALE DATE: October 08, 2020  
 SALE PRICE: \$475,000  
 DEED REFERENCE: Deed Book: 3919 Page: 2593  
 RECORDING INSTRUMENT: Limited Warranty Deed  
 FINANCING: Cash to seller, normal  
 INTEREST CONVEYED: Fee simple subject to normal matters of record  
 CONDITIONS OF SALE: Arm's length  
 INFORMATION SOURCE(S): Public records, 2015 MLS, Realist  
 LAND AREA: 1.83 acres (No Survey)  
 ZONING: S; Stony Mixed Use  
 FLOOD ZONE: Zone X  
 IMPROVEMENTS: Improvements were razed following the sale  
 UTILITIES: All major utilities were in immediate area and available  
 UNIT PRICE: \$259,563 per acre

COMMENTS: This is the sale of a mostly rectangular shaped 1.83-acre site located on the west side of William Hilton Parkway, just north of Spanish Wells Road. This property was acquired by the Town of Hilton Head Island for use as green space, park and recreation.

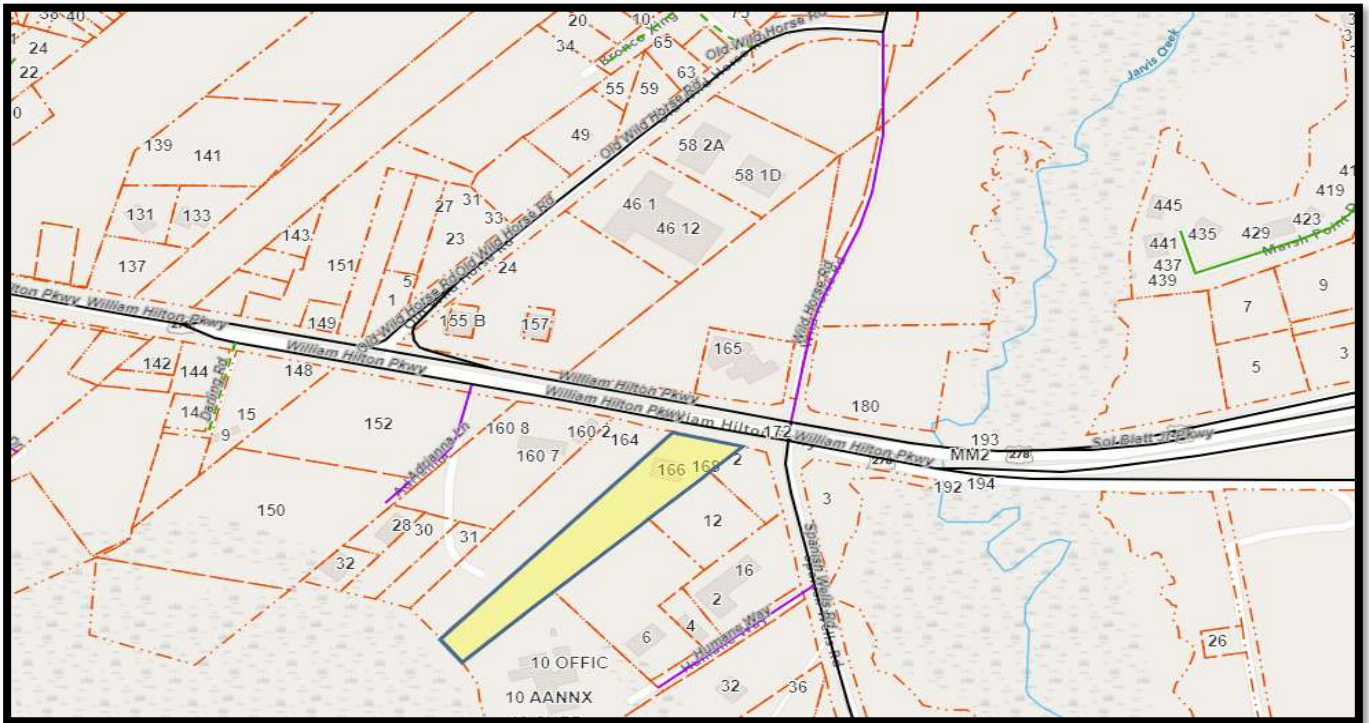


LAND SALE THREE

LOCATION: 166 William Hilton Parkway  
Beaufort County, Hilton Head Island, SC  
Tax Parcel Number: R511 007 000 073A 0000

