



County Council Meeting Beaufort County, SC

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

Monday, April 22, 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- Chairman Joseph Passiment
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - *March 25, 2024*
6. ADMINISTRATOR'S REPORT
- [7.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING PENN CENTER 1862 CIRCLE WEEK - *Council Member York Glover*
- [8.](#) PRESENTATION OF A PROCLAMATION RECOGNIZING DR. JOHN L. COAXUM - *Council Member York Glover*

CITIZEN COMMENTS

[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.

COMMITTEE REPORTS

10. LIASION AND COMMITTEE REPORTS

PUBLIC HEARINGS AND ACTION ITEMS

11. APPROVAL OF CONSENT AGENDA

[12.](#) FIRST READING OF AN ORDINANCE AMENDING THE BEAUFORT COUNTY 2040 COMPREHENSIVE PLAN TO ADD THE BEAUFORT COUNTY LONG-TERM RESILIENCE STRATEGY AS AN APPENDIX - *Rob Merchant, Director of the Planning & Zoning Department*

[13.](#) FIRST READING OF AN ORDINANCE TO ACCEPT AND TO APPROPRIATE FUNDS FROM THE SOUTH CAROLINA OPIOID SETTLEMENT FUNDS. **(FISCAL IMPACT: The South Carolina Opioid Relief Fund (SCORF) award is \$582,606 for one year. No matching funds.)** - *Audra Antonacci – Ogden, ACA*

[14.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING CHAPTER 99 STORMWATER MANAGEMENT, ARTICLE II STORMWATER MANAGEMENT UTILITY SECTIONS 110, STORMWATER SERVICE FEE BILLING, DELINQUENCIES AND COLLECTIONS; AND 113, ENFORCEMENT AND PENALTIES OF THE BEAUFORT COUNTY CODE OF ORDINANCES

Vote at First Reading on April 8, 2024 - 10:0

[15.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING ORDINANCE 2023/32 AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE

Vote at First Reading on April 8, 2024 - 10:0

[16.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION, ARTICLE VII FINANCE, DIVISION 2 FEES AND SERVICE CHARGES GENERALLY, SECTION 2-437 ROAD USE FEE OF THE BEAUFORT COUNTY CODE OF ORDINANCES

Vote at First Reading on April 8, 2024 - 10:0

[17.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES PURSUANT TO A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND CHEROKEE BEAUFORT, LLC

The Vote at First Reading on April 8, 2024 - 10:0

[18.](#) APPROVAL OF A RESOLUTION TO NAME THE PORT ROYAL LIBRARY FACILITY IN HONOR OF THE FORMER TOWN OF PORT ROYAL MAYOR, SAMUEL E. MURRAY - *Charles Atkinson, Assistant County Administrator*

[19.](#) APPROVAL OF A RESOLUTION RECOGNIZING FAIR HOUSING MONTH - *Audra Antonacci – Ogden, Assistant County Administrator*

[20.](#) APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBERS R100-026-00A-0260-0000 and R100-026-00A-0261-0000 AND ALSO KNOWN AS BOUNDARY STREET LOGAN **(FISCAL IMPACT: up to \$335,000 plus closing costs using account # 4500-80-0000-54400 with a current balance: \$5,902,379)** - *Amanda Flake, Natural Resources Planner*

CITIZEN COMMENTS

21. CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

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EXECUTIVE SESSION

- 22. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2): RECEIPT OF LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING CLAIMS THAT ARE COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (PINE ISLAND HOLDINGS, LLC V BEAUFORT COUNTY)
 - 23. PURSUANT TO S.C. CODE 30-4-70(A)(2): RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (PENDING LITIGATION - PUALSEN V BEAUFORT COUNTY AND JAMES BECKERT)
 - 24. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) DISCUSSIONS OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND POTENTIAL PURCHASING OF PROPERTY (PROJECT BRAVO)
-

END OF EXECUTIVE SESSION

- 25. MATTERS ARISING OUT OF EXECUTIVE SESSION
- 26. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Community Services and Public Safety Committee

1. APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSION/NEGOTIATIONS FOR THE PROPOSED FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS WALLACE CREEK (**FISCAL IMPACT: Up to \$20,000 for due diligence using account # 4500-80-0000-51160 with a balance of \$5,902,379** - Amanda Flake, Natural Resource Planner)

Items Originating from the Finance, Administration, and Economic Development

2. RECOMMEND APPROVAL FOR A REQUEST TO DISBURSE ALLOCATED ARPA-GOOD NEIGHBOR FUNDS TO THE TOWN OF BLUFFTON (**FISCAL IMPACT: This request is for \$500,000 and constitutes their full allocation. Funds remaining in the Good Neighbor Fund after this disbursement are: \$566,000. Remaining funds are allocated to Hardeeville and Yemassee**) - Jared Fralix – Assistant County Administrator
3. RECOMMEND APPROVAL FOR A REQUEST TO PURCHASE (1) NEW 36 PASSENGER BUS MODEL: STARCRAFT ALLSTAR XL (**FISCAL IMPACT: \$188,760. The funding source is Parks and Recreation Capital Fund 2662 in line item: 2662-60-0000-54200 with a balance of \$442,000**) - Eric Brown, Parks and Recreation Director

END OF CONSENT AGENDA

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

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



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

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/300692>

1. CALL TO ORDER

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

PRESENT

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

ABSENT

Council Member Gerald Dawson

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance and Council Member Howard 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 published, posted and distributed in compliance with the SC Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Cunningham, Seconded by Council Member Brown to approve the agenda.

The Vote - Motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Vice-Chairman McElynn, Seconded by Council Member Brown to approve the minutes from February 26, 2024.

The Vote - Motion was approved without objection.

6. INVESTIGATION REPORT AND RECOMMENDATIONS BY HAYNSWORTH SINKLER BOYD, P.A.

Boyd Nicholson, Jr., a shareholder and managing partner at Haynsworth Sinkler Boyd, presented the firms findings.

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

<https://beaufortcountysc.new.swagit.com/videos/300692>

7. ADMINISTRATION'S ACTIONS AS RESULT OF INVESTIGATIONS AND REPORT AND RECOMMENDATIONS OF HAYNSWORTH SINKER BOYD, P.A.

Interim Administrator, John Robinson, presented administrations response to the findings.

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

<https://beaufortcountysc.new.swagit.com/videos/300692>

8. ADMINISTRATOR'S REPORT

To hear the administrators report please watch the video below.

<https://beaufortcountysc.new.swagit.com/videos/300692>

9. CITIZEN COMMENT PERIOD - 15 MINUTES TOTAL

Citizen comment was taken.

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

<https://beaufortcountysc.new.swagit.com/videos/300692>

10. LIASION AND COMMITTEE REPORTS

Council Members Howard, Reitz, Tabernick and Chairman Passiment all gave reports.

11. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Vice-Chairman McElynn, Seconded by Council Member Lawson to approve the following consent agenda items: 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 located on Beach City Road, Hilton Head Island; and board and commission appointments and reappointments.

The Vote - Motion was approved without objection.

12. 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

- 13. 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.**

Motion: It was moved by Council Member Tabernik, Seconded by Vice-Chairman McElynn to approve 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.

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

The Vote - Motion was approved without objection.

- 14. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING CHAPTER 66 TAXATION, ARTICLE V HOSPITALITY TAX OF THE BEAUFORT COUNTY CODE OF ORDINANCES**

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Howard to approve public hearing and second reading of an ordinance to amend chapter 66 Taxation, Article V Hospitality Tax of the Beaufort County Code of Ordinances.

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

The Vote - Motion was approved without objection.

- 15. 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**

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Brown to approve public hearing and second reading of an ordinance to amend chapter 66 Taxation, Article II Accommodations Tax Board Division 1. Generally, and Division 2. Accommodations (3%) Tax.

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Tabernik, Council Member Cunningham. Voting Nay: Council Member Reitz. The motion passed 9:1.

16. 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

Motion: It was moved by Council Member Lawson, Seconded by Council Member Glover to approve 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 SC Code of Laws.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Tabernik, Council Member Cunningham. Voting Nay: Council Member Reitz. The motion passed 9:1.

17. 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)

Motion It was moved by Council Member Howard, Seconded by Council Member Bartholomew to 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.

The Vote - Motion was approved without objection.

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

Motion: It was moved by Council Member Glover, Seconded by Council Member Howard to approve a resolution authorizing the interim county administrator to enter into an intergovernmental agreement 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.

The Vote - Motion was approved without objection.

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.

Motion: It was moved by Council Member Glover, Seconded by Council Member Bartholomew to approve 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.

The Vote - Motion was approved without objection.

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

Motion It was moved by Council Member Bartholomew, Seconded by Council Member Howard to approve 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.

The Vote - Motion was approved without objection.

21. RECOMMEND THE APPOINTMENT OF THOMAS MIKE, SR. TO THE BEAUFORT JASPER SEWER WATER AUTHORITY BOARD

Motion: It was moved by Council Member Lawson, Seconded by Council Member Tabernik to recommend the appointment of Thomas Mike, Sr., to the BJWSA Board.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Lawson, Council Member Tabernik, Council Member Cunningham, Council Member Reitz. Voting Nay: Council Member Glover, Council Member Howard. The motion passed 8:2.

22. CITIZEN COMMENT PERIOD

Citizen comment was taken.

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23. ADJOURNMENT

The meeting Adjourned at 6:42PM

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:

~Proclamation~

Whereas, the historic Penn Center established the 1862 Circle in 2003 to recognize national leaders who embody the spirit of the Penn Center and who will serve as advocates on its behalf; and

Whereas, the Penn Center 1862 Circle was convened in the Beaufort community at an annual spring event around a theme and a guest speaker; and

Whereas, the members of the 1862 Circle serve as ambassadors to spread the word about the enduring history and culture of the Sea Islands; and

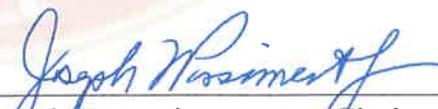
Whereas, inductees into the 1862 Circle this year are Dr. Eric Foner, Reconstruction Historian; Rev. Jesse Louis Jackson, Civil Rights Activist; Honorable Raphael Warnock, U.S. Senator of Georgia; Mr. Jim Felder, Civil Rights Activist; Mr. Bernie L. Washington, Former Penn Center Executive Director; Mr. Cecil Williams, Civil Rights Photographer. In Memoriam: Frieda Mitchell, Childcare Advocate; Mildred Ladson Jennette, Nurse and Community Leader, St. Helena; Septima Clark, Civil Rights, and Citizenship Trainer; and Hastings Grantt, SC Reconstruction Era Legislator and Land Grantor for the Penn School Site.

Now, Therefore, be it resolved by the Beaufort County Council, hereby proclaims, April 21 – April 27, 2024, as:

PENN CENTER 1862 CIRCLE WEEK

We encourage everyone to recognize the significance of Penn Center, Inc.'s mission to preserve and promote the history and culture of the Sea Islands.

Dated this 22nd Day of April 2024



 Joseph F Passiment, Jr., Chairman
 Beaufort County Council



~ Proclamation ~

Whereas Dr. John L. Coaxum was a lifetime member of the Samuel J. Bush Post 207, the American Legion Department of South Carolina, where he was a post commander for one year, an Adjutant for fifty-eight years, and a District Commander for twenty-six years; and

Whereas As District Commander, Dr. Coaxum organized five posts. He was Zone 5 Commander for two years and Chairman of the Credential Committee for six. For two years, he served as Chairman of the Oratorical Committee; and

Whereas Dr. Coaxum attended several National Conventions as well as several American Legion conferences in Washington, D.C., and it was rare for Dr. Coaxum to miss an American Legion post meeting or a State Department convention or conference; and

Whereas Dr. Coaxum received a Bachelor of Science in Mathematics from Allen University, a Masters from Southeastern Oklahoma University, and a PhD in Education Administration from Nova University. Dr. Coaxum retired from Beaufort County School District after 34 years. Eight years as an educator and twenty-six years as an Administrator; and

Whereas Dr. Coaxum was a twenty-seven-year member of the Shiners who affirmed religious tolerance, patriotism, freedom, charity, and integrity. Dr. Coaxum was a twenty-six-year member of the Masons who was dedicated to fellowship, morals, discipline, charity, and obedience to the law; and

Whereas Dr. Coaxum was a member of the Omega Psi Phi Fraternity and was presented with a service award for thirty-five years of devotion and service and exemplifying the Four Cardinal Principles: Manhood, Scholarship, Perseverance, and Uplift. Dr. Coaxum was a member of Grace AME Church since 1944, where he was a steward and leader for forty years; and

Now, therefore, it is resolved that Beaufort County Council extends its gratitude to Dr. John L. Coaxum for his service and dedication to his community and country.

Dr. John L. Coaxum

August 2, 1932-April 12, 2024



Dated this 22nd Day of April 2024

Joseph F. Passiment, Jr.

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

COUNTY COUNCIL
CITIZENS COMMENTS 1ST PORTION
AGENDA ITEMS ONLY

DATE: 4/22/24
PRINT FULL NAME: KRISTIA FLANDERS
Agenda Item to be addressed: 13

COUNTY COUNCIL
CITIZENS COMMENTS 2ND PORTION
Any Topic

DATE: 04/22/24
PRINT FULL NAME: Kade Yarborough
TOPIC: Daufuskie Island

COUNTY COUNCIL
CITIZENS COMMENTS 2ND PORTION
Any Topic

DATE: 5/22/24
PRINT FULL NAME: Carrie B. Major
TOPIC: St. Helena Community Youth Ctr.

COUNTY COUNCIL
CITIZENS COMMENTS 2ND PORTION
Any Topic

DATE: 04/22/24
PRINT FULL NAME: MARQUA FIREBALL
TOPIC: PARKS AND REC

COUNTY COUNCIL
CITIZENS COMMENTS 2nd PORTION
DATE: 4/22 Any Topic
PRINT FULL NAME: Tom Donahue
TOPIC: Litter pickup

COUNTY COUNCIL
CITIZENS COMMENTS 2nd PORTION
DATE: 4/22/24 Any Topic
PRINT FULL NAME: Joyce Gibbs
TOPIC: Ramsey + Jennings Rd.

COUNTY COUNCIL
CITIZENS COMMENTS 2nd PORTION
DATE: 4-22-2024 Any Topic
PRINT FULL NAME: Brenda Brown
TOPIC: Rezone

COUNTY COUNCIL
CITIZENS COMMENTS 2nd PORTION
DATE: 4-22-24 Any Topic
PRINT FULL NAME: William Brown
TOPIC: Rezone

THE

FREEDMEN OF PORT ROYAL,

SOUTH-CAROLINA.

OFFICIAL REPORTS

OF

EDWARD L. PIERCE.



NEW-YORK:
REBELLION RECORD,
441 AND 448 BROADWAY.
1863.

THE NEGROES AT PORT ROYAL, S. C.

REPORT OF THE GOVERNMENT AGENT.

AN opportunity was afforded me, while on a visit to Port Royal, extending from March twenty-fifth to April tenth, to survey the plantations, the schools, and the regiments. There are in the Department more than thirty schools, conducted by as many as forty teachers, and attended by an average number of two thousand pupils, and frequented more or less by another thousand, the main body of the pupils being from seven to fifteen years of age. The advanced classes were reading simple stories and didactic passages in the ordinary school-books, and those who had enjoyed a briefer period of teaching, were reading short sentences or learning the alphabet—simple lessons in arithmetic, geography, and writing being taught in some of the schools. The eagerness for knowledge and facility of acquisition displayed in the beginning, had not abated.

The laborers, composed of women and children and disabled men exempted from the draft, were working of their own accord and without compulsion, upon patches set apart for them, larger or smaller as they desired, having each taken a proper amount for corn, and one, two, or three acres for cotton. There was some derangement of labor at certain points, due to the draft and to the excitement and disorder attending military movements; otherwise the industrial results were satisfactory.

There had been an evident development of manhood among the people, demonstrated in their disposition to acquire the conveniences and comforts of household life, in their desire to become proprietors of land—five out of the forty-seven plantations recently sold for taxes having been bought by negroes, who united their funds for the purpose—in their growing consciousness of rights, and readiness to defend them when assailed by white men, and in their voluntary enlistment as soldiers, under a sense of obligation to aid us, their allies, to uphold the honor of their race, and to rescue their kindred still in bonds.

As a people, they are not exempt from the frailties of our common humanity, or from the vices which hereditary bondage always superadds to these. As it is said to take three generations to subdue a freeman completely to a slave, it may not be possible in one alone to restore the pristine manhood. One who expects to find in emancipated slaves complete men and women, or to realize in them some fair dream of an ideal race, will meet disappointment; but there is nothing in their nature or condition to daunt the Christian patriot; nay, rather, there is every thing to cheer and fortify his faith. They have shown capacity for knowledge, for free industry, for subordination to law and discipline, for soldierly fortitude, for social and family relations,

for religious aspiration and culture; and these qualities, stirred and sustained by the activities and rewards of a just society, and combining with the currents of our continental civilization, will, under the guidance of a benevolent Providence, which forgets neither them nor us, make them a constantly progressive race, and secure them ever after from the calamity of another enslavement, and ourselves from the worse calamity of being again their oppressors. E. L. P.

BOSTON, May 1, 1863.

PORT ROYAL, February 8, 1862.

To the Hon. Salmon P. Chase, Secretary of the Treasury:

DEAR SIR: My first communication to you was mailed on the third day after my arrival. The same day I mailed two letters to benevolent persons in Boston, mentioned in my previous communications to you, asking for contributions of clothing, and for a teacher or missionary to be sent, to be supported by the charity of those interested in the movement, to both of which favorable answers have been received. The same day I commenced a tour of the larger islands, and ever since have been diligently engaged in anxious examination of the modes of culture—the amount and proportions of the products—the labor required for them—the life and disposition of the laborers upon them—their estimated numbers—the treatment they have received from their former masters, both as to the labor required, the provisions and clothing allowed, and the discipline imposed—their habits, capacities, and desires, with special reference to their being fitted for useful citizenship—and generally whatever concerned the well-being, present and future, of the territory and its people. Visits have also been made to the communities collected at Hilton Head and Beaufort, and conferences held with the authorities, both naval and military, and other benevolent persons interested in the welfare of these people, and the wise and speedy reorganization of society here. No one can be impressed more than myself with the uncertainty of conclusions drawn from experiences and reflections gathered in so brief a period, however industriously and wisely occupied. Nevertheless, they may be of some service to those who have not been privileged with an equal opportunity.

Of the plantations visited, full notes have been taken of seventeen, with reference to number of negroes in all; of field-hands; amount of cotton and corn raised, and how much per acre; time and mode of producing and distributing manure; listing, planting, cultivating, picking, and ginning cotton; labor required of each hand; allowance of food and clothing; the capacities of the labor-

shall be achieved here, the experiment may anywhere else be hopefully attempted.

The former white population, so far as can be ascertained, are rebels, with one or two exceptions. In January, 1861, a meeting of the planters on St. Helena Island was held, of which Thomas Aston Coffin was chairman. A vote was passed, stating its exposed condition, and offering their slaves to the Governor of South-Carolina, to aid in building earth works, and calling on him for guns to mount upon them. A copy of the vote, probably in his own handwriting, and signed by Mr. Coffin, was found in his house.

It is worthy of note that the negroes now within our lines are there by the invitation of no one; but they were on the soil when our army began its occupation, and could not have been excluded, except by violent transportation. A small proportion have come in from the main land, evading the pickets of the enemy and our own, something easily done in an extensive country, with whose woods and creeks they are familiar.

The only exportable crop of this region is the long staple Sea Island cotton, raised with more difficulty than the coarser kind, and bringing a higher price. The agents of the Treasury Department expect to gather some two million five hundred thousand pounds of ginned cotton the present year, nearly all of which had been picked and stored before the arrival of our forces. Considerable quantities have not been picked at all, but the crop for this season was unusually good. Potatoes and corn are raised only for consumption on the plantations—corn being raised at the rate of only twenty-five bushels per acre.

Such features in plantation life as will throw light on the social questions now anxiously weighed deserve notice.

In this region, the master, if a man of wealth, is more likely to have his main residence at Beaufort, sometimes having none on the plantation, but having one for the driver, who is always a negro. He may, however, have one, and an expensive one, too, as in the case of Dr. Jenkins, at St. Helena, and yet pass most of his time at Beaufort, or at the North. The plantation in such cases is left almost wholly under the charge of an overseer. In some cases there is not even a house for an overseer, the plantation being superintended by the driver, and being visited by the overseer living on another plantation belonging to the same owner. The houses for the overseers are of an undesirable character. Orchards of orange or fig-trees are usually planted near them.

The field-hands are generally quartered at some distance—eighty or one hundred rods—from the overseer's or master's house, and are ranged in a row, sometimes in two rows, fronting each other. They are sixteen feet by twelve, each appropriated to a family, and in some cases divided with a partition. They numbered, on the plantations visited, from ten to twenty, and on the Coffin plantation they are double, numbering twenty-three double houses, intended for forty-six families. The yards seemed to swarm with children, the negroes coupling at an early age.

Except on Sundays, these people do not take their meals at a family table, but each one takes his hominy, bread, or potatoes, sitting on the floor or a bench, and at his own time. They say their masters never allowed them any regular time for meals. Whoever, under our new system, is charged with their superintendence should see that they attend more to the cleanliness of their persons and houses, and that, as in families of white people, they take their meals together at a table—habits to which they will be more disposed when they are provided with another change of clothing, and when better food is furnished and a proper hour assigned for meals.

Upon each plantation visited by me, familiar conversations were had with several laborers, more or less extended as time permitted—sometimes inquiries made of them, as they collected in groups, as to what they desired us to do with and for them, with advice as to the course of sobriety and industry which it was for their interest to pursue under the new and strange circumstances in which they were now placed. Inquiries as to plantation economy, the culture of crops, the implements still remaining, the number of persons in all, and of field-hands, and the rations issued, were made of the drivers, as they are called, answering as nearly as the two different systems of labor will permit to foremen on farms in the free States. There is one on each plantation—on the largest one visited, two. They still remained on each visited, and their names were noted. The business of the driver was to superintend the field-hands generally, and see that their tasks were performed fully and properly. He controlled them, subject to the master or overseer. He dealt out the rations. Another office belonged to him; he was required by the master or overseer, whenever he saw fit, to inflict corporal punishment upon the laborers; nor was he relieved from this office when the subject of discipline was his wife or children. In the absence of the master and overseer, he succeeded to much of their authority. As indicating his position of consequence, he was privileged with four suits of clothing a year, while only two were allowed to the laborers under him. It is evident, from some of the duties assigned to him, that he must have been a person of considerable judgment and knowledge of plantation economy, not differing essentially from that required of the foreman of a farm in the free States. He may be presumed to have known, in many cases, quite as much about the matters with which he was charged as the owner of the plantation, who often passed but a fractional part of his time upon it.

The driver, notwithstanding the dispersion of other laborers, quite generally remains on the plantation, as already stated. He still holds the keys of the granary, dealing out the rations of food, and with the same sense of responsibility as before. In one case I found him in a controversy with a laborer, to whom he was refusing his peck of corn, because of absence with his wife on another plantation when the corn was gathered—it being gathered since the arrival of our army.

them, and if they did not behave well now and respect our agents and appear willing to work, Mr. Lincoln would give up trying to do any thing for them, and they must give up all hope of any thing better, and their children and grandchildren a hundred years hence would be worse off than they had been. I told them they must stick to their plantations and not run about and get scattered, and assured them that what their masters had told them of our intention to carry them off to Cuba and sell them was a lie, and their masters knew it to be so, and we wanted them to stay on the plantations and raise cotton, and if they behaved well, they should have wages—small, perhaps, at first; that they should have better food, and not have their wives and children sold off; that their children should be taught to read and write, for which they might be willing to pay something; that by and by they would be as well off as the white people, and we would stand by them against their masters ever coming back to take them. The importance of exerting a good influence on each other, particularly on the young men, who were rather careless and roving, was urged, as all would suffer in good repute from the bad deeds of a few. At Hilton Head, where I spoke to a meeting of two hundred, and there were facts calling for the counsel, the women were urged to keep away from the bad white men, who would ruin them. Remarks of a like character were made familiarly on the plantations to such groups as gathered about. At the Hilton Head meeting, a good-looking man, who had escaped from the southern part of Barwell District, rose and said, with much feeling, that he and many others should do all they could by good conduct to prove what their masters said against them to be false, and to make Mr. Lincoln think better things of them. After the meeting closed, he desired to know if Mr. Lincoln was coming down here to see them, and he wanted me to give Mr. Lincoln his compliments, with his name, assuring the President that he would do all he could for him. The message was a little amusing, but it testified to the earnestness of the simple-hearted man. He had known Dr. Brisbane, who had been compelled some years since to leave the South because of his sympathy for slaves. The name of Mr. Lincoln was used in addressing them, as more likely to impress them than the abstract idea of government.

It is important to add that in no case have I attempted to excite them by insurrectionary appeals against their former masters, feeling that such a course might increase the trouble of organizing them into a peaceful and improving system, under a just and healthful temporary discipline; and besides, that it is a dangerous experiment to attempt the improvement of a class of men by appealing to their coarser nature. The better course toward making them our faithful allies, and therefore the constant enemies of the rebels, seemed to be to place before them the good things to be done for them and their children, and sometimes reading passages of Scripture appropriate to their lot, without, however, note

or comment, never heard before by them, or heard only when wrested from their just interpretation; such, for instance, as the last chapter of St. James's Epistle, and the Glad Tidings of Isaiah: "I have come to preach deliverance to the captive." Thus treated and thus educated, they may be hoped to become useful coadjutors, and the unconquerable foes of the fugitive rebels.

There are some vices charged upon these people which deserve examination. Notwithstanding their religious professions, in some cases more emotional than practical, the marriage relation, or what answers for it, is not, in many instances, held very sacred by them. The men, it is said, sometimes leave one wife and take another,—something likely to happen in any society where it is permitted or not forbidden by a stern public opinion, and far more likely to happen under laws which do not recognize marriage, and dissolve what answers for it by forced separations, dictated by the mere pecuniary interest of others. The women, it is said, are easily persuaded by white men,—a facility readily accounted for by the power of the master over them, whose solicitation was equivalent to a command, and against which the husband or father was powerless to protect, and increased also by the degraded condition in which they have been placed, where they have been apt to regard what ought to be a disgrace as a compliment, when they were approached by a paramour of superior condition and race. Yet often the dishonor is felt, and the woman, on whose several children her master's features are impressed, and through whose veins his blood flows, has sadly confessed it with an instinctive blush. The grounds of this charge, so far as they may exist, will be removed, as much as in communities of our own race, by a system which shall recognize and enforce the marriage relation among them, protect them against the solicitations of white men as much as law can, still more by putting them in relations where they will be inspired with self-respect and a consciousness of their rights, and taught by a pure and plain-spoken Christianity.

In relation to the veracity of these people, so far as my relations with them have extended, they have appeared, as a class, to intend to tell the truth. Their manner, as much as among white men, bore instinctive evidence of this intention. Their answers to inquiries relative to the management of the plantations have a general concurrence. They make no universal charges of cruelty against their masters. They will say, in some cases, that their own was a very kind one, but another one in that neighborhood was cruel. On St. Helena Island they spoke kindly of "the good William Fripp," as they called him, and of Dr. Clarence Fripp; but they all denounced the cruelty of Alvira Fripp, recounting his inhuman treatment of both men and women. Another concurrence is worthy of note. On the plantations visited, it appeared from the statements of the laborers themselves, that there were, on an average, about one hundred and thirty-three pounds of cotton produced to the acre, and five

BEAUFORT DISTRICT.

NAME OF HEAD OF FAMILY.	Free white males of 16 years and upward, including heads of families.				Slaves.	NAME OF HEAD OF FAMILY.	Free white males of 16 years and upward, including heads of families.				Slaves.			
	Free white males under 16 years.	Free white females, including heads of families.	All other free persons.	Slaves.			Free white males of 16 years and upward, including heads of families.	Free white males under 16 years.	Free white females, including heads of families.	All other free persons.		Slaves.		
Hill, Joseph	1	4		107	Waight, Isaac	1			20	Baynard, Wm	1	1		22
Hayward, Tho.	1	1		175	Walt, Doc.	1	1		7	Fripp, Wm	2	2		41
Hoyer, Genip	1	2		2	Stone, Francis	1	1		1	Fripp, Wm (plant)	2	2		37
Hosler, Henry	1	2		2	Stone, Jno	1	1		5	Fripp, Paul	2	2		37
Hughlin, Sarah	1	2		27	Stedman, Jo	1	1		2	Fripp, Eliz	1	1		10
Hamilton, Ja	1	2		57	Smart, Wm	1	1		3	Hogg, William	2	2		11
Hudson, Esther	1	3		128	Smart, Silas	2	2		5	Shop, Toby	2	2		42
Hooks, Elisha	1	2		12	Smart, Jas	1	1		6	Strain, Archib	1	1		22
Hornsby, Belling	1	2		8	Smart, Nathan	1	1		3	Isaac, Barton	1	1		8
Hann, Abrahm	1	2		14	Shipes, Jacob	1	1		3	Mackee, Jno	1	1		55
Hart, Isaac	3	2		1	Souls, Ja	1	1		1	Island, Richd	1	1		2
Hosler, Will	1	2		1	Souls, Potience	1	1		3	Manning, Robt	1	1		3
Stout, Jno	1	2		1	Sols, Jno	1	1		4	Cooler, Jno	1	1		1
Shivers, Mary	2	2		1	Sols, Cha	2	2		1	M-Kimmy, Wm	1	1		2
Shaw, Jno	2	2		1	Solls, Meredith	1	1		4	Mungin, Wm	1	1		41
Samnders, Moses	1	2		1	Studstill, Huctus	1	1		4	Mungin, Cathr	1	1		23
Skilling, Wm	1	2		1	Spillars, Jesse	1	1		1	Savage, Daniel	1	1		20
Spillars, Higdon	1	2		1	Spears, Jo	1	1		2	Patterson, Jesse	1	1		2
Shurra, Ja	1	2		1	Stuart, Chas	1	1		2	Perkins, Jno	1	1		2
Shurtin, Jno	1	2		1	Smith, Saml	1	1		3	Martinsangel, Abr	1	1		11
Stone, Mvill	1	2		1	Shuman, Martin	1	1		1	Mungin, Jno	1	1		1
Sullivan, Tho	1	2		1	Salters, Franc	1	1		5	White, Jno	1	1		18
Sonart, Francis	1	2		9	Scott, Catherine	1	1		2	Rose, Heze	1	1		4
Shepperd, Eve	1	1		55	Surton, Tho	1	1		1	Strain, Jas	1	1		84
Scott, Tho	1	2		21	Stoney, Jno	1	1		2	Rooswell, Jno	1	1		32
Strable, Jo	1	2		83	Sams, Will	4	4		3	Baynard, Tho	1	1		1
Stuart, D Jno	1	2		36	Stephen, Dan (pl)	1	1		1	Bowman, Jno	1	1		26
Stephens, Jno	2	2		12	Bradshaw, Eliz	1	1		2	Rumels, Wm	2	2		45
Scott, David	1	1		2	Boiley, Jos	1	1		3	Matthews, Rich	1	1		1
M-Knight, Eliz	1	1		2	Braughton, Rich	1	1		4	Crafford, M	1	1		217
M-Lenion, Mary	1	2		2	Barnwell, Edw	2	2		3	Rutledge, Jno (plant)	2	2		4
Malpass, Jno	1	2		2	Barnwell, Mary	2	2		4	Martin, Robert	1	1		2
Matthews, Ja	1	1		8	Barnwell, Robt	2	2		2	Bano, Wm	1	1		2
M-Carney, Michl	1	1		3	Bell, Saml	2	2		2	Cocutt, Daniel	1	1		53
Murry, Will	1	1		4	O'Brian, Michl	1	1		2	Cuthbert, Jno	2	2		53
Meloye, Tho	1	2		4	Bray, Alex	1	1		1	Cuthbert, James	2	2		8
Mackee, Jno	1	1		35	Barnwell, Mart	1	1		4	Chadney, Will	2	2		22
M-Ferson, Jno	1	2		28	Bull, Gen Staph	1	1		3	Campbell, Gilbert	2	2		8
Miller, Jacob	1	2		18	Bell, Tho	1	1		4	Cowin, Jno	2	2		23
M-Ferson, Martha	1	2		53	Barns, Jno	1	3		3	Capers, Rachl	1	1		26
Mane, Ja	1	2		10	Briant, Ann	2	2		3	Cook, Daniel	2	2		4
Miller, Ande	1	1		7	Barnwell, Burns	2	5		4	Cannon, Robt	2	1		8
McKee, Rebecca	2	1		17	Barns, Will	1	1		2	Clifton, George	1	2		24
Moss, Geo	2	1		9	Barnwell, Nathl	5	2		1	Cummings, Nuth	1	1		5
M-Turns, Jno	1	4		3	Dawson, Eliz	1	1		2	Coburn, Robert	1	1		4
Mungin, Jno	1	3		2	Devaux, Kitty	1	1		1	Cook, James	1	1		2
More, Jno	1	1		1	Dicks, Will	1	1		1	Daniels, Mary	1	1		6
Barns, Cornelius	1	1		2	Dessasure, Jean	3	1		2	Daniel, Jno	1	1		2
Bolton, Martha	2	2		2	Devonport, Saml	1	1		3	Davis, Jesse	1	1		3
Baxter, Theof	1	2		2	Delebar, Dya	2	2		5	Davis, Zacher	1	1		3
Bradly, Ruth	1	2		1	Devand, Ja	1	2		2	Daroch, Michl	1	1		3
Blaech, Abrah	1	1		2	Carance, Wm	1	1		3	Divine, James	3	3		6
Blaech, Wm	1	2		4	Milligan, Jno	1	1		4	Panely, James	1	1		1
Blaech, Ann	1	2		4	Martinsangel, Jo	1	1		5	Deverer, Moses	1	1		2
Blaech, Lucy	1	2		3	Martinsangel, Lewia	1	1		9	Dewitt, Joe	2	2		1
Bucknor, Barn	1	2		112	M-Kee, Jno	1	4		26	Dickerson, Josiah	1	3		1
Butler, Maj (plant)	1	2		12	McKee, Paul	1	1		40	Davis, Eliz	1	1		5
Barber, Elenor	1	3		17	Mitchal, Geo	1	2		10	Densmore, Jno	1	1		1
Barber, Wm	1	5		17	Morrison, M (plant)	1	2		11	Deborah, Hardy	1	2		1
Barber, Jo	2	5		39	Conley, Ja	1	4		13	DeLoach, David	1	1		6
Bradsford, Jos	1	2		24	Gardner, Alex	1	1		20	DeLoach, Jess	1	1		1
Bramford, Mary	1	6		2	Givens, Philip	1	1		3	Davis, Jerry	1	2		4
Behn, Artaur	2	1		2	Givens, Jno	2	3		5	Dickon, Jno	2	2		22
Purvis, Wm	1	1		2	Givens, Cha	2	3		3	Davis, John	2	2		1
Purvis, Wm, Senr	1	2		1	Gardner, Edw	1	3		4	Elliot, Ralph	2	3		1
Pelham, Edw	2	2		1	Gibbs, Saml	1	1		1	Ervens, Thomas	2	1		49
Pellum, Jno	1	1		1	Goldsmith, Jno	2	2		2	Eavens, Wm	2	1		25
Peoples, Jno	1	3		2	Goldsmith, Jesso	1	2		15	Ervin, William	1	1		1
Peoples, Josiah	1	2		1	Gray, James	3	2		11	Ellis, Marseret	1	4		10
Primas, Jno	1	2		4	Gamball, Eliz	2	2		33	Ellis, Eliz	2	2		9
Philips, Eliz	1	3		84	Grayson, Jno	1	2		45	Ellis, Richard	1	1		56
Parminster, Jno	1	2		15	Guernard, Rich	1	1		9	Floyd, Will	1	2		5
Parminster, Jno	1	1		17	Guernard, Jno H	2	1		1	Francis, Jno	1	1		4
Price, Ann	1	1		42	Gibbony, Hugh	1	1		2	Forsythe, Jno	1	1		2
Parmer, Ann	1	4		17	Roads, Jno	1	3		12	Fannel, Isham	1	2		2
Perry, Peter	1	2		3	Riker, Henry	1	1		3	Fields, Partuck	3	3		1
Perrydose, Michl	3	3		9	Rose, Jno	1	1		4	Fields, Redding	1	1		4
Perrydose, Adam	1	3		3	Rankins, Chas	2	1		1	Floyd, Charles	1	2		3
Wise, William	1	7		3	Ross, Sarah	1	1		2	Ferguson, Th	2	1		21
Waters, William	3	3		3	Runnels, Benj	1	1		1	Fieldin, Mary	1	3		21
Williams, Jno	1	3		3	Runnels, Wm	2	1		1	Ford, Maliki	2	1		21
Walker, Tho	1	1		25	Rouney, Antho	1	1		8	Fitzgerald, Jean	1	1		6
Williams, Jno	1	2		65	Richard, Tho	2	1		2	Ferguson, Jno	1	1		8
Wells, Hannah	2	1		19	Parminster, Ann	1	1		18	Ferguson, Wm Jno	1	1		44
Welch, Jno	1	2		18	Parmer, Jno	1	4		6	Frazier, Fred	2	1		22
Whitsall, Lawrence	1	1		6	Delebar, Ann	1	1		11	Fripp, Paul	1	1		33
Whitsall, Frederick	1	1		607	Devaux, Jacob	1	4		5	Fripp, Thomas	1	1		38
Witter, Jno	4	1		52	Hopkins, Francis	1	1		3	Fendon, Jno	1	2		3
Wilson, Walter	1	2		6	Holkirk, Wm (plant)	1	1		16	Fripp, Jno	1	2		1
Witter, Jonathan	1	1		7	Scott, Rich	1	2		3	Goety, George	1	1		1
Williams Dan	1	1		5	Scott, Joseph	1	2		3	Grant, Jno	1	1		1
Whiten, Polly	1	1		5	Talbert, Henry	2	1		1	Gardner, Isham	1	1		1
Waight, Sarah	1	2		6	Thore, Tho	1	1		1	Ginn, Moss	1	3		1
Welch, Wm	1	1		9	Turnball, Wm	1	1		5	Ginn, Mederick	1	1		1
Welch, Mose	1	1		9	Talbert, Tho	1	1		5	Grimes, Jno	2	1		8
Watson, Jno	1	2		1	Tobias, Senj	1	1		5					
White, Will	1	1		50										
Waight, Isaac	1	1		50										

No attempt has been made in this publication to correct mistakes in spelling made by the deputy marshals, but the names have been reproduced as they appear upon the census schedule.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE AMENDING THE BEAUFORT COUNTY 2040 COMPREHENSIVE PLAN TO ADD THE BEAUFORT COUNTY LONG-TERM RESILIENCE STRATEGY AS AN APPENDIX.
MEETING NAME AND DATE:
Community Services and Land Use Committee, Monday, April 8, 2024
PRESENTER INFORMATION:
Rob Merchant, Director of the Planning & Zoning Department 20 minutes
ITEM BACKGROUND:
<p>In 2019, Beaufort County Planning & Zoning, with the help of the SC Sea Grant Consortium, convened a Sea Level Rise Task Force comprised of municipal staff, members of the development community, conservation non-profits, and environmental education groups to begin assessing the real and anticipated impacts of sea level rise in Beaufort County. Their work is the foundation of the Long-Term Resilience Strategy, which was further developed with the assistance of the SC Sea Grant Consortium and input from several other Beaufort County departments, MCAS Beaufort, and MCRD Parris Island.</p> <p>As the Long-Term Resilience Strategy was being developed, Beaufort County updated its comprehensive plan (2040 Comprehensive Plan) and the SC Legislature passed a new law requiring resilience to be included as an element in all future comprehensive plan updates. In order to meet the requirements of the new law and be more competitive for grant funding, the Long-Term Resilience Strategy will act as the Resilience Element of the 2040 Comprehensive Plan and will be added as an appendix.</p>
PROJECT / ITEM NARRATIVE:
The Long-Term Resilience Strategy summarizes experienced changes to environmental trends recorded in the County, gauges anticipated future trends based on the most cutting-edge climate science, details anticipated impacts to our community based on input from the Sea Level Rise Task Force, and recommends strategies to fortify Beaufort County’s resilience against these impacts.
FISCAL IMPACT:
None
RECOMMENDATION TO COUNCIL:
Beaufort County Planning Commission recommends unanimous approval to County Council (March 4, 2024)
OPTIONS FOR COUNCIL MOTION:
Motion to approve, modify, or deny an ordinance amending the Beaufort County 2040 Comprehensive Plan to add the Beaufort County Long-Term Resilience Strategy as an appendix.



