



County Council Meeting Beaufort County, SC

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

Monday, January 09, 2023
5:00 PM

AGENDA

COUNCIL MEMBERS:

JOSEPH F. PASSIMENT, CHAIRMAN	LAWRENCE MCELYNN, VICE-CHAIRMAN
LOGAN CUNNINGHAM	GERALD DAWSON
PAULA BROWN	YORK GLOVER
THOMAS REITZ	ALICE HOWARD
MARK LAWSON	DAVID BARTHOLOMEW
ANNA MARIE TABERNIK	

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. ADMINISTRATOR'S REPORT

CITIZEN COMMENTS

6. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**

COMMITTEE REPORTS

7. LIASION AND COMMITTEE REPORTS

PUBLIC HEARINGS AND ACTION ITEMS

8. APPROVAL OF CONSENT AGENDA

- [9.](#) ESTABLISHMENT OF THE HAWKERS AND PEDDLERS LICENSE FEES FOR 2023
- [10.](#) PRESENTATION AND PUBLIC HEARING OF THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CBDG) - MICHELLE KNIGHT, LOWCOUNTRY COUNCIL OF GOVERNMENTS
- [11.](#) FIRST READING OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF COUNTY-OWNED REAL PROPERTY LOCATED AT 108 CLEAR WATER WAY TO SCDOT FOR A DEDICATED RIGHT TURN LANE ON GROBER HILL ROAD
- [12.](#) FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 2 MULLET STREET, AND ENTER INTO A SIX MONTH LEASE AGREEMENT FOR A PORTION OF THE REAL PROPERTY (FISCAL IMPACT: *Purchase Price in the amount of \$1,930,000 and a six (6) month lease with the seller for a nominal amount.*)
- [13.](#) APPROVAL OF A RESOLUTION TO ADOPT PLANNING AND ZONING FEE SCHEDULE CHANGES TO HELP OFFSET THE COST OF SERVICES PROVIDED BY THE DEPARTMENT AND TO ASSIST IN PROVIDING THE NECESSARY RESOURCES TO CONTINUE SERVING THE BEAUFORT COUNTY RESIDENT AND BUSINESS COMMUNITY
- [14.](#) APPROVAL OF A RESOLUTION UPDATING BEAUFORT COUNTY'S PRIORITIZED 5-YEAR DIRT ROAD PAVING PROGRAM
- [15.](#) APPROVAL OF A RESOLUTION TO ACCEPT SC AERONAUTICS COMMISSION (SCAC) GRANT FOR THE DESIGN AND BIDDING OF A PROJECT TO REHABILITATE THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY
- [16.](#) APPROVAL OF A RESOLUTION TO AMEND RESOLUTION 2022/50 AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH COMMUNITY WORKS TO PROVIDE ADMINISTRATION AND MANAGEMENT SUPPORT FOR A DESIGNATED REGIONAL HOUSING TRUST FUND (FISCAL IMPACT: *Each participating entity will contribute 3% of their allocation from their ARPA appropriations in year 1; Beaufort County year 1 contribution will be \$1,119,523. ARPA Funds previously allocated.*)
- [17.](#) **TIME-SENSITIVE ITEM ORIGINATING FROM THE JANUARY 9TH COMMUNITY SERVICES AND LAND USE COMMITTEE** - APPROVAL OF THE BEAUFORT COUNTY GREEN SPACE ADVISORY COMMITTEE APPLICATION PROCESS, GEOGRAPHIC DESIGNATIONS, AND TIMELINE FOR APPOINTING THE GREEN SPACE ADVISORY COMMITTEE AND ESTABLISHING THE GREEN SPACE PROGRAM

CITIZEN COMMENTS

18. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**
19. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Finance Committee

1. APPROVAL OF THE GOOD NEIGHBOR PROGRAM MUNICIPALITY FUNDING REQUESTS (*FISCAL IMPACT: City of Beaufort - \$250,000 /Town of Hilton Head Island - \$500,000 /City of Hardeeville - \$500,000*)
 2. RECOMMEND APPROVAL OF THE ARPA NURSING PILOT PROGRAM JOINT TRAINING FACILITY FUNDING REQUEST (*FISCAL IMPACT: This request is for \$500,000*)
-

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>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Annual Hawkers and Peddlers License Fees
MEETING NAME AND DATE:
January 9, 2023
PRESENTER INFORMATION:
Thomas J. Keaveny, II County Attorney Elected Officials and Boards & Commissions
ITEM BACKGROUND:
An archaic statute (S.C. Code Sec. 40-41-10 et seq.) provides that the governing body of each County shall fix and establish the fees for hawkers and peddlers in its County at the first meeting in January of each year. It is recommended that the fees for calendar year 2023 be as follows: In county - \$75.00; out of County - \$500.00; out of state - \$1,000.00. These are the same amounts charged for calendar year 2022.
PROJECT / ITEM NARRATIVE:
There are very few businesses to which this fee applies, but state law requires that the fees be set each year.
FISCAL IMPACT:
Minimal. In calendar year 2022, Beaufort County received \$875.00 in hawkers and peddlers license fees. See the attached report from Brandi Hussmann, Business Services Administrator.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve hawkers and peddlers license fees as recommended.
OPTIONS FOR COUNCIL MOTION:
Approve, reject or modify hawkers and peddlers license fees as proposed by staff.



BEAUFORT COUNTY BUSINESS SERVICES
P. O. Drawer 1228
Beaufort, SC 29901-1228
Phone: 843-255-2270 Fax: 843-255-9411
www.beaufortcountysc.gov

TO: Clerk to County Council

FROM: Brandi Hussmann, Business Services Administrator

DATE: December 5, 2022

SUBJECT: Hawkers and Peddlers Permit Report

Listed below are the fees collected from the sale of Hawkers and Peddlers Permit for calendar year 2022.

During the calendar year 2022, we issued 5 Hawkers and Peddlers Permits at \$75.00 and 1 at \$500. The fees collected totaled \$875.00. The current fee schedule is as follows:

County Resident	\$75.00
State Resident	\$500.00
Out of State	\$1,000.00

The following vendors are exempt from the Hawker and Peddler Permit requirements: vendors of newspapers, magazines, vegetables, tobacco, and all agricultural products.

2023

Community Development Block Grant (CDBG)

Program Year: April 1, 2023 – March 31, 2024

Community and Economic Development
Strengthening People Strengthening Communities



www.lowcountrycog.org

FAIR HOUSING IS THE LAW

Item 10.

Also, as a part of the requirements of the program, the locality is expected to undertake activities that promote Fair Housing. Title VIII of the Civil Rights of 1968 stipulates that we all have the right to be treated fairly regardless of our **race, color, religion, sex, disability, familial status, or national origin.**



**In the sale and rental of housing
In residential real estate transactions
In the provision of brokerage services**

If you believe that you have been a victim of discriminatory housing practices, you have avenues by which the matter can be investigated.