GRANTOR: Williams, Edward N.  
GRANTEE: The Town of Hilton Head Island  
SALE DATE: October 07, 2020  
SALE PRICE: \$975,000  
DEED REFERENCE: Deed Book: 3928 Page: 0565  
RECORDING INSTRUMENT: Full Warranty Deed  
FINANCING: Cash to seller, normal  
INTEREST CONVEYED: Fee simple subject to normal matters of record  
CONDITIONS OF SALE: Arm's length, no special circumstances  
INFORMATION SOURCE(S): Public records  
LAND AREA: 2.6 acres (No Survey)  
ZONING: PR; Park and Recreation; Formally S; Stony Mixed Use  
FLOOD ZONE: Zone X  
IMPROVEMENTS: Improvements were razed following sale  
UTILITIES: All major utilities were in immediate area and available  
UNIT PRICE: \$375,000 per acre

COMMENTS: This is the sale of a mostly rectangular shaped 2.6-acre site located on the west side of William Hilton Parkway, just north of Spanish Wells Road. This property was acquired by the Town of Hilton Head Island for use as green space. It appears that this property was previously zoned S; Stony Mixed Use at the time of sale.

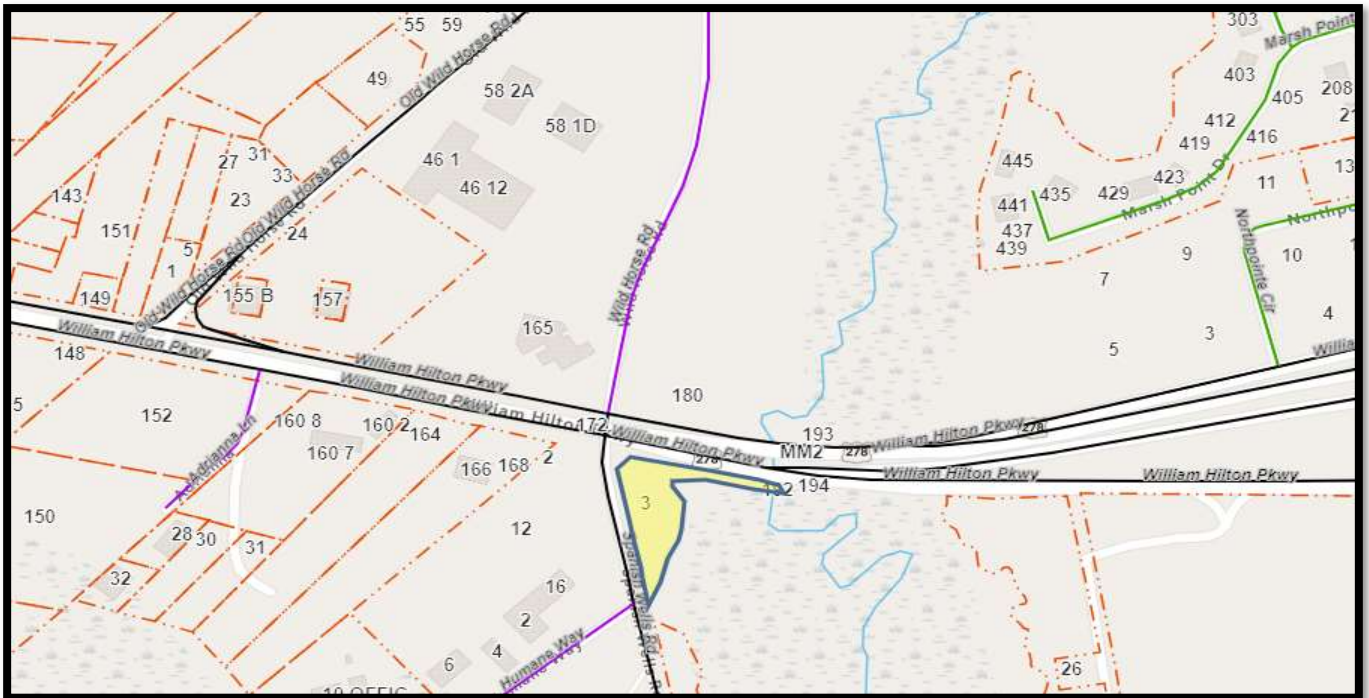


LAND SALE FOUR

LOCATION: 192 William Hilton Parkway  
 Beaufort County, Hilton Head Island, SC  
 Tax Parcel Number: R511 007 000 074F 0000