MEMORANDUM

To: Beaufort County Planning Commission
From: Juliana Smith, Environmental Long Range Planner
Subject: Beaufort County Long-Term Resilience Strategy
Date: March 4, 2024

STAFF REPORT:

Case No. CPA 2024-01
Applicant: Planning and Zoning Department
Proposed Amendment: Addition of the Beaufort County Long-Term Resilience Strategy as an Appendix to the Beaufort County 2040 Comprehensive Plan.

A. SUMMARY:

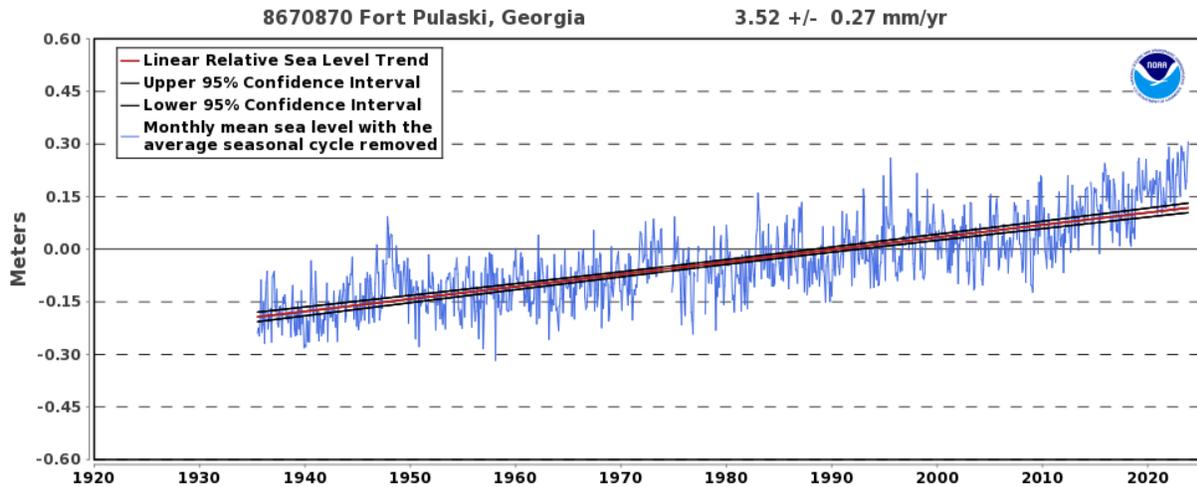


Figure 1. Documented tide heights at the Fort Pulaski Tide gauge. Tidal data has been collected since the mid-1930s and shows a clear increase in average tide height since that time. The y-axis shows the change in tide height in meters, the x-axis shows the year of record. Source: NOAA/National Ocean Service; [COOPS](#)

Beaufort County is experiencing higher tides as a result of an additional foot of sea level rise that has occurred approximately over the last 100 years (Figure 1). Nearly half of that rise has occurred since the year 2000, signaling an increased rate of change. Today, higher tides are bringing more frequent flooding events to low-lying and waterfront properties, higher rates of beach erosion, and causing salt marsh migration. As tides continue to rise, Beaufort County will

see more impacts. Staff created a document to help us plan and overcome them to the best of our ability.

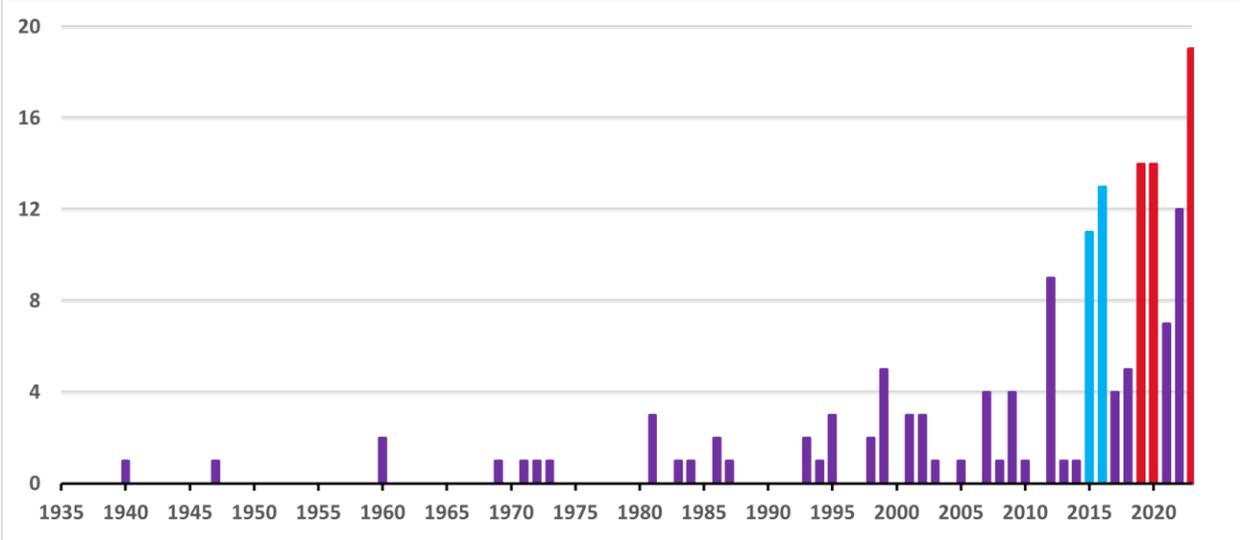


Figure 2. The chart shows the number of days that reached minor flood threshold (9.5 ft) at the Fort Pulaski Tide Gauge since 1935. A significant increase in the number of flood days has been occurring since the early 2010s. The y-axis shows the number of minor flood days, the x-axis shows the year of record. Prior to 2023, the highest number of flood days occurred in 2019 & 2020. Source: NOAA/NOS, [NWS](#)

Our state government recognizes the increased risks and costs of changing environmental trends. That’s why, in 2020, South Carolina adopted a statewide law requiring all comprehensive plans contain a “Resilience” element. Resilience is defined as “*the ability of communities, economies, and ecosystems within South Carolina to anticipate, absorb, recover, and thrive when presented with environmental change and natural hazards*” (Source: [SCOR](#)). That same law established the [South Carolina Office of Resilience](#), signaling our state leadership’s commitment to helping its communities anticipate and adapt to the impacts of climate change. During the same year, Beaufort County was in the process of updating our Comprehensive Plan and intentionally interlaced resilience throughout the document as one of three overarching themes. That plan was adopted by County Council in 2021. Since that time, the Beaufort County Planning & Zoning department has been developing a document that will serve as the official “Resilience” chapter of our comprehensive plan: the Beaufort County Long-term Resilience Strategy. The Long-term Resilience Strategy comprehensively addresses resilience needs, assessments, and actions county-wide to help our leadership and our community adapt to changes we are already experiencing and anticipate how they’ll change in the future.

B. HISTORY: In 2019, Beaufort County Planning & Zoning, with the help of the SC Sea Grant Consortium, convened a Sea Level Rise Task Force comprised of municipal staff, members of the development community, conservation non-profits, and environmental education groups to begin assessing the real and anticipated impacts of sea level rise in Beaufort County. The group developed information about needs to be addressed in the county to better bolster resilience against higher tides, more intense rainstorms, and stronger tropical storms. Their work is the foundation of the Long-Term Resilience Strategy, which Planning staff developed with the assistance of the SC Sea Grant Consortium and input from several other Beaufort County departments, MCAS Beaufort, and MCRD Parris Island.

C. CONTENT: The Beaufort County Long-Term Resilience Strategy supplements recommendations of the 2040 Comprehensive Plan. In general, the Strategy summarizes experienced changes to environmental trends recorded in the County, gauges anticipated future trends based on the most cutting-edge climate science, details anticipated impacts to our community based on input from the Sea Level Rise Task Force, and recommends strategies to fortify Beaufort County's resilience against these impacts. The recommended strategies are organized into four Resilience Strategy Groups: 1) Awareness, 2) Study, 3) Action, 4) Reassess. These groups guide the County through educational campaigns, information collection and sharing collaborations, recommended research needs, action items based on updated science and local understanding, and responsible reassessment of updated science and the policies/actions we implemented. Within the document, Beaufort County's Capital Projects, Facilities Management, Engineering, and Public Works departments provided department-specific resilience strategies that follow the framework of the overall document's Resilience Strategy groups. In general, department specific strategies yielded two themes: assessing the vulnerability of existing infrastructure to changing environmental trends and adapting existing infrastructure and planning policies for a resilient future.

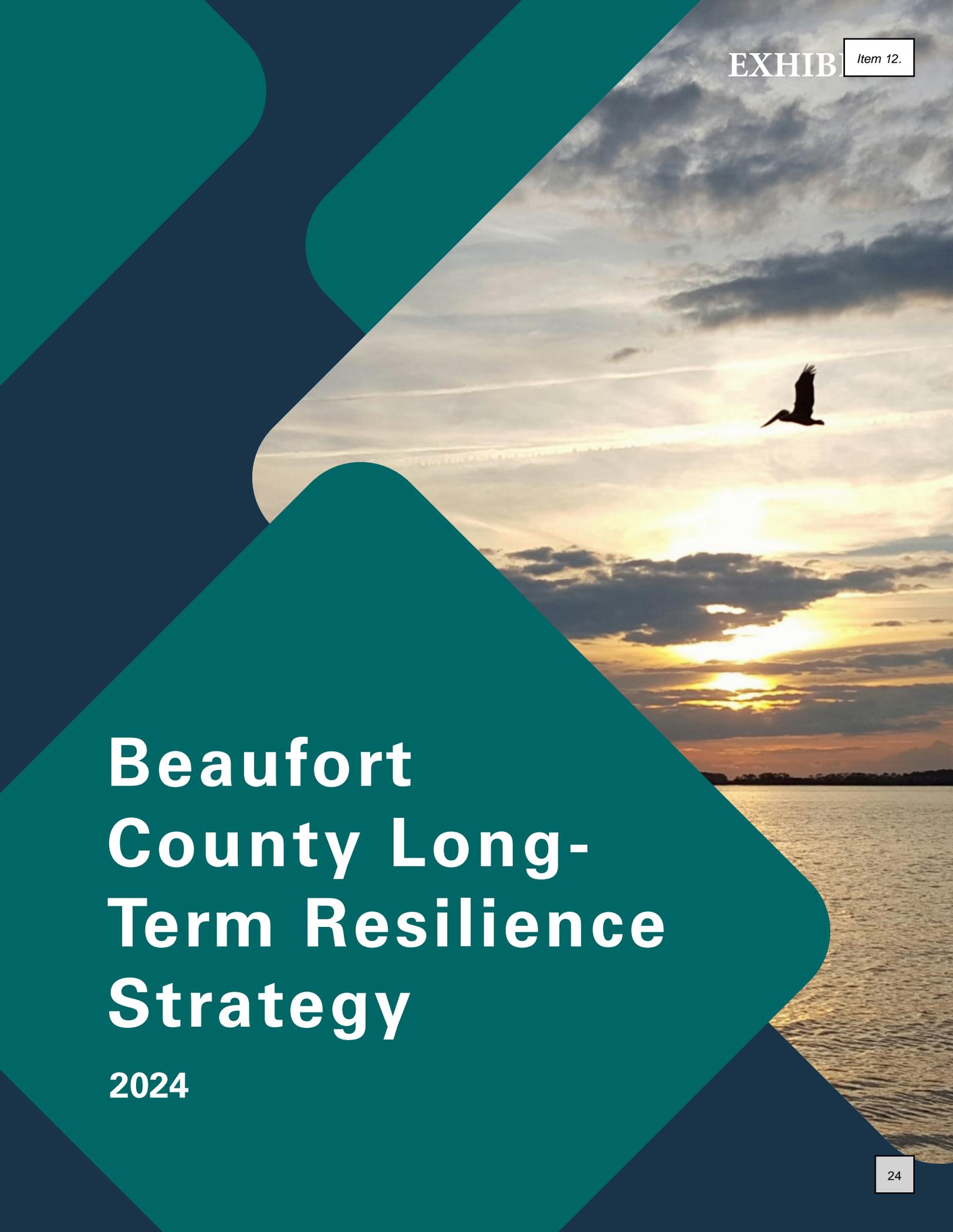
D. RECOMMENDATION: The impacts of a changing climate, which include sea level rise, present significant future challenges to Beaufort County. To overcome them to the best of our ability, we must start now. The Long-Term Resilience Strategy will guide us through the process.

Staff recommends approval.

F. PLANNING COMMISSION RECOMMENDATION: At the March 4, 2024 meeting of the Beaufort County Planning Commission, the Commission voted unanimously to recommend approval of the proposed amendment.

G. ATTACHMENTS:

- Beaufort County Long-Term Resilience Strategy



Beaufort County Long- Term Resilience Strategy

2024

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A report sponsored by the S.C. Sea Grant Consortium and the State of South Carolina pursuant to National Oceanic and Atmospheric Administration award number NA18OAR417009.

SCSGC-T-22-11



Executive Summary

As Beaufort County prepared to update its Comprehensive Plan, a County-led Sea Level Rise Task Force was convened to assess current conditions and updated projections of **sea level rise** and extreme weather impacts in Beaufort County over the next thirty years. The primary concern is flooding, which the County is already experiencing localized changes due to a combination of tide elevation increases, changes in rainfall event intensity, and hurricane and **tropical cyclone** impacts. The flooding impacts of these factors are compounded by the increasing population and rate of development being experienced countywide.

The Sea Level Rise Task Force first convened in 2019. The task force assessed current conditions in Beaufort County using available localized data supplemented with state averages. Then, the Task Force analyzed future projections to develop a fuller picture of the anticipated impacts of flooding in the County. Based on the current available data, sea level rise is projected to increase in Beaufort County between 1 to 1.5 feet by the year 2050. While 1.5 feet of sea level rise does not at first seem significant, properties that currently experience flooding issues intermittently as a result of **king tides** that happen several times a year will begin regularly experiencing inundation at every **spring tide**, which happens twice a month. At the same time, rainfall events, hurricanes, and tropical storms are anticipated to last longer and more rapidly intensify, creating heightened probabilities for flooding frequency in the county.

Once equipped with an understanding of future flooding and weather projections, the Task Force developed a chart of related impacts. They include, but are not limited to, septic tank failures, lost tourism and jobs revenue, and overwhelmed infrastructure. Overall, flooding impacts will permeate into every facet of life here in Beaufort County if actions are not taken to mitigate the anticipated effects and improve **resilience**.

Understanding the need to plan ahead, the Task Force developed proactive and protective plans and policies to best bolster Beaufort County against flooding impacts. The recommended strategies have been organized into four resilience planning phases (awareness, study, action, and reassess) and are implementable across both the public and private sectors of Beaufort County. Each strategy has been identified with potential partners and collaborators as well as indicators of successful implementation. The most important strategies target better coordination within government agencies and partners, improve targeted local data collection to inform policies and plans, and recommend regular revisions to update science, progress, and strategies for adaptation.

Ultimately, Beaufort County will continue to see an increase in flooding and extreme weather events. The County needs to begin preparations now to adapt to anticipated impacts and improve overall resilience. This report will act as a guide by providing up-to-date data, recommended resilience strategies, and mechanisms for regular reassessment.

Section 1. Introduction

This report is a revision of the 2015 Beaufort County Sea Level Rise Action Plan developed by S.C. Sea Grant Consortium and the Carolinas Integrated Sciences and Assessments. It includes an update of the sea level rise projections and climate change impacts driving changes Beaufort County is already experiencing as well as a suite of recommendations developed by the Sea Level Rise Task Force for how Beaufort County can improve its resilience to various hazards.

Beaufort County is experiencing changes in localized flooding due to a combination of sea level rise, a changing climate affecting rainfall patterns, and development. This report primarily focuses on helping the County prepare for a rising sea level, but where appropriate, it also includes recommendations that help the County mitigate localized flooding from multiple sources and prepare for a changing climate as it pertains to land use, growth, and development.

1.1 Overview

Beaufort County, like many coastal areas in the southeast, faces the challenge of increasing population compounded by an increased potential for flooding and other risks due to sea level rise (more people and more assets in harm's way). Beaufort County, South Carolina, is a low-lying coastal county with a high sensitivity to tidal flooding and **storm surge**. Just over half of Beaufort County is open water, sounds, marshes, and estuaries and much of its upland is located within a flood zone.

The impacts of a changing climate, which include sea level rise, present significant future challenges to Beaufort County. Coastal flooding is the primary concern. Beaufort County's low elevation combined with its 6 to 10-foot tidal range make it vulnerable to any increase in average sea level. A rise of 1 to 1.5 feet may not at first appear to have consequential impacts on the County's landscape, but combined with semi-regular extreme high tide events, significantly more acres of urban and residential land could regularly experience flooding. In addition to the built environment, salt marshes will struggle to migrate upland to keep pace with sea level rise. In places where marsh migration is impeded by development, marsh acreage may be lost. The impact of coastal flooding is compounded by extreme rain events, which are projected to occur at greater frequency due to climate change. Higher water tables as a result of sea level rise will impact drainage and septic systems in low-lying areas. Finally, sea level rise may adversely impact aquifers with greater salinity, threatening agriculture and those relying on groundwater as their potable water source.

In 2015, the County participated in a process facilitated by the Carolinas Integrated Sciences and Assessments and S.C. Sea Grant Consortium to identify vulnerability to sea level rise and to

develop initial ideas for how the County can begin to plan and prepare. The recommendations generated in that process were incorporated into the County's 2015 Comprehensive Plan update. As the County began to prepare for the 2020 Comprehensive Plan revision, it recognized the need to identify more specific planning and policy actions to begin the implementation process.

In 2019, the County convened the Beaufort County Sea Level Rise Task Force made up of county and municipal staff, local environmental experts, as well as members of the development community. Beginning in the fall of that year, the Task Force went through a series of exercises to identify the various impacts from sea level rise that Beaufort County could experience and then identified various ways that the County could address those impacts. Following those exercises, the Task Force further developed and discussed the identified responses and proposals, in particular discussing efficacy, governance, legality, and need. In December 2020, the task force met one last time to help organize and categorize the potential responses and proposals, ultimately developing the framework for this report.

1.2 Goal of This Report

This document is not designed to provide specific projects for all hazards affecting Beaufort County, but rather is intended to provide support for policy and planning to improve resilience overall in the County.

This report also provides the most up-to-date science related to sea level rise in Beaufort County and can help inform decision-making and act as a reference. The science in this report is closely linked to the National Climate Assessment and should be updated regularly to reflect emerging science.

Finally, this report provides a range of planning and policy development strategies that Beaufort County can undertake over the coming decade to better position itself for implementing resilient actions. This includes incorporating resilience planning and policy into the 2025 and 2030 comprehensive plan updates, including adopting the recommendations made by the Sea Level Rise Task Force through this report. Some strategies help to address more immediate needs and planning, while others are intended to give the County a plan for continually updating and understanding what to expect in the long-term to improve readiness for the coming changes related to sea level rise in a changing climate. These are practical and proactive recommendations intended to benefit the whole of the County.

1.3 How to Use This Report

This report is designed to provide support for policy and planning to improve resilience throughout Beaufort County. To be effective, the data and strategies within must be continually updated as new data is collected and analyzed. The provided action matrix will offer recommended strategies to begin improving resilience within Beaufort County today, while providing opportunities for reassessment.

Finally, words highlighted in **bold purple** are defined in the Glossary. See **“Section 8. Glossary” on page 36.**

Section 2. Overview of Current Rainfall and Sea Level Trends Influencing Flooding

Flooding in Beaufort County comes from multiple sources that often interact and exacerbate conditions. These sources include tidal flooding, sea level rise, and extreme precipitation. All sources contribute to increases in groundwater, which leads to drainage problems and standing water.

- Sea level has risen by about 1.14 feet since 1901 at the Charleston Harbor tide gauge^[1].
- Since 2000, sea level has risen about 6 inches^[2].
- Sea level will continue to rise, with projections for South Carolina calling for additional increases between 0.66 feet and 0.72 feet by 2030, 0.92 feet and 1.08 feet by 2040, and 1.18 feet and 1.51 feet by 2050. These are based on the NOAA 2022 intermediate-low, intermediate, and intermediate high scenarios (see **“Appendix C: Sea Level Rise projections for South Carolina” on page 42.**)^[3]
- Due to a lack of long-term measuring stations, there is no documented trend in Beaufort County or South Carolina for changes in frequency of extreme heavy rain.
- Anecdotally from residents, rainfall intensity and the frequency of extreme rainfall events has increased, but that increase can't be quantified.

This section will describe how conditions have been documented and highlights changes that have occurred.

[1] National Oceanic and Atmospheric Administration. *Sea level trends*. [NOAA Tides & Currents](#). Retrieved January 11, 2024.

[2] National Oceanic and Atmospheric Administration. *Sea level trends*. [NOAA Tides & Currents](#). Retrieved October 3, 2021.

[3] National Aeronautics and Space Administration. *Fort Pulaski Sea Level Rise for Different Sea Level Scenarios*. [Interagency Sea Level Rise Scenario Tool](#). Retrieved August 2, 2022.

2.1 About Tidal and Rainfall Records

Beaufort County lacks its own long-term recording stations for tides, but has one long-term recording station for rain and other climate records. We are using the following measurement sites for characterizing past, present, and future conditions:

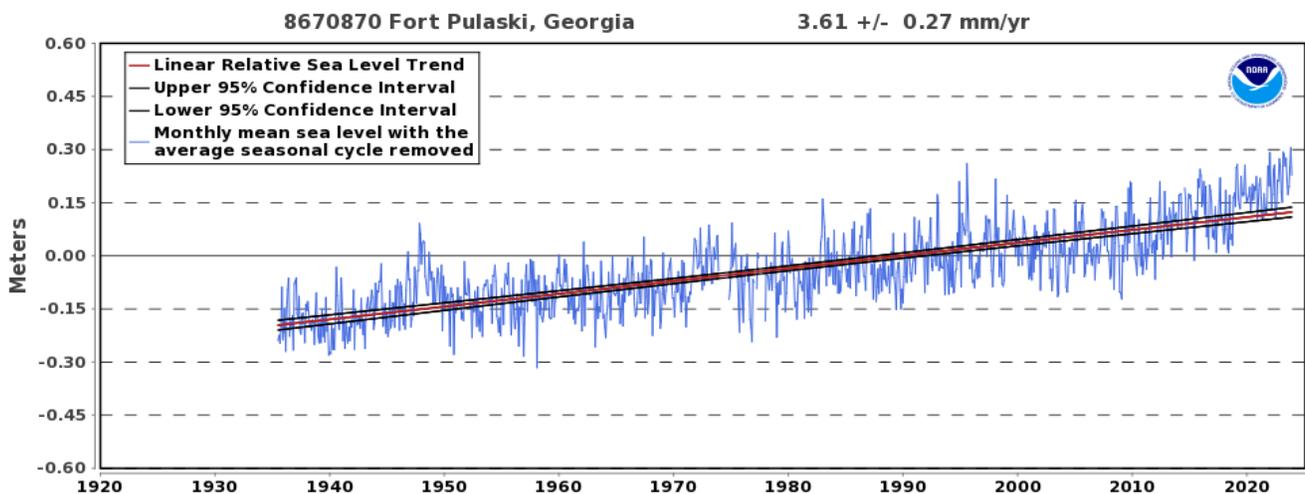
For tidal measurements: Beaufort County sits between two NOAA tide gauges: one in the Charleston Harbor and one at the entrance of the Savannah River in Fort Pulaski, GA. Because of the distance between the two and the localized nature of impacts, neither gauge fully reflects the number and type of storm surge or tidal flooding events experienced throughout Beaufort County. However, the overall trends and average measurements taken at both gauges are virtually identical. In this report, we use the Ft. Pulaski gauge for past conditions and for future sea level projections based on the 2022 Sea Level Rise Technical Report.

For rainfall measurements: The closest long-term measurement site is in Yemassee. These long-term measurement sites date back more than 100 years, making their data more appropriate for analyzing long-term climate trends.

2.2 Past Sea Level Trends in South Carolina

Since 1935, the sea level has risen about 1.18 feet at the Ft. Pulaski gauge^[4]. In this time frame, the average rate of rise per year is about 3.61 millimeters^[5], as illustrated in **Figure 1**. Since 2000, the sea level at the gauge has risen about 6 inches, though calculations for a precise amount will not be complete until 2025 when NOAA releases a new **tidal epoch datum**.

Figure 1: Sea Level Trend at Ft. Pulaski Gauge



Source: NOAA/National Ocean Service; [COOPS](#)

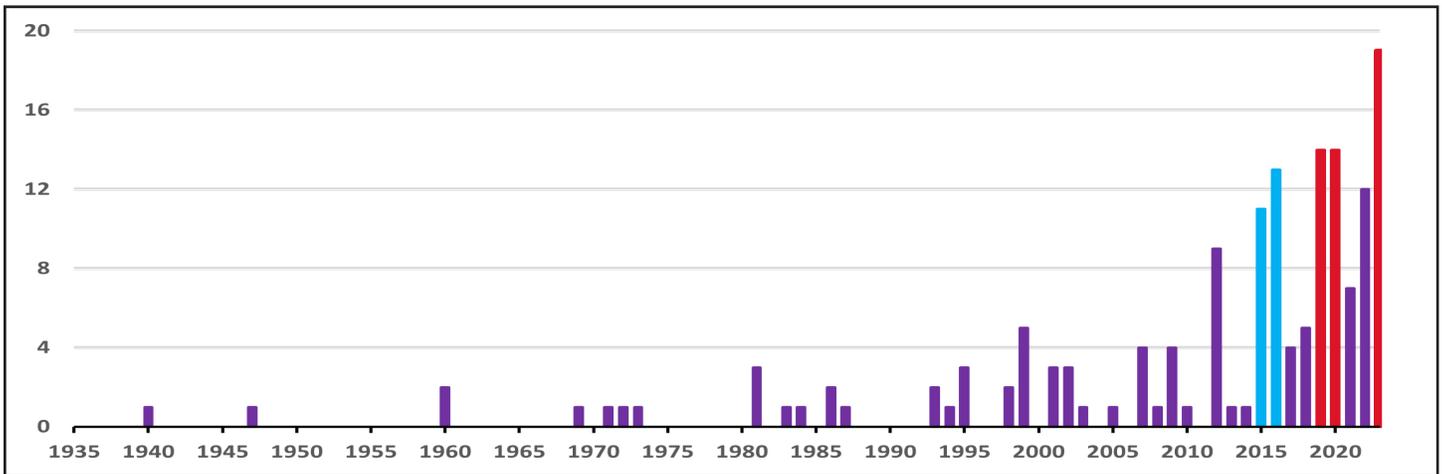
[4] National Oceanic and Atmospheric Administration. *Sea level trends*. [NOAA Tides & Currents](#). Retrieved January 11, 2024.

[5] National Oceanic and Atmospheric Administration. *Sea level trends*. [NOAA Tides & Currents](#). Retrieved February 22, 2024.

This observed rise since 2000 connects with an abrupt increase in the frequency of **tidal flooding** and the number of days when the water at the gauge reaches the minor flooding threshold of 9.5 feet above **Mean Lower Low Water (MLLW)** set by the National Weather Service^[6].

As illustrated in **Figure 2**, in 2015, the gauge recorded 11 flood days. In 2016, the tide gauge reached that threshold 13 days. Then in 2019 and 2020, the gauge recorded 14 flood days, and in 2023, it recorded 19 days. For more information about tidal flooding records broken down by number of events and thresholds, see **“Appendix A: A Detailed Look at Tidal Flooding Records at the Ft. Pulaski Gauge”** on page 38.

Figure 2: Total Number of Annual Flood Days at Ft. Pulaski Gauge



Source: NOAA/NOS, [NWS](#), Beaufort County

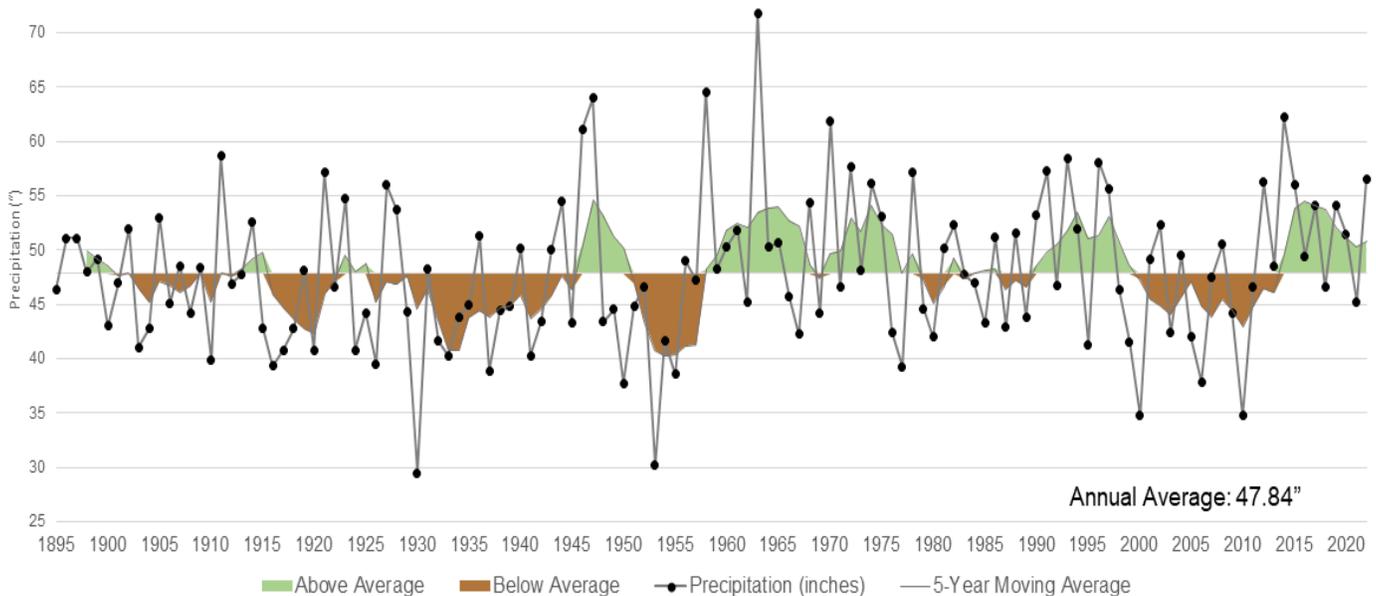
[6] U.S. Department of Commerce, NOAA. (2021, September 12). *Coastal Flood Event Database*. [National Weather Service](#). Retrieved January 11, 2024.

2.3 Past and Current Rainfall Observations

Documenting and characterizing rainfall patterns throughout Beaufort County is difficult due to the highly localized nature of summer thunderstorms, climatic variations in coastal South Carolina influenced by the **ACE Basin**, and a lack of long-term rain gauge recording stations.

For the purposes of this report, we will use the long-term station in Yemassee for documenting annual rainfall maximums and we will use the S.C. Southern Climate Division for annual averages. At this station, as with all other long-term reporting stations in S.C., there is no strong signal for changes in average annual rainfall (**Figure 3**.)

Figure 3: Southern Climate Division Annual Average Precipitation (1895-2023)



There is a small signal for an increase in the average precipitation for fall, which is calculated using all rainfall in the full months of September, October, and November. See **“Appendix B: Annual Precipitation Records from the S.C. Office of the State Climatologist” on page 39** for graphics illustrating these trends.

This data does not break out changes in the frequency of heavy rain events, nor is it able to highlight any changes in extreme events or changing intensity at this scale. However, there is a statistically significant trend towards more intense precipitation, particularly for the more extreme, less likely events with lower probability of occurrence (i.e., the **50-, 100-, 200-, 500- and 1000-year events**). The **annual return interval** 50-year event has a 2% chance of happening in any year regardless of what happened in previous years. Similarly, the 100-year event has a 1% chance and the 200-year event has a 0.5% chance.

2.4 Hurricanes and Other Tropical Cyclones

Beaufort County has been affected by numerous tropical cyclone events in the past 150 years. A storm making direct landfall is rare (but happened in 1874, 1885, 1928, 2021, and 2022). However, a storm several hundred miles away can cause extreme damaging impacts. Since 2016, Beaufort County has been substantially affected by two tropical cyclones, with multiple others causing minor disruptions during the event.

- **2016 – Hurricane Matthew:** This storm moved parallel to the southeast coast before making landfall in northern Charleston County. Matthew brought hurricane-force winds, up to 17 inches of rain, and a 5-foot storm surge that caused major flooding, beach erosion, beach washover, and other damage on the barrier islands in the County. The storm tide of 12.56 feet above MLLW from Matthew was the highest tide on record at the Ft. Pulaski gauge.
- **2017 – Tropical Storm Irma:** This massive storm traveled up the west coast of Florida, with tropical storm-force winds extending out more than 500 miles from the center. Irma caused tropical storm-force winds, nearly 6 inches of rain, and the second highest storm tide, totaling 12.24 feet above MLLW, recorded at the Ft. Pulaski gauge. Flooding in downtown Beaufort reached record levels and is considered the storm of record.
- **2019 – Hurricane Dorian:** This storm moved parallel to the southeast coast before making landfall in North Carolina, causing moderate beach erosion and minor flooding.
- **2020 – Hurricane Isaias:** This storm moved parallel to the southeast coast before making landfall near Myrtle Beach, S.C.
- **2021 – Tropical Storm Danny:** This storm made landfall at Pritchard’s Island in Beaufort County. It dropped over six inches of rain in areas of the County and brought tropical storm-force winds.
- **2021 – Tropical Storm Elsa:** This storm traveled up the west coast of Florida before crossing to the coastline of Georgia and traveling up the South Carolina coast. It caused severe storms and tornadoes in Beaufort County.
- **2021 – Tropical Storm Mindy:** This storm formed in the Gulf of Mexico before crossing to the Atlantic Ocean through Georgia. It dropped over four inches of rain in areas of Beaufort County.
- **2022 – Hurricane Nicole:** This storm formed in the Caribbean Sea before making landfall in Florida and tracking north to South Carolina as a tropical depression. It created tropical storm-force winds in Beaufort County.

- **2022 - Hurricane Ian:** This deadly storm formed in the Caribbean Sea and was a Category 3 Hurricane by the time it reached the Gulf of Mexico. It made landfall in Florida before re-entering the Atlantic Ocean where it restrengthened and made its second landfall near Georgetown, S.C. as a Category 1 Hurricane. It brought tropical storm-force winds and nearly four inches of rain to areas of Beaufort County.
- **2022 - Tropical Storm Colin:** This storm formed from a stationary front along the coast of South Carolina, making landfall near Hunting Island.
- **2023 - Tropical Storm Idalia:** This storm formed in the Caribbean Sea and entered South Carolina as a tropical storm. It brought gusts over 60 mph and nearly four inches of rain to Beaufort County. It also produced a storm surge that resulted in erosion of Beaufort County beaches.

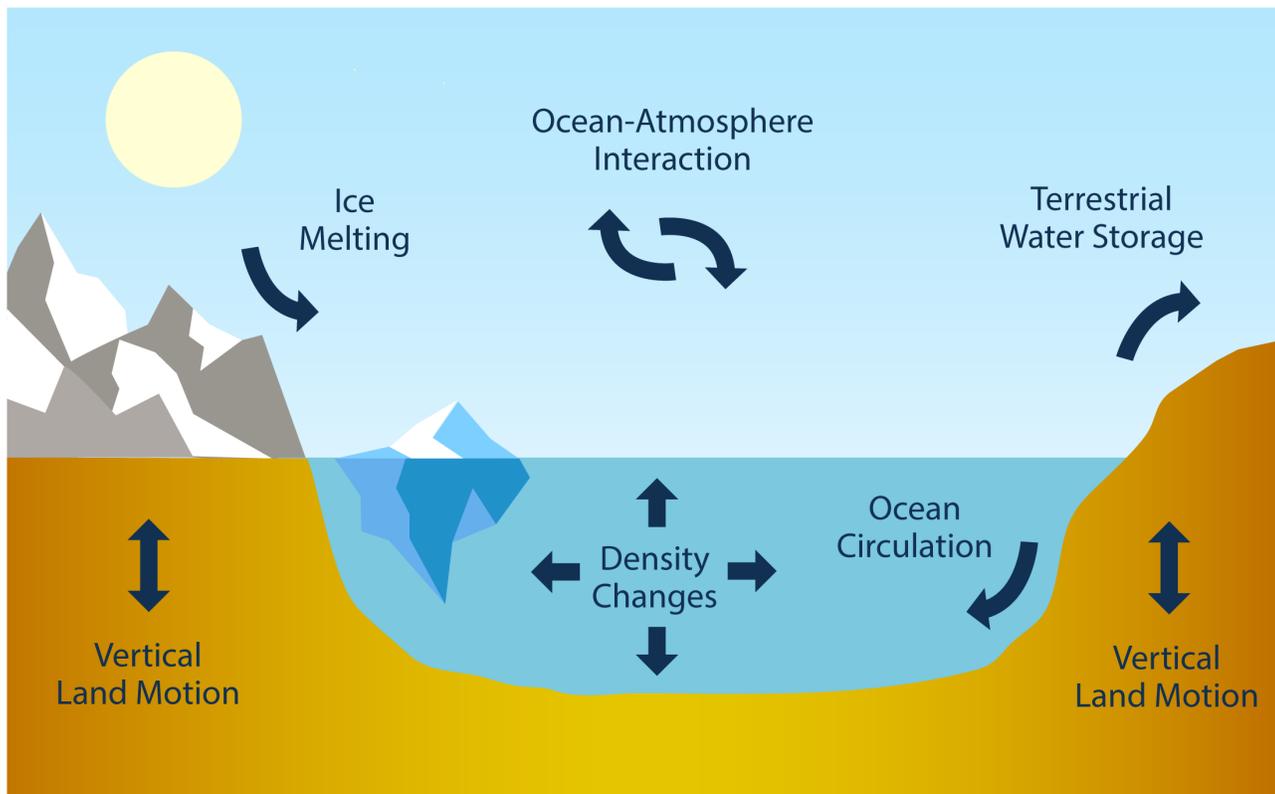
Section 3. Future Flooding and Storm Risks

Flooding in Beaufort County is occurring with increasing frequency and severity. This section will describe how flooding may change due to sea level rise, changes to rainfall, and tropical cyclones.

3.1 About Sea Level Rise

Sea level rise is caused by a number of factors illustrated in **Figure 4**. The predominant sources of sea level rise in Beaufort County since 1900 have been a combination of land elevation changes, increasingly warm ocean temperatures causing expansion and increase in volume of the water, and slowing of the Gulf Stream current offshore that pulls water away from the coasts. Sea level rise is projected to increase in the future due to those factors, plus a large influence of melting glaciers in Antarctica and Greenland. How fast glaciers will melt and precisely when South Carolina's coast will see the direct influences is still unclear, however projections provide a range of possibilities based on current evidence and understanding about the interactions of these changing processes.

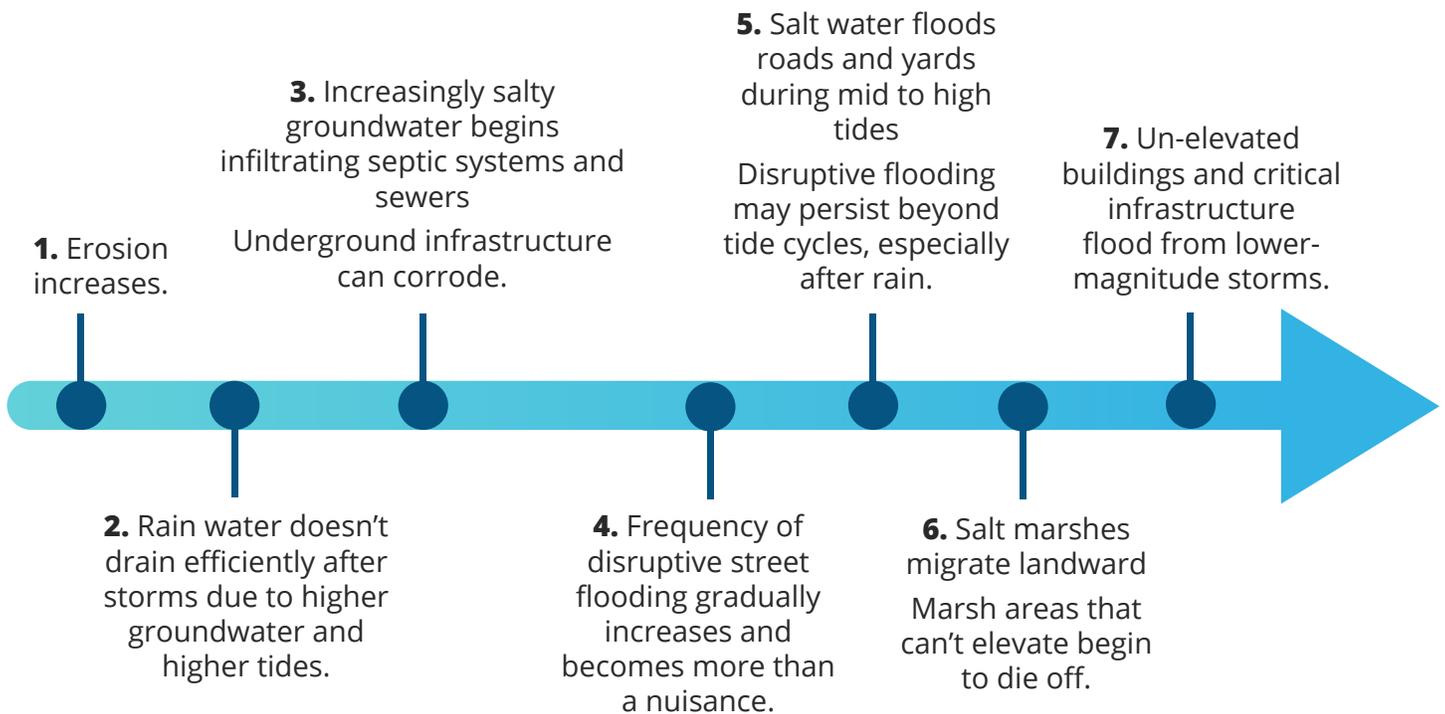
Figure 4: What Causes Sea Level Changes



Source: Sarah Watson, S.C. Sea Grant Consortium, recreated from Milne, 2009

We can see the effects of sea level rise through changes in how often various types of problems, such as street flooding and erosion, occur. **Figure 5** illustrates some of the primary indicators that Beaufort County and other South Carolina coastal communities are experiencing. The effects initially seem small, but other problems develop quickly and the frequency at which they occur accelerates.