Beaufort County and Lowcountry Council of Governments are committed to Fair Housing.

**For more information contact
LCOG at (843) 473-3990.**

The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income (LMI).

LMI QUALIFIED

Beaufort County

Beaufort County		<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
<i>HUD Metro FMR Area</i>	30% Limits	\$ 18,200	\$ 20,800	\$ 23,400	\$ 26,000	\$ 28,100	\$ 30,200	\$ 32,250	\$ 34,350
	50% Limits	\$ 30,350	\$ 34,700	\$ 39,050	\$ 43,350	\$ 46,850	\$ 50,300	\$ 53,800	\$ 57,250
	80% Limits	\$ 48,550	\$ 55,500	\$ 62,450	\$ 69,350	\$ 74,900	\$ 80,450	\$ 86,000	\$ 91,550

The CDBG program has been funded through the State since 1982 by the US Department of Housing and Urban Development (HUD) under Title I of the Housing Community Development Act of 1974 as amended (Title I).

The Annual allocation from HUD for the program is administered by the S C Department of Commerce – Division of Grant Administration. SC has been allotted approximately \$19,740,854 in CDBG funds for 2023.

SC STATE CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT

Draft 2023 Action Plan

Written comments on the plan can be submitted from
January 9 - February 7, 2023.

Email: lross@sccommerce.com

Mail: SC Department of Commerce
Grants Administration
1201 Main Street, Suite 1600
Columbia, SC 29201

GRANT PROGRAM CATEGORIES

There are three broad grant program categories:

- **Community Development**
- **Business Development**
- **Regional Planning**

The Community Development Program is further broken down into several subcategories to address infrastructure, community facilities, and neighborhood priorities as follows:

COMMUNITY DEVELOPMENT PROGRAM

Item 10.

COMMUNITY INFRASTRUCTURE \$10,948,629
APPLICATION REQUEST March 17, 2023 APPLICATION DEADLINE April 17, 2023
WATER
SEWER
DRAINAGE
ROADS
MINIMUM FUNDING AMOUNT - \$50,000 MAXIMUM FUNDING AMOUNT - \$1,000,000

COMMUNITY ENRICHMENT \$3,000,000
APPLICATION REQUEST August 15, 2023 APPLICATION DEADLINE September 15, 2023
BROWNFIELD PROJECTS/DEMOLITION OBSOLETE BUILDINGS
DOWNTOWN STREETScape IMPROVEMENTS*
PLANNING FOR REGIONAL INFRASTRUCTURE (\$25,000 maximum)
LIBRARIES
PUBLICLY OWNED FACILITIES
TRANSPORTATION-ORIENTED PUBLIC FACILITIES
PUBLIC SAFETY FACILITIES/SERVICES
DEMOLITION VACANT, DILAPIDATED STRUCTURES TO ADDRESS/SUPPORT CRIME PREVENTION
FIRE SUBSTATIONS OR FIRE TRUCKS
HEALTH CLINIC FACILITIES/EQUIPMENT
PUBLIC FACILITY MODIFICATIONS
NEW SIDEWALKS IN LMI AREAS
MINIMUM FUNDING AMOUNT - \$50,000 MAXIMUM FUNDING AMOUNT - \$750,000

LOCAL PRIORTIES \$1,000,000
APPLICATION REQUEST August 15, 2023 APPLICATION DEADLINE September 15, 2023
ECONOMIC DEVELOPMENT
PUBLIC HEALTH & SAFETY, QUALITY OF LIFE, AND SUSTAINABILITY
RESILIENCY AND NARROW THE DIGITAL DIVIDE
MINIMUM FUNDING AMOUNT - \$50,000 MAXIMUM FUNDING AMOUNT - \$300,000

READY TO GO \$600,000
APPLICATION REQUEST ONGOING APPLICATION DUE 30 DAYS AFTER REQUEST
ACTIVITIES LISTED IN COMMUNITY INFRASTRUCTURE & COMMUNITY ENRICHMENT
MINIMUM FUNDING AMOUNT - \$50,000 MAXIMUM FUNDING AMOUNT - \$500,000* (*maximum waiver available)
NATIONAL OBJECTIVE
•Benefit low-to-moderate income (“LMI”) Persons
•Aid in the prevention or elimination of slums or blight
•Meet other urgent community needs posing a serious threat to the health or welfare of the community

NEIGHBORHOOD REVITALIZATION \$1,000,000- MUST HAVE A PLAN
APPLICATION REQUEST August 15, 2023 APPLICATION DEADLINE September 15, 2023
INFRASTRUCTURE - WATER, SEWER, ROADS, DRAINAGE
PUBLIC FACILITIES (SIDEWALKS, SECURITY LIGHTING, CAMERAS, POLICE SUBSTATIONS)
HOUSING - INFRASTRUCTURE TO SUPPORT AFFORDABLE HOUSING
HOUSING - LIMITED EXTERIOR ONLY
DEMOLITION AND CLEARANCE OF VACANT/DILAPIDATED PROPERTIES
PUBLIC SERVICES (CRIME WATCH PROGRAM, DRUG/GANG EDUCATION, AWARENESS/PREVENTION PROGRAMS)
MINIMUM FUNDING AMOUNT - \$50,000 MAXIMUM FUNDING AMOUNT - \$750,000

10% MATCH REQUIREMENT FOR ALL PROJECTS

GRANT PROGRAM CATEGORIES

Business Development Program: \$2,000,000

This program provides financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy. Funding will be prioritized based on the following order:

1. New or expanding businesses tied to job creation
2. Area economic development activities not associated with job creation
3. New or expanding local businesses that provide essential goods and services in predominately LMI communities

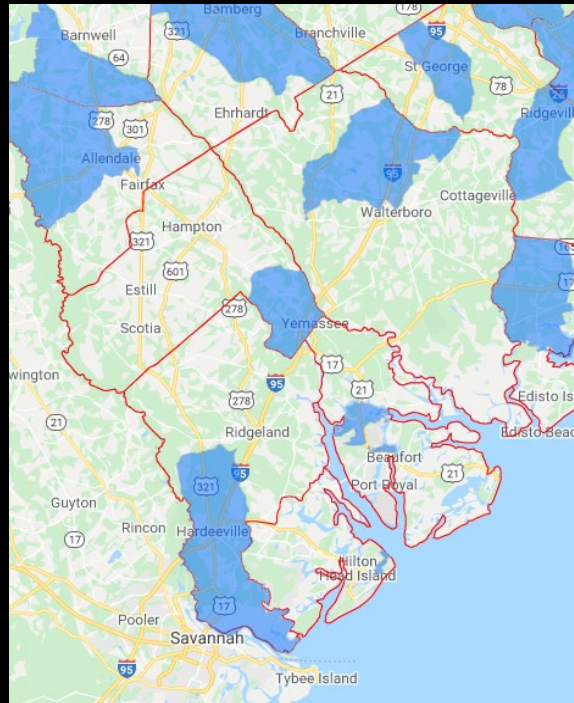
Regional Planning Program: \$500,000

This program is designed to provide CDBG funds to Councils of Governments to assist local governments in developing plans and building local community development capacity.