GRANTOR: MEGR, LLC  
 GRANTEE: The Town of Hilton Head Island  
 SALE DATE: January 08, 2020  
 SALE PRICE: \$114,000  
 DEED REFERENCE: Deed Book: 3826 Page: 2326  
 RECORDING INSTRUMENT: Limited Warranty Deed  
 FINANCING: Cash to seller, normal  
 INTEREST CONVEYED: Fee simple subject to normal matters of record  
 CONDITIONS OF SALE: Arm's length, no special circumstances  
 INFORMATION SOURCE(S): Public records  
 LAND AREA: 1.07 acres (No Survey)  
 ZONING: S; Stony Mixed Use  
 FLOOD ZONE: Zone AE  
 IMPROVEMENTS: None  
 UTILITIES: All major utilities were in immediate area and available  
 UNIT PRICE: \$106,542 per acre

COMMENTS: This is the sale of an irregular shaped 1.07-acre site located on the west side of William Hilton Parkway on the corner of Spanish Wells Road. This site was purchased by The Town of Hilton Head for greenspace, park, and recreation.



The sales are compared to the subject property based primarily on the following criteria:

**Zoning/Use:** Properties either in the same or similar zoning district, which is a precursor to developmental use or uses, as well as the actual intended use of the property were included.

**Size:** Smaller tracts tend to sell for higher unit prices when all other factors are held constant due to the economic principle of diminishing marginal utility.

**Topography:** Properties with a higher percentage of wetlands and/or non-usable area relative to usable area are considered inferior to those with a higher percentage of usable area.

My analysis of the comparable sales is provided as follows:

**Sale One:** This is the recent sale of a square shaped 0.52-acre site located on the west side of Mathews Drive, just south of the traffic circle and with a deeded access easement on Matilda Drive. This site has views of the marsh. According to my sources, this property was purchased by the Town of Hilton Head Island for green space to be designated as Park and Recreation land.

In my opinion, this sale is:

- Similar in terms of its location, and use. Superior in Zoning
- Superior in View.
- Superior in size.
- Similar in terms of its topography.

Overall, this sale is **superior** to the subject due primarily due to zoning, view and size. A reasonable unit value of the subject property as indicated by this sale should be **far less than** \$673,077 per acre.

**Sale Two:** This is an older sale of a mostly rectangular shaped 1.83-acre site located on the west side of William Hilton Parkway, just north of Spanish Wells Road. This property was acquired by the Town of Hilton Head Island for use as green space, park, and recreation. This property is an interior property with no view amenity.

In my opinion, this sale is:

- Similar to the subject in terms of its location, and use. Superior zoning.
- Inferior in View.
- Inferior to the subject in terms of its larger size.
- Similar to the subject in terms of its topography.

Overall, this sale is considered slightly inferior to the subject. Consequently, a reasonable unit value of the subject property as indicated by this sale should therefore be slightly greater than \$259,563 per acre.

**Sale Three:** This is an older sale of a mostly rectangular shaped 2.6-acre site located on the west side of William Hilton Parkway, just north of Spanish Wells Road. This property was acquired by the Town of Hilton Head Island for use as green space. This site has a view of the marsh.

In my opinion, this sale is:

- Similar to the subject in terms of its location and use. Superior zoning.
- Superior in View.
- Inferior to the subject in terms of its size
- Similar to the subject in terms of its topography.

Overall, this sale is considered superior to the subject due primarily to its zoning and view. A reasonable unit value of the subject property as indicated by this sale should therefore be **less than** \$375,000 per acre.

**Sale Four:** This is an older sale of an irregular shaped 1.07-acre site located on the west side of William Hilton Parkway on the corner of Spanish Wells Road. This site was purchased by The Town of Hilton Head for greenspace, park, and recreation. This site has a view of the marsh, but is believed to be impacted by wetlands or soil conditions which would limit development.