Figure 5: Effects of Sea Level Rise in Coastal Communities



Source: Sarah Watson

One of the biggest challenges when it comes to envisioning the effects of sea level rise is connecting with tidal variation. Projections center on the rise in **mean sea level (MSL)**, but that does not communicate how high tide in the future will look. Using a "**total water level**" **approach** can help communicate this. In **Table 1**, top flood heights are listed in relation to the recorded height above **mean higher high water (MHHW)**. In **Table 2**, we use memorable flood heights connected with sea level rise to paint a fuller picture of what this means.

For example, five feet of sea level rise in **Table 2** will look like the flooding locally experienced during Hurricane Irma plus two additional feet of water. Visualizing future sea level rise in this way helps us to understand what sea level rise will actually look like here in Beaufort County.

Table 1: Examples of Top Flood Heights at Ft. Pulaski Gauge

Date	Event	Ranking	Height Above MHHW	Total Storm Tide
10/08/2016	Hurricane Matthew	1	5.06 feet	12.56 feet
09/11/2017	Tropical Storm Irma	2	4.74 feet	12.24 feet
10/15/1947	Cape Sable Hurricane	3	3.36 feet	10.86 feet
11/07/2021	November 2021 King Tide	4	2.95 feet	10.45 feet
10/27/2015	October 2015 King Tide	5	2.93 feet	10.43 feet
11/10/2022	November 2012 King Tide	6	2.91 feet	10.41 feet
11/23/2018	November 2018 King Tide	8	2.75 feet	10.25 feet
06/04/2023	June 2023 King Tide	10	2.7 feet	10.20 feet

Source: [NOS/NOAA](#), [NWS](#).

Note: MHHW is 9.5ft at the Ft. Pulaski Gauge.

Table 2: Total Water Approach in Beaufort County

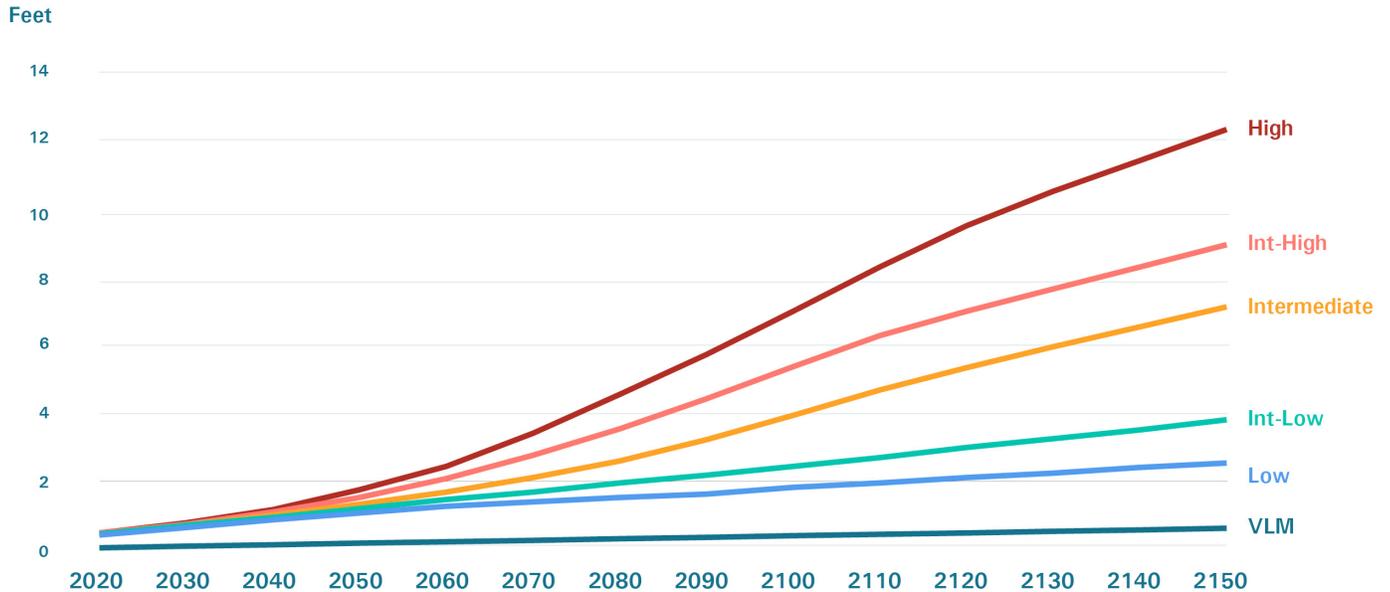
Above MHHW	Current Equivalent Event	Sea Level Rise (SLR)
1 foot	Full/New Moon Tide (Spring Tide)	MHHW + 1ft SLR
2 feet	King Tide	Full/New Moon + 1ft SLR
3 feet	Cape Sable Hurricane or Nov 2021 King Tide	King Tide + 1ft SLR
4 feet	None Documented	Nov. 2021 + 1ft SLR
5 feet	Tropical Storm Irma or Hurricane Matthew	Nov. 2021 + 2 ft SLR
6 feet	None Documented	Irma/Matthew + 1ft SLR

3.2 Future Sea Level Projections

In 2022, NOAA developed a suite of projections for future sea level rise, which is the basis for the Fifth National Climate Assessment, released in 2023. An interagency task force comprised of NASA, NOAA, the U.S. Army Corp of Engineers, and others, have taken those projections and localized them to the NOAA tide gauges^[7], which are considered the reference data points for localized relative sea level rise. In **Figure 6**, the projections downscaled to the Ft. Pulaski gauge are illustrated. See **“Appendix C: Sea Level Rise projections for South Carolina” on page 42** for chart with scenario numbers for each decade.

[7] National Aeronautics and Space Administration. *Fort Pulaski Sea Level Rise for Different Sea Level Scenarios. Interagency Sea Level Rise Scenario Tool*. Retrieved August 4, 2022.

Figure 6: NOAA 2022 Sea Level Projections for the Ft. Pulaski Gauge



Source: NOAA et al, 2022, [2022 Sea Level Rise Technical Report Data Files](#), S.C. Sea Grant Consortium

The projection line labeled “VLM” solely depicts the rate of rise based on geological **vertical land movement** (VLM)^[8]. The rate of VLM in this projection is not highly localized and is not connected to local groundwater withdrawal or building compaction of soils. The projection line labeled “Low” depicts the rate of rise as the historic linear trend and does not include effects from climate change. The other projections connect sea level rise with global climate change **emissions scenarios**.

Sea level projections illustrate the change to the overall averages to sea level. What these projections do not effectively illustrate are the changes in extreme high tides, storm surges, increased frequency in sunny day tidal flooding, changes to the shallow **groundwater** table, marsh migration and loss, land loss, erosion, and other impacts.

States and communities along the east coast have varied approaches for selecting planning scenarios. Recommended practices include selecting multiple scenarios to apply to various types of decision-making based on life-span, risk tolerance, implementation timeline, and ability to retrofit.

[8] Sweet, W., Kopp, R.E., Weaver, C.P., Obeysekera, J.T., Horton, R.M., Thieler, E.R., & Zervas, C.E. (2017). *Global and Regional Sea Level Rise Scenarios for the United States Technical Report*. [NOAA Technical Report CO-OPS 083](#), Silver Spring, MD. Retrieved October 3, 2021.

3.3 Future Rainfall Projections

Projections for how rainfall may change in the future currently are not able to provide details for changes in the intensity, duration, and frequency of rainfall events. General projections from the Fifth National Climate Assessment predict an overall annual increase in total precipitation of between 5% and 10%. However, that average does not include the variations that make up that average. But scientists predict that the frequency and intensity of extremes – both wet and dry – will continue to increase^[9]. This translates to longer dry periods and more extreme wet periods with high impact and high intensity events, like **rain bombs**. According to the National Climate Assessment, the frequency and severity of extreme precipitation events are projected to continue increasing in the Southeast. By the end of the century, projections indicate that the number of heavy rainfall days (two-day events with at least a five-year return period) will double, with a 37% increase in the total amount of rain falling on the heaviest precipitation days^[10].

It is important to note that the frequency of community disruption from standing water, street flooding, and submerged septic systems due to heavy rain is likely to increase due to sea level rise reducing the drainage capacity of engineered systems, ditches, and the groundwater table. This means that a storm that would not have caused persistent and disruptive flooding in 2021 may do so in 2031 or 2041.

3.4 Future Hurricanes and Other Tropical Cyclones

Beaufort County has experienced a range of effects from hurricanes and tropical storms, with each individual event bringing specific hazards based on storm direction and dynamics. Hurricanes and tropical storms are primarily fueled by warm sea surface temperatures. Atmospheric steering currents and upper-level winds affect how storms travel and maintain intensity. Precisely how Beaufort County's future risk for hurricanes and tropical storms may change is unclear. However, climate science research is highlighting three core ways future conditions may affect storm frequency and effects^[11].

- **Frequency:** There is no strong consensus on how climate change will affect the total number of storms that form. Some research suggests that the overall number of storms

[9] Marvel, K., W. Su, R. Delgado, S. Aarons, A. Chatterjee, M.E. Garcia, Z. Hausfather, K. Hayhoe, D.A. Hence, E.B. Jewett, A. Robel, D. Singh, A. Tripathi, and R.S. Vose, 2023: Ch. 2. Climate trends. In: *Fifth National Climate Assessment*. Crimmins, A.R., C.W. Avery, D.R. Easterling, K.E. Kunkel, B.C. Stewart, and T.K. Maycock, Eds. U.S. Global Change Research Program, Washington, DC, USA. <https://doi.org/10.7930/NCA5.2023.CH2>

[10] Kunkel, K.E., T.R. Karl, M.F. Squires, X. Yin, S.T. Stegall, and D.R. Easterling, 2020: Precipitation extremes: Trends and relationships with average precipitation and predictable water in the contiguous United States. *Journal of Applied Meteorology and Climatology*, 59 (1), 125-142. <https://doi.org/10.1175/jamc-d-19-0185.1>

[11] Emanuel, K. (2017). [Will Global Warming Make Hurricane Forecasting More Difficult?](#), *Bulletin of the American Meteorological Society*, 98(3), 495-501. Retrieved Aug 30, 2021.

may decline due to increases in wind shear and other forces that inhibit tropical cyclone development. Other research suggests an increased frequency in less severe events due to wider expanses of ocean with tropical cyclone-sustaining water temperatures.

- **Intensity:** There is research highlighting the potential for an increased frequency of high intensity events with rapid intensification due to warmer sea surface temperatures. This type of event has been seen in the Atlantic and Gulf of Mexico more frequently in the past six years, with storms such as Harvey, Irma, Maria, Michael, Dorian, Laura, and Ida rapidly intensifying, in some cases overnight, from a tropical storm-level cyclone to a major hurricane of at least Category 3 strength^[12].
- **Long-Duration Events:** Other research highlights the potential for the frequency of slow-moving storms that have weaker winds but produce extreme levels of rain similar to Hurricanes Harvey and Florence. These types of storms are the result of very weak to nonexistent upper-air steering currents and can linger over a region for days. As those types of storms weaken in intensity, especially if they were previously a very strong hurricane, the storm spreads out, affecting a wider area with heavy rainfall. Additionally, a warmer atmosphere can hold more water, further increasing the rainfall potential.

3.5 Other Extreme Weather Effects

Beaufort County will continue to assess other impacts of climate change, such as heat, and will continue to monitor specific actions that it has jurisdiction and authority to implement.

3.6 Conclusion

This section illustrated how conditions are changing in Beaufort County and how NOAA expects extreme weather and flooding occurrences will continue to increase. This information helps Beaufort County identify what resilience strategies may be needed to help residents and businesses prepare for the future.

[12] Emanuel, K. (2017). [Will Global Warming Make Hurricane Forecasting More Difficult?](#), *Bulletin of the American Meteorological Society*, 98(3), 495-501. Retrieved Aug 30, 2021.

Section 4. Sea Level Rise and Extreme Weather Impacts on Beaufort County

The listed impacts in this section were compiled through multiple discussions with the Beaufort County SLR Taskforce. Impacts span all aspects of Beaufort County's way of life, from impeding the functionality of the County's infrastructure to interrupting citizen's daily lives through personal property losses and community disruptions. The list is intended to help inform the development of the various recommendations and does not include all possible effects or impacts.

4.1 Infrastructure

- Existing infrastructure may be sited too low in elevation and vulnerable to sea level rise – issue for water, sewer, roads, stormwater, and public buildings.
- Blocked or disrupted evacuation routes.
- Siting and resilience of new infrastructure will be affected by sea level rise impacts.
- Inadequate conveyance of “typical” storm events now (under-sized existing infrastructure).
- Groundwater levels can affect functionality of septic systems and other underground infrastructure.

4.2 Natural Resources Degradation

- Loss of salt marshes.
- Erosion of beaches, dunes, and bluffs.
- Potential changes to water quality and potential harmful algal blooms.
- Loss of wildlife habitat (particularly where seawalls or bulkheads are present).
- Invasive species may become more prevalent with changing temperature and weather patterns, leading to additional strain on native plants and animals.
- Change to native plants and animals.

4.3 Community Disruptions

- Flooded roads will make some areas increasingly impassible.
- Repeated flooding may lead to people leaving the area.

- Disruption of daily life during evacuation and recovery – closing of business and schools (during storms and non-tropical events).
- Long-term societal losses to public health and mental health due to strain of storm recovery.
- Inaccessible resources (food banks, pharmacies, etc).

4.4 Public Health Impacts from Flooding

- **Saltwater intrusion** may affect agricultural uses.
- Long-term emotional and physical stress responses among individuals.
- Vector changes (ticks and mosquitoes).
- Harmful algal blooms.
- Increasing instances of **Vibrio** infections in humans and shellfish.
- Septic Failure.
- Saltwater intrusion may affect drinking water wells.

4.5 Economic Loss

- Tourism industry disrupted during and after storms – leading to loss in revenue.
- Storm clean-up costs money and places financial strain on homeowners, businesses, and local governments.
- Homeowners and business owners may be subject to higher insurance costs.
- Evacuations cost residents and businesses in lost wages and revenues.
- Repetitive loss areas lower property values and become blighted.
- Military bases (especially Parris Island) could flood, interrupting operations and threatening long-term viability. Vulnerable to Base Realignment and Closure (BRAC).
- Agriculture depends on groundwater which may experience saltwater intrusion.

4.6 Cultural Loss

- Many African-American and Gullah/Geechee communities or cemeteries located in low-lying areas along water.

- Low-lying historic areas threatened – Historic Beaufort, Corners Community on St. Helena Island.
- Loss of marshes and water quality issues may lead to decline in local shellfish population – affect legacy ways of life.
- Saltwater intrusion may affect agricultural uses.

4.7 Personal Property Damage

- Wind and water damage from more frequent storms.
- Rising insurance costs for homeowners.
- Erosion of beaches leads to loss of land and structures (homes, businesses, etc.).

Section 5. Recommended Strategies to Improve Resilience in Beaufort County

Adapting to a sea level rise is not a linear process with a beginning and end, but instead a cyclical process including many opportunities for reassessment to improve awareness and understanding, guide data collection and study, and inform actionable practices and policies. To capitalize on that system, the strategies offered in this report have been categorized into four Resilience Strategy groups – Awareness, Study, Action, and Reassess. Within each Resilience Strategy group, definitions of the strategy, measurements of successful implementation, potential partners and collaborators, and recommended actions are provided.

The first recommendations are focused on learning more about impacts, monitoring changes, and identifying how to connect science-based projections into what that means for Beaufort County (Awareness and Study). As this occurs over the coming five years, we will begin developing guidelines for more focused policy and planning recommendations along with timelines for implementation (Action). Throughout much of these coming steps, the County will continually reassess the most up-to-date science and engage with residents and stakeholders to understand their perspectives and apply their knowledge and opinions into shaping future resilience recommendations (Reassess). The goals listed in this section are tied to those listed in the County's 2040 Comprehensive Plan and include much more detail about specific activities, priorities, timelines for initiation and completion, as well as identify generally needed resources.

5.1 Resilience Strategies: Awareness

Definition: Effectively communicating to and educating all relevant parties, facilitating conversations about applying science to decision-making, and providing opportunities for conversations about next steps.

Measures of Success: Coordination between all stakeholders and jurisdictions have put everyone on the same page. Our residents and stakeholders recognize what is at stake and support our efforts.

2040 Comprehensive Plan Connections: NE 1.1, NE 5.1, NE 5.2, NE 6.1

Strategy - Collaboration

HIGH PRIORITY—LOW EFFORT

Purpose: Work collaboratively to encourage communication and joint activities among

government agencies and the private sector to increase the region's capacity to adapt to sea level rise.

Actions

- Maintain an ongoing, collaborative working group called the Coastal Resilience Working Group (CRWG) made up of county and municipal staff, environmental experts, local military installation staff, and members of the development community tasked with assessing issues and ideas related to sea level rise and resilience.
- Identify the sea level rise and climate change scenarios, based on the National Climate Assessment and other science-based documents, to use for planning purposes that can be incorporated throughout county policy and comprehensive planning. Use it to update the Long Term Resilience Strategy plan on an ongoing basis.
- Work collaboratively with municipalities, MCRD Parris Island, and MCAS Beaufort to develop science-based decision-points that inform future policy changes and actions.
- Apply for a grant to work with the University of South Carolina, College of Charleston, DNR, and the S.C. Sea Grant Consortium on conducting research that can inform the decision-point development process.

Strategy - Information Sharing & Communication

HIGH PRIORITY—MEDIUM EFFORT

Purpose: Foster coordination among all partners and participants. Improve communication and connection among local government, state and federal agencies, and regional alliances and networks, to improve information sharing about flooding, sea level rise, and climate change effects.

Actions

- Work with S.C. Sea Grant Consortium, ACE Basin NERR, Clemson Extension, and other partners, to help foster better coordination and integration within county government departments on sea level rise and climate change.
- Develop and maintain relationships with MCRD Parris Island and MCAS Beaufort to build information sharing channels and coordinate resilience initiatives.
- Inform local decision makers and taxpayers about the impacts of increased risks of flooding, rain and storm impacts, and wind impacts on County infrastructure to build support for resilience initiatives.

Strategy - Expand Community-Level Science and Outreach Education

HIGH PRIORITY—MEDIUM EFFORT

Purpose: Foster opportunities to learn about climate change science and impacts.

Actions

- Develop a county-level website that is a compendium of Beaufort County specific flooding and sea level rise information, including outreach materials, the sea level rise GIS portal, and other data sources. This website may count as Community Rating System outreach credit if National Flood Insurance info is included.
- Develop a flood, sea level rise, and climate change impacts education roadshow program to connect with community groups, homeowners' associations, and professional organizations not already served by existing programs, and other similar organizations for community outreach and education.
- Work with S.C. Sea Grant Consortium, DNR, the ACE Basin NERR, MCRD Parris Island, MCAS Beaufort, Port Royal Sound Foundation, and other partners to develop public outreach materials.
- Work with other outreach-serving organizations in the County to train them on including flood, sea level rise, and climate change impacts in their work. This helps expand the County's educational footprint.

Strategy - Integration with Emergency Management

HIGH PRIORITY—MEDIUM EFFORT

Purpose: Fully incorporate and integrate future sea level rise and climate change impacts into emergency management and hazard mitigation plans.

Actions

- Invite the Emergency Management Division (EMD) to sit on the Coastal Resilience Working Group (CRWG).
- Collaborate and coordinate with EMD for selected CRWG members to join the Hazard Mitigation Planning teams.
- Partner with EMD, Beaufort County Planning and Zoning, S.C. Sea Grant Consortium, and

the College of Charleston's Lowcountry Hazards Center to assist with incorporating sea level rise and climate change impacts into emergency management and hazard mitigation plans.

- Work with EMD to identify other vulnerable critical public facilities such as schools, government buildings, pump stations, electrical substations, and stormwater infrastructure that may need to be improved or relocated.

Strategy - Living Shorelines

MEDIUM PRIORITY—LOW EFFORT

Purpose: Continue working with SCDHEC/OCRM on the living shoreline permitting process.

Actions

- Work with the state to incentivize living shorelines and to ensure contractors are properly trained on siting and installing living shorelines.
- Identify and map where living shorelines can be effectively used, including recommendations about which types of living shorelines to use in different environmental conditions.
- Develop county-level policies to require property owners seeking to establish erosion control or edge protection to use living shorelines or green infrastructure rather than hard infrastructure such as bulkheads or revetments, unless impractical based on water and shoreline conditions.

5.2 Resilience Strategies: Study

Definition: Gathering scientific data and stakeholder information to support decision-making and developing plans that identify future policies and strategies to improve Beaufort County's long-term resilience.

Measures of Success: Data and information collection that supports development of effective and appropriate policies and strategies is complete. We've developed a framework for proceeding with resilience actions. We've identified and developed preliminary policies and strategies.

2040 Comprehensive Plan Connections: NE 1.1, NE 3.1, NE 3.2, NE 3.3, StH 1.1, CF 1.1, CF 1.2

Strategy - Study Rainfall

HIGH PRIORITY—HIGH EFFORT

Purpose: Study how rainfall is changing, with a focus on extreme events, with the goal of helping to inform County and municipal stormwater standards.

Actions

- Work with the Office of the State Climatologist, the National Weather Service Charleston Office, and local military installations, non-profits, and others to engage residents in participating in the Community Collaborative Rain, Hail, and Snow Network (CoCoRaHS) program.
- Work with the Office of the State Climatologist, National Weather Service Charleston Office, S.C. Sea Grant Consortium, the Citadel, and College of Charleston Lowcountry Hazards Center on analyzing data.
- Work with other partners on exploring changes to the County's engineering standards for stormwater management.

Strategy - Better Characterize Local Tide Information

HIGH PRIORITY—LOW EFFORT

Purpose: Develop a program to monitor tide levels and conditions in Beaufort County's waterways to record sea level and tidal variations locally. Currently the County relies on tidal record data from Ft. Pulaski or Charleston, neither of which fully characterize conditions in the County.

Actions

- Work with partners to purchase and install tidal gauges at locations in Beaufort County. Possible locations could include the Whale Branch Bridge, the Broad River Bridge, and the bridge over Skull Creek at Hilton Head Island. Work with SCDOT to approve locations and installation.
- Learn from other S.C. coastal communities, such as Edisto Beach and Kiawah Island, about what they discovered in similar efforts.
- Seek partners to assist in funding and managing tidal gauges, including ACE Basin NERR, Palmetto Bluff Conservancy, Lowcountry Institute, S.C. Sea Grant Consortium, the College of Charleston, LCOG, MCRD Parris Island, and MCAS Beaufort.
- Explore partnerships to collect and manage data, and help maintain the gauges for the duration of the research projects.

- Work with research partners to analyze tidal data collected in Beaufort County to develop a suite of data products aimed at improving tidal flooding forecasting and high water marks.

Strategy - Plan for Water

HIGH PRIORITY—HIGH EFFORT

Purpose: Perform comprehensive water plans for vulnerable areas of the County to understand how water flows and learn how additional development and redevelopment can avoid creating or exacerbating flooding problems.

Actions

- Create a baseline for future development by studying and analyzing how stormwater, sea level rise, and storm surge interact in an area determined by geology and geological conditions. Study how wetlands will expand based on future environmental and weather conditions.
- Use the Stormwater Master Plan as a starting point for watershed-based planning and to investigate areas with flooding issues and poor soils for drainage.
- Map areas with geology and soil conditions that are conducive to development. Define parameters for areas appropriate for development and provide restrictions for those that are not. Identify incentives for directing development to appropriate areas. Use this map to inform the Coastal Resilience Overlay District.
- Generate a “water diet” to identify how much additional stormwater the studied area can manage to assist planners, developers, and engineers in understanding how development can occur in that watershed and how low-impact development and green infrastructure can reduce impacts.
- Consider partnering with appropriate entities, such as the College of Charleston, the S.C. Sea Grant Consortium, and other agencies for additional resources.
- Consider updating wetland protection ordinances to close gaps created by the changes to the Clean Water Act.

Strategy - Study Groundwater

HIGH PRIORITY—MEDIUM EFFORT

Purpose: Study groundwater volume and salinity to help the County understand how various

services, such as water, sewer, and septic, are affected by rising sea levels and to help create timelines and decision points based on future projections.

Actions

- Work with the College of Charleston, University of South Carolina, SCDHEC, MCRD Parris Island, MCAS Beaufort, and other partners on characterizing groundwater volume and salinity, particularly in areas where agriculture relies heavily on groundwater for irrigation and other needs.
- Study and monitor the impacts of sea level rise and saltwater intrusion on groundwater supply. Work with the appropriate entities to do so.
- Work with USC, S.C. Sea Grant Consortium, and the College of Charleston to understand how sea level rise affects groundwater level and septic system functionality.
- Consider adopting watering and irrigation ordinances to promote the use of tertiary effluent reuse.
- Assess current codes and programs that already meet goals identified in sea level rise planning in order to ensure they are having the intended effects and consider the most up-to-date science.

Strategy - Identify Critical Infrastructure

HIGH PRIORITY—LOW EFFORT

Purpose: Define what counts as critical infrastructure for sea level rise planning in public, private, and quasi-public areas. Identify locations and any existing coordination between public and private entities for maintaining or upgrading critical infrastructure to meet future conditions.

Actions

- Map and analyze locations of existing vulnerable critical infrastructure and examine with projected future conditions. This includes developing an inventory of low-lying public facilities and infrastructure, including roads, sewer, water, public buildings, and stormwater infrastructure.
- Develop a strategy to retrofit the most vulnerable existing critical infrastructure facilities. Examples include raising structures or installing flood-proofing systems.

- Work with EMD and other local government officials to develop a risk rating system for existing critical facilities and roads.
- Evaluate whether facilities most at risk should be relocated in full or mitigated on existing sites.

Strategy - Identify Critical Roads

HIGH PRIORITY—LOW EFFORT

Purpose: Map and prioritize low-lying roads and causeways for protection and/or elevation as necessary.

Actions

- Develop inventory of low-lying roads that experience or have the potential to experience disruptive tidal and stormwater flooding.
- Develop prioritization criteria based on the importance of roadway improvements on such factors as average daily traffic counts (ADTs), lack of alternative routes, and importance of roadway for evacuations.
- Consider establishment of a minimum elevation requirement for new roads and road improvements.
- Develop policies for road construction elevation in the County to ensure sufficient future drainage and access during storms. Ensure other building policies support these efforts.

Strategy - Local Government Intervention

HIGH PRIORITY—MEDIUM EFFORT

Purpose: Develop criteria for identifying when the County intervenes, either through policy and/or funding regarding flooding and sea level rise impacts to public, quasi-public, and private infrastructure and individual properties to ensure equitable and proportional responses.

Actions

- Study and develop criteria based on income and other means.
- Study and identify funding streams and opportunities other than FEMA.
- Explore whether participation criteria includes public benefit in exchange for participating

in a buyout-program. Public benefits include beach and water access, wetland restoration for flood water storage, or similar type benefits to public good.

Strategy - New Public Facilities & Capital Improvements

HIGH PRIORITY—LOW EFFORT

Purpose: Develop policies that require the design and location of future capital improvements and critical infrastructure to account for projected sea level rise and lifespan of structure, as well as promoting energy efficiency and reduced carbon footprint.

Actions

- Coordinate with EMD on design and location of future critical infrastructure.
- Work with S.C. Sea Grant Consortium, MCRD Parris Island, MCAS Beaufort, BJWSA, and others to convene a Public Service Working Group exploring sea level rise and climate effects on drinking water supply/distribution and sewer service.
- Coordinate with Beaufort-Jasper Water and Sewer Authority and public service districts on Hilton Head.

5.3 Resilience Strategies: Action

Definition: Beaufort County and related jurisdictions are adopting and implementing the policies and strategies identified in the Study stage.

Measures of Success: Various policies and protocols that improve Beaufort County's long-term resilience are implemented. Buildings are higher and safer. Infrastructure is being made more resilient. Resilience is being put into action.

2040 Comprehensive Plan Connections: NE 4.1, NE 4.2, CF 3.1

Strategy - Build More Resiliently

HIGH PRIORITY—HIGH EFFORT

Purpose: Retrofit existing and place future utilities and critical infrastructure out of harm's way.

Actions

- Adopt a policy to discourage the use of engineered on-site septic systems in low-lying areas and in hydric soils by limiting density of residential development that is not on public sewer.

- Partner with DOT to retrofit the priority low-lying roads and causeways for protection and/or elevation as necessary. Whenever possible, replace low-lying causeways with bridges.
- Design and construct future capital improvements and critical infrastructure to account for projected sea level rise and lifespan of structure, as well as promoting energy efficiency and reduced carbon footprint.
- Retrofit most vulnerable existing critical infrastructure facilities.
- Periodically evaluate policies related to Base Flood Elevation (BFE) based on emerging scientific evidence and changing conditions in the future.

Strategy – Coastal Resilience Overlay

HIGH PRIORITY—MEDIUM EFFORT

Purpose: Adopt a coastal resilience overlay district that corresponds with areas in the 100-year and/or 500-year flood plain. Initial purpose of the district is to require informational disclosure to property buyers.

Actions

- Determine the appropriate criteria for the district. Initial focus should be on full real estate disclosure when property is transferred in low-lying areas. Disclosure should discuss the history of flood impacts and potential for future impacts.
- Remap the district after additional sea level monitoring work and water plan development occurs to recognize the combined impacts of sea level rise, king tides, and increased rainfall. The district should incorporate modifications to existing development standards.
- Develop a set of policies to require new infrastructure to be located outside of the Coastal Resilience Overlay district, unless deemed necessary.

Strategy – Protect Low-Lying Properties

HIGH PRIORITY—MEDIUM EFFORT

Purpose: Continue to promote smart growth principles of favoring infill and redevelopment over sprawl while recognizing that low-lying properties should not be targeted for intense development regardless of their location.

Actions

- Identify low-lying properties that serve important drainage and stormwater function based on elevation and soils.
- Utilize the Rural and Critical Lands Preservation or the Green Space programs to identify and preserve land best suited for future marsh migration. Leverage non-county funding through programs like the Lowcountry Sentinel Landscape and REPI.
- Develop a plan for targeting the most critical and vulnerable infill properties that serve important drainage and stormwater functions for acquisition or transfer of development rights.
- Develop policies that factor a property's suitability for development into future decisions on zoning amendments. Suitability for development should include factors such as elevation, soils, and vulnerability to sea level rise.
- Explore developing a County-run repetitive loss/severe repetitive loss buyout program. Consider revising definitions under the Rural and Critical Lands Preservation or the Green Space programs to target severe repetitive loss properties, low-lying and poorly drained lots, and lands suitable for future marsh migration.

5.4 Resilience Strategies: Reassess

Definition: Checking in to see if the policies and strategies are working as intended. Continuously examining scientific data that informs ongoing work under the Awareness, Study, and Action stages.

Measures of Success: Continuous examination of what we have implemented to ensure we are achieving the intended outcomes. Ongoing revision of plans, policies, and actions to incorporate the most recent scientific data necessary to inform effective resilience actions.

Strategy - Assess Current Codes and Programs

HIGH PRIORITY—HIGH EFFORT

Purpose: Examine and analyze existing codes and programs that have been implemented to meet the goals of identified sea level rise planning.

Actions

- Monitor and update policies and practices based on ongoing collection or study of tide levels, ground water volume and salinity, and rainfall.
- Reassess criteria for when the County intervenes, either through policy or funding regarding flooding and sea level rise impacts to public, quasi-public, and private

infrastructure and individual properties to ensure equitable and proportional responses.

- Monitor the application of the Southern Lowcountry Stormwater Ordinance and Design Manual and make necessary adjustments to the manual as revealed by new development and available science.
- Update the Coastal Resilience Overlay and policies that address how vulnerable critical infrastructure facilities are retrofitted and that require the design and location of future capital improvements and critical infrastructure to account for projected sea level rise and lifespan of the structure.
- Reassess criteria for retrofitting the most vulnerable existing critical infrastructure and for developing policies that impact the design and location of future capital improvements and critical infrastructure to account for updated projections of sea level rise and the lifespan of the structure, as well as promoting energy efficiency and reduced carbon footprint.

Section 6. Snapshot of Current Activities

Beaufort County is already working to address the flooding impacts caused by sea level rise, weather events, and compounded by development. The County has long held buffer requirements to keep buildings out of the path of coastal flooding and allow for marsh migration. In 2020, the County adopted an ordinance to regulate where and how much fill-dirt can be used to elevate low-lying areas on Lady's Island, which the County intends to expand. In 2019, the County adopted an ordinance to limit density in areas where sewer is not available. In 2021 and 2022, the County installed tide gauges in partnership with the Port Royal Sound Foundation and the Fripp Island Nature Center to begin collecting more localized and accurate tide data for the County. In 2021, the County updated its comprehensive plan, intentionally interweaving resilience throughout its ten elements to inform practices and policies across all aspects of life in the County.

The County also is a partner in a NOAA-funded project that will study groundwater impacts to underground infrastructure in four target areas. Researchers with the University of South Carolina, College of Charleston, S.C. Dept of Natural Resources, and the S.C. Sea Grant Consortium will use groundwater level data to work with the County and residents to identify specific challenges and help create detailed resilience planning in these areas. The target areas include St. Helena Island, Shellpoint, Mossy Oaks, and Alljoy.

Finally, in 2023, an interdepartmental group comprised of County staff motivated to improve community resilience coalesced. This group has been working to identify ways the County can internally improve resilience. Specifically, this group's goals are to preserve and protect County assets through two primary pathways: making resilience improvements to existing

infrastructure now, and incorporating resilience considerations at the outset of planning for future projects. Their priorities support, validate, and expand recommended strategies identified in this document. See **“Appendix D: Resilience Strategies Identified by Beaufort County Departments” on page 43** to learn more about this staff-led initiative and the specific strategies that have been identified by and for each department involved.

Section 7. Conclusion

Like many coastal areas in South Carolina, Beaufort County will experience impacts from sea level rise and extreme weather events. Fortunately, the County’s Sea Level Rise Task Force has worked to understand the projected future impacts in order to provide proactive strategies to bolster resilience. This report details actions we can take over the next decade to mitigate the most impactful consequences of sea level rise and better ensure the success of operations and livability here in Beaufort County over the next several decades.

Section 8. Glossary

ACE Basin: A vast estuary and tidal marsh in Colleton, Beaufort, and Charleston counties where the Ashepoo, Combahee, and Edisto rivers converge into the St. Helena Sound. It is one of the largest undeveloped estuaries on the east coast.

Annual Return Interval (ARI):

- 50-year storm: An event that has a 2 percent chance of occurring in any given year.
- 100-year storm: An event that has a 1 percent chance of occurring in any given year.
- 200-year storm: An event that has a 0.5 percent chance of occurring in any given year.
- 500-year storm: An event that has a 0.2 percent chance of occurring in any given year.
- 1,000-year storm: An event that has a 0.1 percent chance of occurring in any given year.

Datum: A fixed point on a scale that determines a baseline for various types of measurements, such as the North American Vertical Datum or NOAA's Mean Sea Level datums. These points vary based on location.

Emissions Scenarios: Future sea level rise estimates based on varying carbon emission output scenarios that could reasonably occur within a given time frame as a result of human activities. The amount of carbon emissions released into the atmosphere has an impact on the amount of sea level rise anticipated. The more carbon emitted, the higher the levels of sea level rise.

Groundwater: Water found below the surface of the earth, taking up space between soil particles and rocks. Groundwater is found in multiple layers, sometimes referred to as the water table or an aquifer.

King Tide: An especially high tide that typically corresponds with the alignments of the Earth, sun, and moon. These typically occur a few times a year, most notably in the spring and fall. The heights of these types of tides has increased due to sea level rise.

Mean Higher High Water (MHHW): A datum that marks the annual average of the daily highest high tide. Of the daily two high tides we experience, one is always higher than the other.

Mean Lower Low Water (MLLW): A datum that marks the annual average of the daily lowest low tide. Of the daily two low tides we experience, one is always lower than the other.

Mean Sea Level (MSL): A datum that marks the average sea level, with extreme variations and storm surges averaged out of the calculation.

Rain Bomb: Term used to describe a sudden, large amount of rainfall recorded in an area over a short period of time, often resulting in flash flooding. These can be difficult for weather

forecasters to predict because they often happen over small areas.

Resilience: The ability of communities, economies, and ecosystems to successfully overcome and adapt to environmental changes and natural hazards.

Saltwater Intrusion: The movement of salt water into fresh water aquifers, which can lead to contamination of drinking or agricultural wells.

Sea Level Rise: An increase in the volume of the ocean due to a variety of factors, such as thermal expansion (warmer water takes up more space), melting glaciers in Antarctica and Greenland, and slowing down of large ocean currents. This results in more frequent tidal flooding.

Spring Tide: Slightly higher than average high tides that correspond with the new and full moon phases. These tides happen at least twice a month.

Storm Surge: A temporary rise in the surface level of the sea associated with storms, caused by wind and changes in atmospheric pressure; can cause extreme flooding and damage.

Tidal Epoch: A 19-year cycle that NOAA uses to calculate datums such as Mean Sea Level and Mean Higher High Water. The 2000 tidal epoch is based on records from 1983 to 2001. Tidal epochs are reconsidered for revision every 20-25 years.

Tidal Flooding: A temporary inundation of water caused by higher-than-usual tides. This type of flooding is becoming more frequent as sea level rise creates higher high tides. Also known as “sunny day flooding” because tidal flooding is not associated with or caused by rain. However, tidal flooding can be compounded by rain.

“Total Water Level” Approach: A way of visualizing future water levels by combining tidal variation and wave movements with sea level rise projections. Sea level rise projections are represented in mean heights above mean higher high tide and do not fully symbolize how tide levels will appear in real life.

Tropical Cyclone: Fast moving storm system that forms over oceans, fueled by warm, moist air and typically characterized by a low-pressure center, strong winds, and heavy rain.

Vertical Land Movement (VLM): A generic term for all processes that impact land elevation fluctuations at given locations (i.e. tectonic movements, subsidence, ground water extraction).

Vibrio: *Vibrio* refers to a strain of bacteria that thrives in warm salt and brackish water environments. It can cause human illness called vibriosis that can be contracted by eating raw or improperly cooked shellfish or through salt or brackish water exposure to open wounds.

Appendix A: A Detailed Look at Tidal Flooding Records at the Ft. Pulaski Gauge

Tidal records at the Ft. Pulaski gauge are kept by NOAA's National Ocean Service. The National Weather Service office in Charleston has developed a database of flooding records at the gauge and has posted it on its website. The database solely counts events, or each time a tide reaches the designated minor, moderate, or major flood thresholds. Records go back to 1935 for the Ft. Pulaski gauge. In **Table 3**, records since 2000 are listed by threshold level.