State TA & Admin: \$ 692,225

OPPORTUNITY ZONES

Projects located in Opportunity Zones will receive an additional 10 bonus points (scopportunityzone.com)



PERFORMANCE THRESHOLD

A unit of local government can apply for an additional Community Development grant if it has no more than two open CDBG grants (excluding Business Development or Regional Planning grants).

However, the open grants must not have exceeded a **30-month grant period.**

PERFORMANCE THRESHOLD

No more than one Neighborhood Revitalization/Village Renaissance or streetscape project.

No more than one Ready to Go project.

No more than one project for the same general target area/neighborhood open at the same time, unless the current project is under construction.

BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM

The Beaufort County/Lowcountry Regional HOME Consortium (LRHC) is comprised of the following counties: Beaufort, Colleton, Hampton, and Jasper and all 21 municipalities in the region.

BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM

TOP THREE OBJECTIVES:

1. **Rehabilitation of substandard housing**
2. **Increase accessibility to adequate and affordable housing**
3. **Support the development and availability of safe, decent, and affordable housing**

BEAUFORT COUNTY/ LOWCOUNTRY **REGIONAL HOME CONSORTIUM**

Beaufort, Hampton, Colleton and Jasper Counties have areas that are in need of affordable housing, rehabilitation of substandard housing, and demolition of vacant/dilapidated houses.

As the housing stock ages, there becomes a greater need for rehabilitation of substandard houses and the number of vacant/dilapidated houses increases while increasing the number of persons at risk for homelessness.

Please give us a list of the priority housing needs for your area to be considered in our upcoming 2023-2024 Annual Action Plan to be submitted to HUD by April 28, 2023.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE CONVEYANCE OF COUNTY OWNED REAL PROPERTY LOCATED AT 108 CLEAR WATER WAY TO SCDOT FOR A DEDICATED RIGHT TURN LANE ON GROBER HILL ROAD
MEETING NAME AND DATE:
County Council January 9, 2023
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering (5 Minutes)
ITEM BACKGROUND:
<p>Since approval of PFC on 11-21-22, ROW request has increased from 0.040 Acres (1,738 sq ft) to 0.091 Areas (3,969 sq ft) to accommodate a future multi-use path that the Town of Port Royal requested.</p> <p>Andrews Engineering has been working with the County on projects associated with proposed developments on Grober Hill Road described below:</p> <p>The Grober Hill Road widening project is located between US 21 (Parris Island Gateway) and Castle Rock Road in Port Royal. The scope of work widens the existing 2-lane Grober Hill Road to 3-lanes plus right turn lanes at planned driveways between US 21 and Castle Rock Road. The widening improvements will accommodate 2-future residential developments (Overland Reserve 340-single family DUs and Zephyr 264 multi-family DUs) on the north side of Grober Hill Road, and 2-residentila developments on the south side of the road (future townhome development 122 DUs and existing apartments 60 DUs).</p> <p>The widening improvements also include adding a right turn lane from Grober Hill Road on to Castle Rock Road at the Beaufort County Disability and Special Needs parcel R112 031 000 0975 0000. The addition of the right turn lane requires a strip of land along Grober Hill Road (approximately 0.091 Acres or 3,969 sq. ft.) from the Beaufort County parcel.</p> <p>The right turn lane is currently warranted under PM Peak-Hour conditions and proposed future development will be warranted under both Peak AM and PM conditions per a Traffic Impact and Access Study performed by EPC, LLC finalized March 2, 2022</p>
PROJECT / ITEM NARRATIVE:
Beaufort County Engineering staff have evaluated documents associated with proposed future development projects on Grober Hill Road and recommend donating the requested property to help improve current and future traffic calming measures on Grober Hill Road.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of land donation to SCDOT.
OPTIONS FOR COUNCIL MOTION:

Motion to either approve/deny donation of approximately 0.091 Acres or 3,969 sq. ft. of parcel R112 031 000 0975 0000 to SCDOT for a dedicated right turn lane on Grober Hill Road.

Next Step – two readings and a public hearing from County Council

ORDINANCE 2023/____**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF COUNTY OWNED REAL PROPERTY LOCATED AT 108 CLEAR WATER WAY TO SCDOT FOR A DEDICATED RIGHT TURN LANE ON GROBER HILL ROAD**

WHEREAS, Beaufort County (“County”) purchased 10 acres of land on 5-15-2008 for \$850,000 located at 108 Clear Water Way with the tax map number of R112 031 000 0975 0000 (“Property”) and recorded as Deed Book 2723 at page 1675 on 5-19-2008 with the County Register of Deeds; and

WHEREAS, the County Department of Disabilities and Special Needs currently utilizes approximately 3.9 acres (170,132 sq. ft.) of the aforementioned property as shown on attached Exhibit A; and

WHEREAS, a local Engineering Firm has requested the County consider donating 0.091 acres (3,969 sq. ft.) of the (“Property”) to SCDOT for the construction of a dedicated right turn lane on Grober Hill Road as shown on attached Exhibit B. The right turn lane is currently warranted under PM Peak-Hour conditions and proposed future development will be warranted under both Peak AM and PM conditions per a Traffic Impact and Access Study performed by EPC, LLC finalized March 2, 2022; and

WHEREAS, Beaufort County Engineering staff have evaluated documents associated with proposed future development projects on Grober Hill Road and recommend donating the requested property to help improve current and future traffic calming measures on Grober Hill Road; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to convey to SCDOT approximately 0.091 acres (3,969 sq. ft.) of parcel R112 031 000 0975 0000 for the purpose of establishing a dedicated right turn lane on Grober Hill Road; and

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

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council authorize the County Administrator to execute any and all documents necessary for the conveyance of approximately 0.091 acres (3,969 sq. ft.) of parcel R112 031 000 0975 0000 to SCDOT for a dedicated right turn lane on Grober Hill Road as shown on Exhibit B.

DONE this ____ day of _____ 2023.