In my opinion, this sale is:

- Similar to the subject in terms of its location, and use. Superior zoning.
- Similar to the subject in terms of its size.
- Superior in View.
- Inferior to the subject in terms of its topography
- Inferior to the subject in terms of its shape.
- Inferior to the subject in terms of development potential.

Overall, this sale is considered **inferior** to the subject due primarily to its topography, shape and development potential. A reasonable unit value of the subject property as indicated by this sale should be significantly greater than \$106,542 per acre.

My analysis of the comparable sales and listing is summarized in the following table.

COMPARABLE LAND SALE TABULATION					
	Subject	Sale One	Sale Two	Sale Three	Sale Four
Location	Parcel 329 Beach City Rd	Por. Marshland Rd	160 Wm. Hilton Pkwy.	166 Wm. Hilton Pkwy.	192 Wm. Hilton Pkwy.
Sale Date	N/A	Aug. 10, 2023	Oct. 08, 2020	Oct. 07, 2020	Jan. 08, 2020
Sale Price	N/A	\$350,000	\$475,000	\$975,000	\$114,000
Gross Land Area	1.22	0.52	1.83	2.6	1.07
Usable Area	1.22	0.52	1.83	2.6	Unknown
% Usable	100%	100%	100%	100.0%	>100.0%
Zoning	PR	MF	S	S	S
Flood Zone	C	AE	X	X	AE
Utilities	All available	All available	All available	All available	All available
Price/Gross Acre	N/A	\$673,077	\$259,563	\$375,000	\$106,542
Comparison to Subject					
Zoning	PR	Superior	Superior	Superior	Superior
Size	1.22 Acres	Superior	Inferior	Inferior	Similar
Topography/View	Landscape/Park	Superior	Inferior	Superior	Similar
Shape	Rectangular	Similar	Similar	Similar	Inferior
Utilities	All available	Similar	Similar	Similar	Similar
Overall Comparison:	N/A	Superior	Slightly Inferior	Superior	Inferior

Based on my review of the comparable sales, I believe a reasonable unit value of the fee simple interest subject property should be less than Sale #1 and Sale #3; greater than Sale #4 and slightly greater than Sale #2. The leading indicator is Sale #2 with an average price per gross acre of \$259,563. The current market value of the fee simple interest of the subject property is calculated as follows.

**1.22 Acres x \$275,000 per Acre = \$335,500**

Estimated Value of the ± 0.11- acre portion to be released.

The value of the release portion is calculated as follows:

$$\frac{\text{Unit Value}}{\$275,000/\text{Acre}} \times \frac{\text{Released Area}}{0.11 \text{ Acres}} = \frac{\text{Value of Released Portion}}{\$30,250}$$

The value of the remainder portion is calculated as follows:

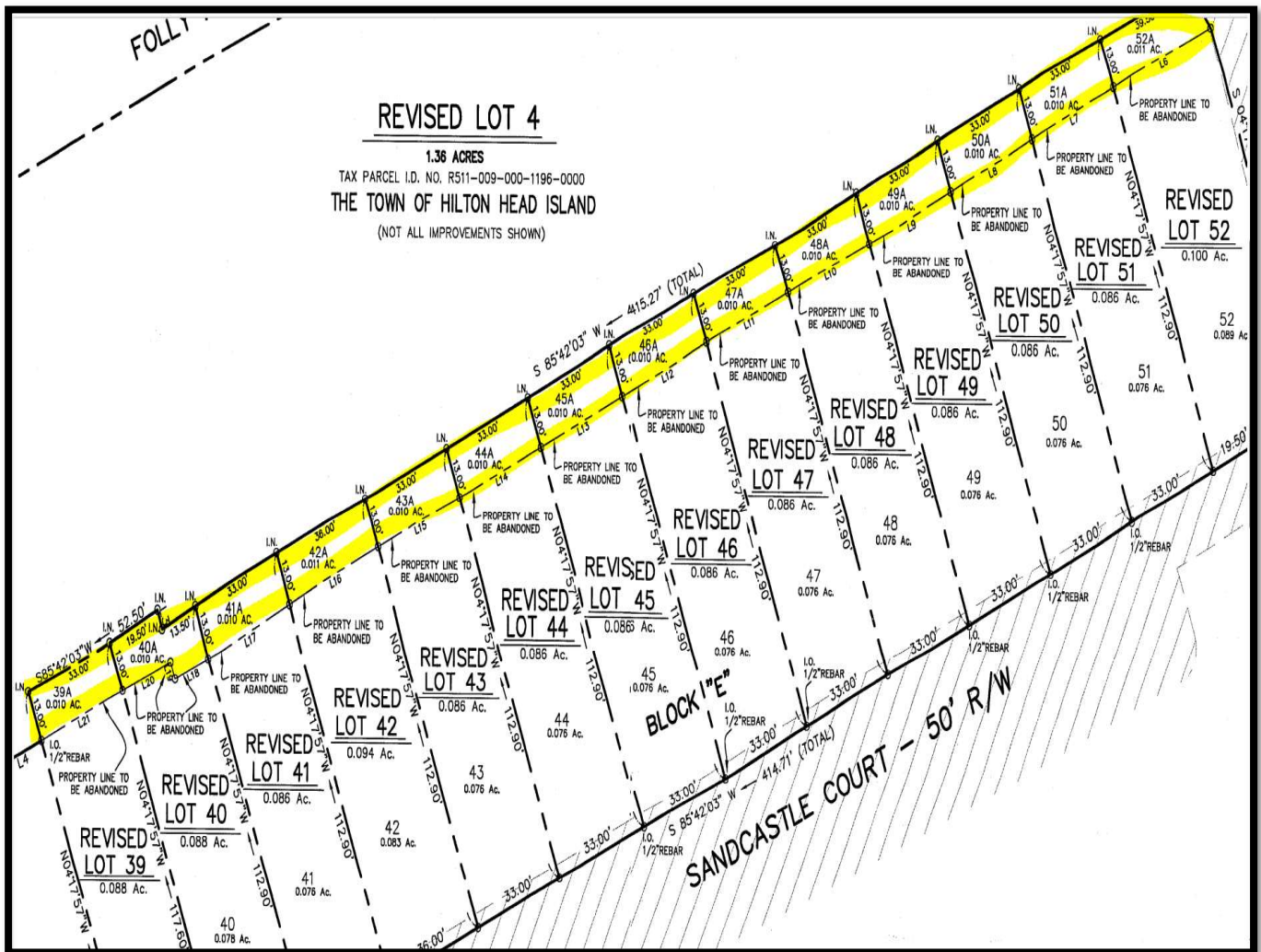
$$\frac{\text{Unit Value}}{\$275,000/\text{Acre}} \times \frac{\text{Remainder Area}}{1.11 \text{ Acres}} = \frac{\text{Value of Remainder Portion}}{\$305,250}$$

In addition, I have included a chart and plat map below itemizing the few transactions where the Town of Hilton Head sold off a portion of Town-owned property to owners of abutting sites. The sales below are



part of a bulk sale including fourteen 0.010 +/- acre portions. These transfers result in a price per acre of \$310,500.

TOWN OF HHI EASEMENT SALE TABULATION					
	Subject	Sale One	Sale Two	Sale Three	Sale Four
Location	Parcel 329 Beach City Rd	45A Folly Field Rd	44A Folly Field Rd	47A Folly Field Rd	46A Folly Field Rd
Sale Date	N/A	May 25, 2022	May 25, 2022	May 25, 2022	May 25, 2022
Sale Price	N/A	\$3,105	\$3,105	\$3,105	\$3,105
Gross Land Area	0.11	0.010	0.010	0.010	0.010
Usable Area	N/A	N/A	N/A	N/A	N/A
% Usable	0%	0%	0%	0%	0%
Price/Gross Acre	N/A	\$310,500	\$310,500	\$310,500	\$310,500





Sharon W. Bunn  
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA            )  
                                                          )  
COUNTY OF BEAUFORT                )            TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That **BDC Capital, Inc. f/k/a BDC Capital, LLC**, a Virginia corporation ("**Grantor**") in the State aforesaid, for and in consideration of the sum of **Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars** to the said Grantor in hand paid at and before the sealing of these presents by **Beaufort County and The Town of Hilton Head Island ("Grantees")**, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto said Grantees, Their Successors and Assigns forever, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION

TAX MAP# R510-005-000-0329-0000 &  
R510-005-000-010B-0000

GRANTEES' ADDRESS:   **Post Office Box 1228**  
                                                          **Beaufort, SC 29901**

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantees, Their Successors and Assigns, forever.