Table 3: Annual Flood Events Since 2000 at the Ft. Pulaski Gauge

Threshold	Minor (9.5-9.99 ft)	Moderate (10.0-10.49 ft)	Major (10.5+ ft)	Total Flood Events by Year
2000	0	0	0	0
2001	2	1	0	3
2002	3	0	0	3
2003	1	0	0	1
2004	0	0	0	0
2005	1	0	0	1
2006	0	0	0	0
2007	4	0	0	4
2008	1	0	0	1
2009	2	2	0	4
2010	1	0	0	1
2011	0	0	0	0
2012	9	0	0	9
2013	1	0	0	1
2014	1	0	0	1
2015	14	1	0	15
2016	11	1	1	13
2017	4	0	1	5
2018	3	2	0	5
2019	12	3	0	15
2020	13	2	0	15
2021	4	3	0	7
2022	10	2	0	12
2023	18	3	0	21

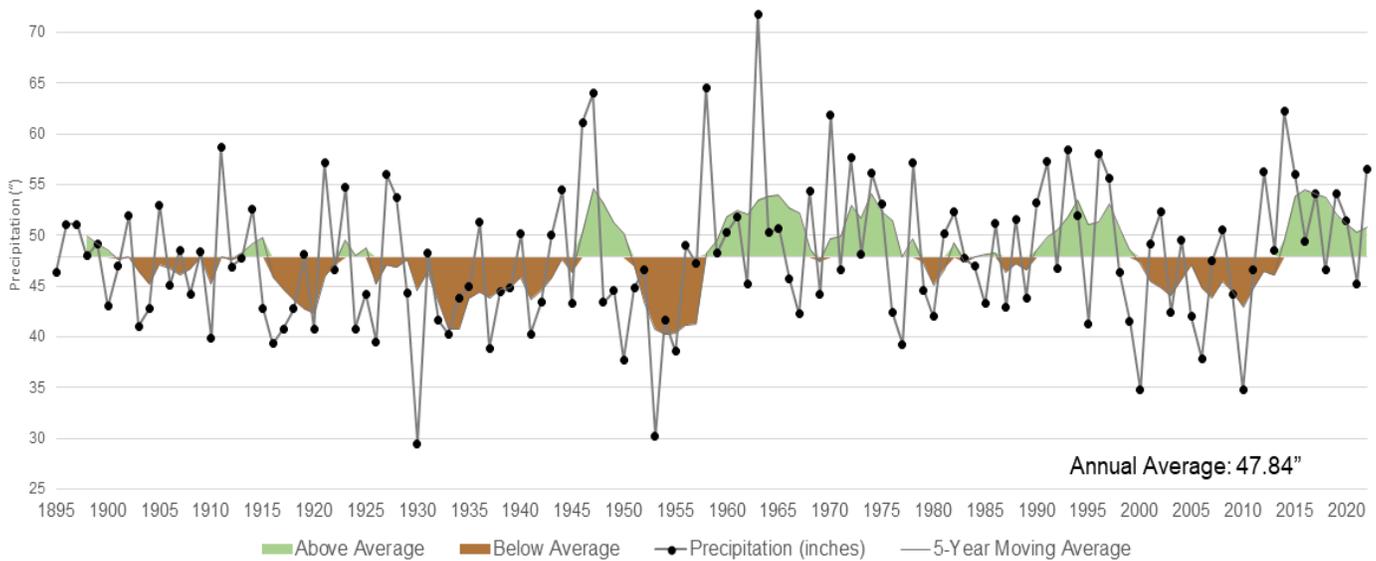
Source: National Ocean Service, [National Weather Service](#)

Appendix B: Annual Precipitation Records from the S.C. Office of the State Climatologist

Assessing precipitation changes over the long term can be challenging due to a lack of long-term recording stations and the highly localized nature of rainfall. For the purposes of this report, we're using two separate recording methods to highlight how rainfall patterns may or may not have changed. Examining a larger area has more statistical significance than a single location. The National Climatic Data Center and the S.C. Office of the State Climatologist use climate regions to better examine averages over the long term. The Southern Climate Division in South Carolina comprises of Allendale, Bamberg, Barnwell, Beaufort, Berkeley, Charleston, Colleton, Dorchester, Jasper, and Hampton counties.

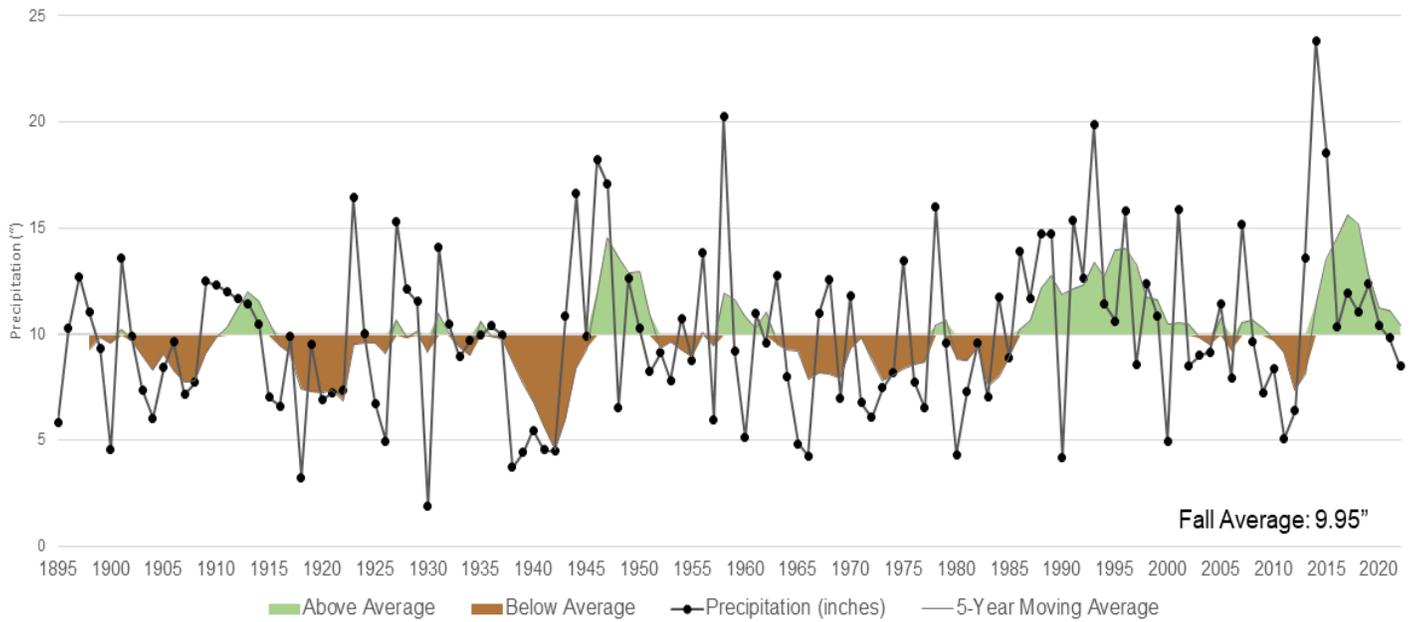
As illustrated in **Figure 7**, there is no defined trend in changes in annual precipitation. There is a slight trend showing an increase in average precipitation in meteorological fall, which is September, October, and November, illustrated in **Figure 8**.

Figure 7: Southern Climate Division Annual Average Precipitation (1895-2023)



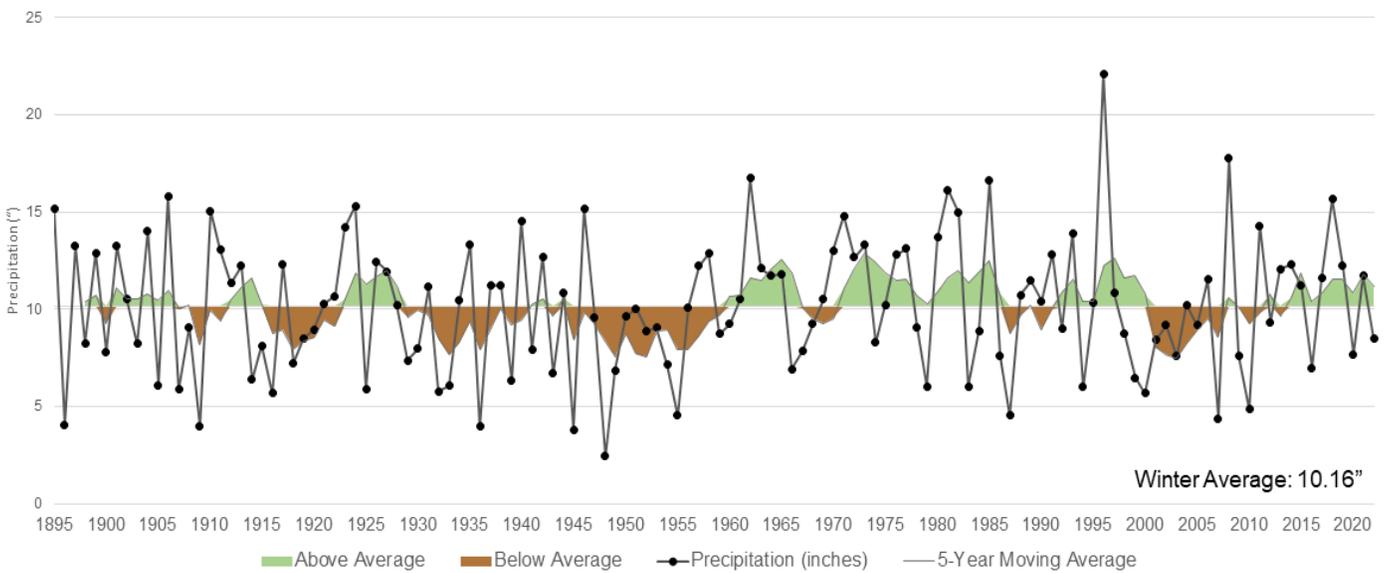
Source: Office of the State Climatologist/DNR

Figure 8: Southern Climate Division Fall Average Precipitation (1895-2023)



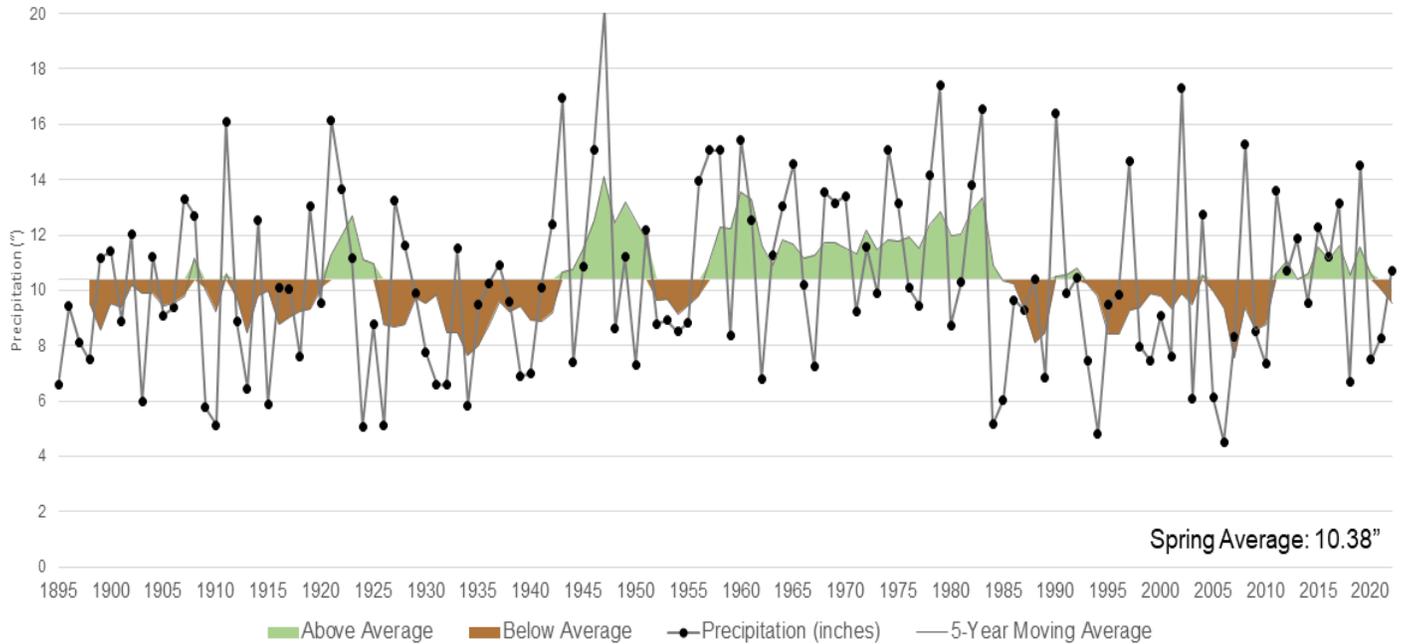
Source: Office of the State Climatologist/DNR

Figure 9: Southern Climate Division Winter Average Precipitation (1895-2023)



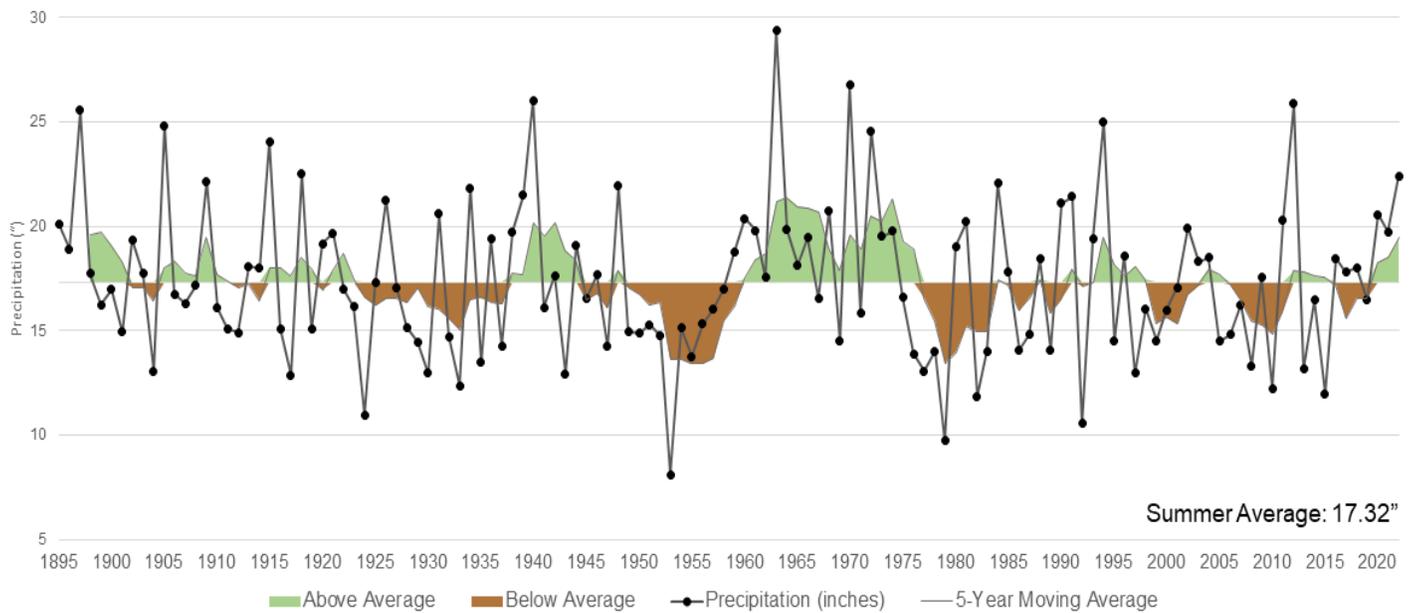
Source: Office of the State Climatologist/DNR

Figure 10: Southern Climate Division Spring Average Precipitation (1895-2023)



Source: Office of the State Climatologist/DNR

Figure 11: Southern Climate Division Summer Average Precipitation (1895-2023)

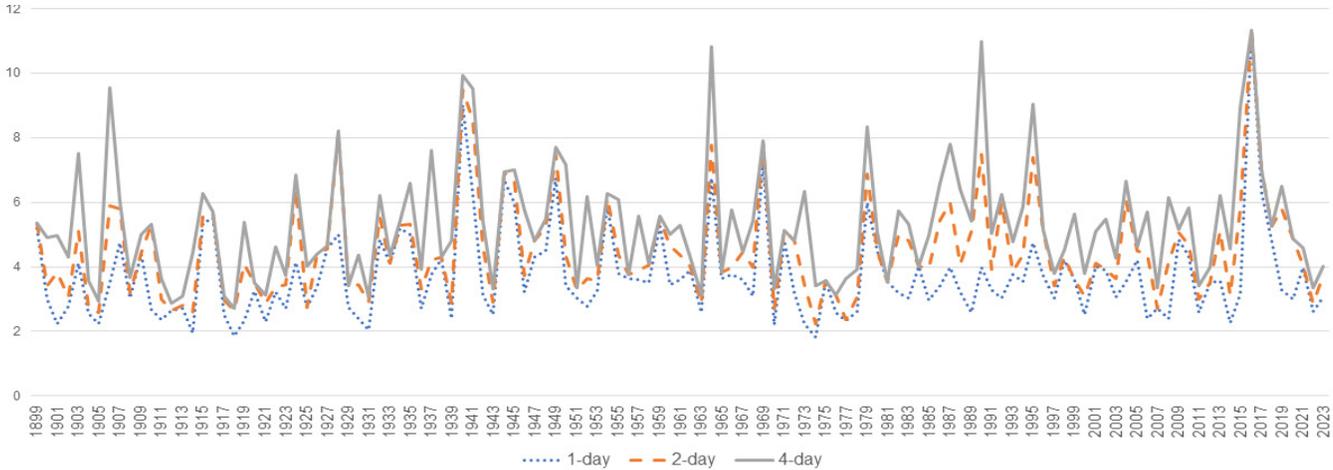


Source: Office of the State Climatologist/DNR

By zooming in to the long-term recording site at Yemassee, we can examine changes to daily maximum rainfall totals as a measure of how extreme precipitation may or may not be

changing. There is no real trend in the 1-day or 2-day maximum rainfall totals. Yet, there is a slight upward trend in 4-day maximum rainfall totals, as seen in **Figure 12**, which shows rain fall totals per year for 1-day, 2-day, and 4-day periods from 1899 to 2023.

Figure 12: Yemassee 1-day, 2-day, and 4-day Maximum Rainfall Totals



Source: Office of the State Climatologist/DNR

Appendix C: Sea Level Rise projections for South Carolina

Future rates of sea level rise vary depending on location for a number of reasons. The Sea Level Rise and Coastal Flood Hazard Scenarios and Tools Interagency Task Force, comprised of National Aeronautics and Space Administration (NASA), NOAA, Environmental Protection Agency, U.S. Geological Survey, and U.S. Army Corps of Engineers, downscaled the global sea level rise projections developed for the Fifth National Climate Assessment for the NOAA CO-OPS tidal gauges around the country. These calculations were incorporated into the Interagency Sea Level Rise Scenario Tool. The data for the Ft. Pulaski gauge is in Table 4 and is based on the sea level in 2000. Links to both the Scenario Tool and the NOAA 2022 report that forms the scientific basis for these projection curves are at the bottom of the table.

Table 4: NOAA 2022 Sea Level Rise Projections for Ft. Pulaski Gauge (in meters)

Year	Low	Int-Low	Intermediate	Int-High	High
2030	0.18	0.20	0.21	0.22	0.22
2040	0.25	0.28	0.30	0.33	0.35
2050	0.31	0.36	0.40	0.46	0.51
2060	0.37	0.43	0.51	0.63	0.75
2070	0.42	0.51	0.63	0.84	1.03
2080	0.45	0.58	0.79	1.07	1.38
2090	0.49	0.66	0.97	1.35	1.75
2100	0.54	0.73	1.19	1.64	2.14
2150	0.76	1.15	2.17	2.74	3.79

Source: [Interagency Sea Level Rise Scenario Tool](#); NOAA, et al 2022

Appendix D: Resilience Strategies Identified by Beaufort County Departments

The interdepartmental group of staff members working to achieve a more resilient future for Beaufort County is comprised of representatives from the Planning & Zoning Department, Engineering Department, Capital Improvements and Facilities Management Departments, and the Public Works Department. This group has been working to identify ways Beaufort County can protect and preserve its assets as a starting point to addressing resilience within the County. Below are department-specific contributions to the Long-Term Resilience Strategy that were developed by the group. While each department identified slightly different strategies, a common theme across all departments is to improve the resilience of County-owned infrastructure and facilities.

Introduction

Beaufort County owns and maintains diverse public infrastructure, including public boat landings, fishing piers, roads, libraries, stormwater systems, bridges, causeways, government buildings, swimming pools, airports, recreation centers, parks, multi-use pathways and sidewalks, public safety facilities, solid waste facilities, and more. Managing these facilities is extremely complex and doesn't end once a facility has been designed and constructed. Post-construction, County staff continually maintain, assess, and upgrade facilities as needed. While local building codes, which reflect International Building Code requirements, require that some current environmental conditions be considered from the outset of design in order to increase the longevity of the facility, changing environmental conditions are exerting additional pressures that haven't been planned for. These changing conditions reduce the lifespan of facilities and

increase the cost of routine maintenance, renovations, and upgrades when systems fail. Such realities are motivating County staff to proactively address resilience to account for future conditions as a part of both planning new and renovating existing County-owned infrastructure.

To begin to address these needs, staff have compiled specific strategies their departments can accomplish, like vulnerability assessments and creating policies to consider resilience during the planning phase of projects. While these strategies may initially increase the financial burden of supporting infrastructure, it will reduce costs over the life of the facilities.

Facilities Management and Capital Projects

Several environmental factors are putting pressure on County-owned buildings. Rising tides, higher intensity rainfall events, higher intensity winds, and increased risk of tropical cyclones all take a toll on existing County-owned buildings. These factors also impact how we site and build future County-owned buildings for public or emergency use, ranging from libraries to fire stations. Such realities will limit where we build and may require the County to reject more cost-effective parcels of land that are threatened by environmental changes in favor of a better suited site, like those that are free of localized flooding and maintain accessibility during a storm event, now and in the future.

Higher intensity rainfall events have additional impacts on County-owned buildings, other than flood risks. These events result in larger amounts of water over shorter durations and stronger winds than the weather patterns we are used to seeing. Many of our County-owned buildings have near-flat roofs with drains and internal piped gutter systems that can be quickly overwhelmed by intense rain events. They require routine maintenance to remain free flowing and clear of debris, and higher intensity events will increase the frequency of these maintenance activities. Where more intense rainfall will more frequently impact the function of roofing and draining systems, wind-driven rain will threaten the entire building. The entire building envelope, including the roof, windows, soffits, and foundations, can be subjected to water infiltration when wind pushes rain into places typically protected from water.

The potential of damage from all of these environmental factors, wind, rain, and flooding, become heightened during a tropical event, like hurricanes. It's because of this reality that local building codes require higher design standards for both wind and flood protection than found in other parts of the country. Maintaining and adhering to higher design standards minimizes the risk of damage during an event, and further bolstering those standards to consider future conditions through our own policies lengthens the life of our county-owned buildings. However, meeting the current local codes, and raising our standards beyond them, carries a higher construction and operational cost.

Resilience Strategies: Awareness

Strategy - Expand Community-Level Science Outreach and Education

Purpose: Clearly communicating with the public and leadership at Beaufort County about the pressures facilities currently face, the anticipated effects of future conditions, and the costs of building to a higher standard with the goal of forming a foundation of support needed to fund and improve the resilience of our building infrastructure.

Actions

- Work with the Public Facilities Committee to bring them important information about the condition of our buildings and the need to assess their vulnerability to future conditions.

In 2021, the County completed a Facility Master Plan. This plan focused on the growth of staff and the need for expanded facilities and additional employee campuses to accommodate a growing team. A similar assessment needs to be completed for county facilities to assess their current condition and their vulnerability to future environmental forecasts in order to improve facility longevity and integrity, especially when faced with increasing pressures. To fully understand the scope of upgrades necessary to make our buildings more resilient, as well as the expected cost of doing so, we must conduct a Facility Condition and Vulnerability assessment.

Resilience Strategies: Study

Strategy - Identify Critical Infrastructure

Purpose: To utilize a Facility Condition and Vulnerability Assessment to determine how existing County-owned buildings can or cannot withstand projected weather conditions.

Actions

- Allocate funding with a request in the Capital Improvements Plan to hire professional consultants who will inventory each of our existing facilities, assessing their current condition and vulnerability to future weather and tidal conditions. This team would be expected to document the design and nature of each building system (e.g. roof, HVAC, foundation, generator, etc.) and determine each building's current age, condition, and rehabilitation needs for current and future environmental conditions. The result of this effort would be a prioritized list of rehabilitation needs and upgrades with cost estimates to be tackled over short- and long-term implementation plans.

Resilience Strategies: Action

Strategy - Build More Resiliently

Purpose: To develop and maintain resilient facilities and staff to support them.

Actions

- Implement the recommendations from the Facility Condition and Vulnerability Assessment.
- Develop a well-trained, resilience-aware workforce on resilient procedures and policies, providing resources and information, so staff can make decisions and take actions to effectively implement the Facility Condition and Vulnerability assessment recommendations.
- Closely coordinate with the Finance, Procurement, Building Codes, Public Works, Engineering, Planning & Zoning, and Human Resources departments to maintain a properly trained workforce, resilient facilities, and the facilities' associated operational needs.
- Implement improved building and design regulations to ensure we begin planning for resilience at the outset of the planning phase of new projects, thereby reducing the impact of costly upgrades and renovations in the future.

Planning for and incorporating resilience into our initiatives isn't a one-time process. It's cyclical and will need to be periodically revisited. We will need to regularly assess the actions we've taken to improve our County-owned facilities' resilience to ensure our upgrades are properly working, new technologies and data are incorporated, and additional changes are made as needed. We must constantly be intentional about incorporating resilience into our facilities.

Resilience Strategies: Reassess

Strategy - Assess Facilities and Programs

Purpose: To continually improve education campaigns, training programs, and our facilities by assessing what's in place and adapting it based on the most up-to-date science and knowledge.

Actions

- Periodically communicate with County elected leaders and staff about resilience initiatives and how they strengthen our planning, designing, construction, and operation of County-owned buildings.
- Regularly host staff training sessions incorporating the most recent data to inform and improve resilience initiatives.

- Conduct a Facilities Condition and Vulnerability Assessment every three to five years to stay current and ahead of the curve. Make sure to consider growth projections, as these will impact the need for new facilities in the County. Even if conditions or needs go unchanged, a reassessment will provide opportunities to update cost estimates and adjust priorities.

Engineering Department

In many ways, a jurisdiction's most expensive and important asset is its roadway system. Roadway systems enable the safe and efficient transport of goods and people. While allowing for commerce, they also provide safe evacuation routes during natural disasters. Beaufort County maintains more than 200 miles of paved roadways and over 70 miles of unimproved roadways. The County's municipalities, along with SCDOT, own and maintain the remainder of the public network, which is more than double the size of the County's. As the County feels the effects of climate change, including rising tides and more extreme rainfall events, its roadway system becomes more exposed to the risk of flooding. Given that our community is comprised of numerous sea islands and barrier islands served by causeways or bridges, and many of our other roads occur at low-lying elevations or are constructed on embankments that cross marshlands, the resilience of our roadway system impacts most of our community. If it's not already occurring, these roadways are at risk of over-topping or other failures in the future. For much of our community, these roadways provide the only viable evacuation route in the event of a hurricane or are the only connection to everyday needs, like grocery stores, medical facilities, and schools. They are literal lifelines in both good and bad times. It is necessary that we develop strategies to prevent the degradation of our roadways, our most valuable asset.

The entire state of South Carolina is feeling widespread impacts of climate change. In response to several years of destructive weather events related to changing environmental conditions, South Carolina created the South Carolina Office of Resilience (SCOR), who developed and published a Statewide Resilience and Risk Reduction Plan. While this plan identifies many strategies, it does not directly address infrastructure. We can look to other states and entities for examples of resilient road and transportation planning, though. The Virginia Department of Transportation has developed a Resilience Plan for their transportation network, going so far as creating an Office of Transportation Sustainability. The Delaware Department of Transportation has created a Division for Transportation Resilience and Sustainability. Other states along the Atlantic coast, including Florida and North Carolina, have also made investments in resilience, including creating dedicated departments and strategic plans. At the federal level, the U.S. Department of Transportation, Federal Highway Administration, U.S. Army Corps of Engineers, Department of Defense, and National Oceanic and Atmospheric Administration are all working toward improving infrastructure to be more resilient. Many guiding documents and programs

have been established through these agencies, accompanied by substantial increases in funding opportunities for resilience that our County can leverage for our own local projects.

Understanding the growing risks our infrastructure faces, the Beaufort County Engineering Department is developing a holistic approach to resilience that will address all of our engineering projects. Balancing the need to create and promote resilient infrastructure while being fiscally responsible and maintaining current levels of service will be challenging. The following emphasis areas will be incorporated into our resilience initiatives.

Resilience Strategies: Awareness

Strategy - Expand Community-Level Science Outreach and Education

Purpose: To ensure stakeholders, like elected officials, municipal groups, local non-profit organizations, and more, are aware of the need to incorporate resilience in transportation and roadway projects.

Actions:

- Work with stakeholders and advocacy groups to develop a coalition dedicated to sustainability and resilience in the local infrastructure network.

Beaufort County has an opportunity to become a leader in regional resilience. Due to our unique geography, location, and assortment of stakeholders, we can become an example of productive regional cooperation. Much of this work has already begun and is ongoing. Between the various conservation groups, municipal planning organizations, cultural organizations, the Department of Defense, and other stakeholders, there are many existing research and planning documents that can be built upon.

Resilience Strategies: Study

Strategy - Identify Critical Roads

Purpose: To determine our roadway network's ability to withstand future environmental conditions and identify new, resilient techniques for incorporation into projects.

Actions:

- Within one year, conduct a Vulnerability Assessment of at-risk infrastructure and develop an implementation plan based on the assessment.

As required in the Comprehensive Plan and reiterated in the Long-Term Resilience Strategy, conducting a vulnerability assessment is one of the first steps toward improving the resilience of our County-owned infrastructure. This assessment should make sure to review, at a minimum, causeways, low-lying roadways, and culvert pipes. As part of the assessment, a

rating system shall be developed for project prioritization. The final deliverable will be a five-year implementation plan documenting recommended repair and estimated project costs.

Strategy - Identify Resilient Techniques

Purpose: Assess new techniques that can be incorporated into existing and future roadway projects to improve resilience.

Actions:

- Identify opportunities to utilize green infrastructure.

Green infrastructure uses more natural processes to achieve the same effect as “gray” infrastructure, which can negatively impact adjacent properties. Additionally, much more funding is available for projects incorporating green infrastructure, signaling a general interest in shifting toward these development techniques. Even without funding, the use of green infrastructure in lieu of gray infrastructure can reduce initial project costs. Examples include using living shorelines to protect vulnerable causeways instead of or in combination with gray infrastructure, like rip-rap. Green infrastructure projects also create opportunities for teaming up with other stakeholders through funding opportunities like the Department of Defense’s REPI Challenge program.

Resilience Strategies: Action

Strategy - Build More Resiliently

Purpose: Retrofit existing and place future utilities and critical infrastructure out of harm’s way.

Actions:

- Review future projects with resilience and sustainability in mind to incorporate these aspects early in the planning and design process.

By conducting resilience reviews during the planning and design process, we can identify areas to make projects more resilient, as well as sustainable. Identifying these opportunities for improvement early on and pairing them with a cost-benefit analysis will reveal the best long-term options for improving infrastructure. Many of our infrastructure projects possess a multitude of possibilities to incorporate resilience. Examples include: streetscaping projects with vegetated medians to provide opportunities to capture and treat stormwater, reducing localized flooding on roads and treating water before it impacts nearby salt marshes. Using vegetated slopes along causeways can slow the rate of erosion. Pervious pavement or geocell applications may lessen the impact of dirt road projects on the surrounding natural areas

and reduce the need for costly stormwater BMP installation.

- By the next funding window, establish a process to identify and pursue grant opportunities for funding resilience projects.

The recently passed Bipartisan Infrastructure Law (BIL) has opened multiple avenues of funding, making available billions of dollars for resilience initiatives. It has also created new programs that facilitate resilience projects. Many of these opportunities can be found through grant programs like FEMA BRIC, PROTECT, and NOAA Climate Resilience Regional Challenge Grants, among others.

- Within one year, establish a minimum roadway elevation.

Work with stakeholders to review tidal data and determine a minimum roadway elevation that takes into account current tide levels and anticipated sea level rise impacts. Develop an ordinance to adopt the new minimum as a part of County standards. Adapt existing at-risk County roads to the new standard.

- Become an Envision Certified entity within one year and have all projects evaluated for certification within two years.

ASCE, APWA, and ACEC created the Institute for Sustainable Infrastructure (ISI) in collaboration with Harvard University. The ISI established the envision program, which is a framework and rating system that reviews civil infrastructure projects and provides multiple levels of verification relating to both the resilience and sustainability of a project. Agencies and private entities can become Envision Certified, opening the door to additional benefits and project ratings.

Resilience Strategies: Reassess

Strategy - Continually Assess Techniques and Programs

Purpose: To ensure the most up-to-date science and building techniques are understood and used.

Actions:

- Work with researchers and vendors to test new products or techniques. Incorporate successful products or techniques into ongoing programs for future projects.

Beaufort County has already begun to build these relationships. The Engineering team has joined the CORE SC Infrastructure working group and has worked to build partnerships with organizations like The Ray. Through these partnerships, we can be a local driving force in

resilience and technological advancement in infrastructure. Additional opportunities may be present to work with organizations like NOAA, SC Sea Grant Consortium, and local higher education institutes to identify research opportunities to evaluate new technologies. Not far from Beaufort, Charleston County has led the way in this area and created an exemplary model for us to adapt to our own local needs.

Public Works Department

The Public Works Department is currently engaged in routine monitoring of County assets, including road infrastructure, bridges, boat landings, fishing piers, and drainage systems to determine the impacts of sea level rise. Each of these facilities is subject to tidal fluctuations that we experience today. Of particular concern are the impacts of King Tides, which currently bring water levels to above-average heights several times a year. As tides rise in Beaufort County, we will see normal daily tides that look like today's King Tides, and our infrastructure will become regularly exposed to the impacts of consistently higher water levels. The Public Works Department recognizes that proactively planning and budgeting for infrastructure improvement projects that take into consideration forecasted environmental trends will decrease the financial strain of acting after anticipated impacts begin degrading the integrity of our infrastructure. By taking action today, we can lessen the burden of a once-enormous financial outlay for capital projects in the future.

With this in mind, the Public Works Department has identified the following strategies as those most imperative to improving future resilience:

Resilience Strategies: Awareness

Strategy - Expand Community-Level Science Outreach and Education

Purpose: Conduct education campaigns targeting elected officials and citizens.

Actions:

- Continue to educate elected officials and citizens on the importance of planning for resilience.

Resilience Strategies: Study

Strategy - Identify Critical Infrastructure

Purpose: Identify critical infrastructure and determine how they withstand future environmental trends.

Actions:

- Most importantly, conduct a Vulnerability Assessment that identifies County-owned infrastructure that's in need of improvement to prolong its functional life considering anticipated worsening environmental trends. Use the results of the assessment to prioritize infrastructure upgrades and adaptation projects, then implement the recommendations.

Resilience Strategies: Action**Strategy - Build More Resiliently**

Purpose: Improve standards, policies, planning, and design procedures to improve how we build.

Actions:

- Review and improve County standards and policies to address resilience related initiatives. These standards may improve our current building codes, floodplain policies, stormwater management practices, and engineering standards.
- Review and improve County facilities to accommodate resilient design. This is not only important for the general maintenance and management of our current facilities, but also sets an example for our community and neighbors.

Resilience Strategies: Reassess**Strategy - Continually Assess Techniques and Programs**

Purpose: Continually review the vulnerability status of facilities.

- Supplement the work being conducted by the Planning & Zoning department by implementing cyclical reviews of facilities and adapting for resilience.

To jump-start this process, the Department has already begun identifying infrastructure it suspects or knows to be at risk of current tidal conditions and, especially, future anticipated conditions. These facilities are Paukie Island Road, Old Jericho Road Bridge, Half Moon Island Road, Witsell Road, Butcher's Island Boat Landing, Marshland Boat Landing, and Sugar Hill Boat Landing.

ORDINANCE 2024/ _____

AN ORDINANCE AMENDING THE BEAUFORT COUNTY 2040 COMPREHENSIVE PLAN TO ADD THE BEAUFORT COUNTY LONG-TERM RESILIENCE STRATEGY AS AN APPENDIX

WHEREAS, coastal South Carolina has experienced changing environmental trends including over one foot of sea level rise in the last 100 years and increasing frequencies of intense rainfall and tropical events; and

WHEREAS, the impacts of changing environmental trends are costly, impart damages to public and private infrastructure, and disrupt local economies, communities, and ecosystems; and

WHEREAS, to better protect South Carolinians, South Carolina State Legislature recognized the need to plan for resilience as a result of changing environmental conditions and passed the 2020 South Carolina Disaster Relief and Resilience Act, which created a requirement for comprehensive plans to include a resilience element; and

WHEREAS, Beaufort County Council adopted the 2040 Comprehensive Plan, wherein resilience was incorporated as a major theme, on November, 8, 2021; and

WHEREAS, the Comprehensive Plan is intended to be a living document that is responsive and relevant to changing conditions; and

WHEREAS, Beaufort County Planning Staff found it necessary and prudent to more directly address resilience in the 2040 Comprehensive Plan and developed the Long-Term Resilience Strategy (Exhibit “A”); and

WHEREAS, the Long-Term Resilience Strategy addresses experienced environmental changes, assesses anticipated future climate trends, identifies potential impacts to the economy, community, and environment, and provides prioritized strategies to prepare Beaufort County to anticipate, absorb, recover, and thrive in changing environmental systems; and

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize an ordinance amending the Beaufort County 2040 Comprehensive Plan to add the Beaufort County Long-Term Resilience Strategy as an appendix.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE TO ACCEPT AND TO APPROPRIATE FUNDS FROM THE SOUTH CAROLINA OPIOID SETTLEMENT FUNDS
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee April 15, 2024
PRESENTER INFORMATION:
Audra Antonacci – Ogden, ACA Rebecca Whitt Burgess, Director, Alcohol and Drug Abuse Department 10 Minutes
ITEM BACKGROUND:
Beaufort County is party to a national opioid lawsuit settlement. As the South Carolina Opioid Relief Funds (SCORF) Board provides opportunities for Beaufort County to apply for funds allocated to Beaufort County, Beaufort County applies for funds to enhance capacity or new initiatives towards opiate abatement strategies. Beaufort County applied in February of 2024 and was approved.
PROJECT / ITEM NARRATIVE:
Allocation of award funds shall be given to opiate issues from prevention to recovery, and to equip those impacted with the necessary resources to provide innovative interventions to reduce opiate issues, address unmet needs and to reduce the opioid-related overdoses death across Beaufort County.
FISCAL IMPACT:
The South Carolina Opioid Relief Fund (SCORF) award is \$582,606 for one year. No matching funds.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of an Ordinance to accept and appropriate funds for the South Carolina Opioid Settlement Funds
OPTIONS FOR COUNCIL MOTION:
Motion to approve an Ordinance to accept and appropriate funds from the South Carolina Opioid Settlement Funds or motion to deny an Ordinance to accept and appropriate funds from the South Carolina Opioid Settlement Funds.

Ordinance 2024/

AN ORDINANCE TO ACCEPT AND TO APPROPRIATE FUNDS FROM THE SOUTH CAROLINA OPIOID SETTLEMENT

Whereas, the process for obtaining Beaufort County’s South Carolina Opioid Settlement Funds for allocation are at least annually applied for to the South Carolina Opiate Relief Fund Board with opiate abatement core strategies and uses found in South Carolina’s Guide to Approved Uses for Investing Opioid Settlement Funds.

Whereas, once the applications are approved by the South Carolina Opiate Relief Fund Board and the funds are obtained, Beaufort County Council will allocate those funds consistent with the core strategies and uses approved if they are found to create or supplement existing projects and not supplant; and

Whereas, funds will only be provided for approved uses to county departments or other Beaufort County entities providing for opiate abatement uses. All Beaufort County’s South Carolina Opioid Settlement Funds will have the final approval of the Beaufort County Administrator after assurances are made that the projects to be funded are found in South Carolina’s Guide to Approved Uses for Investing Opioid Settlement funds.

Whereas, the Beaufort County Council finds it appropriate to allocate \$582,606 to extend the treatment for the incarcerated population, medication assisted treatment programming, and to expand warm handoff programs, and then enhance Naloxone or other approved drug to reduce opioid overdoses by providing medications for opioid use disorders, education, and awareness to first responders and citizens through community partners, continue community drug disposal programs, for prevention opioid response to link community members to needed serves, media campaigns, and for leadership, planning, and coordination.