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:



Exhibit B

Item 11.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

NOTES:

- BEARINGS ARE BASED ON THE SC STATE PLANE COORDINATE SYSTEM NAD 83 (2011).
- FIELD WORK COMPLETED: 10/29/2021
- VERTICAL DATUM IS NAVD88 AND WAS ESTABLISHED USING VRS
- THIS PARCEL IS LOCATED IN FLOOD ZONE "X" (OTHER FLOOD AREAS) AS SHOWN ON MAP NO. 4501300163G EFFECTIVE DATE MARCH 23, 2021 - FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAPS.
- THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHT OF WAYS OF RECORD.
- TOTAL ADIRAGE (AFTER NEW RIGHT-OF-WAY CONVEYANCE): 10.040 ACRES (437,337 SQ. FT)
- OWNER OF RECORD: BEAUFORT COUNTY, C/O BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS
- TAX MAP NUMBER: R112 031 000 0975 0000
- REFERENCE: DEED BOOK 2723, PAGE 1673 PLAT BOOK 124, PAGE 183

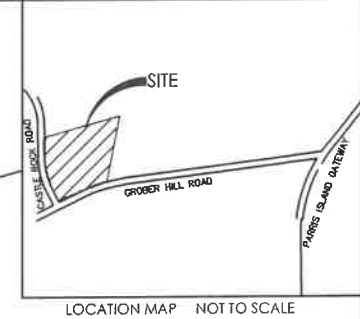
REFERENCE MAPS :

- MAP OF 55.896 ACRES PREPARED FOR PULTE GROUP DATED SEPTEMBER 10, 2020 BY ATLAS SURVEYING, INC.
- ALTA/NSPS LAND TITLE SURVEY PREPARED FOR KITTLE PROPERTY GROUP, INC DATED MARCH 29, 2021 BY JUSTIN A MC DANIEL, PLS OF SITE DESIGN INC. LOCATED IN GREENVILLE S.C.
- SCDOT FILE #7.612, SHEET NOS. 63 & 64, DATED 09/15/1997

LEGEND:

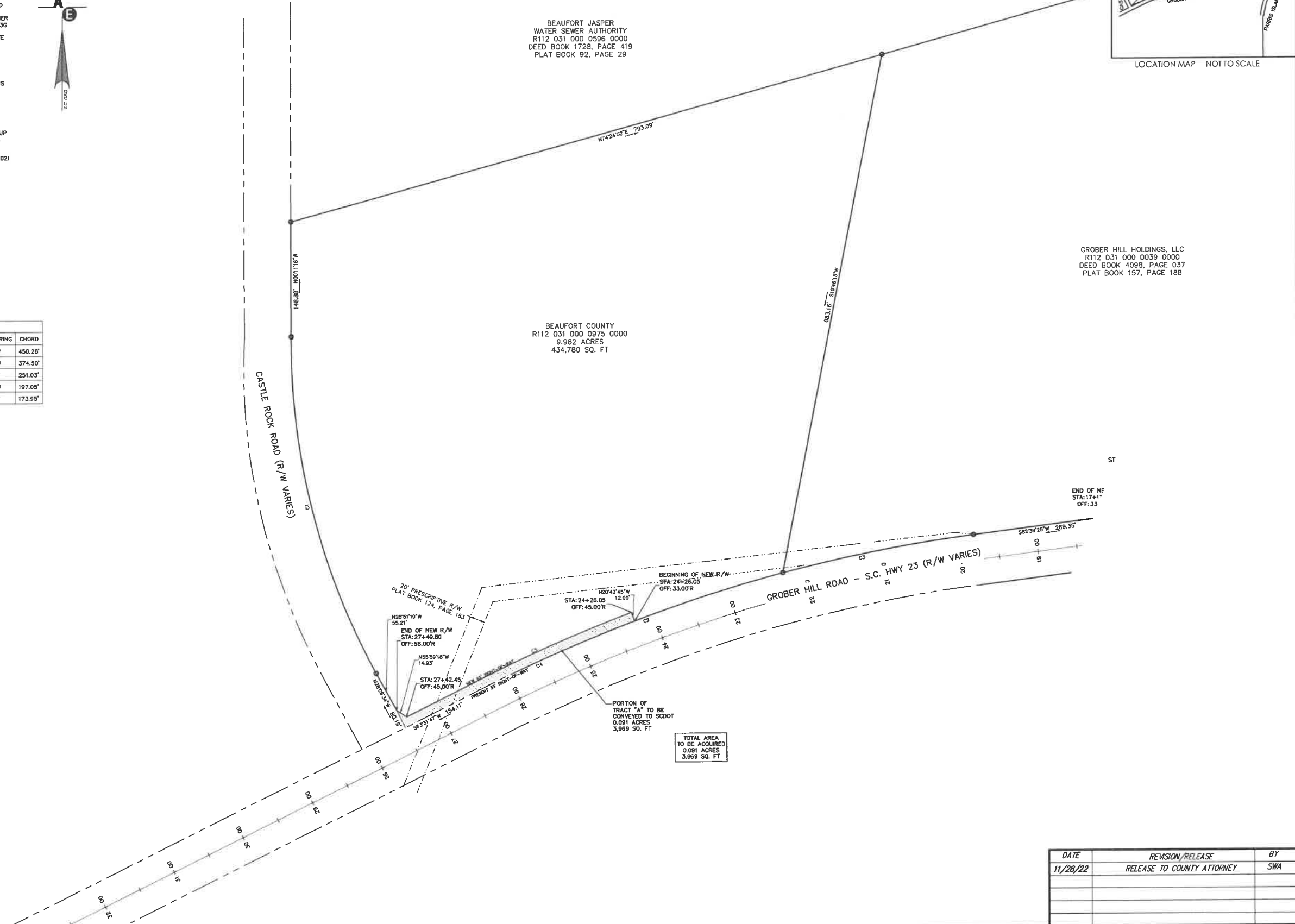
- ⊕ BENCH MARK
- C/MF CONCRETE MONUMENT FOUND
- IPF IRON PIPE FOUND
- IPS IRON PIPE SET
- REB. F. REBAR FOUND
- REB. S. REBAR SET

CURVE #	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	922.02'	28°16'02"	454.88'	N13°58'08"W	450.28'
C2	1942.86'	11°03'41"	375.08'	S69°43'05"W	374.50'
C3	1942.86'	7°24'30"	251.21'	S78°57'10"W	251.03'
C4	1942.86'	5°48'49"	197.14'	S66°22'50"W	197.05'
C5	1957.06'	5°05'39"	174.01'	S66°44'15"W	173.95'



Andrews Engineering
2712 Bull Street, Suite A
Beaufort, SC 29902
843.379.2222
Fax 843.379.2223
Surveying

SCALE:
1"=60'
JOB NO.:
J21047
DATE DRAWN:
09/29/2021
LAST REVISED:
11/28/2022
DRAWN BY:
J.T.
CHECKED BY:
J.G.