AND the said Grantor does hereby bind Grantor and Grantor's Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantees, as hereinabove provided, Their Successors and Assigns, against Grantor and Grantor's Successors and Assigns and against all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

ADD DMP Record 2/8/2013 08:45:52 AM  
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	0329	0000	00

ADD DMP Record 2/8/2013 08:45:59 AM  
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	005	000	010B	0000	00



Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R510 005 000 0329 0000	13670852	,	9/8/2023	2023	2023

Current Parcel Information			
Owner	BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD	Property Class Code	ResVac Recreational
Owner Address	PO BOX 1228 BEAUFORT SC 29901	Acreage	1.2200
Legal Description	OPEN SPACE BEACH CITY ROAD PB121 P171		

Historic Information					
Tax Year	Land	Building	Market	Taxes	Payment
2022	\$600		\$600	\$46.99	\$46.99
2021	\$600		\$600	\$46.93	\$48.34
2020	\$600		\$600	\$46.87	\$46.87
2019	\$600		\$600	\$46.82	\$46.82
2018	\$600		\$600	\$46.61	\$46.61
2017	\$600		\$600	\$46.59	\$46.59
2016	\$600		\$600	\$12.22	\$12.22
2015	\$600		\$600	\$12.16	\$12.52
2014	\$600		\$600	\$11.56	\$11.56
2013	\$600		\$600	\$411.56	\$411.56

Sales Disclosure						
Grantor	Book & Page	Date	Deed	Vacant	Sale Price	
BDC CAPITAL LLC	3210 2689	1/24/2013	Fu		\$350,000	
WHITE ANDRE J	2939 1787	2/23/2010	Ma		\$2,500	
		12/31/1776	Or		\$0	
UNKNOWN OWNER 13670852		12/31/1776	Or		\$0	

Improvements							
Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

**William Roberson Cobia, SRA**

As a real estate appraiser, William R. Cobia has extensive experience in valuations and analysis. Mr. Cobia's clients have included individuals, law firms, financial institutions and accounting firms throughout Coastal South Carolina and Coastal Georgia.

Education: University of Georgia – Psychology - 1994

Professional Real Estate Experience: Coastal Property Appraisals – 1997 – Present

Responsibilities include the timely preparation of appraisal reports for banks, government agencies, attorneys, corporations, and individuals. These assignments have involved a wide variety of property types including the following:

- |                                       |                                     |
|---------------------------------------|-------------------------------------|
| Single family residences              | Multi Family                        |
| Restaurants                           | Shopping centers                    |
| Professional/medical office buildings | Historic properties                 |
| Warehouses                            | Partial real estate interests       |
| Branch banks                          | Easements                           |
| Private estates                       | Vacant land                         |
| Hangars                               | Boat Slips                          |
| Churches                              | Marinas                             |
| Replacement Costs                     | Exceptional and Unique Custom Homes |

Professional Development:

Licenses:	GA Certified General Appraiser # 333346
	SC Certified General Appraiser # 3490
	FHA Certified

Activities/Affiliations	Member of the Appraisal Institute (SRA)
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Partial Client List:

- |                      |                  |
|----------------------|------------------|
| TD Bank              | Bank of America  |
| The Town of Bluffton | South State Bank |
| Coastal States Bank  | Wells Fargo Bank |
| Mortgage Network     | JP Morgan Chase  |
| Movement Mortgage    | Regions Bank     |
| Prime Lending        | Pulte Homes      |
| DR Horton            | Town of H.H.I    |

South Carolina Department of Labor, Licensing and Regulation  
**Real Estate Appraisers Board**

CERTIFIES THAT:  
**WILLIAM R COBIA**  
IS AUTHORIZED TO PRACTICE  
**Certified General Appraiser**



LICENSE NO. **AB .3490 CG**                      EXPIRATION DATE: 06/30/2024

To verify current license status, go to <http://verify.llronline.com/LicLookup/LookupMain.aspx>