NOW, THEREFORE, BE IT ORDAINED, that Beaufort County Council, in a meeting duly assembled, hereby accepts, and appropriates, funds in the amount of \$582,606 from the South Carolina Opioid Settlement Funds as set forth in Exhibit “A”.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

March 21, 2024

BOARD MEMBERS

Eric Bedingfield, *Chair*

Aditi Bussells, Ph.D.
Vice Chair

Toby Chappell

Steven Donaldson

Mayes DuBose, MD

Martine Helou-Allen

Gary Mixon

Lisa Montgomery

Chief Judge H. Bruce
Williams

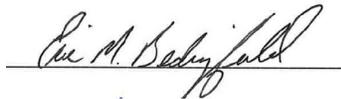
The South Carolina Opioid Recovery Fund Board has reviewed your request for South Carolina Opioid Recovery Funds and approved your request as set forth below.

As a condition of receiving South Carolina Opioid Recovery Funds, implementation of the approved abatement strategies should start within 120 days from disbursement of the funds.

Please complete and return the attached Point of Contact form within 5 days upon receipt of this notice. In addition, you are required to report to the Board periodically to confirm how the requested funds were used and to provide information regarding the impact of the funds. Please note that GPS Subfund recipients should provide attached program and fiscal reports. Annual reports will be due on or before March 31, 2025. Additional information regarding the format and content of the annual report can be found on the website scorf.sc.gov or by contacting program staff.

We look forward to learning the results of how the requested funds were used for approved abatement strategies to help combat the opioid crisis in the State of South Carolina. If you have any questions, please feel free to email contact@scorf.sc.gov.

Sincerely,



Eric M. Bedingfield, Chair
Disburse Funds to:

Payee: Beaufort County

Address: 1905 Duke Street
PO Drawer 1228
Beaufort, South Carolina 29901

SCEIS Vendor No.: 700017466

Amount: \$582,606

Approval No.: BEA2e5909

SubFund: GPS DFS

*All approvals of SC Opioid Recovery Funds are for one year only on the calendar year. All projects are to be completed by 12/31. Recipients can reapply for funds for subsequent years.

SCORF Finance Use (please do not stamp in this area):

GPS	E600010000	E600_UNBD	41220030	5170750000
DFS	E600010000	E600_UNBD	41220020	5170750000

South Carolina Opioid Recovery Fund Board
1201 Main Street, Suite 420 Columbia, SC 29201
contact@scorf.sc.gov



Beaufort County Opioid Settlement Funding Technical Proposal

Please see Beaufort County Government's funding request addressing core opioid reduction strategies within the community. This continues to be a collaborative process and will require continued collaboration to reach the desired impact in our community.

1. **Core Abatement Strategy: Naloxone or Other FDA Approved Drug to Reverse Opioid Overdoses (Continuation and Expansion):** *(New): Approved Use: Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.*

Issue: Per the DAODAS Just Plain Killers website (Most current data), Beaufort County saw a 25% increase in opioid deaths, a 31.47% increase in fentanyl-related deaths, a 5% increase in opioid prescriptions prescribed, but no increase in the amount of emergency medical services use of Naloxone in 2021 compared to 2020. Per medical contract staff at the Beaufort County Detention Center, approximately 80-120 detainees have opioid or other substance misuse issues—the detention center as a whole houses about 2,000 detainees annually. Therefore, nearly 50% of those incarcerated have opioid or substance misuse issues. Upon discharge, those with opioid issues have a reduced tolerance for opioid use, thus making them more susceptible to opioid overdoses.

Beaufort County is currently working with DAODAS on a Narcan Saturation Plan for Beaufort but is limited to distributing 300 units. DAODAS only allows their Naloxone to be distributed to disadvantaged citizens. Beaufort County sought funds in the first SCORF application to conduct county staff training through a training film deployed through the Human Resources Training Portal so high-traffic offices could have Naloxone as part of their first-aid kits. Over 100 Beaufort County employees have been trained, and Naloxone is embedded in first aid kits throughout high-traffic citizen areas, including libraries, the airport, and social service settings. The training will be ongoing and self-sustaining. Estimates while making purchases did not account for the amount needed before the 12/31/2023 deadline for purchase. Therefore, more will be required.

Additionally, the Coroner indicates that having Narcan to do training and distribution when responding to fatalities where other suspected opioid users are living. To that end, the coroner is a first responder in need of life-saving medication to prevent other fatalities.

Implementation: by Increasing the availability of Naloxone (Narcan) to citizens, especially vulnerable populations leaving detention, to supply Beaufort County offices with high citizen traffic, and the coroner's staff who is a vital first responder.

Output Target:

- Distribute at least 300 naloxone kits to Beaufort Couty Citizens leaving detention.
- Distribute 36 Narcan kits to Beaufort County offices and the Coroner's staff.

Funding Request to Expand Capacity:

- NV54 Naloxone Vending Machine for the Detention Center \$ 4,500
- Naloxone for county offices and Coroner @60 \$ 1,296
- Naloxone for Vending Machine (500 kits) @\$60 \$ 31,800

Total Cost: \$37,596
Carryover: \$ 601
Admin Costs: \$ 1,850
Total Requests: \$ 38,845

2. Core Abatement Strategy: Medication Assisted Treatment (MAT) and Other Opioid-Related Treatment (Continuation): *Strategy (Continuation): Increase MAT distribution to uninsured individuals or those whose insurance does not cover the needed Service.*

Issue: Per the DAODAS Just Plain Killers website (Most current data), Beaufort County saw a 25% increase in opioid deaths, a 31.47% increase in fentanyl-related deaths, a 5% increase in opioid prescriptions prescribed, but no increase in the amount of emergency medical services use of Naloxone in 2021 compared to 2020. In 2021, Medicaid data indicates that 176 of their beneficiaries in Beaufort County have an opioid use disorder. Yet, the alcohol and drug authority in Beaufort County has only engaged 11 total opioid use disorder patients in the past 12 months. To that end, a service gap exists, and people are overdosing and dying. Therefore, we will need to enhance engagement protocols to be able to treat more citizens with opioid use disorders with medication-assisted treatment as part of the strategy.

Concurrently, through the second funded SCORF application, Beaufort County contracted with community partners to provide indigent medication-assisted treatment services through Beaufort Memorial Hospital's Addiction Services and to support a MAT provider. The BMH program expanded the census by serving an additional forty-three (43) patients, or a **32.86 increase**. Beaufort sought and received a No Cost Extension, given the short funding period (7 months). Beaufort, per the SCORF Award, provided \$125,000 to that entity. Per preliminary reports, all funds will be exhausted. The indigent medication fund is already depleted, and the program is on target to contribute \$15,000 towards the salaries of the staff brought on board to expand access.

Given that the Alcohol and Drug Abuse Department has indigent funding available and BMH does not, it is anticipated that with embedded the staff at BMH will result in capacity building to serve more unfunded or underinsured patients with opioid use issues.

Implementation: Beaufort County will continue to employ a SCORF-funded MAT Coordinator/Counselor. The MAT Coordinator will become community-based and work within Beaufort Memorial Hospital (BMH), in addition to working within the Beaufort County Alcohol and Drug Abuse Departments locations (Beaufort and Bluffton) to provide information and coordinate treatment and medication services to those identified with an opioid use disorder moderate to severe. Additionally, continuation of contractual arrangements with Beaufort Memorial Hospital to provide medical and medication services to eligible Beaufort citizens with moderate or severe opioid use disorders will be continued.

Output:

- a. Provide up to 40 additional OUD patient services at the local alcohol and drug abuse authority.
- b. Provide medication services to up to 25 patients without insurance or those under-insured at Beaufort Memorial Hospital.
- c. Engage at least 40 new patients with OUD-related medical services.

Funding Request:

- MAT Coordinator/Counselor Salary \$ 69,955
- 3% Cola \$ 2,098
- Fringe (36%) \$ 25,939
- Advertising \$ 500
- Training and Travel \$ 1,000
- Certification Fees \$ 250
- Office Supplies \$ 500
- Telephone & Service \$ 3,600
- Liability Insurance \$ 1,000
- Electronic Medical Record Fees \$ 2,000
- Workforce Development/Supervision
For All counselors, administrators, and
Peers working with OUD patients \$28,600
- Medical and medication contractual
Services with BMH \$125,000

Total Cost: \$270,442

Admin Cost: \$13,522

***Carryover: \$ 98,864**

Total Requests: \$ 185,100

***Carryover is complicated.** Beaufort has had two applications approved by SCORF. The second approved application funding cycle ENDS before the first funding cycle with Beaufort believing it would be later (no dates were known from SCORF), and a candidate

was not immediately engaged to draw down funds from the first application, so the carryover is excessive. Further, cycle two funding in operating on a No-Cost extension to continue those programs expanded through SCORF awards. However, applying now is necessary so new programs can start, and this government entity can continue other programs with an aligned funding cycle.

3. Naloxone or Other Approved Drug to Reduce Opioid Overdoses by providing Medications for Opioid Use Disorders (MOUD) education and awareness to first responders and citizens/Provide Targeted Naloxone Distribution (Continuation):

Strategy: Expand training for first responders, schools, community support groups, and families

Issue: An increasing number of citizens in Beaufort County interface with first responders, given overdoses. Per the DAODAS Just Plain Killers website (Most current data), Beaufort County saw a 25% increase in opioid deaths, a 31.47% increase in fentanyl-related deaths, and a 5% increase in opioid prescriptions prescribed but no increase in the amount of emergency medical services use of Naloxone in 2021 compared to 2020. The ODMAP data shows that more than 50% of the opioid hot spots are in the Northern section of Beaufort County, despite having a first responder team to reduce the opioid misuse impact on Beaufort County. Given that fire districts are often the first line of defense to fatalities from overdoses when 911 dispatch is called, preparation is necessary to respond appropriately and without the impact of any stigmatizing response to care and the chain of survival.

Beaufort County partnered with the City of Beaufort and the Town of Port Royal Fire Department to employ a medical educator to provide first responder training for firefighters, law enforcement, and citizens. Part of the education to first responders is anti-stigma, the good Samaritan laws, creating awareness of community resources, and teaching how to use Naloxone. On an in-kind basis, the fire department also distributes Narcan. At the mid-point of their funding cycle, training materials have been developed, and sixty-nine (69) first responders and 20 citizens have been trained and educated as applicable. Further, Naloxone has been distributed as needed.

Implementation: The strategy is to continue the community partnership with the City of Beaufort and the Town of Port Royal Fire Department to provide education and awareness to first responders and citizens on opioid issues, naloxone use, to combat stigma, and to deliver targeted Naloxone distribution to citizens in Beaufort and Port Royal.

Output:

- a. Train a minimum of 100 first responders and 100 citizens with education and anti-stigma awareness and the use of Naloxone.
- b. On an in-kind basis, distribute Naloxone, as appropriate, and report those numbers to the funder.

Funding Request:

- Medical Education Officer (\$100,000, salary and Fringe included)

- Education supplies and Naloxone were provided in kind.

Total Cost: \$100,000

Admin Cost: \$5,000

***Carryover: \$0**

Total Requests: \$ 105,000

***Carryover is complicated:** Although there is a current carryover, given that the project is working on a no-cost extension and the subsequent funds are available, there is no anticipated carryover to occur.

4. Expansion of Warm Hand-Off Programs and Recovery Services (Continuation):

Strategy: Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare

Issue: Beaufort County has four recovery residences, but until the SCORF assisted in opening a men's house, no program allowed residents on MAT. Medication-assisted treatment is evidence-based, and the county believed that safe, sober housing for OUD users on MAT was needed. One house was opened, but it is limited to serving five residents. There is a need for another men's house to expand this option in Beaufort County.

Currently, Mercy Me is operational. It opened on July 1, 2023, in Port Royal, SC. They have served 25 men to date. Some alumni stay engaged with the house after transitioning into the community to share their strengths, experiences, and hopes with new residents. Beaufort County provided technical assistance and the requirement to become accredited by SCARR. Mercy Me is currently "In-process." Mercy Me is now nearly self-sufficient. The \$25,000 provided through SCORF funds enabled them to operationalize this endeavor. The faith community and other volunteers offer their time to provide administrative and operational oversight. Therefore, rents by residents are sustaining operations.

Implementation: Provide comprehensive wrap-around services to individuals in recovery, including housing and transportation. Furthermore, the strategy is to open a second sober living facility for men in Beaufort County.

Output

- Increase capacity by 5 beds for men in Beaufort County and serve at least 10men during funding period.

Funding Request:

- \$25,000 for deposit and rent for the first three months, utilities, furnishings, transportation costs, and other wrap-around services needed to start and operate a second recovery residence.
- Staff will be provided "in-kind" by the board, the fiscal authority, and volunteers.

Total Cost: \$25,000

Admin Costs: \$ 1,250

***Carryover: \$0**

Total Requests: \$ 26,250**5. Treatment of the Incarcerated Population (Continuation): Strategy: Increase funding for jails to provide treatment to inmates with OUD**

Issue: Based on post-Covid data, Beaufort County detains approximately 200 individuals annually. This is a reduction from previous numbers. During COVID-19, the contracted medical staff reported that between 40-60% of detainees per month reported having substance or opioid misuse issues. Despite the problems identified, there was no substance misuse intervention occurring while those individuals were in a controlled environment. Therefore, Beaufort County leadership applied for SCORF funds to start easing some of those issues, and funding was awarded to hire a counselor and to fund associated expenses to provide substance misuse interventions in the detention center. Funds were awarded in both Beaufort's first application and the second to continue supporting the initiative.

After SCORF funding was awarded, Beaufort County's Alcohol and Drug Abuse Department worked with the leadership of the detention center to design the program and work out safety protocols. It took several months before a counselor was engaged, resulting in a significant delay in moving forward with offering treatment to the incarcerated population. Therefore, no meaningful outcome data is yet available.

The program's first funding cycle ends on 1/31/2024, and the second with continuation funds ends on 12/31/2024. When completing the second application, no guidance was available to define the funding period. Therefore, given the time it took to engage a counselor, there is a carryover from the first fund. The second cycle funding was approved for a No-Cost Extension to operate until 6/30/2024. Carryover funds will reflect annualized costs until the second funding cycle period ends. The program's goal is to obtain year three funding and request a No Cost Extension to align the funding cycles to the county fiscal year. Then, apply once annually in the future.

Implementation: A counselor will work with inmates identified by medical personnel and cleared through the multi-disciplinary team. The counselor will do screenings, provide substance use education, train detainees on the use of Naloxone, and make warm hand-offs to other treatment providers as part of the community transition.

Output:

- Screen at least 50 detainees annually.
- Provide didactic services to at least 24 detainees per month.
- Refer at least 25 detainees to further services to continue treatment and recovery services to either MAT programming, the local alcohol and drug abuse department, or mutual help.

Funding Request:

- Counselor salary \$56,555

- Cola @ 3% \$ 1,697
- Fringe \$20,388
- Security for Program \$25,000
- Educational Materials \$ 1,500
- Training and Travel \$ 1,000
- Certification Fees \$ 250
- Office Supplies \$ 500
- Telephone & Service \$ 3,600
- Liability Insurance \$ 1,000

Total Cost: \$111,490
Admin Costs: \$ 5,575
Carryover: \$100,681
Total Requests: \$ 16,384

6. a Prevention- Prevent of Overdose Deaths and Other Harms- (New): Strategy: Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or strategies that connect at-risk individuals to behavioral health services and supports

Issue: Per the DAODAS Just Plain Killers website (Most current data), Beaufort County saw a 25% increase in opioid deaths, a 31.47% increase in fentanyl-related deaths, a 5% increase in opioid prescriptions prescribed, but no increase in the amount of emergency medical services use of Naloxone in 2021 compared to 2020. The 2021 SEOW report indicated fewer Beaufort County 11th graders than previous studies would be objectionable to peers' using substances or unlawfully obtaining or using prescription drugs. Therefore, it is logical to be concerned about a heightened risk for opioid misuse by adolescents into adulthood.

The previous Beaufort County Administrator believed enhancing prevention in the Beaufort Community was necessary to ward off opiate misuse by adolescents and young adults. Beaufort County applied for \$150,000 in funding in the second cycle of GPS applications and was awarded. However, given some administrative issues with the plans for using the funds, the fiscal agents of the funds determined the funds would not be used. Therefore, they are all carried over, and a new strategy is submitted.

Implementation: The local alcohol and drug abuse department will expand the Prevention Department by hiring a new FTE (Opioid Prevention Coordinator) to provide evidence-based program guidance for substance use prevention education in schools, public education, and social media campaigns. The prevention staff will also monitor ODMAP, partner with the coroner's office, use real-time data from overdose fatalities, and provide prevention education, including how to use Naloxone in overdose "hot spots" throughout Beaufort County.

Materials needed for this preventionist will include using a harm reduction mobile van. Then, prevention and harm reduction outreach into the community will occur. The funding for the van will cover the Cost of the vehicle, supplies, vehicle retrofitting (slide-out table, vehicle wrap), safety materials, prevention materials, and signage. The vehicle is estimated to cost \$70,000 from the SC Preferred Vendor's List. The additional supplies and retrofitting will cost an estimated \$30,000.

Output:

- 48 outreach events annually
- 20 school events
- Map Beaufort County Opioid Abatement Strategies and share with leadership and community partners
- 24 Social Media Advertisements Annually

Funding Request:

- Prevention salary \$ 60,000
- Cola @ 3% \$ 1,800
- Fringe \$ 21,630
- Van & Supplies \$ 100,000
- Educational Materials \$ 5,000
- Social Media Fees: \$ 350
- Training and Travel \$ 1,000
- Prevention Fees \$ 250
- Office Supplies \$ 500
- Liability Insurance \$ 1,000

Total Cost: \$191,530

Admin Costs: \$ 9,577

Carryover : \$150,000

Total Requests:\$ 51,107

**6. b Strategy: Prevention of overdose deaths and other harms (New): *Strategy:*
Supporting screening for fentanyl in routine clinical toxicology testing.**

Issue: In 2021, the Beaufort County Coroner's Office reported 1,820 deaths. The population of Beaufort County increased by 21% since that time, according to US Census data. An increase in population also increases productivity in the coroner's office. 2400 deaths in Beaufort County is estimated for 2024. The increasing demand for coroner services also means an increase in costs for toxicology, when deemed appropriate. A RANDOX Toxicology analyzer is used by Beaufort County to obtain toxicology results. Like urine drug screens, the more specificity desired, the higher the costs. Beaufort County is using a more inexpensive reagent (MultiStat), which does not yield the desired results in the opioid overdose era. The desired reagent to use is TopPlex. Also, the coroner sometimes runs out of the reagent and relies on sending off labs to NMS for both preliminary and confirmation.

This can 6-8 weeks. Therefore, the current capacity to have reliable toxicology data on demand for opioid abatement purposes is sub-par. Having the financial resources for more test kits (TopPlex) on hand and the more expensive test kits is desired to have the best available rapid test information to make community interventions.

Implementation: Improve the integrity and reliability of real-time data through TopPlex reagent testing, so targeted outreach, education, and naloxone distribution to reverse opioid overdoses for family members and other community members in Beaufort by the Prevention Outreach Coordinator.

Output:

- All suspected overdoses have TopPlex testing.
- Coroner sharing all rapid-testing data associated with the Prevention Outreach Coordinator, according to a Business Associate Agreement executed between the Beaufort County Coroner's Office and the Beaufort County Alcohol and Drug Abuse Department.
- Prevention outreach is conducted either with decedent survivors or in the vicinity of opioid overdose locations ("hotspots") within 72 hours of rapid test results detecting opioid or Xylazine agents.

Funding requested:

- Budget \$1,242 per month vs \$315 or an increase of \$11,124 annually to the coroner's budget.

Total Cost: \$11,124
Admin Costs: \$ 556
Carryover: NA
Total Requests: \$11,680

7. Prevention: Strategy: Funding for Community Drug Disposal Programs- (New)

Issue: Beaufort County's Prevention Department has been distributing Deterra Bags at community events to promote the safe disposal of unused and expired medications for years. The bags are given away at the two National Prescription Take Back Events, to patients at the local alcohol and drug abuse authority, and the community at other prevention events. The SC DAODAS paid for the items. However, DAODAS's next budget eliminates the expenditure and places it on the prevention departments at the local alcohol and drug abuse authority. Without the use of SCORF funds, this initiative will end.

Implementation: Beaufort County will equip the mobile vehicle with Deterra Bags to do giveaways at community events. The rest of the Prevention Department will give these items away at National DEA Prescription Drug Take Back Days and naloxone training events.

Output:

- 1,400 Medium- or Extra-Large Deterra Bags will be distributed by the Prevention Department annually.

Funding Request:

- 8 Cases Medium Deterra Bags @ \$856 per case = \$6,848 (Free Shipping)
- 2 cases (40) Extra-Large Deterra Bags @\$549 per case = \$1,098
- Tax= \$557

Total Cost: \$8,503
Admin Costs: \$ 425
Carryover: NA
Total Request: \$8,928

8. Provide Funding for Media Campaigns to Prevent Opioid Use(New) Strategy: Funding for media campaigns to prevent opioid use (similar to the FDA's Real Cost" campaign to prevent youth from misusing tobacco)

Issue: Beaufort County has no advertising resources to fund media campaigns to prevent opioid misuse, corrective advertising, or affirmative public education campaigns based on evidence to support anti-stigma.

Implementation: Beaufort County Alcohol and Drug Abuse Department will develop a media campaign and create higher visibility with "Google Click." The platform will have resource information and evidence-based information. Advertisements will be created for cineplexes and the drive-in theater to raise awareness of opioid dangers and community resources.

Output:

- Develop and deploy ads in at least two publications, the drive-in movie theater, and the Bluffton Cinema, to run quarterly.
- Analytics to exceed 10,000 impressions from aggregated advertising.

Funding Request:

- Drive-in and Movie Ads @ \$6,000 x4= \$24,000
- Google Click Campaign \$1,000 per month x12 months = 12,000

Total Cost: \$36,000
Admin Costs: \$ 1,800
Carryover: NA
Total Request: \$37,800

9. Leadership, Planning, and Coordination Strategy: Evidence-based collection and research analyzing the effectiveness of the abatement strategies within Beaufort County

Issue: There is no funding source for managing SCORF funds and projects. Applications, community partnership funding requests, and other evaluation and deliverables require contracting for assistance.

Implementation: Invest in the infrastructure of staffing at government or not-for-profit agencies to support collaborative, cross-system coordination to prevent overprescribing, opioid misuse, or overdoses, treating those with opioid use disorders, and supporting efforts to build systems to alleviate other problems in Beaufort County associated with substance misuse.

Output:

- Manage data points and costs associated with opioid abatement strategies.
- Complete comprehensive community reports for SCORF and the county to analyze practical outputs and outcomes associated with new and existing programs involved in opioid abatement strategies.

Funding Request:

- Contracted Consultant @ \$80 per hour x 30 hours monthly or \$28,800 annually.

Total Cost

Total Cost:	\$28,800
Admin Costs:	\$ 1,440
Carryover:	NA
Total Request:	\$30,240

10. Expansion of Warm Hand-off Program and Recovery Services (Continuation)

Strategy: Broaden the scope of recovery services to include co-occurring SUD or mental health conditions

Issue: Beaufort County's Good Neighbor Free Medical Clinic operates because there are pockets of extreme poverty despite the county's wealth. In Beaufort, where the clinic works, 21% of the citizens live below the federally established poverty guideline standards. Poverty enhances health disparities, and a startling number of individuals served at the clinic present with addiction and opiate issues, as well as co-occurring mental health issues.

During the last funding cycle, adding personnel, SBIRT Training, and developing warm hand-off protocols enabled the clinic to focus on addiction, mental health issues, and other wrap-around services. The clinic was able to have 38 staff trained in SBIRT, 17 medical staff with prescription authority was trained in opioid prescription best practices, and 60 staff were all trained on the use of Naloxone and how to respond to an overdose. After the training, 365 SBIRT screenings occurred, which resulted in 21 patients connected to addiction counseling (may have resulted in MAT, but unknown), 14 patients related to mental health counseling, and two patients connected to safe, sober housing.

Implementation: The Free Clinic wants to continue employing personnel charged with this initiative to make funds available for MAT and provide necessary transport to where warm hand-offs were made to increase the likelihood of a linkage. Furthermore, there is a fee for Service to do screenings and to have Alan Lyme return to do a refresher SBIRT training for existing and new staff to ensure SBIRT screenings are evidence-based.

Funding Requests:

Salaries & Fringe	\$22,941
SBIRT Training	\$ 5,000
Program Implementation	\$44,470
(Includes medical screenings, drug screens, MAT for 20 patients, transportation, and SBIRT)	

Output:

- 20 patients provided MAT Services
- 25 patients were provided with transportation
- 240 patients provided SBIRT
- All staff are provided with SBIRT Training/Refresher

Total Cost	\$72,411
Admin Costs	\$ 3,621
Carryover	NA
Total Request	\$76,032

Total Budget:

Strategy 1.	\$ 38,845
Strategy 2.	\$185,100
Strategy 3.	\$105,000
Strategy 4.	\$ 26,250
Strategy 5.	\$ 16,384
Strategy 6. a	\$ 51,107
Strategy 6. b	\$ 11,680
Strategy 7.	\$ 8,928
Strategy 8.	\$ 37,800
Strategy 9.	\$ 30,240
Strategy 10.	\$ 76,032
SubtotalTotal	\$587,366

Minus Interest 4,760 (Interest was accrued on carryover. The application system would not let me reflect this. Therefore, the amount below is the actual request.)

Total Requested: \$582,606

Respectfully Submitted: SWD



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE AMENDING CHAPTER 99 STORMWATER MANAGEMENT, ARTICLE II STORMWATER MANAGEMENT UTILITY SECTIONS 110, STORMWATER SERVICE FEE BILLING, DELINQUENCIES AND COLLECTIONS; AND 113, ENFORCEMENT AND PENALTIES OF THE BEAUFORT COUNTY CODE OF ORDINANCES.
MEETING NAME AND DATE:
Public Facilities and Safety Committee March 25, 2024
PRESENTER INFORMATION:
(Deputy County Attorney Brian Hulbert) (5 minutes)
ITEM BACKGROUND:
Staff has become aware of a need to clarify language in our stormwater ordinance to make it more clear what properties in Beaufort County are subject to stormwater fees. There is a requirement to clarify the language addressing penalties for late payment and when they are imposed. The maximum penalty which may be imposed for a violation is also being amended to keep it within the jurisdictional maximum allowed under state law for a local ordinance which is prosecuted in magistrate court.
PROJECT / ITEM NARRATIVE:
Amend the stormwater ordinance to make the penalty language more clear and to amend the maximum penalty which may be imposed for a violation which is adjudicated in the magistrates court.
FISCAL IMPACT:
<i>There would be no direct fiscal impact on the County.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the Ordinance Amendments.
OPTIONS FOR COUNCIL MOTION:
(Move forward to Council for Approval/Adoption or to not Approve on March 25, 2024)

ORDINANCE 2024/ ____

AN ORDINANCE AMENDING CHAPTER 99 STORMWATER MANAGEMENT, ARTICLE II STORMWATER MANAGEMENT UTILITY SECTIONS 110, STORMWATER SERVICE FEE BILLING, DELINQUENCIES AND COLLECTIONS; AND 113, ENFORCEMENT AND PENALTIES OF THE BEAUFORT COUNTY CODE OF ORDINANCES

WHEREAS, Chapter 99, Article II Stormwater Management Utility was adopted on August 27, 2001 and was thereafter amended on August 22, 2005, September 28, 2015, September 26, 2016, May 26, 2020, January 11, 2021, and on January 10, 2022; and

WHEREAS, Stormwater Management Utility was established for the purpose of managing, acquiring, constructing, protecting, operating, maintaining, enhancing, controlling, and regulating the use of stormwater drainage systems in the county; and

WHEREAS, The Stormwater Management Utility ordinance needs to be amended to more clearly reflect the imposition of penalties for late and delinquent payments of the fees and the maximum penalty which may be assessed by a magistrate for a violation; and

WHEREAS, staff now wishes to amend Chapter 99, Article II to clarify the imposition of penalties for late and delinquent payments of the fees and the maximum penalty which may be assessed by a magistrate for a violation.

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

Chapter 99, Stormwater Management, Article II Stormwater Management Utility 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

Sec. 99-110. Stormwater service fee billing, delinquencies and collections.

- (a) *Method of billing.* A stormwater service fee bill may be attached as a separate line item to the county's property tax billing or may be sent through the United States mail or by alternative means, notifying the customer of the amount of the bill, ~~The the~~ date the fee is due is thirty days after the mailing of the fee notice or January 15, whichever occurs later. (January 15), and the date when past due (March 17 – see Title 12, Section 45-180 of the South Carolina State Code). The stormwater service fee bill may be billed and collected along with other fees, including, but not limited to, the Beaufort County property tax billing, other Beaufort County utility bills, or assessments as deemed most effective and efficient by the Beaufort County Council. Failure to receive a bill is not justification for non-payment. Regardless of the party to whom the bill is initially directed, the owner of each parcel of land shall be ultimately obligated to pay such fees and any associated fines or penalties, including, but not limited to, interest on delinquent service fees. If a customer is under-billed or if no bill is sent for a particular property, Beaufort County may retroactively bill for a period of up to one year, but shall not assess penalties for any delinquency during that previous unbilled period.
- (b) *Declaration of delinquency.* ~~A stormwater service fee shall be declared delinquent if not paid within 60 days of the date of billing, or upon the date (March 17) of delinquency of the annual property tax billing if the stormwater service fee is placed upon the annual property tax billing or enclosed with or attached to the annual property tax billing.~~
- (b) ***Method of payment by County for County owned property.*** The County shall pay the annual stormwater fees owed for County owned properties by way of a journal entry prepared by the Finance Office charging the General Fund's budgeted Stormwater Fees line items and crediting the Stormwater Fund's revenue line item for the total stormwater fees for county owned property.
- (c) ***Nonpayment of fee.*** For non-payment of all or any part of the stormwater service fee, the monetary penalty shall be the same penalty set forth in S.C. Code 1976, § 12-45-180. If any fee shall remain 60 days after the due date, the county may issue a lien upon the parcel for the stormwater service fee, penalties and costs of collection and shall proceed to collect in the same manner as prescribed by law for the collection of other fees and taxes.

(Ord. No. 2015/24, 9-28-2015 ; Ord. No. 2021/04, 1-11-2021 ; Ord. No. 2022/02 , 1-10-2022)

Sec. 99-111. Appeals.

Any customer who believes the provisions of this article have been applied in error may appeal in the following manner and sequence:

- (a) An appeal of a stormwater service fee must be filed in writing with the Beaufort County Public Works Director, or his/her designee within 30 days of the fee being mailed or delivered to the property owner and stating the reasons for the appeal. In the case of stormwater service fee appeals, the appeal shall include a survey prepared by a registered land surveyor or professional engineer containing information on the impervious surface area and any other feature or conditions that influence the development of the property and its hydrologic response to rainfall events.
- (b) Using information provided by the appellant, the county public works director or his/her designee shall conduct a technical review of the conditions on the property and respond to the appeal in writing within 30 days after receipt of the appeal. In response to an appeal, the county public works director or his/her designee may adjust the stormwater service fee applicable to the property in conformance with the general purposes and intent of this article.
- (c) A decision of the public works director or his/her designee that is adverse to an appellant may be further appealed to the county administrator or his/her designee within 30 days of the adverse decision. The appellant, stating the grounds for further appeal, shall deliver notice of the appeal to the county administrator or his designee. The county administrator or his designee shall issue a written decision on the appeal within 30 days. All decisions by the county administrator or his designee shall be served on the customer personally or by registered or certified mail, sent to the billing address of the customer. All decisions of the county administrator or his designee shall be final.
- (d) The appeal process contained in this section shall be a condition precedent to an aggrieved customer seeking judicial relief. Any decisions of the county administrator or his designee may be reviewed upon application for writ of certiorari before a court of competent jurisdiction, filed within 30 days of the date of the service of the decision.

(Ord. No. 2015/24, 9-28-2015 ; Ord. No. 2021/04, 1-11-2021 ; Ord. No. 2022/02 , 1-10-2022)

Sec. 99-112. No suspension of due date.

No provision of this article allowing for an administrative appeal shall be deemed to suspend the due date of the service fee with payment in full. Any adjustment in the service fee for the person pursuing an appeal shall be made by refund of the amount due.

(Ord. No. 2015/24, 9-28-2015 ; Ord. No. 2021/04, 1-11-2021 ; Ord. No. 2022/02 , 1-10-2022)

Sec. 99-113. Enforcement and penalties.

Any person who violates any provision of this article may be subject to a civil penalty of not more than ~~\$1,000.00~~, **five hundred dollars (\$500.00)** or such additional maximum amount as may become authorized by state law, provided the owner or other person deemed to be in violation has been notified of a violation. Notice shall be deemed achieved when sent by regular United States mail to the last known address reflected on the county tax records, or such other address as has been provided by the person to the county. Each day of a continuing violation may be deemed a separate violation. If payment is not received or equitable settlement reached within 30 days after demand for payment is made, a civil action may be filed on behalf of the county in the **magistrate court or the** circuit court to recover the full amount of the penalty. This provision on penalties shall be in addition to and not in lieu of other provisions on penalties, civil or criminal, remedies and enforcement that may otherwise apply.

(Ord. No. 2015/24, 9-28-2015 ; Ord. No. 2021/04, 1-11-2021 ; Ord. No. 2022/02 , 1-10-2022).

From: Walls, Maria <mwalls@bcgov.net>

Sent: Tuesday, April 9, 2024 12:07 PM

To: Bartholomew, David <dbartholomew@bcgov.net>; Brown, Paula <paula.brown@bcgov.net>; Cunningham, Logan <logan.cunningham@bcgov.net>; Dawson, Gerald <gdawson@bcgov.net>; Glover, York <ygllover@bcgov.net>; Howard, Alice G. <ahoward@bcgov.net>; Lawson, Mark <markl@bcgov.net>; McElynn, Lawrence <lawrencem@bcgov.net>; Passiment, Joseph <jpassiment@bcgov.net>; Reitz, Thomas <thomas.reitz@bcgov.net>; Tabernik, Anna <anna.tabernik@bcgov.net>

Subject: Stormwater Fees

Good afternoon,

I am deeply concerned about the recent discussions Council has had regarding an amendment to the Stormwater Fees ordinance. It is certainly your prerogative to amend any ordinance you choose; my concern is the disingenuous nature of what has been presented to Council and to the public.

Reviewing the [March 25th meeting](#) of the Public Facilities and Safety Committee and [last night's Council meeting](#), Administration did not communicate to Council or to our constituents watching that "staff [became] aware of a need to clarify language in [the] stormwater ordinance" when Administration failed to pay the County's tax bills on time.

Like any other taxpayer, Administration's payment was not processed and we requested the additional funding necessary to cover the penalties. Administration refused.

Through the County Auditor, Administration sought guidance from DOR who communicated that the existing ordinance was not written in a manner that clearly permitted the application of penalties. As a result, the County Assessor and County Auditor voted to waive the County's penalties and the Auditor removed the penalties from the County's accounts.

While there were many emails on this matter, the attached offers a summary beginning with the timely provision of the County's tax bills and details my vehement disagreement with the handling of this matter.

The repeated response to my questioning was that the County was not going to pay itself. This misses the point.

My concern isn't the County, it's our taxpayers. If the ordinance was so insufficient that it absolved the County from penalties, shouldn't it also absolve our taxpayers?

Despite asking multiple times, I never received a response from Administration or County Legal as to how they intended to extend this same treatment to the thousands of taxpayers who have paid the very penalties Administration refused to pay. After viewing Council's recent meetings, it appears there may not be any intention to refund these taxpayers.

This is not the first time an Administration has paid the County's tax bills late. When this occurred before, the pre-Greenway Administration paid the penalties charged just like any other taxpayer would have.

The proposed ordinance was not shared with our Office at any time or we would have expressed the above concerns again and raised the question of how Administration plans to have their tax bills satisfied. A general ledger transfer does not accomplish that and certainly doesn't ensure that the County pays the fees to the Stormwater fund like every other taxpayer is required to.

Out of respect for our shared constituents, I needed to ensure you were all aware of what led to the ordinance clarification. I truly hope you weren't as it is the only explanation for our constituents being kept in the dark and subjugated to a double standard.

Best regards,

Maria Walls, CPA
Beaufort County Treasurer
Telephone: [843-255-2586](tel:843-255-2586)
www.BeaufortCountyTreasurer.com

The Beaufort County Treasurer's Office, professionals serving with innovation and enthusiasm.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF AN ORDINANCE AMENDING ORDINANCE 2023/32 AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE ESTABLISHING A ROAD USE FEE
MEETING NAME AND DATE:
Public Facilities and Safety Committee March 25, 2024
PRESENTER INFORMATION:
(Deputy County Attorney Brian Hulbert) (5 minutes)
ITEM BACKGROUND:
In September 2023 Council adopted Ordinance 2023/32 to amend our road use fee ordinance and to set the current motorized vehicle road use fee at \$20.00. Staff has become aware of a need to clarify language in the road use fee ordinance to clarify which motorized vehicles in Beaufort County are subject to the road use fees. This amendment will clarify that only motorized motor vehicles required to be licensed and which are carried on the tax records in Beaufort County will be subject to the road use fee in Beaufort County.
PROJECT / ITEM NARRATIVE:
Amend the road use fee ordinance to clarify language in the road use fee ordinance to clarify which motorized vehicles in Beaufort County are subject to the road use fees.
FISCAL IMPACT:
<i>There would be no direct fiscal impact on the County (aside from the lack of collection of road use fees from vehicles not subject to the road use fee).</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the Ordinance Amendments.
OPTIONS FOR COUNCIL MOTION:
(Move forward to Council for Approval/Adoption or to not Approve on April 08, 2024)

ORDINANCE 2024/ _____

**AN ORDINANCE TO AMEND ORDINANCE 2023/32 THE BEAUFORT COUNTY
ORDINANCE ESTABLISHING A ROAD USE FEE**

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

WHEREAS, the Council has amended Ordinance 93/20 with Ordinances 2012/13, 2015/8, 2020/28, AND 2023/32; and

WHEREAS, the Council has the authority under South Carolina law to charge and collect the road use fee and to impose new service or user fees; and

WHEREAS, the Council has determined that it is in the best interests of its citizens to amend its existing road use fee; and

WHEREAS, the Council has determined that it is in the best interests of its citizens to amend its existing road use fee ordinance 2023/32 to clarify that the road use fee shall only apply to motorized vehicles required by the state to be licensed and which are subject to the taxes in Beaufort County.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council to amend the road use fee and does hereby amend the Beaufort County Road Use Fee Ordinance 2023/32 as follows:

Section 1. Findings and Authority. County Council makes the following findings of fact and authority in connection with the enactment of this ordinance (this “*Ordinance*”):

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

(b) Pursuant to the provisions of Title 4, Chapter 9, Article 13 (the “*Home Rule Act*”) of the South Carolina Code of Laws, as amended (the “*S.C. Code*”), and specifically, Section 4-9-30(5)(a) of the Home Rule Act, County Council is authorized to assess and levy property taxes and uniform service charges and to make appropriations for certain functions of the County specifically including general public works, roads and drainage.

(c) Pursuant to Section 57-17-10 of the S.C. Code, the governing body of the County shall have control and supervision of all county designated roads.

(d) Pursuant to Title 6, Chapter 1, Article 3 of the S.C. Code, specifically Sections 6-1-300 and 330 of the S.C. Code, County Council is authorized to charge and collect service or user fees, including uniform service charges. Section 6-1-300(6) of the S.C. Code, defines a “service or user fee” as a “charge required to be paid in return for a particular government service or

program” and further requires that the revenue generated from the service or user fee must: (i) be used to benefit the payers, even if the general public also benefits; (ii) only be used for the specific improvement contemplated; (iii) not exceed the cost of the improvement; and (iv) be uniformly imposed on all payers.”

(e) Pursuant to Section 6-1-330 of the S.C. Code, County Council is authorized to charge and collect service or user fees, including uniform service charges, subject to the following requirements: (i) the service or user fee must be imposed by adoption of an ordinance approved by a positive majority of County Council; (ii) County Council must provide public notice of the service or user fee being considered and hold a public hearing on the proposed service or user fee prior to final adoption; (iii) revenue derived from the service or user fee to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the service or user fee is paid; and (iv) a local governing body that imposes a user or service fee pursuant to S.C. Code § 6-1-300(6) must publish the amount of dollars annually collected on each fee on the county’s website.

(f) Pursuant to Section 6-1-330(A) of the S.C. Code, a fee adopted or imposed by a local governing body prior to December 31, 1996, remains in force and effect until repealed by the enacting local governing body, notwithstanding the provisions of Title 6, Chapter 1, Article 3 of the S.C. Code.