GROBER HILL HOLDINGS, LLC
R112 031 000 0039 0000
DEED BOOK 4098, PAGE 037
PLAT BOOK 157, PAGE 188

BEAUFORT COUNTY
R112 031 000 0975 0000
9.982 ACRES
434,780 SQ. FT

BEAUFORT JASPER
WATER SEWER AUTHORITY
R112 031 000 0596 0000
DEED BOOK 1728, PAGE 419
PLAT BOOK 92, PAGE 29

TOTAL AREA TO BE ACQUIRED
0.091 ACRES
3,969 SQ. FT

SHOWING THE RIGHT-OF-WAY OF SC HWY 23 ACQUIRING PORTIONS OF DMP NO. R112 031 000 0975 0000 LOCATED IN BEAUFORT COUNTY, SOUTH CAROLINA

RIGHT-OF-WAY ACQUISITION PLAT

PREPARED FOR THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE	REVISION/RELEASE	BY
11/28/22	RELEASE TO COUNTY ATTORNEY	SWA

SHEET 1 OF 3



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

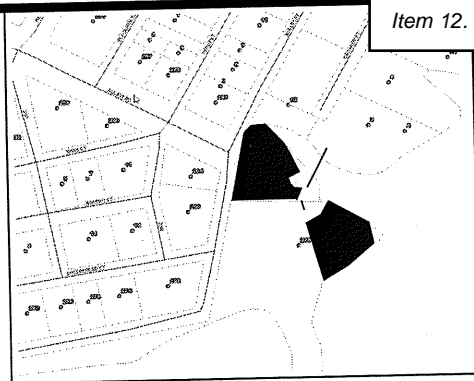
ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 2 MULLET STREET, AND ENTER INTO A SIX MONTH LEASE AGREEMENT FOR A PORTION OF THE REAL PROPERTY
MEETING NAME AND DATE:
County Council; January 9, 2023
PRESENTER INFORMATION:
Brittany Ward, County Attorney for Administration and Departments Jared Fralix, ACA for Engineering 10 Minutes
ITEM BACKGROUND:
Finance Committee; November 21, 2022 Approved
PROJECT / ITEM NARRATIVE:
Beaufort County ("County") maintains docks and landings within its jurisdiction for the purpose of providing public access for fishing and boating; loading and unloading passengers, supplies, boats, and boating gear. The County owns the Alljoy Boat Landing and desires to expand the current Landing to create additional parking and support other public initiatives by purchasing the real property adjacent to the Landing identified as 2 Mullet Street. <i>Following the Finance Committee Meeting approval, staff has continued to negotiate with the seller and proposes a reduced purchase price in the amount of \$1,930,000 (down from \$1,950,000); and enter into a six (6) month for a nominal amount after the closing for only the property which the home is located on. The attached ordinance incorporates these changes.</i>
FISCAL IMPACT:
Finance Committee approved purchase price amount of \$1,950,000 (Amended request after further negotiations) Purchase Price in the amount of \$1,930,000 and a six (6) month lease with the seller for a nominal amount.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to purchase the real property located at 2 Mullet Street and enter into a six (6) month lease with the seller.
OPTIONS FOR COUNCIL MOTION:
Motion to reduce the purchase amount from \$1,950,000 to \$1,930,000 and to enter into a lease agreement. Motion to approve/deny an ordinance authorizing the County Administrator to execute the necessary documents, provide funding for the purchase of real property identified as 2 Mullet Street, and enter into a six month lease agreement for a portion of the real property.

THIS AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF
 DHBC-OCRM PERMIT AUTHORITY ON THE SUBJECT PROPERTY.
 CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO
 CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT
 AUTHORITY OF THE DHBC-OCRM, THE OFFICE OF OCRM IN NO
 WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME
 IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER
 SHOWN HEREIN OR NOT.

Paul W. J. Smith
 SIGNATURE

11/14/2012
 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.