2024/ \_\_\_\_

**AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY WITH TMS NO. R510 005 000 0329 0000, LOCATED ON BEACH CITY ROAD, HILTON HEAD ISLAND**

**WHEREAS**, Beaufort County (“County”) purchased real property and is the current fee simple co-owner of the real property with TMS No. R510 005 000 0329 0000 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on January 29, 2013, in Book 3210 Pages 2689-2692; hereinafter referred to as the “Property”; and

**WHEREAS**, the County purchased the Property through the Rural and Critical Lands Preservation Program for \$230,263 per acre, at a 70/30 cost share with the Town of Hilton Head Island (“Town”); and

**WHEREAS**, adjacent to the Property is the real property with TMS No. R510 005 000 010H 0000 and is currently owned by the White Family (“Residents”); hereinafter the “Adjacent Property”; and

**WHEREAS**, the Residents private access drive to the Adjacent Property was previously constructed on a portion of the Property; and

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

**WHEREAS**, the County and the Town desire to convey a 0.11 acre portion of the Property, as illustrated in the survey for Tax Parcel 329 dated August 4, 2023 (Exhibit A), for the appraised value of \$30,250 to be deposited in the County Rural and Critical Lands Preservation Program Fund (#4502).

**NOW, THEREFORE BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the Interim County Administrator to execute the necessary documents to convey a portion of property owned by Beaufort County with TMS No. R510 005 000 0329 0000 to Mr. Andre White, of which the proceeds will be returned to the Rural and Critical Lands Preservation Program land acquisition fund.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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

## Construction Adjustments and Appeals Board

RECOMMEND APPROVAL OF THE APPOINTMENT OF **MICHAEL MURPHY** TO THE BEAUFORT COUNTY CONSTRUCTION ADJUSTMENTS AND APPEALS BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2028.

- ❖ DISTRICT 4
- ❖ TERM TO BE SERVED: 1<sup>ST</sup> - VOTE NEEDED: 6/11
- ❖ OCCUPATION: PRES. & CHIEF STRATEGY OFFICER (INSURETEK, INC.)

RECOMMEND APPROVAL OF THE APPOINTMENT OF **STACEY CANADAY** TO THE BEAUFORT COUNTY CONSTRUCTION ADJUSTMENTS AND APPEALS BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2028.

- ❖ DISTRICT 4
- ❖ TERM TO BE SERVED: 1<sup>ST</sup> - VOTE NEEDED: 6/11
- ❖ OCCUPATION: ATTORNEY (TUPPER, GRIMSLEY, DEAN & CANADAY LLC)

## Accommodations Tax (2% State) Board

RECOMMEND APPROVAL OF THE APPOINTMENT OF **MARIE GIBBS** TO THE BEAUFORT COUNTY ACCOMMODATIONS TAX (2% STATE) BOARD FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2028.

- ❖ RECOMMENDED BY COUNCIL MEMBER GLOVER
- ❖ APPROVED BY DENISE CHRISTMAS, COUNCIL MEMBER LAWSON
- ❖ DISTRICT 3
- ❖ TERM TO BE SERVED: 1<sup>ST</sup> - VOTE NEEDED: 6/11
- ❖ OCCUPATION: MUSEUM COORDINATOR (PENN CENTER)

## Zoning Board of Appeals

RECOMMEND APPROVAL OF THE REAPPOINTMENT OF **DENNIS NIELSEN** TO THE BEAUFORT COUNTY ZONING BOARD OF APPEALS FOR A THREE-YEAR TERM WITH THE EXPIRATION DATE OF APRIL 2027

- ❖ DISTRICT 8
- ❖ TERM TO BE SERVED: 2<sup>ND</sup> - VOTE NEEDED: 8/11

## Beaufort-Jasper Water and Sewer Authority

RECOMMEND APPROVAL TO THE LEGISLATIVE DELEGATION OFFICE FOR THE REAPPOINTMENT OF **ROBERT MCFEE** TO THE BEAUFORT-JASPER WATER AND SEWER AUTHORITY FOR A SIX-YEAR TERM WITH THE EXPIRATION DATE OF MARCH 2030.

- ❖ DISTRICT 2
- ❖ TERM TO BE SERVED: 2<sup>ND</sup> - VOTE NEEDED: 8/11