(g) In 1993, County Council imposed a road use fee of Ten and NO/100 (\$10.00) Dollars annually on every motor vehicle required ~~to be registered~~ which are carried on the tax records of the County and licensed in the County pursuant to Ordinance 93/20, enacted June 28, 1993, and thereafter amended the ordinance by adopting Ordinances 2012/13, 2015/8, and 2020/28 (the “**Initial Fee Ordinance**”).

(h) Council never repealed the Initial Fee Ordinance and has collected the fee continuously from January 1, 1994, to the present date.

(i) Pursuant to the Initial Fee Ordinance, the road maintenance fee is uniformly imposed on all owners of vehicles ~~required to be registered~~ which are carried on the tax records of in the County by the South Carolina Department of Motor Vehicles.

(j) Pursuant to the Initial Fee Ordinance, the proceeds from the collection of the road use fee are deposited into a special road maintenance account and specifically used to maintain and improve the County’s road system and to pay for debt service on any outstanding General Obligation Bond issued by the County for road improvements.

(k) Pursuant to the Initial Fee Ordinance, any interest earned on road use fee funds shall accrue to the road maintenance account. Funds which are not used in any fiscal year shall be carried forward and used for the construction, maintenance, and improvement of County roads and related drainage, as well as to pay debt service on any General Obligation Bond issued exclusively for County road improvements.

(l) For the past 30 years, the County has used the road use fee as a dedicated revenue source to maintain and improve the County road system. The revenue generated from the road use fee is used only for the maintenance and improvement of the County road system.

(m) The County road system consists of approximately seven hundred (700) lane miles of paved and unsurfaced roads designated as major arterial roads, collector roads, residential collector roads and local roads. The County's road system provides vital access for local residents to employment, commerce, housing, social services, health services, education services, and reliable emergency evacuation routes. The County's road system is maintained by the Beaufort County Public Works Department.

(n) The condition of every *paved* County road is evaluated every three (3) years by an independent firm and assigned a pavement condition rating. Higher scores reflect roads that require either preventative maintenance or no maintenance at all. Low-range scores reflect roads that require the costliest repairs or full reconstruction.

(o) According to the latest report, which was prepared in February 2022 by F&ME Consultants, none on Beaufort County's roads are in excellent condition. According to the report, twelve point five percent (12.5%) of the roads are in very good condition, sixty-three point five percent (63.5%) are in good condition, twenty-three point four percent (23.4%) are in fair condition and three point six percent (3.6%) are in poor condition. The remaining one point two percent (1.2%) are in poor or very poor condition. Of particular importance is the fact that fully twenty-eight percent (28%) of the County's paved roads are deemed to be in fair to poor condition. If these roads are left unrepaired, they will decline rapidly and become candidates for costly reconstruction. (This report, and all subsequent reports regarding the condition of County Pavement, are incorporated into this ordinance by reference.)

(p) The condition of every *unsurfaced* County road is also evaluated approximately every three (3) years by an independent firm. Each road is assigned an overall rating. Higher scores reflect roads with a higher priority for improvement. Lower scores reflect with lower priority.

(q) According to the November 2022 Beaufort County 2026 – 2030 Dirt Road Paving Plan Report, which was prepared by Consor Engineers, the County's *unsurfaced* road system consists of two hundred nine (209) roads totaling approximately seventy-seven (77) miles. Due to the limited funding that is currently available, the County can afford to improve about only one to two (1 – 2) miles of *unsurfaced* roads each year. (This report, and all subsequent reports regarding Dirt Road Paving, are incorporated into this ordinance by reference.)

(r) Beaufort County's plan is to improve all County unsurfaced roads while maintaining the paved roadway system with at least ninety-five percent (95%) of paved roads in good or very good condition. Currently, seventy-six percent (76%) of paved roads are good to very good. Approximately seventy-seven (77) miles of unsurfaced dirt roads are left to be improved.

(s) The current road use fee of Ten and No/100 (\$10.00) Dollars per vehicle generates approximately \$1.6 million annually. Increasing the road use fee to Twenty and No/100 (\$20.00) Dollars per vehicle would generate approximately \$3 million annually. Neither the current road use fee, nor the proposed increase, will generate revenue that would meet or exceed the cost of maintaining and improving the County's road system.

(t) Despite the County's efforts to maintain and improve the County's road network, significant unfunded road maintenance remains, and it is growing every year. The pavement

condition of County's roads is deteriorating faster than the County can repave them based on available resources.

(u) The life cycle of the County's road system is greatly affected by the County's ability to perform timely maintenance and upgrades to ensure that road surfaces last as long as possible.

(v) Cost-effective preventive maintenance reduces costly future repairs. The cost of fixing roads after they have deteriorated is many times greater than the cost of preventive maintenance.

(w) All individuals who pay the fee (those who own vehicles registered in the County licensed, which are carried on the tax records of Beaufort County) have enjoyed and will continue to enjoy the benefits provided by the purchase, condemnation, construction, ownership, maintenance, and repairs of County and State-owned roads and bridges. The County specifically finds that those paying the fee receive the following benefits from the expenditures of the fee:

- a. *Enhanced Emergency Response Time.* Those paying the fee receive the benefit of enhanced emergency response time. Quality road systems have a direct impact on emergency response times. The revenue from the fee is used to build, design, and maintain a road network that enhances public safety and emergency response times. *See FY 20212 Performance and Accountability Report, Montgomery County Fire Rescue Services.*
- b. *Evacuation Routes.* Those paying the fee receive the benefit of a network of roadways that allow them to safely and timely evacuate the County to avoid impending hurricanes, storms, floods, or other Acts of God. The County borders the Atlantic Ocean. The County is prone to hurricanes, storms, and flooding, all of which threaten the health and safety of those paying the fee. When hurricanes, storms, and floods threaten the County, it is vital that the County residents have a safe, functioning network of roads to allow for the mass exodus of County residents. The revenue from the fee is used to build, design, and maintain a road network to allow for safe and expeditious evacuation of County residents. The findings in this subparagraph are axiomatic and obvious to all. coastal communities in South Carolina and other States bordering the ocean have endured and suffered through violent storms and flooding throughout human history. These storms and flooding have caused numerous injuries and loss of life to those residents of coastal communities. *See National Weather Service Website, www.weather.gov/chs/TChistory (From 1851 through 2018, forty-one (41) Tropical Cyclones have made landfall in the NWS Charleston, SC County Warning Area (CWA), which runs from Charleston County, SC to McIntosh, GA).*
- c. *Increased Property Values.* Those paying the fee receive the benefit of increased property values. The revenue from the fee is used to build, design, and maintain a road network. This road network increases the property values of those who pay the fee. There are numerous scholarly public and private

reports evidencing a manifest nexus between the good quality of roads and increased property values, as well as the poor condition of roads and lower property values. The County craves reference to those selected reports cited below:

- i. An eighteen year (1982-1999) parcel-level real estate assessment study using a land value model, an improvement or structure value model, and a total property value model, yielding empirical results that suggest that improvement type, freeway proximity, parcel location at key network points (e.g., corner parcels), and timing of construction and completion play key roles in property valuation. *See Property Values and Highway Expansions: An Investigation of Timing, Size, Location, and Use Effects* by Brian ten Siethoff, Cambridge Systematics, Inc., and Kara M. Kockelman, C.B. Luce Assistant Professor of Civil Engineering Department of Civil Engineering, The University of Texas at Austin, Transportation Research Record No. 1812: 191-200, Presented at the 81st Annual Meeting of the Transportation Research Board, January 2002.
- ii. Highway capitalization studies analyzing the effects of highway construction on residential sale prices. *See* Transportation Research Board (TRB), *Special Report Number 245 1995. Expanding Metropolitan Highways*. Washington, DC: National Academy Press.
- iii. Extensive literature by Huang (1994) finding that virtually every major land use study came to the conclusion that transportation improvements positively affect the value of nearby land. *See* Huang, W. 1994. "The Effects of Transportation Infrastructure on Nearby Property Values: A Review of the Literature." Institute of Urban and Regional Development: Berkeley, CA.
- iv. A 1997 study of median housing prices and monthly rents in the San Francisco Bay Area showing a strong positive association between accessibility and land prices, after controlling for a wide variety of other variables, including parcel size and square footage of development. *See* Kockelman, K.M. 1997. "Effects of Location Elements on Home Purchase Prices and Rents in San Francisco Bay Area." *Transportation Research Record No. 1606*, 40-50.
- v. A 2001 report concluding that homeowners and renters value improvements to the transportation network whether their perception of the travel benefits is direct or indirect. *See* Mikelbank, Brian. 2001. "Spatial Analysis of the Relationship between Housing Values and Investments in Transportation Infrastructure." Paper presented at the 40th Annual Meeting of the Western Regional Science Association, Palm Springs, CA (February).
- vi. Classical economic theory study showing that when a highway is built, large parcels of land that previously had poor accessibility—or none at

- all—are suddenly underpriced. Often, the market immediately responds: the area is quickly developed and the real estate market establishes a new equilibrium based on the new transportation technology. The land-value impacts that are experienced can be significant. *See* Giuliano, G. 1989. “New Directions for Understanding Transportation and Land Use.”
- vii. Major improvements to infrastructure should also have a strong, positive effect on nearby real estate values. *See* Landis, J., Guhathakurta, S., Huang, W., and Zhang, M. 1995. “Rail Transit Investments, Real Estate Values, and Land Use Change: A Comparative Analysis of Five California Rail Transit Systems.” The University of California Transportation Center, University of California at Berkeley: Berkeley, CA; *see also* Tomasik, J. 1987. “Socioeconomic and Land Values of Urban Freeways in Arizona.” Phoenix, AZ: Arizona Department of Transportation.
 - viii. A 1961 study concluding that lack of access may decrease land values. *See* Mohring, Herbert. 1961. “Land Values and the Measurement of Highway Benefits.” *Journal of Political Economy* 49 (June), 236-249.
 - ix. Construction associated impacts and property values. *See* Nelson, J.P. 1982. “Highway noise and property values: A survey of recent evidence,” *Journal of Transport Economics and Policy*, 16(2), 117-38.
 - x. Property-value models predictions that depressed freeway designs contribute more to residential property values than at-grade freeways. *See* Lewis, C.A., Buffington, J.L., and Vadali, S.R. 1997. “Land Value and Land Use Effects of Elevated, Depressed, and At-Grade Level Freeways in Texas.” Texas Transportation Institute Research Report Number 1327-2. Texas A&M University: College Station, TX.
 - xi. “Improvements to transportation networks, especially those in growing areas, tend to have impacts on local land markets. In principle, an improvement to a link in the network will confer economic benefits to adjacent and nearby properties by increasing the utility that the network provides [U]rban economic theory suggests that many of these benefits are capitalized into local property values, yielding a localized spillover effect. *See* “The Economic Impact of Upgrading Roads, 2009-2016,” Minnesota Department of Transportation.
- d. *Reduced Automobile Operating Costs.* Those paying the fee receive the benefit of reduced automobile operating costs. The revenue from the fee is used to construct and maintain roads and bridges in the County. This construction and maintenance work helps improve the quality of roads in the County. Those paying the fee normally use the roads and bridges in the County; therefore, those paying the fee receive the benefit of reduced automobile operating costs..

- e. *Reduced Automobile Insurance Premiums.* Those paying the fee receive the benefit of reduced automobile insurance premiums. The revenue from the fee is used to construct and maintain roads and bridges in the County. Because of the quality of the roads and bridges in the County, those paying the fee receive the benefit of reduced automobile insurance premiums. *See Cotto, Tony, Cost Drivers: How Riskier Roads, Rising Repairs, and Reckless Driving Are Increasing Insurance Costs (NAMIC 2021) (“[T]he rate you pay for your auto insurance depends in part on where you live.”).*
- f. *Safety and Convenience Benefits.* Those paying the fee receive the safety and convenience benefits associated with having a well-built, well designed, and well-maintained network of roads. The roads in the County are used by those who pay the fee. The roads built, designed, and maintained with the revenue from the fee provide those paying the fee with access to the entire State and federal road network. Further, the roads built, designed, and maintained with the revenue from the fee provide safe, reliable, and efficient access to the entire road network in the County, State, and parts beyond.

(x) County Council finds that increasing the road use fee to Twenty and No/100 (\$20.00) Dollars is desirable and necessary for the County to maintain and to improve the County road system, additional revenues are needed to adequately maintain the County road system, the County road system has experienced degradation due to insufficient maintenance funding, additional degradation is expected without additional maintenance funding, and road maintenance fees are a stable form of revenue that is generated by users of the County road system.

Section 2. Road Use Fee Amendment. Section 2 of the Initial Fee Ordinance (Ordinance 93/20) is hereby amended to increase the road use fee to Twenty and No/100 (\$20.00) Dollars. Section 4 of the Initial Fee Ordinance which provides that the funds shall be deposited in the General Fund is amended to provide that the funds collected shall be deposited into the road maintenance account, that any interest collected on these funds in this account shall be deposited into this account, and that all funds in the account shall be used solely and exclusively for the purposes set forth herein above.

Section 3. Compliance with Title 6, Chapter 1, Article 3 of the S.C. Code.

(a) *Initial Fee Grandfathered.* County Council finds that the Initial Fee Ordinance imposing an annual road use fee was adopted prior to December 31, 1996, and in accordance with the grandfathering language of Section 6-1-330 of the S.C. Code, remains in force and effect until repealed by County Council.

(b) *Increase to the road maintenance fee satisfies S.C. Code § 6-1-330(6).* Beaufort County Council finds that the Ten and No/100 (\$10.00) Dollar increase to the road use fee bringing the total fee to Twenty and no/100 (\$20.00) Dollars is (i) uniformly imposed on all owners of motor vehicles required to be registered in the County by the South Carolina Department of Motor Vehicles licensed, which are carried on the tax records of Beaufort County; (ii) revenues generated from the fee are exclusively used for the maintenance and improvement of the County road system; (iii) payers of the fee benefit from maintenance and improvement of the County road system, even if the general public also benefits; and (iv) revenues generated from the fee do not exceed the cost of maintaining and improving the County road system.

(c) *Adopted by positive majority of County Council.* This Ordinance must be adopted by a positive majority of County Council, which is defined in Section 6-1-330(5) of the S.C. Code as “a vote for adoption by the majority of the members of Council, whether present or not.”

(d) *Public Hearing.* County Council must provide public notice of the fee increase being considered and hold a public hearing on the proposed fee increase prior to final adoption of the Ordinance in compliance with S.C. Code § 6-1-330.

(e) *Road use fee revenues published on County website.* The annual revenues collected from the road use fee and any increase must be published on the County’s website in compliance with S.C. Code § 6-1-330.

Section 4. **Severability.** Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. **Repeal.** All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this Ordinance full force and effect.

Section 6. **Effective Date.** This Ordinance shall take effect upon the date of its adoption.

Adopted this ___ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION, ARTICLE VII FINANCE, DIVISION 2 FEES AND SERVICE CHARGES GENERALLY, SECTION 2-437 ROAD USE FEE OF THE BEAUFORT COUNTY CODE OF ORDINANCES
MEETING NAME AND DATE:
Public Facilities and Safety Committee March 25, 2024
PRESENTER INFORMATION:
(Deputy County Attorney Brian Hulbert) (5 minutes)
ITEM BACKGROUND:
In 1993 Beaufort County Council adopted an ordinance to establish a road use fee in Section 2-437 of the Beaufort County code of ordinances. The road use fee ordinance was amended in 2012, 2015, 2018, 2020, and 2023. In 2023 Council amended the ordinance to increase the road use fee to \$20.00. Currently Section 2-437 requires the fee to be evaluated annually and to be established in the annual County Operations Budget. This amendment would remove this annual requirement. Additionally, Section 2-437 requires the road use fee collected to be deposited in the general fund of the County. Ordinance 2023/32 clarified the requirement to have the road use fees collected to be deposited into a special road maintenance account and be specifically used to maintain and improve the County's road system and to pay for debt service on any outstanding General Obligation Bond issued by the County for road improvements. This amendment will match the language of 2-437 with Ordinance 2023/32 and the 1993 Ordinance language.
PROJECT / ITEM NARRATIVE:
Amend Section 2-437 Road Use Fee ordinance to bring it into compliance with Ordinance 2023/32 and Ordinance 1993/20.
FISCAL IMPACT:
<i>There would be no direct fiscal impact on the County .</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the Ordinance Amendments.
OPTIONS FOR COUNCIL MOTION:
(Move forward to Council for Approval/Adoption or to not Approve on April 08, 2024)

ORDINANCE 2024/ _____

AN ORDINANCE TO AMEND CHAPTER 2 ADMINISTRATION, ARTICLE VII FINANCE, DIVISION 2 FEES AND SERVICE CHARGES GENERALLY, SECTION 2-437 ROAD USE FEE OF THE BEAUFORT COUNTY CODE OF ORDINANCES

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

WHEREAS, the Council has amended Ordinance 93/20 with Ordinances 2012/13, 2015/8, 2020/28, AND 2023/32; and

WHEREAS, the Council has the authority under South Carolina law to charge and collect the road use fee and to impose new service or user fees; and

WHEREAS, the Council has determined that it is in the best interests of its citizens to amend its existing road use fee; and

WHEREAS, the Council has determined that it is in the best interests of its citizens to amend its existing road use fee ordinance 2023/32 to clarify that the road use fee shall only apply to motorized vehicles required by the state to be licensed and which are subject to the taxes in Beaufort County.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council to amend the road use fee and does hereby amend the Beaufort County Road Use Fee Ordinance 2023/32 as follows:

Sec. 2-437. Road use fee.

(a) Established. There is established a road use fee on all motorized licensed vehicles required by the state to be licensed, which are carried on the tax records of the county. Any person owning such vehicle shall be subject to and shall pay, in addition to any other licensing fees and taxes, a per vehicle per annum or road use fee with a value as established in Beaufort County Ordinance Section 2-437(b).

(b) Assessments. The auditor shall add a uniform charge per vehicle to all motorized licensed vehicles subject to the taxes in the county beginning with tax notices which become due and each month thereafter. The charge shall become due and payable at the time other personal property taxes become due and payable. The fee shall be ~~evaluated yearly and the value shall be established in the annual County Operation Budget Ordinance~~ **Twenty and no/100 (\$20.00) Dollars.**

(c) Collection. The county treasurer is directed to collect the charges in this section at the time of collection of all other charges and taxes due on such vehicles.

(d) Purpose and use of funds collected. The funds collected under the terms and conditions of this section shall be deposited in the general fund of the county and shall be utilized for the purchase, condemnation, construction, ownership, maintenance, and repairs of all county and state owned roads and bridges. The funds collected shall be deposited into the road maintenance account, that any interest collected on these funds in this account shall be deposited into this account, and that all funds in the account shall be used solely and exclusively for the purposes maintain and improve the County's road system and to pay for debt service on any outstanding General Obligation Bond issued by the County for road improvements.

Effective Date. This Ordinance shall take effect upon the date of its adoption.

Adopted this ___ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES PURSUANT TO A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND CHEROKEE BEAUFORT, LLC
MEETING NAME AND DATE:
Public Facilities and Safety Committee Meeting March 25, 2024
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering Neil Desai, Public Works Director (5 Minutes)
ITEM BACKGROUND:
On December 15, 2014, Beaufort County entered into a Development Agreement with Cherokee Beaufort, LLC, and Burtn Development, LLC, via County Council Ordinance 2014/2. Under <u>Section IX subsection C(ii)</u> of the Agreement which states “All such improvements (the “Cherokee Farms Road Improvements”) shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated and accepted by the County.
PROJECT / ITEM NARRATIVE:
Beaufort County staff have been working with the developers associated with designs outlined in the Development Agreement. Part of the agreement outlines conditions for the conveyance of Cherokee Farms Right of Way to be donated to the County. Beaufort County desires to fulfill the conditions of the Development Agreement by accepting Cherokee Farms Road Right of Way identified in EXH01, EXH02, AND EXH03 on Cherokee Farms Road Right of Way Plans.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of Cherokee Farms Right of Way donation.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to either approve, deny or amend an Ordinance authorizing the Interim County Administrator to execute any and all necessary documents for the acceptance of properties encumbering the road right of way for Cherokee Farms Road.</i> <i>Next Step – Move to County Council for first reading of an ordinance.</i>

ORDINANCE 2024/____

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF PROPERTIES PURSUANT TO A DEVELOPMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND CHEROKEE BEAUFORT, LLC

WHEREAS, Beaufort County (“County”) entered into a Development Agreement (“Agreement”) with Cherokee Beaufort, LLC, a South Carolina Limited Liability Company (“Cherokee Beaufort”) and Burton Development, LLC, a South Carolina Limited Liability company (“Developer”) on December 15, 2014; and

WHEREAS, Beaufort County Council adopted Ordinance 2014/24 providing the authority for the County to enter into the Agreement; and

WHEREAS, Under Section IX subsection C(ii) of the Agreement which states “All such improvements (the “Cherokee Farms Road Improvements”) shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated and accepted by the County; and

WHEREAS, Beaufort County Staff have reviewed the attached Cherokee Farms Road Right of Way plans identified as EXH01, EXH02, and EXH03 and recommend acceptance of Right of Way to be conveyed to Beaufort County; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to accept Right of Way associated with Cherokee Farms Road ; and

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council authorize the Interim County Administrator to execute any and all documents associated with conveyance to Beaufort County of certain Property owned by Cherokee Beaufort, LLC as identified in attached EXH01, EXH02, and EXH03.

DONE this ____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

2014 / 24

AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN CHEROKEE BEAUFORT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND THE COUNTY OF BEAUFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED.

WHEREAS, the General Assembly of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act" as set forth in Section 6-31-10 through 6-31-160 of the *Code of Laws of South Carolina*, 1976, as amended; and

WHEREAS, the Act authorizes local governments, including Beaufort County through its County Council, to enter Development Agreements with developers for the purpose of providing a continuous agreement for development of projects and for the protection and advance payments for the impact upon the citizens of Beaufort County.

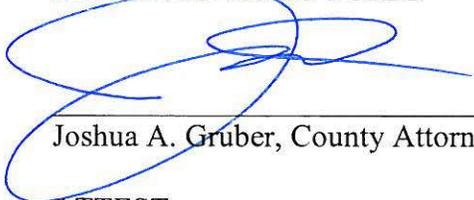
NOW, THEREFORE, in consideration and pursuant to Section 6-31-10, of the *Code of Laws of South Carolina*, 1976, as amended, Beaufort County Council herein adopts this Ordinance, which is necessary to provide the authority to execute a Development Agreement with Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, authorized to conduct business in South Carolina.

Adopted this 25th day of August, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Joshua A. Gruber, County Attorney

ATTEST:


Suzanne M. Rainey, Clerk to Council

First Reading: July 28, 2014
Second Reading: August 11, 2014
Public Hearings: August 11, 2014 and August 25, 2014
Third and Final Reading: August 25, 2014

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RECORDING FEES \$0.00

Item 17.

DEVELOPMENT AGREEMENT

FOR

CHEROKEE FARMS

BEAUFORT COUNTY, SOUTH CAROLINA

December 15, 2014

BURTON DEVELOPMENT, LLC

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

DEVELOPMENT AGREEMENT
FOR CHEROKEE FARMS

This Development Agreement (the “Development Agreement” or the “Agreement”) is made and entered into this ~~16th~~ day of ~~December~~, 2014 (the “Effective Date”), by and between Cherokee Beaufort, LLC, a South Carolina limited liability company (hereinafter sometimes referred to as “Cherokee Beaufort”), Burton Development, LLC, a South Carolina limited liability company (hereinafter sometimes referred to as “Burton Development” or “Developer”), and the governmental authority of the County of Beaufort, South Carolina (“Beaufort County” or the “County”).

WHEREAS, the legislature of the State of South Carolina has enacted the South Carolina Local Government Development Agreement Act (the “Act”) as set forth in Section 6-31-10 through Section 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, the Act recognized that “The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.” (Section 6-31-10(BB)(1) of the Act); and

WHEREAS, the Act also states: “Development Agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health and general welfare of the citizens of our State” (Section 6-31-10 (B)(6)); and

WHEREAS, the Act further authorizes local governments, including counties, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10; and

WHEREAS, Cherokee Beaufort owns two (2) adjacent tracts of land, each as more particularly described in Exhibit “A”, which is attached hereto and made a part hereof, which together consist of approximately 105 acres, more or less (collectively referred to as the “Property”), and Cherokee Beaufort has entered into a joint venture agreement with Cherokee Investments, which joint venture agreement resulted in the formation of Burton Development to serve as master developer for the Property (hereinafter, “Owner” or “Developer” shall refer collectively to Cherokee Farms, Cherokee Investments, and Burton Development, unless the context requires otherwise). The Owner proposes to sell, develop, or cause to be developed, a mixture of residential, commercial and/or other uses on the Property as more particularly described in this Agreement; and

WHEREAS, in February 2004, Cherokee Investments submitted a development agreement to the County in which certain matters, including traffic mitigation and Air Installations Compatible Use Zone (“AICUZ”) application to the Property, were initially addressed (the “2004 Draft Agreement”); and

WHEREAS, the 2004 Draft Agreement was held in abeyance while certain matters were addressed, including: matters arising from revised impact traffic mitigation studies; the amendment of the

planned unit development adjacent to the south of the Property and known as Habersham (hereinafter “**Habersham**” or the “**Habersham PUD**”), which amendment included additional property in the planned unit development while the Property was re-zoned to a Suburban zoning district; discussions with Beaufort County regarding designing the Property in the same manner or in a similar manner as Habersham; discussions and negotiations regarding the need for the submission of a planned unit development rather than re-zoning to a Suburban zoning district; and, various other related matters; and

WHEREAS, to better adhere to the aesthetic quality, connectivity and continuity between the Property and the adjacent Habersham PUD, Cherokee Investments has developed and submitted to the County a Unified Development Plan (the “**Unified Development Plan**”), attached hereto as Exhibit “B”, for the Habersham PUD and the Property (collectively hereinafter sometimes referred to as the “**Unified Development**”), which was approved by the County on October 30, 2013; and

WHEREAS, the County acknowledges and agrees that in the area of the Property, the character of the land: supports the development proposed by the Unified Development Plan; furthers the objectives of the Beaufort County Comprehensive Land Use Plan; increases the number of available lots; creates affordable housing opportunities for its citizens; improves traffic conditions; and, secures for its citizens a quality, well-planned and well-designed real estate development, while also increasing the County’s tax base; and

WHEREAS, the Development of the Property results in the imposition of certain impact fees (collectively, and not intending to be limiting, hereinafter “**Impact Fees**”) in accordance with applicable County ordinances and state law; and

WHEREAS, the County finds that the Owner’s proposed development of the Property, as described in this Development Agreement and in the Unified Development Plan, is consistent with Beaufort County’s Comprehensive Land Use Plan and will further the health, safety, welfare and economic well-being of the County and its citizens; and

WHEREAS, Owner has proposed the construction of certain road infrastructure on and off the Property and has agreed to the dedication thereof to the County; and

WHEREAS, the proposed Development of the Property presents the County with an exceptional opportunity to receive public road system improvements; secures quality planning and a well-designed and constructed mixed use real estate development; enhanced protection of the environment; and, a strengthened and revitalized tax base; and,

WHEREAS, this Development Agreement is being made and entered into between the Owner and the County under the terms of the Act for the purpose of providing assurances to the Owner so that the Owner may proceed with Development of the Property according to the terms of this Agreement and as depicted in the Unified Development Plan without encountering future changes in law that may materially affect the Owner’s ability to develop the Property according to the terms of this Development Agreement and as depicted in the Unified Development Plan.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and the Owner by entering this Agreement, and to encourage well-planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

I. INCORPORATION

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(6) of the Act.

II. DEFINITIONS

In addition to the terms defined herein, the following terms shall be defined as follows:

“**Act**” means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended.

“**Covenants**” means and refers to one (1) or more declaration of covenants and restrictions for all of or portions of the Property to be recorded in the Office of the Register of Deeds Office for Beaufort County, South Carolina, and all amendments and supplements thereto.

“**Density**” means the total number of residential dwelling units (“**Dwelling Units**”, as herein defined) or the total area of commercial square feet permissible for a specific parcel of the Property or for the Property as a whole under the terms of this Agreement, as context dictates. No other density requirements shall be applicable to the Property.

“**Develop**” or “**Development**” means the definition of development as set forth in the ZDSO (as defined herein).

“**Developer**” means the Owner, the master developer, Burton Development, LLC, and all successors in title or lessees of the Owner who undertake Development (as defined herein) of the Property or who have transferred Development Rights (also as defined herein).

“**Development Agreement Ordinance**” means all terms and conditions of this Development Agreement and all attachments hereto, including but not being limited to the Unified Development Plan and all narratives, applications, site development plans, standards, exhibits and applicable ordinances as the same may be hereafter amended by mutual agreement of the County and the Owner. Specifically, it is noted that the adoption of the Development Agreement Ordinance after public hearings shall have the effect of a properly adopted land use ordinance. To the extent that any provision of the Development Agreement Ordinance may be deemed to be a modification of presently existing Beaufort County law, such modification shall be hereby approved, ratified and adopted as binding upon the Property and the parties hereto by the approval of this Development Agreement.

“**Development Application**” or “**Initial Development Application**” means an application for the Development of individual portions or phases of the Property, being the concept (if required) or preliminary application (if required) for land development or subdivision referenced in Sections 106-369 and 106-370 of the ZDSO (as defined herein).

“**Development Rights**” means the Owner’s or Developer’s right to Develop the Property, or portions thereof, in accordance with the ZDSO (as defined herein), this Development Agreement and the Unified Development Plan.

“**DRT**” means Beaufort County’s Development Review Team or a similar planning review authorized and described in the ZDSO (as defined herein).

“**Dwelling Units**” means residential dwellings.

“**Effective Date**” means the date of complete execution of this Agreement after the County’s approval of the Development Agreement Ordinance.

“**Impact Fees**” or “**Development Impact Fee**” means a payment of money imposed as a condition of approval for Development, as defined in Section 6-1-920(8) of the South Carolina Code of Laws, 1976, as amended.

“**Habersham Amended PUD**” means that certain planned unit development for Habersham, which was approved on December 9, 1996, as amended by that certain amendment thereto, which was approved on March 13, 2006.

“**ITE**” means Institute of Traffic Engineers.

“**Owner**” means Cherokee Beaufort, LLC, its successors and/or assigns.

“**Owners Association**” means an entity or entities formed pursuant to applicable law and/or restrictive land use covenants, which may be responsible for the construction and/or maintenance and/or upgrading of some or all of the infrastructure contemplated in this Development Agreement and the Unified Development Plan, to include, but not be limited to, some or all of the roads, common areas, water, sewer and stormwater management systems proposed to be constructed on or for the benefit of the Property.

“**Property**” means those certain parcels of land depicted on Exhibit “A” of the Development Agreement.

“**Term**” means the duration of this Agreement as set forth in Article III hereof.

“**Unified Development Plan**” means the document entitled “Habersham Unified Development Plan” as well as all exhibits and attachments thereto as approved by the DRT on October 30, 2013, and as the same may be modified or amended from time to time in accordance with this Development Agreement and the ZDSO (as defined herein).

“**ZDSO**” means the Zoning and Development Standards Ordinances (ZDSO) of Beaufort County adopted April 26, 1999, existing as of the Effective Date and attached hereto as Exhibit “H” and made a part hereof. References in the ZDSO to the latest version of County manuals shall mean and refer to the latest version of such manual as of the date of this Agreement, and shall include any and all zoning and development ordinances subsequently adopted or approved by Beaufort County.

III. TERM

The Term of this Development Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter; or, if renewed and described herein, at the end of three (3) additional five (5) year periods. During the Term, the provisions of this Development Agreement shall be vested against any future changes to the ZDSO, Beaufort County law or ordinances and changes to any now existing or future airport overlay zoning district, including but not limited to any AICUZ noise zone or overlay district, which would affect the ability of Owner to carry out the Development contemplated in this Development Agreement and in the Unified Development Plan. Further, at the end of the third five (5) year period, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances if Owner shall have achieved Substantial Development. “**Substantial Development**” shall mean the completion of construction (the receipt of a certificate of occupancy) or construction that is underway (the receipt of applicable building or development permits)

of not less than twenty-five percent (25%) of the total Development proposed for the Property, as shown and depicted on the Unified Development Plan.

IV. DEVELOPMENT OF THE PROPERTY

The Property shall be developed in accordance with this Development Agreement and the Unified Development Plan. Certain provisions of the ZDSO may be interpreted, enhanced, supplemented or modified by this Agreement and the Unified Development Plan in accordance with Article XIV of this Agreement.

V. DEVELOPMENT SCHEDULE

The Property shall be developed generally in accordance with the Development Schedule, which is attached hereto as Exhibit "C" of this Agreement. The Development Schedule is an estimate, and may be modified to acknowledge market conditions, permitting requirements, or other considerations. It is acknowledged that the Property is anticipated to be developed in phases which include the Development of one (1) block of the Property at a time, in order to provide flexibility for the Owner and Developer to meet market demands.

In accordance with the Act, the failure of the Owner and Developer to meet the terms of the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement, and shall be judged by the totality of circumstances, including, but not limited to, the Owner's and Developer's good faith efforts toward compliance with the terms of the Development Schedule and the Owner's and Developer's proof of good cause for modifying the Development Schedule. Further, the acceleration of the Development Schedule shall not constitute a material breach of this Agreement. It is expected that the actual Development of the Property may occur at a different pace, as determined in the sole reasonable discretion of Owner and based upon market conditions, and shall not constitute a default of this Agreement. In the future, the Owner or Developer may submit unilaterally to the County periodic adjustments to the Development Schedule, which shall not be considered an amendment or breach of this Agreement.

VI. DENSITY AND USE

Mixed use, residential and commercial Development of the Property shall be in accordance with the densities and uses as set forth in the approved Unified Development Plan.

VII. ACCESS

The Property shall be accessed by Cherokee Farms Road (S-83), which runs along the southern boundary of the Property, and by Joe Frazier Road (S-40) to the northeast, as approved and depicted in the Unified Development Plan and as described herein. At such time other interconnectivity to the west is completed as contemplated in this Development Agreement, the Property shall have the access as shown in the Unified Development Plan.

VIII. INFRASTRUCTURE AND SERVICES

County and Owner recognize that the majority of the direct costs associated with the Development of the Property shall be borne by the Owner and Developer, and that many necessary services shall be provided by other governmental or quasi-governmental entities, and not by the County. For further clarification, the parties make specific note of and acknowledge the following:

A. Roads/Facilities.

(i) **Private Roads.** Roads constructed within the Property may be constructed by the Owner and/or Developer, and shall be maintained by them and/or an Owners Association, or dedicated to other appropriate entities or the County, as provided in Article IX of this Agreement. Except as otherwise provided herein, the County shall not be responsible for the construction or maintenance of any private roads within the Property, unless the County specifically agrees to do so in the future.

(ii) **Public Roads.** The Property shall not have restricted access roads and shall be served by direct access to Joe Frazier Road (S-40) and Cherokee Farms Road (S-83) provided, however, that portions of the Property shall be Developed as separate housing and/or parking areas.

B. Potable Water. Potable water shall be provided to the Property by the Beaufort Jasper Water and Sewer Authority (“BJWSA”) on the same basis as is provided to other residents and businesses within the County. Each Owner or Developer shall construct, or cause to be constructed, all necessary water service infrastructure within the Property (or such applicable portion thereof), which shall be maintained by it or the provider of the service. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County or other local governmental entity from providing potable water to its residents in accordance with applicable provisions of law.

C. Sewage Treatment and Disposal. Sewage treatment and disposal shall be provided by BJWSA on the same basis as is provided to other residents and businesses within the County. Each Owner or Developer shall construct, or cause to be constructed, all necessary sewer-related service infrastructure within the Property (or such applicable portion thereof), which shall be maintained by it or the provider of the service. The County shall not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County or other local governmental entity from providing sewer services to its residents in accordance with applicable provisions of law.

D. Stormwater Drainage System. All stormwater runoff and drainage improvements within the Property shall be designed in accordance with the ZDSO and the most current edition available of the Beaufort County Best Management Practices manual, and best efforts shall be made to coordinate such stormwater runoff and drainage systems with the County’s master drainage program. All stormwater runoff and drainage system improvements shall be constructed by the Owner or Developer and maintained by the Owner, Developer and/or an Owners Association, except as otherwise contained herein. The County shall not be responsible for any construction or maintenance costs associated with the stormwater runoff and drainage systems solely within the Property, unless proper dedications and easements are granted in accordance with the ZDSO.

E. Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as it provides to other residents and businesses within the County. The Owner acknowledges that the County does not currently provide waste disposal on an individual basis for single, multi-family or commercial developments or uses.

F. Utility Easements. The Owner shall furnish necessary easements for water, sewer, gas, electricity, telephone, cable television, and other utilities when the Owner determines that the same are required. Adequate easements for utilities shall be reserved by the Owner in the conveyances of

lots and parcels to be Developed. All utilities (except main electrical distribution lines) shall be installed underground.

G. Police Protection. The County shall provide police protection services to the Property on the same basis as it provides to other residents and businesses within the County. The Owner or a successor Owners Association may elect to provide private security services for all or a portion of the Property.

H. Recycling Services. The County shall provide recycling services to the Property on the same basis as it provides to the residents and businesses within the County. The County shall reserve the right to require that recycling materials generated from the Property comply with those standards promulgated by the County applicable to all residents and businesses within the County.

I. Emergency Medical Services. The County shall provide emergency medical services to the Property on the same basis as it provides to other residents and businesses within the County.

J. Fire Services. The County shall provide fire protection services to the Property on the same basis as it provides to other residents and businesses within the County; such services are currently provided by the Burton Township Fire District.

K. Library Services. The County shall provide library services to the Property on the same basis as it provides to other residents within the County.

L. School Services. The Beaufort County School District shall provide educational and school services to the Property on the same basis as it provides to other residents within the County.

M. AICUZ Requirements. Approximately 45.5 acres of the Property are located within AICUZ Noise Zone 2A (65-69 DNL), as defined in Appendix A1 of the ZDSO, Airport Overlay District, Section 3 et seq. No portion of the Property is located within any aircraft accident potential zone, as defined therein. In order to minimize the intrusion of noise into the proposed homes, Owner agrees that homes constructed within AICUZ Noise Zone 2A shall include construction measures, which should result in a 25db reduction of noise. Owner shall also notify any prospective purchaser of a property or lot within AICUZ Noise Zone 2A to comply with the notification requirements of Appendix A1, Section 4 of the ZDSO.

IX. FEES, DEDICATIONS, SYSTEM IMPROVEMENTS, CONVEYANCES, CREDITS AND RELATED AGREEMENTS

The following items are hereby agreed upon by the parties:

A. Impact Fees. Except as otherwise provided herein, Impact Fees which shall be payable to Beaufort County to support County infrastructure such as, but not limited to, fire, library, parks and roads, shall not be affected by this Agreement.

B. Dedications.

(i) Permissive. Except as otherwise contained herein, the County shall consider all requests to accept the dedication of any road or road right-of-way within the Property constructed to the standards contained in the Cherokee Farms Conceptual Master Plan approved on October 30, 2013 (the "Cherokee Farms Conceptual Master Plan") or to the specific requirements of the

County contained in this Agreement. The County shall also consider a request to take ownership of any drainage systems by dedication.

(ii) **No Implied Dedication.** The recording of a final plat or a plan subdividing any portion of the Property shall not constitute an offer to deed or dedicate any or all streets and rights-of-way shown thereon to the County, unless the plat or plan specifically and expressly makes such an offer, which offer is accepted by the County.

C. **System Improvements.**

(i) **Joe Frazier Road.** Beaufort County acknowledges the need for future improvements to Joe Frazier Road to accommodate new development and improved pedestrian access; and Impact Fees are the major revenue source for costs incurred by the County for such improvements. As depicted in the Unified Development Plan, the Owner has proposed and completed the design and engineering of a round-a-bout to access the Property directly from Joe Frazier Road. The engineering plans for the round-a-bout, prepared by Davis & Floyd, Inc., are attached hereto as Exhibit "D" (the "Joe Frazier Road Round-a-bout"). The Joe Frazier Road Round-a-bout also benefits Burton Wells Park by providing an improved entrance, an adjacent fire station, and other nearby residential developments. Owner shall assign to the County the engineering plans and any rights thereto, as well as fee title for any portion of the real property it owns, which portion is reasonably necessary or appropriate for the construction of the Joe Frazier Road Round-a-bout. Construction of the Joe Frazier Road Round-a-bout shall occur as set forth in Article IX (C) (iv) (a) below.