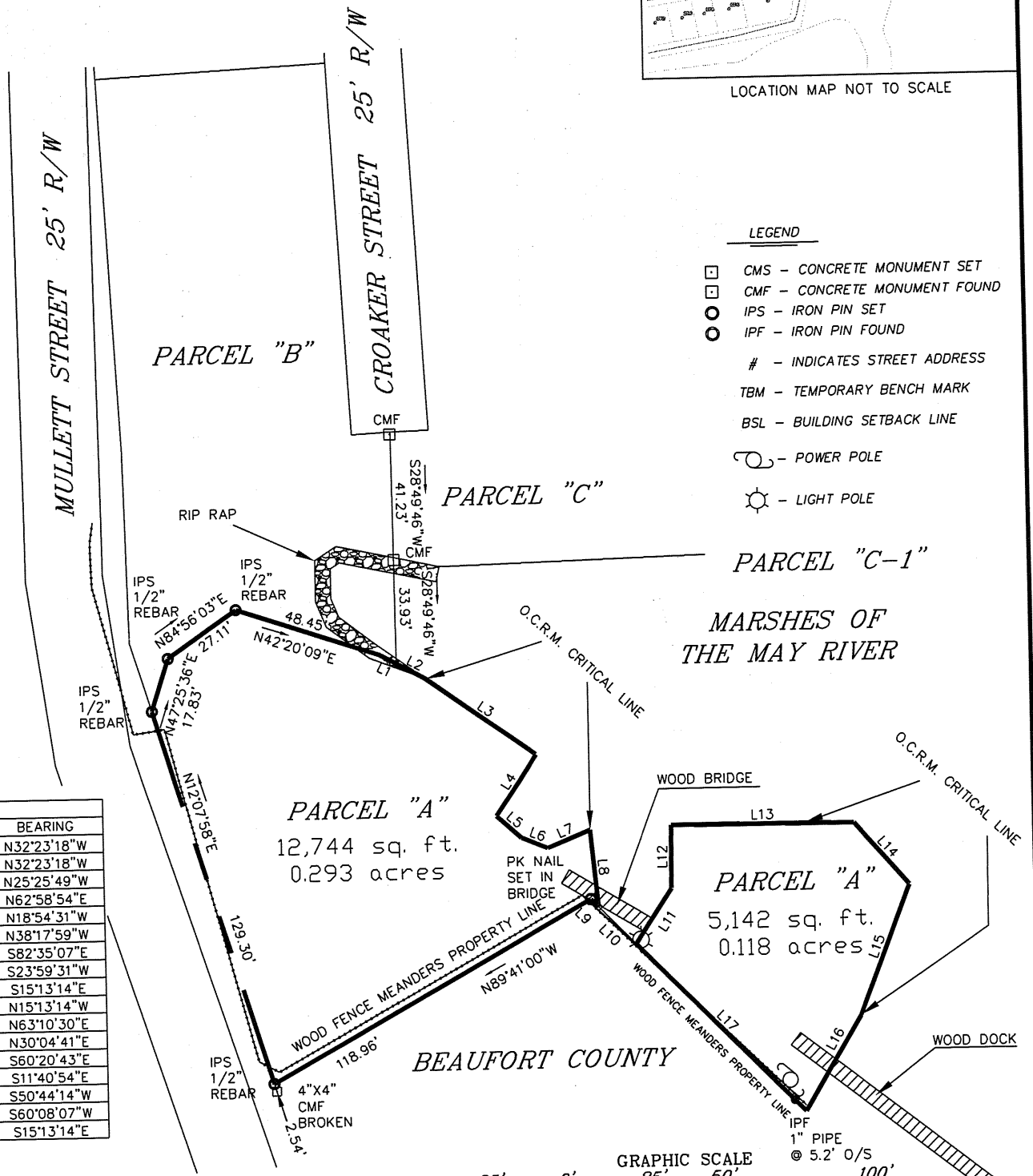


LOCATION MAP NOT TO SCALE

LEGEND

- CMS - CONCRETE MONUMENT SET
- CMF - CONCRETE MONUMENT FOUND
- IPS - IRON PIN SET
- IPF - IRON PIN FOUND
- # - INDICATES STREET ADDRESS
- TBM - TEMPORARY BENCH MARK
- BSL - BUILDING SETBACK LINE
- ⊙ - POWER POLE
- ⊙ - LIGHT POLE

LINE	LENGTH	BEARING
L1	6.70	N32°23'18"W
L2	10.70	N32°23'18"W
L3	43.24	N25°25'49"W
L4	23.70	N62°58'54"E
L5	10.69	N18°54'31"W
L6	9.23	N38°17'59"W
L7	14.85	S82°35'07"E
L8	25.08	S23°59'31"W
L9	3.59	S15°13'14"E
L10	17.05	N15°13'14"W
L11	21.36	N63°10'30"E
L12	20.43	N30°04'41"E
L13	59.29	S60°20'43"E
L14	26.93	S11°40'54"E
L15	45.00	S50°44'14"W
L16	35.87	S60°08'07"W
L17	77.45	S15°13'14"E



NOTES: 1. According To FEMA Flood Insurance Rate Map # 450025 0115D
 This Lot Appears To Lie In A Federal Flood Plain Zone AB, Minimum
 Required Elevation 14.0 Ft. NGVD29

2. This Property May Be Subject To Easements, Protective Covenants
 And Other Facts That May Be Revealed By A Complete Title Search.
3. All Building Setback Requirements Should Be Verified With The Proper
 Authorities Prior To Design And Construction.

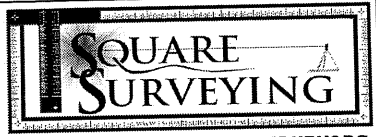
DIST. 600 MAP 39C PARCEL 394
 REFERENCE PLAT(s):

A PLAT BY FORREST BAUGHMAN PREPARED FOR LEE S. BOWERS
 DATED 6/31/81, #A-81-7-18

THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF
DANA BAUGHMAN ROWE & FORREST FULTON BAUGHMAN, JR.

A BOUNDARY SURVEY OF PARCEL "A",
 MULLETT STREET, BRIGHTON BEACH SUBDIVISION,
 BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA.

DATE: NOVEMBER 6, 2012

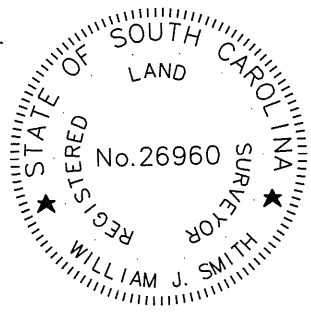
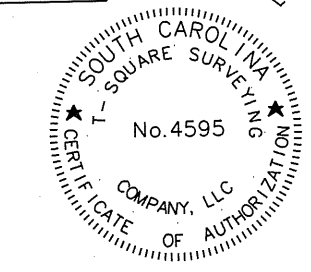


PROFESSIONAL LAND SURVEYORS
 P.O. Drawer 330
 139 Burnt Church Road
 Bluffton, S.C. 29910
 Phone 843-757-2650 Fax 843-757-5758

DRAWN BY B.M.S.
 APPROVED BY W.J.S.
 PARTY CHIEF W.J.S.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE,
 INFORMATION & BELIEF, THE SURVEY SHOWN HEREON
 WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF
 THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE
 OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS
 OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY
 AS SPECIFIED THEREIN.
 ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR
 PROJECTIONS AFFECTING THE PROPERTY OTHER THAN
 THOSE INDICATED.

William J. Smith
 WILLIAM J. SMITH, PLS # 26960



JOB # 12-180B

12-180R

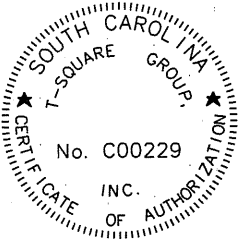
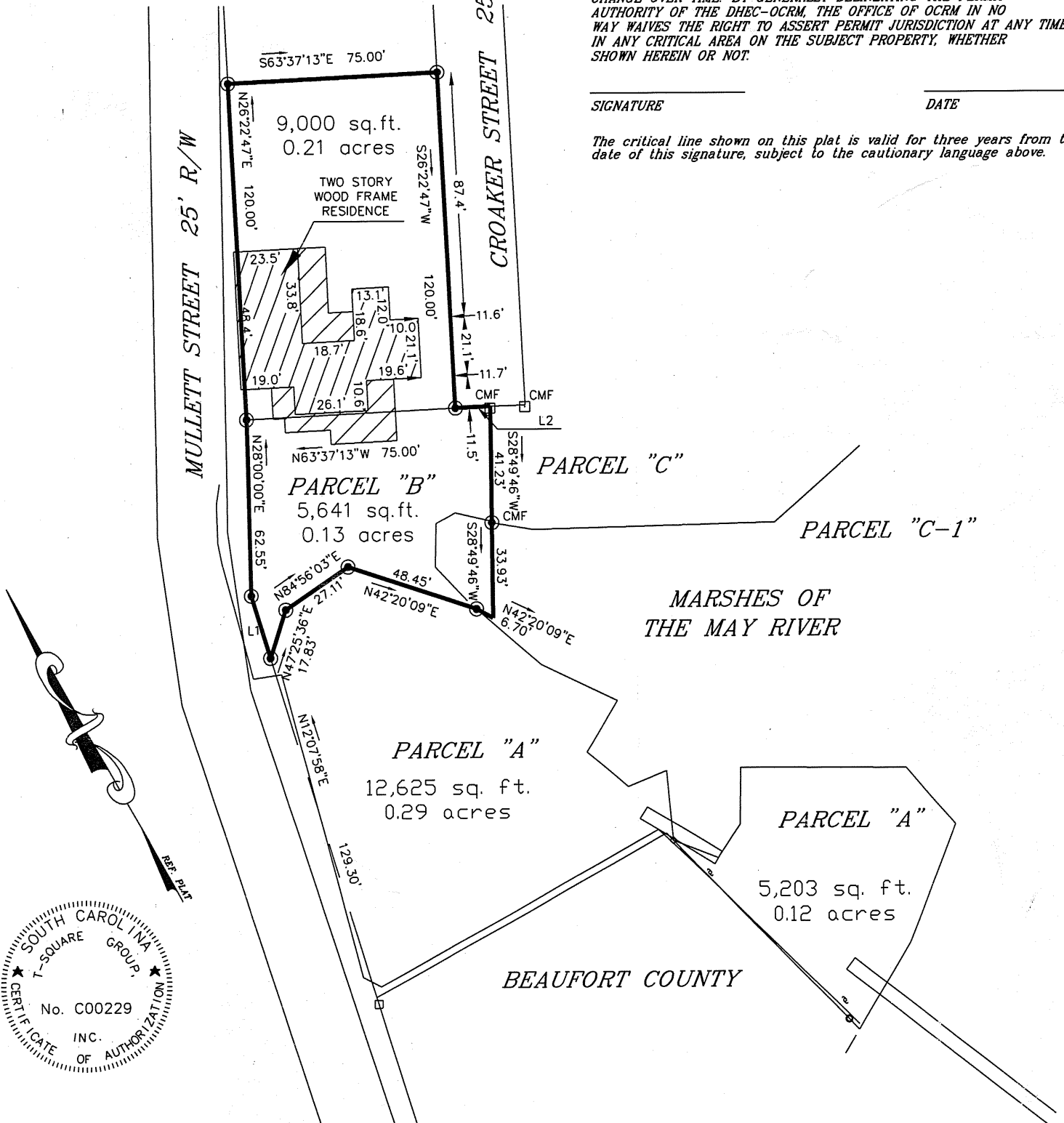
LINE	DIRECTION	DISTANCE
L1	N12°08'00"E	23.00'
L2	S63°37'13"E	12.50'

THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF DHEC-OCRM PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE DHEC-OCRM, THE OFFICE OF OCRM IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREIN OR NOT.

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.

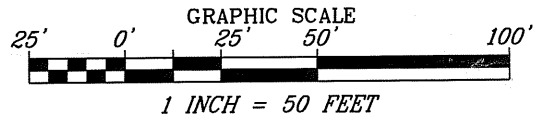


DIST. 600, MAP 39-C, PARCEL 189 AND PARCEL "B".

REFERENCE PLAT:

A PLAT BY ME PREPARED FOR LEE S. BOWERS DATED 6/31/81, #A-81-7-18

NOTE: This Lot Appears to Lie In A Federal Flood Plain Zone , Minimum Required Elevation Ft. NGVD29



THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF

MARTHA ELIZABETH BAUGHMAN

AN AS-BUILT SURVEY OF LOT 109, 110, 111, 112, AND PARCEL B, MULLETT STREET, BRIGHTON BEACH SUBDIVISION, BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA

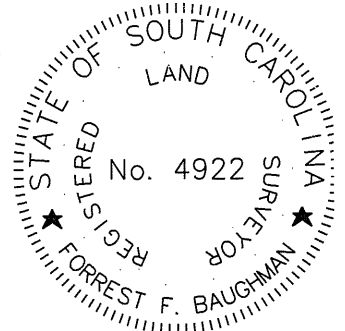
DATE: MAY 12, 1998

T-SQUARE GROUP, INC.

PROFESSIONAL LAND SURVEYORS
P.O. Drawer 330
Burnt Church Road
Bluffton, S.C. 29910
Phone 803-757-2650 Fax 803-757-5758

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE INDICATED.



FORREST F. BAUGHMAN, PLS # 4922

JOB # FORRES

ORDINANCE 2023/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 2 MULLET STREET, AND ENTER INTO A SIX MONTH LEASE AGREEMENT FOR A PORTION OF THE REAL PROPERTY

WHEREAS, Beaufort County (“County”) maintains docks and landings within its jurisdiction for the purpose of providing public access for fishing and boating; loading and unloading passengers, supplies, boats, and boating gear; and

WHEREAS, the County is the fee simple owner of the real property located at 265 Alljoy Road, Bluffton, SC which is the location of a public boat landing known as the “Alljoy Boat Landing” hereinafter referred to as the “Landing”; and

WHEREAS, located adjacent to the Landing is real property consisting of approximately .75 acres with TMS No. R600 039 00C 0394 0000 and TMS No. R600 039 00C 0189 0000, collectively identified as 2 Mullet Street and hereinafter referred to as the “Property”; and

WHEREAS, the County desires to expand the current Landing in order to create additional parking and support other public initiatives by purchasing the Property; and

WHEREAS, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property at fair market value in the amount of \$1,930,000 plus closing costs with funds from the General Fund-Fund Balance, and to provide the seller with a six (6) month lease for a nominal amount for the home located on the real property with TMS No. R600 039 00C 0394 0000; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property and provide the seller with a six (6) month lease as described above.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in the amount of \$1,930,000 plus closing costs from the General Fund-Fund Balance for the purchase of real property with an address of 2 Mullet Street and enter into a six (6) month lease with the seller for a portion of the real property.

DONE this ____ day of _____ 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO ADOPT PLANNING AND ZONING FEE SCHEDULE CHANGES TO HELP OFFSET THE COST OF SERVICES PROVIDED BY THE DEPARTMENT AND TO ASSIST IN PROVIDING THE NECESSARY RESOURCES TO CONTINUE SERVING THE BEAUFORT COUNTY RESIDENT AND BUSINESS COMMUNITY
MEETING NAME AND DATE:
Finance Committee – November 21, 2022
PRESENTER INFORMATION:
Robert Merchant, AICP, Acting Director, Planning and Zoning 10 minutes needed for presentation.
ITEM BACKGROUND:
The Planning and Zoning Department is requesting to update its permitting and development services fee schedule. This item went before the Finance Committee On June 20, 2022. At that time the Finance Committee requested additional information regarding the comparison of the existing fees to the proposed.
PROJECT / ITEM NARRATIVE:
The Planning and Zoning Department established its permitting fees in 1999 . It never updated them. Since that time, the department has provided services for its residents and business community at minimal cost to the participants. The County continues to see significant growth. Implementing the desired goals of County Council places an increasing demand on requested services provided by the Planning & Zoning Department. There is a desire to ensure that the necessary resources are available to the department to continue providing services and to elevate the department’s ability to operate, while protecting the quality of life of Beaufort County Residents. The proposed revised fees are consistent with what other high growth South Carolina coastal communities are charging for their services. Staff has included examples of other jurisdictions fee schedules for quick reference.
FISCAL IMPACT:
The proposed revised fees will increase revenue and will better cover the cost of providing these services lessening the need for future <i>ad valorem</i> tax increases.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval.
OPTIONS FOR COUNCIL MOTION:
To approve or deny the fee schedule for Planning and Zoning Permits and Services and forward recommendation to Council.