(ii) **Cherokee Farm Road.** The Property is also accessed and bounded to the south by Cherokee Farms Road (S-83) as depicted in the Unified Development Plan. Owner shall improve Cherokee Farms Road with the addition of on-street parking, street landscaping and trees, and such improvements shall be constructed in accordance with the standards contained in the Cherokee Farms Conceptual Master Plan. All such improvements (the "Cherokee Farms Road Improvements") shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated to and accepted by the County.

(iii) **Intersection of Joe Frazier Road and Cherokee Farms Road.** The existing intersection at Cherokee Farms Road and Joe Frazier Road (the "Intersection") shall be reconfigured and aligned at a 45-degree angle. The Owner has proposed and completed the design and engineering of improvements to this intersection which engineering and designs were prepared by Davis & Floyd, Inc., and are attached hereto as Exhibit "E" (the "Joe Frazier Road and Cherokee Farms Road Intersection Redesign"). The improvement creates a turning lane that improves traffic flow and also corrects intersection alignment as depicted in the Unified Development Plan. Owner shall assign to the County the engineering plans and any rights thereto, as well as fee title for any portion of the real property it owns, which portion is reasonably necessary or appropriate for the construction of the improvements depicted in the Joe Frazier Road and Cherokee Farms Road Intersection Redesign (the "Intersection Improvement"). Construction of the Intersection Improvement shall occur as set forth in Article IX (C) (iv) (c) below.

(iv) **Timing.** The System Improvements shall be constructed as described below:

(a) **Joe Frazier Road Round-a-bout.** The Joe Frazier Road Round-a-bout shall be constructed as provided in this Article IX (C) at such time the County deems the round-a-bout necessary and sufficient funds become

available from the Road Impact Fees, which may be used for System Improvements.

(b) Cherokee Farms Road Improvements. The Cherokee Farms Road Improvements shall be constructed by and at the expense of the Owner and dedicated to the County prior to the expiration of the Term of this Agreement but only if the Development proposed in the Unified Development Plan is commenced.

(c) Intersection of Joe Frazier Road and Cherokee Farms Road. This intersection shall be improved upon the earlier of:

- A. A date, which is after the first building permit is issued by the County for Development for all or any portion of the Property, which the County deems necessary and appropriate to commence the Intersection Improvement, and, a traffic analysis or study prepared in accordance with the standards of the ITE recommends the construction of the Intersection Improvement prior to the date sufficient funds become available from the collection of Road Impact Fees which may be used for this System Improvement and no other alternative source of funding is available (i.e. derived from sales tax increases for transportation projects). Then, upon not less than thirty (30) days' prior written notice to the Owner, the County may cause the construction of the Intersection Improvement with its own funds, and the Owner shall be responsible for and shall pay not more than the interest expense for the use of such funds for a period of three (3) years or for a total cost of Fifty Thousand and No/100 Dollars (\$50,000.00), whichever is less;
- B. The date, which the County deems necessary and appropriate to commence the Intersection Improvement, when sufficient funds have become available from the collection of Road Impact Fees which may be used for this System Improvement without any cost or liability to the Owner;
- C. The date when the total number of Dwelling Units in the Unified Development Plan exceeds 1,000;
- D. The date of the commencement of the construction of a school by the Developer upon the school site located within the Habersham Unified Development Plan;
- E. The date of the issuance of the development permit by the DRT permitting the 84-unit multi-family phase of Habersham Amended PUD Tract; or
- F. January 1, 2025.

D. Credit for System Improvements. The County agrees that the Owner or Developer shall receive a credit for Impact Fees against the cost of and up to the total value of the Joe Frazier Road Round-a-bout, the Joe Frazier Road intersection upgrade and the Cherokee Farms Road Improvements (herein collectively the "System Improvements"). The total value of the System Improvements shall equal the cost of the design, engineering, planning and construction, except any construction of any System Improvements undertaken by the County in accordance with this Agreement. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner or Developer alternative design, engineering and planning cost estimates. If the alternative cost estimates are deemed by the Owner to be inaccurate or unreliable, a third party shall be hired at the shared expense of the Owner and the County to develop cost estimates. Upon approval of this Development Agreement, all Impact Fees collected from any residential or commercial uses within any portion of the land subject to the Unified Development Plan shall be deposited into and held in a separate account that has been established by the County to be used to refund the Owner or the County, as the case may be, for the cost of constructing System Improvements when such System Improvements are constructed as described in this Agreement. The Owner or the County shall construct the System Improvements at such time described in Article IX (C) (iv). If constructed by the Owner, Owner shall be reimbursed with the Impact Fees collected. If the Joe Frazier Road Round-a-bout is constructed and completed through any means other than described above, all Impact Fees collected and being held by the County may be used to pay for the project or redistributed into the County's Capital Improvements Program. If, for any reason, the County deems any of the System Improvements unwarranted, the Owner shall be relieved of any responsibility as previously set forth in this Development Agreement, and all previously earmarked funds shall be redistributed into the County's Capital Improvements Program.

E. Access. The Owner agrees to cooperate with the appropriate governmental entities in locating and dedicating to the County, or its assigns, sufficient rights-of-way on the Property, in order to construct the access point improvements as depicted in the Unified Development Plan.

F. Other Charges or Fees. Nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges in effect at the time of collection as may be assessed by entities other than the County. Moreover, the Owner, its successors and assigns, shall be subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters, other than Development Impact Fees.

G. Service Districts. Nothing in this Agreement shall be construed to prevent the establishment by the County of a tax increment or other district on the Property in accordance with applicable provisions of the Code of Law of South Carolina, 1976, as amended.

H. Landscaping. The Owner or Developer shall, at its own expense, install landscaping as generally depicted in the "Joe Frazier Road Round-a-bout Landscape Plan" attached hereto as Exhibit "F". The Owner, its successors and assigns shall be responsible for and shall maintain landscaping of both the Joe Frazier Road Round-a-bout and the intersection realignment.

X. PERMITTING PROCEDURES

A. Development Applications for the individual parcels or tracts, or portions or phases thereof, shall be submitted to the DRT for processing under the provisions of this Agreement. It is acknowledged that the Property is anticipated to be developed in multiple phases which includes the Development of one (1) block of the Property at a time, in order to provide the Owner or Developer flexibility to meet market demands. Developer has conducted traffic studies and created a master plan for

the entire Property. Separate traffic studies shall not be required for individual residential phases of Development. Development Rights to the land encompassed by an Initial Development Application or master plan may be transferred to any other portion of the Property, or to another Developer of the Property, provided that such does not increase the proposed ranges of densities and intensities beyond that which would otherwise be allowed under the provisions of this Agreement. Such transfer of Development Rights shall require written notice to the County and written acknowledgment by the DRT, as set forth below, and which shall not be unreasonably withheld. The Unified Development Plan, which generally allocates building types, may be modified to accommodate market conditions, subject to the overall density and use maximums set forth in the ZDSO and in this Agreement.

B. The County agrees that the Owner shall have the unlimited right to phase the Development of the Property in accordance with the Development Schedule.

C. The County agrees to use its best efforts to review in an expeditious manner all reviews contemplated by or required by the ZDSO, including but not limited to land use changes, Development applications, and plats and subdivisions for the Development of the Property. The Owner may submit these items for concurrent review by Beaufort County and other governmental authorities.

D. The County agrees that the Property is approved and fully vested for intensity, commercial density, Impact Fees, uses and height, setbacks, and parking and signage, and shall not have any obligations for onsite or offsite transportation or other facilities or improvements other than as specifically provided in this Agreement, but shall adhere to the Unified Development Plan as modified or amended from time to time. The County shall not impose additional obligations or regulations in connection with the ownership or Development of the Property, except in accordance with the procedures and provisions of Section 6-31-80 (B) of the Act, which Owner shall have the right to challenge.

XI. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE

Contained herein are those conditions, terms, restrictions or other requirements determined to be necessary by the County for the public health, safety and welfare of its citizens. Specifically, the County considers the protection of the natural environment and nearby waters and the preservation of Beaufort County’s character and unique identity to be mandatory goals and to be achieved without compromise. The Owner shares this commitment and therefore agrees to the following:

A. Stormwater Quality. A primary goal of the County is the protection of the quality of nearby waters. The Owner and Developer shall be required to abide by all provisions of Federal, State and County laws and regulations for the handling of stormwater, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors. In order to protect water quality of the rivers, the Owner agrees to prepare a master plan of the stormwater drainage systems , as defined in the ZDSO for all or any portion of the Property, for each Initial Development Application; to construct stormwater drainage systems in accordance with the approved master plan; and, to maintain the stormwater drainage systems ensuring proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by the amount of impervious surfaces, the Owner, its successors and assigns commit to design stormwater management systems in accordance with the County’s current Best Management Practices (“BMP’s”). Further, Owner agrees to provide BMP’s for pre-treatment, including supplemental open space (in accordance with the most current edition available of the Beaufort County Storm Water Best Management Practices manual, required by engineering design and calculations. In addition to the water quality safeguards committed to above by the Owner, notwithstanding Article IX hereof, the Owner and Developer shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of stormwater provided those ordinances and

regulations apply County-wide and are consistent with sound engineering practices. It is specifically agreed, however, that any such ordinances of the County that directly or indirectly affect the setback, buffer or open space requirements permitted pursuant to the ZDSO and/or this Agreement shall not be applicable to the Owner, the Developer and the Property without the Owner's and Developer's express written consent thereto; provided, however, that open space requirements may be modified as a result of specific implementation requirements for future stormwater management BMP's related to detention and treatment of stormwater that are applicable County-wide and are consistent with sound engineering practices, unless such change in requirements is less than twenty percent (20%) and the appropriate increase in density/intensity is granted by the County to provide for no net loss of density or space.

B. Covenants. The Owner may record restrictive real property covenants that run with the Property that shall govern such matters as architectural control, permitted uses, setbacks, landscaping, trees, exterior lighting, pets and wildlife, maintenance of common areas or open space, and which shall specifically prohibit unsightly activities. The provisions of the covenants for portions of the Property may differ from the covenants applicable to the other portions of the Property.

C. Tree Protection. Except for lands used for silviculture, if any, which shall be controlled by State regulations and Beaufort County's BMP's, Owner, its successors and assigns, including the Developer, shall comply with the provisions of ZDSO appertaining to trees.

D. Legal Status of Workers. The Owner and the County recognize the importance of having legal workers undertake construction and other work on the Property only. Provided such is lawful, the Owner agrees to supplement current County and State laws by requiring all contractors and subcontractors to sign sworn affidavits stating that: (i) all workers in its employ have been verified as to legal status; and, (ii) that to the best of its knowledge, after reasonable diligence, the contractor and subcontractor has verified such legal status. Additionally, provided such is lawful, construction sites shall be posted with notices providing legal status requirements and providing that verification of status may be demanded on the construction site at any time by the Owner, Developer, secondary Developers and/or the County. Any provision of this Section D may be altered with consent of the County Administrator to reflect evolving legal and policy decisions on this subject without formal amendment hereto.

XII. COMPLIANCE REVIEWS

Pursuant to the requirements of Section 6-31-90 of the Act, the Owner or its designee(s), shall meet with the County or its designee, at least once per year during the Term, to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or its designee(s) shall be required to provide such information as may reasonably be requested, to include but not be limited to: acreage of the Property sold in the prior year; acreage of the Property under contract; the number of certificates of occupancy issued in the prior year, the number of certificates of occupancy anticipated to be issued in the ensuing year; the Development Rights transferred in the prior year; and, the Development Rights anticipated to be transferred in the ensuing year. The Owner or its designee(s) shall be required to compile this information for its respective Development and that of its Developer.

XIII. ASSIGNMENT AND TRANSFERS

A. Notice of Assignment. Owner shall be required to notify Beaufort County, in writing, as and when Development Rights are transferred to any Developer or successor Owner. Such information shall include the identity and address of the acquiring party, a proper contact individual, and the location and number of acres of the Property for which Development Rights are being transferred.

Developers transferring Development Rights to any other party shall be subject to this requirement of notification.

B. Release After Assignment. In the event that the sale or other conveyance of all or a portion of the Property has been deemed to be compliant with this Agreement, the transferring Owner shall be released from any further obligations with respect to the Property being transferred, and the transferee shall, under this Agreement, be considered to be a substitute for the Owner for the Property transferred.

C. Variiances. It is acknowledged that nothing in this Agreement shall be deemed or construed to affect the right of any person to seek a variance from those provisions of the ZDSO that are in accordance with applicable state and local laws in effect at the time of the variance application.

XIV. EFFECT OF FUTURE LAWS AND CHANGES TO THE ZDSO

A. Vested Rights. Beaufort County acknowledges that the Owner and Developer are relying upon this Agreement, and agrees that Owner and Developer shall have vested rights to undertake Development of all or any portion of the Property, as depicted in the Unified Development Plan and in accordance with the terms and conditions contained herein. Accordingly, Beaufort County agrees that the Owner’s and Developer’s reliance upon the terms and conditions contained herein shall create vested rights to undertake Development of all or any portion of the Property in accordance with this Development Agreement.

B. Future Laws. Any amendment or modification to the ZDSO, including any new or successor zoning and development standards ordinances adopted by Beaufort County, shall not be applicable to the Property without the Owner’s express prior written consent, except as otherwise provided herein, provided that Beaufort County may apply such subsequently adopted laws to the Development if it holds a public hearing and it is determined that the subsequently adopted laws: (a) are not in conflict with laws governing this Agreement and do not prevent the Development contemplated in this Agreement; (b) are essential to public health, safety or welfare, and the subsequently adopted laws expressly state that they apply to the Development of the Property; and, (c) are specifically anticipated and provided for in the Development Agreement; and provided that: (i) Beaufort County demonstrates that substantial changes have occurred to pertinent conditions regarding the Property existing as of the Effective Date; and, if not addressed by Beaufort County, such conditions would pose a serious risk to the health, safety and welfare of its citizens; or (ii) the Development Agreement is based on substantially inaccurate information supplied by Owner. Owner and Beaufort County acknowledge that a portion of the Property is located within AICUZ Noise Zone 2A and that boundaries and restrictions may change for AICUZ noise zones. In the event such changes are proposed, which apply to all or any portion of the Property, the Owner and the County each agree to work together in good faith to alleviate the impact of such changes on the Property. In no event, however, shall the Owner be required to reduce or transfer density as shown in the Unified Development Plan, without the written consent of the Owner. Owner shall, however, continue to provide to purchasers of all or any portion of the Property, proper AICUZ Noise Zone Disclosure Forms as required by current or subsequent laws, and shall be bound by all current and future noise attenuation requirements for construction.

C. Future Laws of General Application. The parties specifically acknowledge that this Agreement shall not prohibit the application of any present standard codes or future codes in compliance with Section 6-31-160 of the Act, or any tax or fee of general application throughout the County. No future development and/or aid to construction, Impact Fees or special assessments shall apply to the Property without the written consent of the Owner.

XV. DEFAULTS

The failure of the Owner, Developer or County to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided, however, that no termination of this Development Agreement may be declared by the County without the County providing to the Owner and Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing individual stop work orders or voiding specific permits issued for Development when such Development contravenes the provisions of the ZDSO or this Development Agreement.

A default of the Owner shall not constitute a default by the Developer; and a default by the Developer shall not constitute a default by the Owner; nor shall a default by one Owner or Developer constitute a default of the Owners collectively.

XVI. MODIFICATION OF AGREEMENT

This Development Agreement may be modified or amended only by the written agreement of the County and the Owner. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owner(s), then only the County and those affected persons or entities shall sign such written amendment. Because this Agreement constitutes the Unified Development Plan for the Property, minor modifications to a site plan or to Development provisions may be made without a public hearing or amendment to the Development Agreement Ordinance. Any requirement of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The plans for Development of the Property are not intended to be a rigid, nor exact. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of residential/commercial Developments suggested is followed and respected.

XVII. NOTICES

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other party at the address set forth below or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile; or, if by mail, on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, consents, approvals or communications to the County shall be addressed as follows:

To Beaufort County: Office of Beaufort County Administrator
100 Ribaut Road
Room 156
Beaufort, SC 29902

With Copy To: Beaufort County Legal Department
c/o Joshua A. Gruber, Esquire
Post Office Drawer 1228
Beaufort, SC 29901-1228

And to Owner: Burton Development, LLC
c/o Cherokee Beaufort, LLC
Attn: Mr. Robert Turner
22 Market Street
Beaufort, SC 29906

With Copy To: McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, SC 29938
Attn: Walter J. Nester, III

XVIII. GENERAL

A. Subsequent Laws. In the event that State or Federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a Court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“New Law” or “New Laws”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law or court decision, those parties designated by the Owner, the Developer and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes of intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a Court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, the Developer and the County each shall have the right to challenge the New Laws preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

B. Estoppel Certificate. The Owner, the Developer and the County may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (i) that this Agreement is in full force and effect;
- (ii) that this Agreement has not been amended or modified, or if so amended, identify those amendments;
- (iii) whether, to the knowledge of such notifying party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and

(iv) whether, to the knowledge of such notifying party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. **Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the County, the Owner and the Developer relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. **No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Owner, the Developer or the County or between the Owner(s), or the Owner and any Developer, or to render such party liable in any manner for the debts or obligations of another party.

E. **Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

G. **Assignment.** Other than as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developer or the County shall be assignable to any other person, firm, corporation or entity.

H. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

I. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

J. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

K. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

L. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the County, the Owner and the Developer (including successors and/or assigns). No other persons shall have any rights hereunder.

XIX. STATEMENT OF REQUIRED PROVISIONS

A. **Specific Statements.** The Act requires that a development agreement include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for

convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60(A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owner.** The legal description of the Property is set forth in Exhibit "A", attached hereto. The current legal Owner of the Property is Cherokee Beaufort, LLC.
2. **Duration of Agreement.** The duration of this Agreement shall be five (5) years, with three (3) five (5)-year renewal terms.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, Dwelling Unit densities, building intensities and heights, as well as other Development related standards, are contained in this Agreement.
4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding electrical service, telephone and solid waste disposal. The mandatory procedures of the ZDSO and this Agreement, and/or the use of Development Impact Fees, fees in lieu, or other funding sources at the County's option shall ensure availability of roads, schools, parks and utilities to serve residents on a timely basis.
5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All relevant State and Federal laws shall be fully complied with, in addition to the provisions set forth in this Agreement. Where required by State or Federal law, protective buffers for wetlands shall be created.
6. **Local Development Permits.** The Development is set forth in the Unified Development Plan, and must comply with the ZDSO. Specific permits shall be obtained prior to commencing Development, consistent with the standards set forth in the ZDSO. Building permits shall be obtained under County Ordinances for any vertical construction, and appropriate permits shall be obtained from the State of South Carolina (OCRM) and the Army Corps of Engineers, when applicable, prior to any impact upon salt or freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.
7. **Comprehensive Land Use Plan and Development Agreement.** The Development permitted and proposed hereunder is consistent with the Beaufort County Comprehensive Land Use Plan and with the County's current land use regulations.
8. **Terms for Public Health, Safety and Welfare.** The Beaufort County Council finds that all issues currently relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the ZDSO and existing law.
9. **Historical Structures.** No specific terms relating to historical structures shall be pertinent to this Development Agreement. All historic structures and issues shall be addressed through the permitting process of the ZDSO at the time of Development; and no exception from any existing standard shall be hereby granted.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO NAME THE PORT ROYAL LIBRARY FACILITY IN HONOR OF THE FORMER TOWN OF PORT ROYAL MAYOR, SAMUEL E. MURRAY
MEETING NAME AND DATE:
COMMUNITY SERVICES AND LAND USE COMMITTEE; 4/8/24 @ 3PM
PRESENTER INFORMATION:
CHARLES ATKINSON, ACA DEVELOPMENT SERVICES <i>5 MINUTES</i>
ITEM BACKGROUND:
ON 2/14/24, PORT ROYAL TOWN COUNCIL PASSED A RESOLUTION REQUESTING THAT THE NEW PORT ROYAL LIBRARY LOCATION BE NAMED IN HONOR OF FORMER TOWN MAYOR SAMUEL E. MURRAY. ON 3/27/24, THE BEAUFORT COUNTY LIBRARY BOARD VOTED TO RECOMMEND APPROVAL OF A RESOLUTION TO NAME THE PORT ROYAL LIBRARY IN HONOR OF MR. SAMUEL E. MURRAY.
PROJECT / ITEM NARRATIVE:
<p>FORMER TOWN OF PORT ROYAL MAYOR SAMUEL E. MURRAY SERVED AS A MEMBER OF TOWN COUNCIL FOR 18 YEARS AND AS MAYOR FOR SIX CONSECUTIVE TERMS. DURING MAYOR MURRAY’S TIME IN OFFICE, THE TOWN OF PORT ROYAL THRIVED, INCLUDING NUMEROUS BEAUTIFICATION PROJECTS AS WELL AS NEW INFRASTRUCTURE AND BUILDINGS ERECTED THROUGHOUT THE TOWN, WITH A MAJOR FOCUS ON THE REDEVELOPMENT OF THE PORT PROPERTY.</p> <p>MAYOR MURRAY WAS A GRADUATE FROM THE SOUTH CAROLINA STATE COLLEGE WITH A BACHELOR’S AND MASTER’S DEGREE IN EDUCATION, AND IN 1999 RETIRED AS THE PRINCIPAL OF JAMES J. DAVIS ELEMENTARY SCHOOL. HE WAS FOR MANY DECADES AN AMBASSADOR FOR THE COMMUNITY, CONTRIBUTING GREATLY TO THE QUALITY OF LIFE THROUGHOUT THE TOWN, BEAUFORT COUNTY, AND THE STATE.</p> <p>BECAUSE OF THESE AND MANY MORE ACCOMPLISHMENTS IT IS FITTING TO RECOGNIZE SAMUEL E. MURRAY’S YEARS OF DEDICATION AND SERVICE TO HIS COMMUNITY, WHICH HAVE BROUGHT GREAT CREDIT UPON HIMSELF, HIS FAMILY, AND HIS COMMUNITY.</p>
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
STAFF RECOMMENDS APPROVAL OF THE RESOLUTION
OPTIONS FOR COUNCIL MOTION:
MOTION TO APPROVE/DENY A RESOLUTION TO NAME THE PORT ROYAL LIBRARY FACILITY IN HONOR OF THE FORMER TOWN OF PORT ROYAL MAYOR, SAMUEL E. MURRAY.

RESOLUTION 2024/___

A RESOLUTION TO NAME THE PORT ROYAL LIBRARY FACILITY IN HONOR OF THE FORMER TOWN OF PORT ROYAL MAYOR, SAMUEL E. MURRAY

WHEREAS, Beaufort County Council recognizes and expresses its gratitude for the many civil contributions made to our community by Town of Port Royal Mayor, Samuel E. Murray; and,

WHEREAS, Mayor Murray served as a member of Town Council for 18 years and as Mayor for six consecutive terms; and,

WHEREAS, during Mayor Murray’s time in office, the Town of Port Royal thrived, including numerous beautification projects as well as new infrastructure and buildings erected throughout the Town, with a major focus on the redevelopment of the Port Property, a project he personally initiated; and,

WHEREAS, Mayor Murray was a graduate from the South Carolina State College with a Bachelor’s and Master’s Degree in Education, and in 1999 retired as the Principal of James J. Davis Elementary School; and,

WHEREAS, Mayor Murray was for many decades an ambassador for the community, contributing greatly to the quality of life throughout the Town of Port Royal, Beaufort County, and the State of South Carolina; and,

WHEREAS, it is fitting to recognize the years of dedication and service to his community which have brought great credit upon himself, his family, and his community.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby affirm that the Port Royal Library Facility located on Paris Avenue in the Town of Port Royal shall be named in honor of former Town of Port Royal Mayor, Samuel E. Murray.

Adopted this ___th day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST: _____

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION RECONIZING FAIR HOUSING MONTH
MEETING NAME AND DATE:
Community Services and Land Use Committee April 8, 2024
PRESENTER INFORMATION:
Audra Antonacci – Ogden, ACA <i>5 Minutes</i>
ITEM BACKGROUND:
April is nationally recognized as Fair Housing Month. All Community Block Grant/Economic Grantees are required to certify that the local government will undertake an action to affirmatively further fair housing.
PROJECT / ITEM NARRATIVE:
A Resolution Recognizing Fair Housing Month is required annually.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the Fair Housing Month Resolution.
OPTIONS FOR COUNCIL MOTION:
Motion to approve a Resolution to Recognize Fair Housing Month. Motion to deny a Resolution to Recognize Fair Housing Month.

RESOLUTION 2024/ _____

A RESOLUTION RECONIZING THE POLICY SUPPORTING HOUSING FOR ALL NOT ONLY DURING FAIR HOUSING MONTH, BUT THROUGHOUT THE YEAR

Whereas, April 8th 2024, marks the 56th anniversary of the enactment of the Civil Rights Act of 1968, Title VIII of which (42 U.S.C. 3601 et seq.) commonly known as the Fair Housing Act; and

Whereas, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989 supporting the policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

Whereas, the County Council of Beaufort County is committed to addressing discrimination in our community, supporting programs that will educate the public about the rights to equal housing opportunities, and planning partnership efforts with other organizations to help assure every citizen of their right to fair housing; and

Whereas, the County Council of Beaufort County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services, and

Whereas, the County Council of Beaufort County desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the County Council of Beaufort County does hereby designate April 2024 as Fair Housing Month and recognizes the policy supporting Fair Housing in encouraging all citizens to endorse Fair Housing opportunities for all not only during Fair Housing Month, but also throughout the year.

Adopted this _____ day of _____, 2024

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

Clerk to Council

_____ **Sarah Brock**



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBERS R100-026-00A-0260-0000 and R100-026-00A-0261-0000 AND ALSO KNOWN AS BOUNDARY STREET LOGAN
MEETING NAME AND DATE:
Community Services and Land Use Committee; April 8, 2024
PRESENTER INFORMATION:
Amanda Flake, Natural Resources Planner
ITEM BACKGROUND:
Rural and Critical Land Preservation Board recommended to pursue due diligence on 5/11/23, Land Use and Community Services Committee recommended due diligence on 6/12/23, RCLP recommended to purchase on 3/14/24
PROJECT / ITEM NARRATIVE:
<p>Boundary Street Logan properties consist of approximate 0.81 acres zoned Highway Regional Commercial with frontage along Boundary Street (Highway 21) in Beaufort and identified as TMS# R100-026-00A-0260-0000 and R100-026-00A-0261-0000; collectively hereinafter the "Property". The Property has an appraised value of \$335,000.</p> <p>This project is part of a string of properties that are identified as important to vista creation along Upper Boundary Street. They represent shallow properties that would be difficult to redevelop and/or development poses a threat to the marsh and commuters with respect to their setbacks, curb cuts, and road access. Similar to the multi-party partnership that built the lower Boundary Street vista, this takes partners. The City of Beaufort has already purchased one of the properties in their grouping, the "Sherbert Property" for its appraised value in September 2023. The Open Land Trust has a right of first refusal on the "Barnard Tire" properties in the middle.</p> <p>If purchased, the Property would open up public view to the marsh beyond. The Property is currently rented to a company that sells equipment sheds and the lease is month to month and that would be removed by the tenant prior to closing.</p>
FISCAL IMPACT:
Up to \$335,000 plus closing costs (Account # 4500-80-0000-54400); Current balance: \$5,902,379
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve purchase of Boundary Street Logan Motion to modify purchased of Boundary Street Logan Motion to reject purchase of Boundary Street Logan

RESOLUTION 2024/ _____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBERS R100-026-00A-0260-0000 and R100-026-00A-0261-0000 AND ALSO KNOWN AS BOUNDARY STREET LOGAN

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase the real properties identified as TMS# R100-026-00A-0260-0000 and R100-026-00A-0261-0000 of +/- 0.81 acres and also known as Boundary Street Logan; collectively hereinafter “Boundary Street Logan”; and

WHEREAS, the fee simple purchase of Boundary Street Logan has been demonstrated to meet the Critical Lands Criteria of the Rural and Critical Lands Program (“RCLP”); and

WHEREAS, the Property is within unincorporated Beaufort County and provides expansive views to the marshes of Albergotti Creek from Boundary Street and the Spanish Moss Trail; and

WHEREAS, the proposal to purchase Boundary Street Logan is for a fee simple acquisition with a purchase price up to \$335,000 plus closing costs; and

WHEREAS, the proposed fee simple purchase of Boundary Street Logan was presented to the Rural and Critical Land Preservation Board (RCLPB) at the March 14, 2024, meeting and the RCLPB unanimously recommended approval of the purchase; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to execute the necessary documents for the fee simple acquisition and purchase of Boundary Street Logan.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding up to \$335,000 plus closing costs for the fee simple purchase of real properties identified as TMS R100-026-00A-0260-0000 and R100-026-00A-0261-0000 and also known as Boundary Street Logan.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



Project Analysis: Boundary Street Logan Fee

PROPOSAL FOR: Fee Purchase approval

- PROPERTY ID: TMS# R100-026-00A-0260-0000 and R100-026-00A-0261-0000
- OWNER: Thomas Logan
- ACREAGE: .81 acres as surveyed
- PARTNERS: larger partnership with City of Beaufort
- TOTAL PRICE: \$335,000
- PRICE Negotiated/Acre: \$413,580
- RCLPP FUNDS: \$335,000
- APPRAISED VALUE: \$335,000
- ZONING: Highway Regional Commercial
- COUNCIL DISTRICT: 2 (*Bartholomew*)
- LOCATION: 2729 Boundary Street

Project Location and Attributes:

- Property is along Boundary Street
- Property is envisioned for a future passive park / scenic vista “Upper Boundary Street” with City of Beaufort
- Purchase would improve access management in the corridor, improve redevelopment nearby

Purchase and Cost Structure:

- Fee simple purchase
- City of Beaufort closed on neighboring “Sherbert Property” 9/30/23, OLT has a Right of First Refusal on Barnard Trust properties



Figure 1: Proposed County Logan Fee

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **AGREEMENT TO SELL AND
PURCHASE REAL PROPERTY**

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY (“Agreement”) is made and entered into this _____ day of _____ 2024, by and between **THOMAS LOGAN** ("Seller") and **BEAUFORT COUNTY**, a subdivision of the State of South Carolina ("Purchaser"); hereinafter collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties hereto had preliminary discussions with regards to the sale and purchase of certain real property located near Beaufort in Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said sale and purchase.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the Parties agree as follows:

1. **Real Property.** The Seller agrees to sell and the Purchaser agrees to purchase certain real property containing approximately eighty-one tenths (0.81) acres with **TMS R100-026-00A-0260-0000 and R100-026-00A-0261-0000** commonly known as “Boundary Street Logan” and as further described in Exhibit A attached hereto and incorporated herein by reference; hereinafter collectively referred to as the “Property”.

2. **Purchase Price.** The purchase price of the Property shall be **THREE HUNDRED AND THIRTY FIVE THOUSAND (\$335,000.00)** Dollars (“Purchase Price”).

3. **Conveyance of Title.** The Seller shall convey fee simple title of the Property to the County. Seller agrees to convey the Property by marketable title, free and clear of all liens and encumbrances whatsoever and those agreed upon to be assumed by Purchaser (the “Permitted Exceptions”). Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have twenty (20) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller’s election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser’s notice. Purchaser shall then have five (5) days from the date of Seller’s notice within which to notify Seller of Purchaser’s termination of this Agreement for lack of sufficient cure to such defects. Absent Seller’s receipt of notice from Purchaser within said five (5) day period, all of Purchaser’s outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

4. **Survey.** Seller engaged Gasque and Associates land surveyors, licensed in South Carolina, to prepare a boundary survey of the Property (the "Survey"), which shall be certified to Purchaser and the title insurers.

5. **Inspection.** Purchaser hereby acknowledges and agrees that Purchaser has or will thoroughly inspect and examine the Property prior to closing. Purchaser is responsible for obtaining inspection reports from qualified professionals to assess the Property.

- a) **Inspection Period.** Purchaser may cancel this Agreement at any time prior to May 31, 2024 (the "Inspection Period"). Purchaser shall notify Seller in writing of its desire to cancel this Agreement. This Agreement shall be cancelled immediately upon Seller's receipt of written cancellation notice, and neither party shall have any further obligations hereunder.
- b) **Right of Access for Inspection.** Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other tests which the Purchaser may deem necessary, at Purchaser's expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement.
6. **Closing.** The Closing occurs when Purchaser transfers the Purchase Price to Seller and Seller conveys title of the Property to Purchaser.
- a) **Closing.** The Closing shall occur on or before May 31, 2024 ("Closing Date") at the office of Purchaser's attorney, or on such other date, place and/or time as the Parties may mutually agree.
- b) **Closing Costs and Prorations.** All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. All taxes for any years prior to 2024 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.
7. **Brokerage Fees.** Seller represents that the Property is not subject to a listing contract with any real estate broker. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.
8. **Seller's Delivery of Documentation.** Seller shall deliver to Purchaser at or before the Closing Date (at such times as Purchaser may reasonably request) a Limited Warranty Deed, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated.
9. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the Seller's representation that as of the Closing Date the warranties and representations of Seller shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller.
10. **Default.** If Purchaser or Seller fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of Seller's obligations under this Agreement, or terminate this Agreement with a written notice. If terminated, both Parties agree to cooperatively pursue their obligations set forth herein in good faith.
11. **Notices.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with

the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO PURCHASER:

Beaufort County
Attn: Amanda Flake
Post Office Drawer 1228
Beaufort, SC 29901-1228
E-mail: aflake@bcgov.net
(843) 255-2140

Copy to:

Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: Brittany Ward, County Attorney
Email: bward@bcgov.net
(843) 255-2025

Thomas A. Bendle, Jr.
Howell, Gibson and Hughes PA
Post Office Box 40
Beaufort, SC 29901
(843) 522-2400
Email: tbendle@hghpa.com

TO SELLER:

Thomas Logan
c/o Henri Ann Logan, Esq.
806 Charles Street
Beaufort, SC 29902
Or
Logan Law Firm
PO Box 1008
Beaufort, SC 29901

12. **Assignment by Purchaser.** Purchaser shall have the right to assign this Agreement to a related entity by giving Seller notice of such assignment (which shall include the name and address of the Assignee) together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

13. **Condemnation.** In the event that at the time of Closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to terminate this Agreement, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

14. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale of real estate and is in no way to be considered a joint venture between the Parties.

It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

15. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agent shall be valid or enforceable unless embodied in this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

17. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. **Amendment.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

19. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or its has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to terms hereof.

20. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement, and, of any personal guarantees given in connection with this Agreement.

21. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both Parties agree in writing to a reasonable extension.

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

WITNESSES:

PURCHASER:

John Robinson
Interim Beaufort County Administrator

WITNESSES:

SELLER:

By: _____
Its: _____

Exhibit A

PROPERTY DESCRIPTION

Beaufort County Tax Map: R100-026-00A-0260-0000 and R100-026-00A-0261-0000



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSION/NEGOTIATIONS FOR THE PROPOSED FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS WALLACE CREEK
MEETING NAME AND DATE:
Community Services and Land Use; April 8, 2024
PRESENTER INFORMATION:
Amanda Flake, Natural Resource Planner
ITEM BACKGROUND:
Rural and Critical Land Preservation Board recommended to pursue due diligence on 3/14/24. Public works also reviewed.
PROJECT / ITEM NARRATIVE:
<p>Wallace Creek properties consist of approximately 0.5 acres property currently used and known as the Wallace Creek Boat Landing on St Helena, and an island known as “Grangers Retreat” consisting of approximately 27 acres.</p> <p>Public Works completed a title review of the boat landing survey and it was determined the County does not own the property used as a public boat landing; additionally, Public Works explored a long-term maintenance agreement with the property owner only to find the property was for sale. The island is accessible at most tides and has a dock.</p> <p>The landowner applied to the Rural and Critical Lands Program and the board recommended due diligence. An appraisal will be obtained to differentiate between the value of the 0.5 acre boat landing parcel and the 27 acre island so that there could be some cost-share with Public Works. The property owner is not interested in selling the properties (boat landing and island) individually.</p> <p>Property consists of the real property identified with TMS Nos. R300 022 000 0187 0000 (boat landing parcel), R300 015 000 0092 0000, R300 015 000 0196 0000, R300 015 000 0197 0000, R300 015 000 0198 0000, R300 015 000 0199 0000, R300 015 000 0200 0000, R300 015 000 0201 0000, R300 015 000 0202 0000, R300 015 000 0203 0000, R300 015 000 0204 0000, R300 015 000 0205 0000</p>
FISCAL IMPACT:
Up to \$20,000 for due diligence (Account # 4500-80-0000-51160); Balance \$5,902,379
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve due diligence of Wallace Creek Motion to modify due diligence of Wallace Creek Motion to reject due diligence of Wallace Creek
Authorization for due diligence does <u>not</u> go to Council.



Beaufort County Rural and Critical Land Preservation Program Application

Item 1.

GENERAL INFORMATION

***APPLICANT'S NAME:** Debbie Kelly

ADDRESS: 1841 Marsh Hawk Rd, Camden, SC 29020

CITY

STATE

ZIP CODE

EMAIL: debbiekellyrealty26@gmail.com

***PROPERTY OWNER'S NAME:** Capers Creek Island Property Association ■ Joe Denton

ADDRESS: 296 Peck Woods Road, Camden, SC 29020

CITY

STATE

ZIP CODE

PHONE: 803-427-2425

CELL:

HOME:

WORK:

EMAIL: drjejedenton@gmail.com

PROPERTY INFORMATION

PROPERTY DIRECTIONS: Hwy 21 to Lands End Rd to Sam Doyle Drive (St. Helena Island)

PROPERTY CONDITIONS: Wooded island and mainland lot, no structures, dock at island & mainland lot; underground electricity; and wells.

PROPERTY TAX MAP #: See last page below

***ADDRESS:** 245 Sam Doyle Dr, St. Helena Island, SC

ZONING DISTRICT:

PARCEL SIZE: 27 acre island & .5 acre mainland

USE OF PROPERTY (n.b any known encumbrances):
Vacant natural habitat. No known encumbrances

OWNER'S PRICE EXPECTATION: Currently listed for \$2,100,000.00

PURCHASE ARRANGEMENT: (Circle one)

PDR

FEE

PLAT: Please provide the most recent version of the deeded survey of the property as an attachment to this application.

I CERTIFY THAT ALL INFORMATION PRESENTED BY ME IN THIS APPLICATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BENEFIT:

Debra Kelly
APPLICANT

3/2/24
DATE

I (WE) CERTIFY THAT I (WE) ARE THE OWNERS OF THE PROPERTY NAMED IN THIS APPLICATION AND FURTHER THAT I (WE) DESIGNATE THE PERSON SIGNING AS APPLICANT TO REPRESENT ME (US) IN THIS APPLICATION.

[Signature]
PROPERTY OWNER (S)

3/2/24
DATE
3/2/24

***ATTACH OWNER'S NOTARIZED WRITTEN AUTHORIZATION IF OWNER'S SIGNATURE CANNOT BE OBTAINED.**

DATE ACCEPTED:

RECEIVED BY:

OFFICE USE ONLY

ACCEPTED BY:

BEAUFORT COUNTY OFFICIAL/CONTRACTOR

DATE

PROPOSED RCLP BOARD MEETING DATE: _____

PROPOSED NATURAL RESOURCES COMMITTEE MEETING DATE: _____

***DISCLAIMER: THIS DOES NOT GUARANTEE FAVORABLE ACTION BY BEAUFORT COUNTY. THE PROCESS MAY TAKE UP TO ONE YEAR TO COMPLETE.**

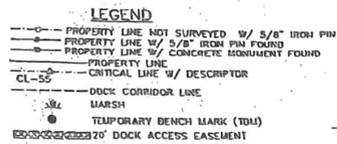
Tax Map #s: R300-015-00-0092-0000- 0187, 0196, 0198, 0199, 0200, 0201, 0202, 0203, 0204

Item 1.

GENERAL NOTES:

1. THIS PLAN SHOWS ONLY EASEMENTS WHICH ARE OBVIOUS OR APPARENT TO THE SURVEYOR.
2. HIGH WATER LINE IS THE PROPERTY LINE.
3. CREEK LINES FROM AERIAL PHOTOGRAPHY
4. PROPERTY IS ZONED R.A.D. MINIMUM LOT SIZE: TWENTY-ONE THOUSAND SEVEN HUNDRED EIGHTY (21,700) SQUARE FEET. SEVEN FRONT YARD SETBACK, TWENTY FIVE (25') FEET FROM THE FRONT PROPERTY LINE EXCEPT WHERE FRONTING ON A MAJOR THOROUGHFARE, THEN THIRTY-FIVE (35') FEET. MINIMUM SIDE YARD SETBACK TEN (10') FEET. MINIMUM REAR YARD SETBACK TEN (10') FEET. THIS PROPERTY LIES WITHIN THE RIVER PROTECTION OVERLAY DISTRICT AND ALL HABITABLE STRUCTURES MUST BE SETBACK FIFTY (50') FEET FROM THE CRITICAL LINE. MINIMUM BUILDING HEIGHT THIRTY-FIVE (35') FEET ABOVE BASE FLOOD ELEVATION OR FINISHED GRADE, WHICHEVER IS GREATER.

NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY APPEARS TO BE IN FLOOD ZONE A10 (CL 13). AREAS OF 100 YEAR FLOOD, BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED, AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NUMBER 450023 0130 F REVISED NOVEMBER 4, 1992



TMS R-300-015-000-0002-0000

CRITICAL LINE DATA

CL-07	TO	CL-06	N 83 59' 47" E	88.89
CL-07	TO	CL-05	N 89 10 18" E	65.88
CL-06	TO	CL-04	N 81 02 44" E	50.92
CL-05	TO	CL-03	N 87 17 14" E	73.00
CL-04	TO	CL-02	N 18 12 59" E	58.38
CL-03	TO	CL-01	S 25 27 17" W	103.95
CL-02	TO	CL-00	N 84 56 33" W	45.89
CL-01	TO	CL-09	N 46 22 59" W	80.90
CL-09	TO	CL-08	N 66 37 83" E	42.26
CL-08	TO	CL-07	N 75 13 37" E	86.88
CL-07	TO	CL-06	N 77 05 03" E	61.82
CL-06	TO	CL-05	N 88 12 48" E	41.56
CL-05	TO	CL-04	N 33 43 49" W	32.49
CL-04	TO	CL-03	N 36 08 46" W	29.17
CL-03	TO	CL-02	N 33 03 49" W	34.23
CL-02	TO	CL-01	N 29 29 40" E	49.60
CL-01	TO	CL-00	N 19 38 22" W	25.67
CL-00	TO	CL-79	N 28 29 40" E	38.68
CL-79	TO	CL-78	N 25 10 35" E	71.35
CL-78	TO	CL-77	N 09 12 06" E	32.56
CL-77	TO	CL-76	N 83 28 36" E	48.50
CL-76	TO	CL-75	N 26 18 14" E	92.45
CL-75	TO	CL-74	N 13 06 64" E	54.51
CL-74	TO	CL-73	N 08 01 47" E	45.82
CL-73	TO	CL-72	N 00 15 41" E	33.67
CL-72	TO	CL-71	N 08 08 41" E	24.81
CL-71	TO	CL-70	N 08 14 52" E	74.56
CL-70	TO	CL-69	N 01 37 49" W	88.16
CL-69	TO	CL-68	N 50 32 13" W	47.82
CL-68	TO	CL-67	N 02 07 07" W	90.33
CL-67	TO	CL-66	N 49 49 28" W	82.23
CL-66	TO	CL-65	N 74 54 57" W	86.50
CL-65	TO	CL-64	N 09 11 11" W	51.67
CL-64	TO	CL-63	N 73 41 30" W	50.73
CL-63	TO	CL-62	N 88 54 15" W	57.79
CL-62	TO	CL-61	N 52 14 53" W	71.17
CL-61	TO	CL-60	N 14 53" W	63.54
CL-60	TO	CL-59	N 49 38 07" W	83.93
CL-59	TO	CL-58	N 33 58 58" W	38.72
CL-58	TO	CL-57	N 45 53 21" W	73.69
CL-57	TO	CL-56	N 02 17 17" E	61.09
CL-56	TO	CL-55	N 18 50 47" E	84.23
CL-55	TO	CL-54	N 21 19 21" E	62.06
CL-54	TO	CL-53	N 13 43 27" E	56.20
CL-53	TO	CL-52	N 34 51 54" E	68.10
CL-52	TO	CL-51	N 25 13 24" E	45.40
CL-51	TO	CL-50	N 05 07 33" E	65.23
CL-50	TO	CL-49	N 43 38 57" W	61.78
CL-49	TO	CL-48	N 83 19 19" W	44.43
CL-48	TO	CL-47	N 70 18 03" W	54.94
CL-47	TO	CL-46	N 06 40 54" W	50.52
CL-46	TO	CL-45	N 01 02 10" W	55.88
CL-45	TO	CL-44	N 04 55" E	49.86
CL-44	TO	CL-43	N 03 30 51" E	50.05
CL-43	TO	CL-42	N 22 12 30" W	35.86
CL-42	TO	CL-41	N 45 13" W	67.22
CL-41	TO	CL-40	N 65 41 44" W	47.13
CL-40	TO	CL-39	N 69 03 50" W	38.71
CL-39	TO	CL-38	N 05 26 06" W	38.16

CL-32	TO	CL-31	N 69 48 37" W	38.52
CL-31	TO	CL-30	N 45 45 33" W	61.66
CL-30	TO	CL-29	N 38 16 13" W	58.02
CL-29	TO	CL-28	N 07 13 28" W	57.64
CL-28	TO	CL-27	N 10 23" W	72.81
CL-27	TO	CL-26	N 77 52 01" E	41.24
CL-26	TO	CL-25	N 47 48 01" E	30.92
CL-25	TO	CL-24	N 21 44 15" E	63.26
CL-24	TO	CL-23	N 30 06 54" E	68.44
CL-23	TO	CL-22	N 36 27 51" E	41.40
CL-22	TO	CL-21	N 29 39 44" W	68.72
CL-21	TO	CL-20	N 24 30 43" W	60.01
CL-20	TO	CL-19	N 26 29 40" W	52.71
CL-19	TO	CL-18	N 35 35 03" W	45.00
CL-18	TO	CL-17	N 33 51 08" E	58.45
CL-17	TO	CL-16	N 27 49 04" E	88.89
CL-16	TO	CL-15	N 64 57 17" E	43.83
CL-15	TO	CL-14	N 80 21 50" E	46.79
CL-14	TO	CL-13	N 30 05 13" E	55.55
CL-13	TO	CL-12	N 18 43 18" E	43.15
CL-12	TO	CL-11	N 27 05 48" E	74.63
CL-11	TO	CL-10	N 42 12 18" E	71.76
CL-10	TO	CL-9	N 68 58 58" E	82.30
CL-9	TO	CL-8	N 72 03 24" E	65.52
CL-8	TO	CL-7	N 74 05 18" E	35.68
CL-7	TO	CL-6	N 84 28 32" E	39.32
CL-6	TO	CL-5	N 38 21 54" E	32.17
CL-5	TO	CL-4	N 27 21 09" E	46.82
CL-4	TO	CL-3	N 68 51 20" E	55.55
CL-3	TO	CL-2	N 08 48 49" E	30.41
CL-2	TO	CL-1	N 07 08 23" E	52.09
CL-1	TO	CL-97	N 77 12 26" E	42.28

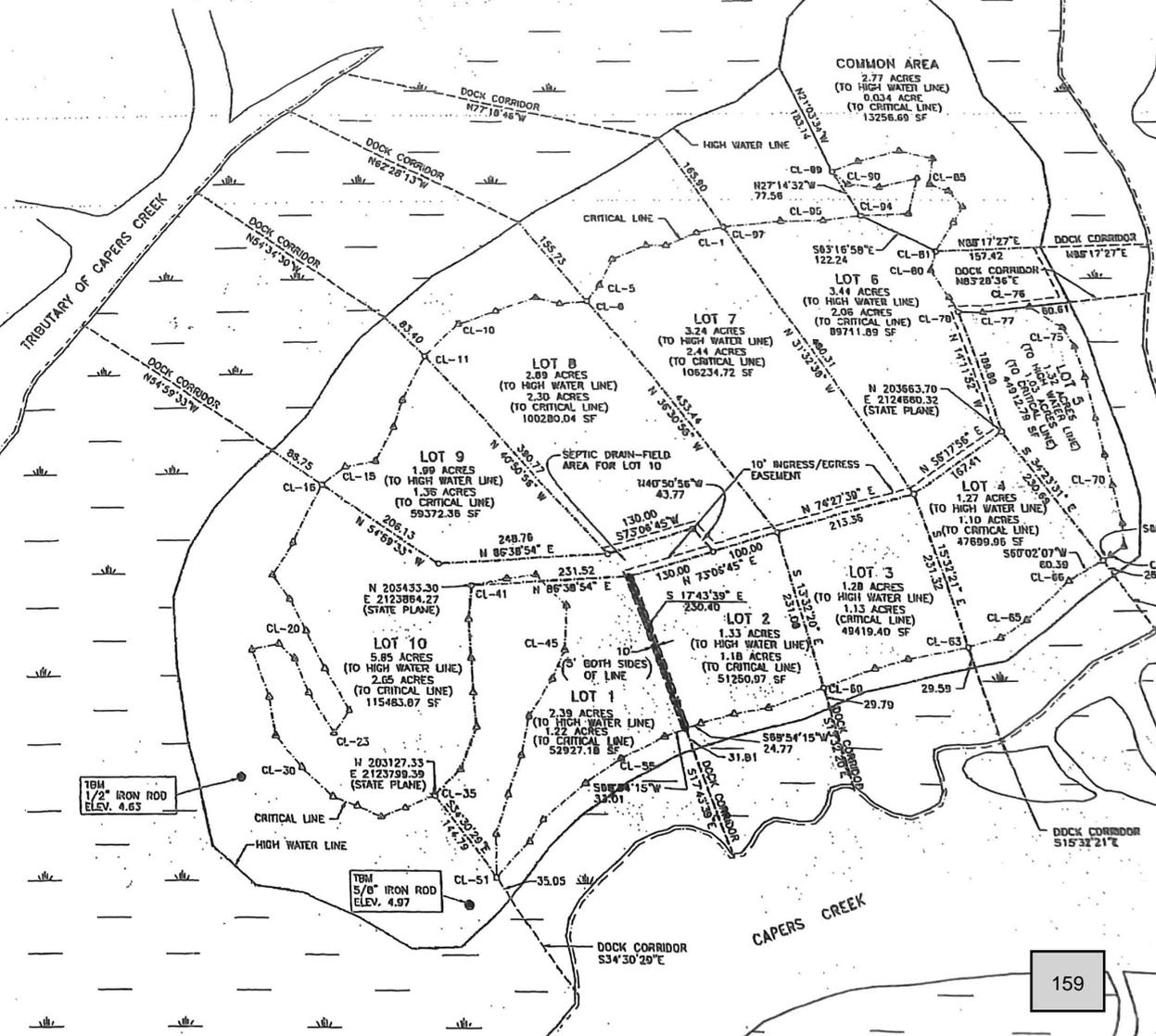
TREE COUNT OF TREES 8" OR LARGER

LOT 1	188
LOT 2	63
LOT 3	176
LOT 4	170
LOT 5	160
LOT 6	320
LOT 7	379
LOT 8	258
LOT 9	112
LOT 10	412
COMMON AREA	47

TOTAL OF 2806 TREES OF 8" OR LARGER

DOCK ACCESS EASEMENT AREA

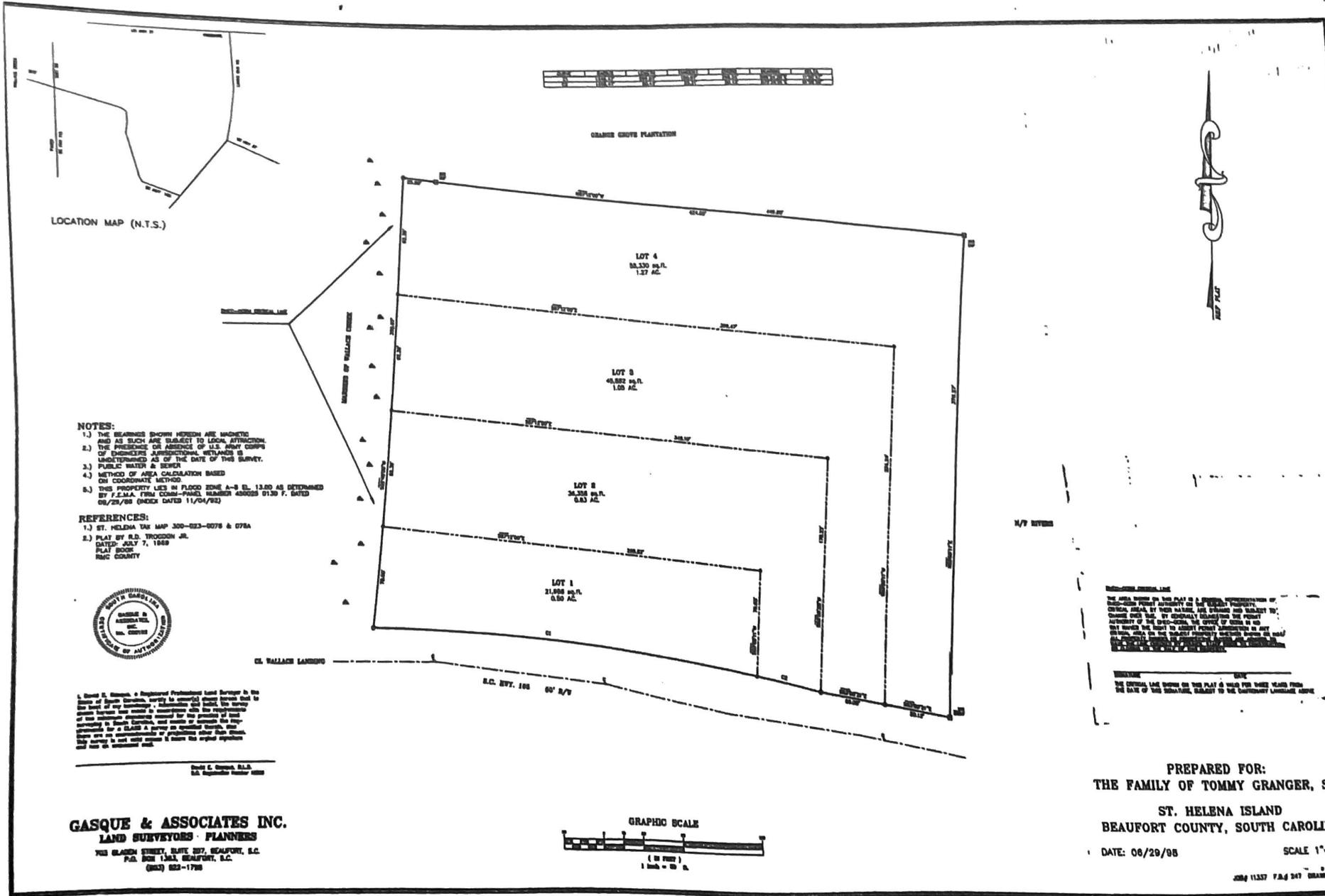
FROM LOT 1	1159.07 SF
FROM LOT 2	1150.15 SF
TOTAL	2310.02 SF (0.63 AC)



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE EASEMENT 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. THE AREA WAS DETERMINED BY THE COORDINATE METHOD OF AREA DETERMINATION. THE PRECISION OF THE UNADJUSTED FIELD SURVEY WAS GREATER THAN 1:10,000.



ALBERT HEATLEY, JR. - S.C.R.L.S. No. 3973-B DATE 7-30-02



DISCLAIMER

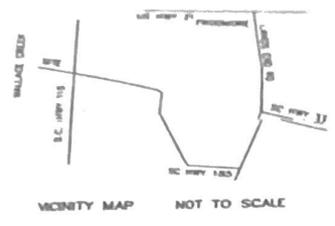
THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF THE SURVEYOR'S FIELD MEASUREMENTS AND CALCULATIONS. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR OTHER INTERESTS. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE BEARINGS OR DISTANCES SHOWN ON THIS PLAT. THE SURVEYOR'S LIABILITY IS LIMITED TO THE PERFORMANCE OF THE SURVEY SERVICES PROVIDED HEREON.

PREPARED FOR:
THE FAMILY OF TOMMY GRANGER, SR.
ST. HELENA ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA
 DATE: 06/29/88 SCALE 1"=30'

GASQUE & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
 703 BLAISE STREET, SUITE 207, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 (252) 823-1798

Page 123
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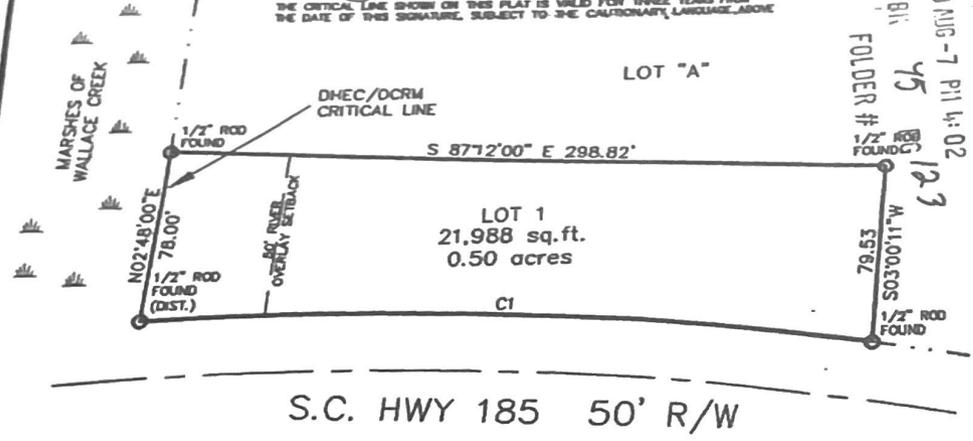
GASQUE & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS
 28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 PHONE (843) 522-1798



DNEC/OCRM CRITICAL LINE
 THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF DNEC/OCRM PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE SPANNING AND SUBJECT TO CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE DNEC/OCRM, THE OFFICE OF OCRM IN NO WAY IMPRES THE RIGHT TO ASSERT PERMIT JURISDICTION IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY WHETHER SHOWN OR NOT. ALL PROPERTY OWNERS OR PROSPECTIVE BUYERS ARE ADVISED TO BASE THE LINE CHANGES BY CONTACTING STATE OFFICE TO OBTAIN INFORMATION ON CHANGES ON THE DATE OF THIS PROPERTY.

David E. Casque DATE: 8-4-00
 SIGNATURE DATE
 THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR THREE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE

FILED
 JOHN A. SULLIVAN, JR.
 CLERK
 BEAUFORT COUNTY, S.C.
 00 AUG -7 P11 4:02
 B11 45
 FOLDER # 123



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	299.07	1446.47	150.07	298.54	N86°54'23"W	11°50'48"

SURVEY PREPARED FOR
GRANGER'S RETREAT, LLC
 BEING LOT 1, ST. HELENA ISLAND
 TAX MAP 300-022-0187
 LOCATED ON ST. HELENA ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

EXEMPT
 This plat of property is exempt from having to obtain a subdivision approval under the provision of the Beaufort County Development Standards Ordinance as provided for in Article _____ Division of _____ Section _____ of the Code.
 Certified by *Hillary A. [Signature]*
 Date *8/7/00*

BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY BEAUFORT COUNTY BUILDING CODES PHONE NUMBER (843) 470-2884 THIS PROPERTY APPEARS TO BE IN FLOOD ZONE "A10" (ELEV. 13.00) AS DETERMINED BY FEMA FIRM COMM-PANEL NUMBER 450025 0130 P. DATED 9/2/86 (INDEX DATED 11/4/92) THIS PLAT IS COPYRIGHTED AND IS INTENDED ONLY FOR THE ENTITY OR PERSON(S) SHOWN HERE ON. THE UNDERSIGNED DOES NOT CERTIFY THAT THE PROPERTY SHOWN HEREON COMPLIES WITH THE BEAUFORT COUNTY DEVELOPMENT STANDARDS ORDINANCE

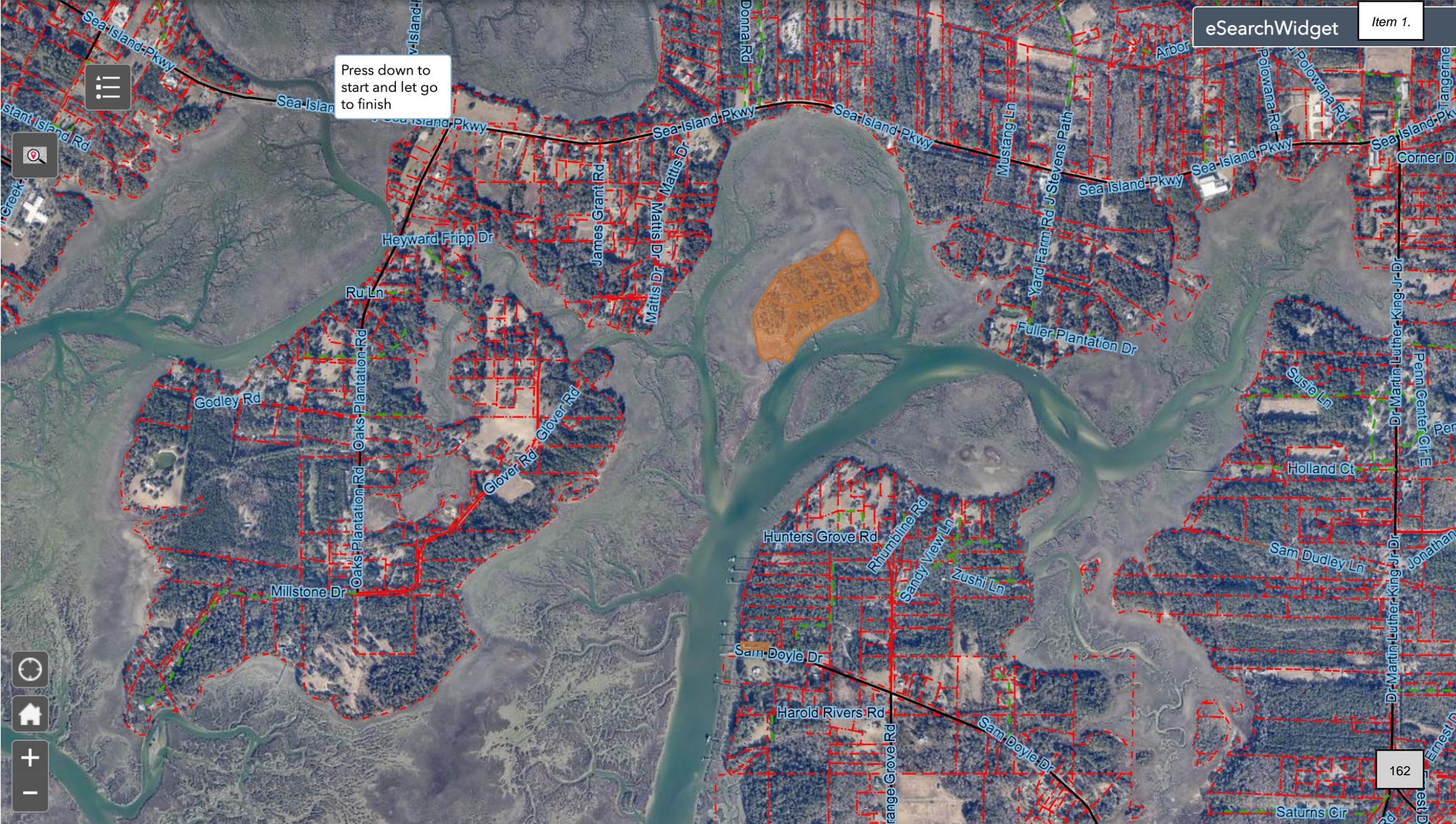
I, DAVID E. GASQUE, HEREBY CERTIFY TO GRANGER'S RETREAT, LLC THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS C SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN. THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND HAS AN EMBOSSED SEAL.
 AREA DETERMINED BY COORDINATE METHOD.



DAVID E. GASQUE, R.S.
 S.C. REGISTRATION NUMBER 10606 DSCN#2
 JOB # 10004



eSearchWidget Item 1.



Press down to start and let go to finish



Beaufort, SC South Carolina > Beaufort > Beaufort > null > Gran... Public Vi



What's your equity? (It's easy to find out)

Off Market

27.59 acre lot

Grangers Retreat, Beaufort, SC 29901

Land

Beaufort, SC South Carolina > Beaufort > Beaufort > null > Gran... Public Vi



What's your equity? (It's easy to find out)

Off Market

27.59 acre lot

Grangers Retreat, Beaufort, SC 29901

Land



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL TO DISPERSE ALLOCATED ARPA-GOOD NEIGHBOR FUNDS TO THE TOWN OF BLUFFTON
MEETING NAME AND DATE:
Finance, Economic Development, and Administration Committee Meeting April 15, 2024
PRESENTER INFORMATION:
Jared Fralix – Assistant County Administrator <i>5 Minutes</i>
ITEM BACKGROUND:
ARPA funds were accepted and budgeted by Beaufort earlier in 2022. One program is named the "Good Neighbor Program". It is an allocation of \$500,000 per municipality within Beaufort County.
PROJECT / ITEM NARRATIVE:
<p>The Good Neighbor Program was an approved use of the ARPA funds as accepted by County Council in early 2022. The Good Neighbor Program was established in an effort by the County to support the municipalities' recovery efforts with supplemental ARPA funds.</p> <p>Requests for these funds must be made by the Municipalities to ensure that the initiatives/programs funded in the municipalities conform with ARPA guidelines. County staff will be tasked with reviewing requests prior to submission and monitoring uses and expenditures after disbursement, as required by the Federal reporting requirements.</p> <p>The Town of Bluffton has requested their \$500,000 in order to support their share of the Stoney Creek Sewer project with BJWSA and the County. Request letter is attached. The use of ARPA funds for sewer infrastructure is expressly allowable.</p>
FISCAL IMPACT:
<p>ARPA funds have been allocated.</p> <p>This request is for \$500,000 and constitutes their full allocation.</p> <p><i>Funds remaining in the Good Neighbor Fund after this disbursement are: \$566,000. Remaining funds are allocated to Hardeeville and Yemassee.</i></p>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of these requests.
OPTIONS FOR COUNCIL MOTION:
<p>Motion to approve or deny staff recommendation move this request forward to full council on April 22, 2024.</p> <p><i>Next Step – Move forward to County Council for a motion to approve or deny staff recommendation to disperse and monitor ARPA GOOD NEIGHBOR PROGRAM funds.</i></p>

Larry Toomer
Mayor

Dan Wood
Mayor Pro Tempore

Stephen Steese
Town Manager



Council Members
Fred Hamilton
Bridgette Frazier
Emily Burden

Marcia Hunter
Town Clerk

March 21, 2024

John Robinson
Interim Beaufort County Administrator
100 Ribaut Road
Beaufort, SC 29902

John,

I would like to thank Beaufort County for setting aside a portion of your ARPA funding allocation for each municipality in the County as part of your “Good Neighbor” program. I understand that other municipalities have requested some or all of their portion of funds; however, the Town of Bluffton has held off on our request until we had a better understanding of what projects the funds would best support.

I would like to officially request the \$500,000 set aside for the Town of Bluffton under the Good Neighbor funds. These funds would go to assist with the completion of Stoney Creek Sewer Project. This project is a partnership between Beaufort County, Beaufort Jasper Water and Sewer Authority (BJWSA), and the Town of Bluffton to install sewer lines to allow failing septic systems in the Stoney Creek area to be decommissioned. These failing septic systems sit at the head of the May River and are affecting the overall health of this portion of the May River. This project would qualify under the ARPA rules by expanding and providing water and sewer service to over 100 properties within the project area.

The total estimated cost for the project is approximately \$7,900,000, with \$5,925,000 coming from a South Carolina Infrastructure Investment Program (SCIIP) grant. The Town of Bluffton’s remaining contribution is estimated to be just under \$1,000,000.

I have attached the Intergovernmental Agreement (IGA) between all parties for your reference. The IGA outlines the partnership, grant, budget, schedule, map, and other details of the overall project. Let me know if you would like anything additional for this request.

Sincerely,


Stephen Steese
Town Manager



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 3.

ITEM TITLE:
RECOMMEND APPROVAL TO COUNCIL OF A REQUEST TO PURCHASE (1) NEW 36 PASSENGER BUS MODEL: STARCRAFT ALLSTAR XL (\$188,760)
MEETING NAME AND DATE:
Finance, Admin and Economic Development Committee Meeting 04/15/2024
PRESENTER INFORMATION:
Dale Butts - Assistant County Administrator: Finance Eric Brown- Director of Parks and Recreation (10 Minutes)
ITEM BACKGROUND:
This new bus will replace Asset #22916, a 2004 Chevy Express 3500 (15 Passenger) Van, with 64,298 miles. This van was taken out of service in 2022. However, it was repurposed for spare parts to ensure the continued functionality of other buses that have not yet been replaced. It needs various major repairs that are not cost-effective due to its age and the cost of those repairs. Despite its condition, it has exceeded its recommended replacement schedule.
PROJECT / ITEM NARRATIVE:
Purchase of One (1) New 36 passenger bus: Star Craft All Star XL to replace Asset 22916
FISCAL IMPACT:
A quote has been provided from Model 1 in the amount of \$188,760. The funding source is Parks and Recreation Capital Fund 2662 in line item: 2662-60-0000-54200. The balance in this line item currently is \$442,000.
STAFF RECOMMENDATIONS TO COUNCIL:
Based on the age, cost, mold, and additional needs of Parks and Recreation, the Beaufort County Fleet Manager recommends approving the purchase of a new 36-passenger bus. The selected replacement bus will serve multiple functions within Parks and Recreation. Our aim is to provide an updated and safe transportation option for citizens, while also enhancing its appearance to make it visually appealing to the community. By investing in an updated and visually appealing bus, we strive to offer a positive and enjoyable transportation experience for citizens, prioritizing their safety, satisfaction, and minimizing downtime.
OPTIONS FOR COUNCIL MOTION:
Motion to either approve/deny the recommendation to purchase a 36 Passenger Bus. <i>Next Steps - A Majority Vote for Acceptance by Committee would move item forward to Council for purchase.</i>





VEHICLE/EQUIPMENT EVALUATION SUMMARY REPORT

DESCRIPTION

Vehicle /Equipment S/N1GBJG31U541206275 Asset: 22916
 Department: Park and Recreation Make: Chevy Model: Express3500
 Year: 2004 Mileage/Hours: 64,298

UTILIZATION

Years of Service 20 Useful Life 5 Over/Under Threshold: 15
 Mileage/Hours 64,298 Mileage/Hour Threshold 100,000 Over/Under Threshold: -35,702
 Purchase Cost: \$37,907 Repair Cost: EST.18,500 Replacement Cost: 190,000
 Date of Evaluation: 04/04/2024 Evaluator: Greg Patterson

System	Diagnosis	Estimated Repair Cost
Engine	Misfires runs rough	\$4,000
Transmission	Bad needs a transmission	est. \$7,000
Drive Line	Rear end locked up	\$2,500
Differential		
Exhaust	Rusted off	\$2,000
Pumping System Hydraulic System	Bakes lines leaking	\$1,800
Electrical System	Missing Fuse Box	Unknown
Brakes	Siezed brake system	\$2,000
Tires	Need to Replaced	\$1,000
Body	Missing parts	Unknown
Interior/Exterior	Interior full of mold	Unsafe
Front End/Suspension Air Conditioning	Rusted/Inoperable	
Other		
Total Estimated Repair Cost		

Evaluators Comments/Recommendations:

Asset 22916 has fulfilled its purpose during its use for Parks and Recreation programs. It would be more cost-effective and time efficient to replace the bus with a new model rather than repairing it. The bus has been used for spare parts to maintain other buses.

Chassis

Ford F650
6.7 V8 Diesel
10-Speed Automatic Transmission
300 HP
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
200 Amp Alternator
Dual, maintenance-free batteries
55 Gallon Fuel Tank
Power steering with tilt wheel
HD gas shock absorbers
Front & rear stabilizer bars
LT225/75R22.5 All Season Tires
Dual rear wheels
OEM chassis dash heater, A/C, and defroster
Chrome front bumper

Body

Forest River body
Pre-painted white galvanized steel sidewalls and skirts
Fiberglass front and rear caps
One-piece seamless FRP roof
120K BTU rear A/C system
Gerflor Sirius Graphite flooring
Yellow step nosing
Rear mud flaps
65K BTU rear heater
Electrically actuated passenger entry door with full length glass
Mid High rigid passenger seats

ADA

Rear wheelchair lift (aft of rear axle)
Braun NL-919-2 wheelchair lift (800# capacity)
ADA interlock/fast idle
Two (2) Q'Straint QRT-MAX Slide 'N Click wheelchair securements with combo lap/shoulder belt

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Backup alarm
Backup camera system with 7" monitor

OPTIONS



Qty	Description	FY 2023 List Price	QTY Total
	Delivery Charge Per Mile	\$ 2.50	\$ -
	Starcraft Allstar Body	-\$1,000.00	\$ -
	Install Front Destination Sign Window and Overhead Access Door for Customer Instal	\$762.50	\$ -
	Install Side Destination Sign Window w/Structure for Customer Installed Sign	\$431.25	\$ -
	Door Activated Interior Lights	\$62.50	\$ -
	Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled PA Ready 4 Spkrs	\$731.25	\$ -
	Exterior Passenger Entrance Door Key	\$118.75	\$ -
	Double W/C Doors w/ Windows, LED Interior Lights, Leaf Spring, LED Exterior Lighting	\$ 1,562.50	\$ -
	Stanchion and Modesty Panel Behind Driver	\$ 218.75	\$ -
	Driver Seat Cover - Level 3 Regions or any Level 3 Combo	\$ 125.00	\$ -
	Seat Cover - Level 3 Regions or any Level 3 Combination (Sherpa/Shire N/A)	\$ 56.25	\$ -
	Anti-Vandal Grab Handle, Black Ea on:	\$ 81.25	\$ -



CBS UNPUBLISHED OPTIONS

Item 3.

Qty	Description	FY 2023 List Price	QTY Total
	PDI/Make Ready/Vehicle Detail	\$ 1,500.00	\$ -
1	In Stock IC Chassis Cummins 6.7 L Diesel	\$ (677.00)	\$ (677.00)
		Subtotal CBS Unpublished Options:	\$ (677.00)

2023

STARCRAFT

Allstar XL 36'

Prepared for
Beaufort County

CONTACT

Date Issued: 4/4/2024
Name: Karla Lynch
Phone: 470-373-7479
Email: klynch@model1.com



Whether you need to fill a spot in your fleet or create an entirely new vehicle, your Model 1 experts have a single top priority: *you*. With a clear understanding of your needs, we find ways to deliver – starting with deep relationships all the way back at the manufacturer level. And with the nation’s largest inventory of commercial vehicles, you’ll never be short on the best choices to make for your business.

SALES EXPERIENCE

550+ Years of Collective Bus Sales Experience Servicing Over 1,500 Customers Annually

COMPETITIVE PRICING

Volume Discounts
Fixed Contract Pricing

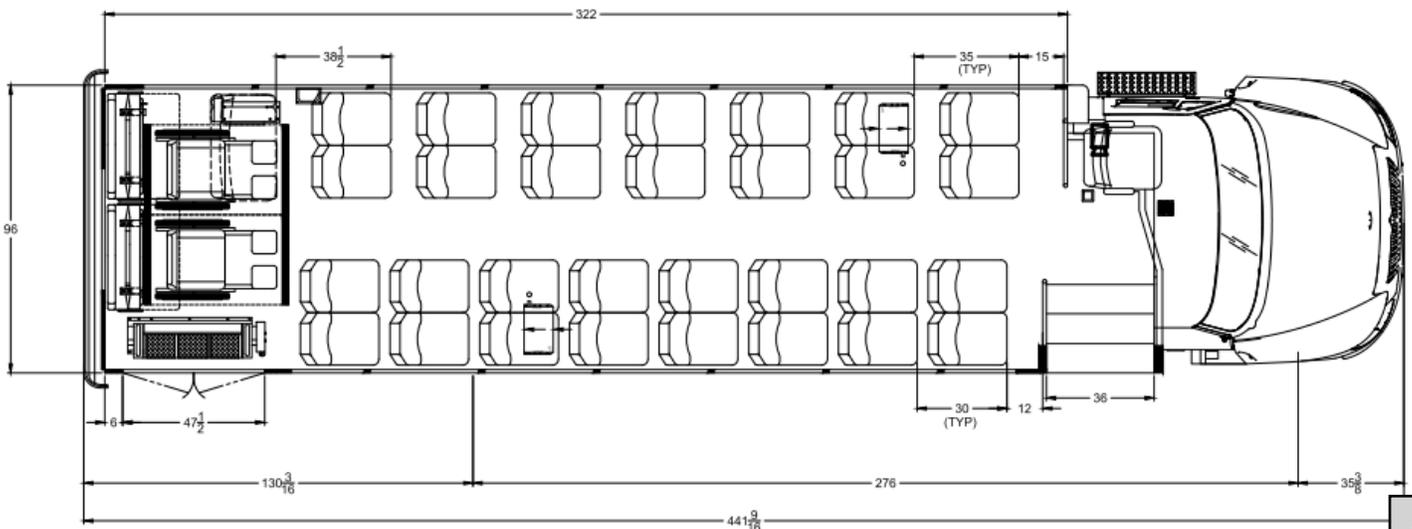
IN-HOUSE FINANCING

Seamless Transactions
Flexible Solutions

NATIONWIDE NETWORK

21 Full-Service Locations
Nationwide Partners with 25+ Top Manufacturers

IMAGES & FLOORPLAN



SPECIFICATIONS

CHASSIS

- 2023 International T/C Cummins ISB 240 HP
- Hydraulic Brakes Air Suspension
- Engine: 7.3 L
- Fuel Type: Diesel
- GVWR: 23,500

EXTERIOR

- Exterior Color: White
- Wheelbase: 276"
- Front Destination Sign Window and Overhead Access Door
- Side Destination Sign Window w/ Structure
- Passenger Door 36" Electric
- Double W.C. Doors w/ Windows

INTERIOR

- 96" Wide Exterior Body
- Yellow step nosing per step (4)
- Driver Area: Grey padded vinyl
- Walls and Ceiling: Grey FRP
- Flooring: Gerflor Sirius Anthracite Grey
- Ceiling Grab Rail on Both Sides
- 1 ¼" Dual Entry Grab Rails Parallel to Entrance Steps (Both Sides)
- Left Hand Entry Vertical Grab Rail – 1 ¼"
- Stanchion and Modesty Panel at Entry Door & Behind Driver

A/C & HEAT

- A/C System: TA77R90 Super 13 125K BTU, TA77 EVAP, R90 RM COND, (2) 13 CID COMP
- Heater: SMART Heater, 70K BTU - Floor Mounted

LIGHTING

- Door activated Interior Lights
- Surface Mount LED Entry Door Exterior Light
- LED Mid-Ship Turn / Marker Lights
- 4" Grommet Mount LED Exterior Lighting

ELECTRICAL

- Intermotive Flex Tech Electrical System

AUDIO / VISUAL

- Jensen AM/FM/MP3/USB/Sirius XM with clock & 4 speakers - PA ready
- Handheld Mic & Clip Added to PA Ready Radio
- Additional Speakers, Each (2)
- Rosco back-up camera system w/ 7" rearview monitor/mirror combo

WHEELCHAIR ACCESSIBILITY

- 34" x 54" Braun Century NCL 1000 wheelchair lift located in the rear of the unit
- Intermotive Gateway Transit Fast Idle with lift interlock
- Max Retractor Tie Down, Combo Lap/Shoulder (2)
- Q-Straint Storage Pouch (2)

ACCESSORIES

- Priority seating sign **Required for ADA Compliance**
- Wheelchair Decal

SAFETY

- Back-up alarm SAE type C 97 db(A)
- Fire Extinguisher, First Aid Kit, Reflective Triangles

PASSENGER SEATING OPTIONS

- 36 Ambulatory, 0 Wheelchair
- 28 Ambulatory, 2 Wheelchair

SEATING

Passenger Seating:

- Seat Fabric: Level 6 Duratex Jordan Blue
- Mid high, Double Seat (15)
- Econo Flip, Double (2)
- Foldaway Seat, Double AM Benchback (1)
- Seat Belt, Non-Retractable (36)
- Seat belt loop – Each (34)
- Anti-vandal grab handle on aisle seats (15)

Driver Seating: OEM Seating

WARRANTY

Manufacturer Warranty	Starcraft 5-year / 100,000 miles
Chassis Warranty	See Attached

All vehicles come with warranty, but Model 1 offers more value without the added cost.

Our coverage and support come with each of our new vehicles – *standard*.

WE PROCESS ALL THE WARRANTY REGISTRATIONS

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

WE HANDLE ALL THE PAPERWORK

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

REPAIR FACILITIES NEAR YOU

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

NO MORE CLAIM FORMS

Model 1 handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

LONGER WARRANTY PERIOD

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.

PRICING

<i>DESCRIPTION</i>	<i>AMOUNT</i>
Bus Cost	\$188,760.00
FOB Beaufort, SC	Included
Total	\$188,760.00

**Pricing does not include DMV, title, or licensing. This quote is valid for 30 days from date issued.*