RESOLUTION 2022 / __

A RESOLUTION TO ADOPT PLANNING AND ZONING FEE SCHEDULE CHANGES TO SUPPLEMENT THE COST OF SERVICES PROVIDED BY THE DEPARTMENT AND TO ASSIST IN PROVIDING THE NECESSARY RESOURCES TO CONTINUE SERVING THE BEAUFORT COUNTY RESIDENT AND BUSINESS COMMUNITY

WHEREAS, for years Beaufort County Council through the Planning and Zoning Department has provided department services for its residents and business community at minimal cost to the participants; and

WHEREAS, over the years the County has adopted requirements to grow and development in a meaningful manner to protect the natural environment and promote responsible development, and

WHEREAS, as the County continues to see significant growth, implementing the desired goals of County Council places an increasing demand on requested services provided by the Planning & Zoning Department; and

WHEREAS, there is a desire to ensure that the necessary resources are available to the department to continue providing services and to elevate the department’s ability to operate, while protecting the quality of life of Beaufort County Residents.

NOW, THEREFORE, be it resolved, that Beaufort County Council hereby, endorses and approves the Beaufort County Planning and Zoning Department fee schedule changes as set forth on Exhibit “A” to offset the cost of services provided by the department and to assist in providing the necessary resources to continue serving the Beaufort County resident and business community.

Adopted this ___ day of _____ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



Beaufort County Planning & Zoning Department

FEE SCHEDULE

EXHIBIT "A"

Orange = Revised Fee (*Proposed fee amount for services already being charged an existing fee*)

Black = Existing Fee (*Current fee being charged by County*)

Blue = No Change in Fee (*Existing fee stays the same*)

Green = Newly Established Fee (*No charge currently for this service. The proposed new fee is most often from new responsibilities of department or change in process to provide service to private sector consultants*)

Residential Development

Family Compound Subdivision	\$25.00/lot
Minor Subdivision	\$50.00/lot (\$25.00/lot)
Residential Conceptual Review	\$500.00
Final Review Subdivision	\$500.00 + \$50.00/lot (\$25.00/lot)
Final Review Multi-Family	\$500.00 + \$50.00/unit (\$25.00/unit)
Resubmittal of an Approved Residential Development	25% of original fee (staff may impose new fee if warranted)

Commercial/Industrial/Institutional Development

Commercial Conceptual Review	\$500.00
Commercial Subdivision	\$500.00 + \$200/lot (\$25.00/lot)
Site Plan Review (with building being primary use)	\$500.00 + \$0.06/per gross sf of building
Site Plan Review (without building being primary use)	\$500.00 + \$0.02/per sf of disturbed area (maximum \$5,000) (Both Site Plan types range from \$0.06 - \$0.10 per sf with a maximum of \$2,000)
Resubmittal of an Approved Commercial Development	25% of original fee (staff may impose new fee if warranted)

Zoning Permits

Single-Family Residential	\$50.00 (\$25)
Family Compound Cluster	\$25.00
Signs	\$50.00/per sign (\$0.50 per sf)
Political Signs	\$25 (unlimited) (\$5 unlimited)
Zoning Review for Business License	\$25.00
Communication Tower (co-locate)	\$100.00 (\$25)
Temporary Use Permit	\$100.00 (\$25)
Special Event Permit	\$200.00 (\$25)
Fee-in-Lieu for Tree Mitigation (residential lots)	\$250.00 per tree (\$140 per tree)
All Other Zoning Permits	\$50.00 (\$25)

Design Review Board (DRB)

New Projects	
Staff Review Minor (1000 SF or less of combined building(s))	\$250.00 (\$175 per submittal)
Staff Review Major (Allowed 2 Submittals)	\$500 + \$0.02/per gross sf of combined building(s) (\$175 per submittal)
Board Review (Allowed 1 Conceptual & 2 Finals)	\$1,000 + \$0.02/per gross sf of combined building(s) (\$175 per submittal)
Resubmittal (After allowed submittals are used)	\$250.00 per resubmittal
Previously Approved Projects	
Minor Revision (Board Review or Staff Review)	\$250.00 (\$50 per submittal)
Major Revision (Board Review or Staff Review)	\$500.00 (\$100 per submittal)

Tree Permits (developed properties)

Non-Residential (Fee-in-Lieu to Not Replant a Tree Issued a Permit)	\$500.00 per tree (\$140 per tree)
Residential (Fee-in-Lieu to Not Replant a Tree Issued a Permit)	\$250.00 per tree (\$140 per tree)



Beaufort County Planning & Zoning Department

FEE SCHEDULE

EXHIBIT "A"

Miscellaneous Fee's

Exempt Plat	\$50.00
Zoning Verification/Determination	
Basic (provides zoning district of parcel)	\$25.00/per lot
Premium (includes additional information)	\$100.00/per lot
Home Business/Daycare Letter	\$25.00
Fee-in-Lieu for Tree Mitigation (during construction/development)	\$250.00/per caliper-inch (\$140 per tree)
River Buffer Setback Waiver	\$200.00 (\$75)
View Corridor Request	\$200.00 (\$75)
Short-Term Rental (no special use)	\$200.00
Short-Term Rental Annual Renewal	\$75.00

Planning Commission

Rezoning Request	
Up to Two (2) Developed Lots	\$300.00 + \$50.00 per additional lot (\$250)
Raw Acreage (land intended for new development/redevelopment)	\$500.00 + \$15.00/per acre (\$250)
PUD Amendments	
Minor	\$300.00 (\$250)
Major	\$1,000.00 (\$250)
Text Amendment	\$500.00 (\$250)
CDC Waiver Request	\$350.00 (\$75)
Administrative Appeal	\$300.00 (\$75)
Street Renaming Request	\$250.00 (\$100)

Zoning Board of Appeals

Administrative Appeal	\$300.00 (\$75)
Special Use Request	\$300.00 (\$75)
Variance Request	\$350.00 (\$75)

Development Agreements (All acreage in highland acres)

25 - 50 Acres	\$5,000 + \$100.00 per acre
50 - 100 Acres	\$7,500 + \$75.00 per acre
100 - 200 Acres	\$10,000 + \$50.00 per acre
200 - 500 Acres	\$15,000 + \$30.00 per acre
500 Acres or More	\$25,000 + \$15.00 per acre
Annual Reviews (all acreages)	\$500.00

Bluffton Master Fee Schedule – FY2023

•

Planning and Environmental Applications and Permits

Item/Description	Basis	Application Fee
Addressing	Each	\$0.00
Annexation:		
100% Petition	Each	\$500.00
75% Petition	Each	\$650.00
25% Petition	Each	\$650.00
Appeal	Each	\$250.00
Certificate of Appropriateness:		
Highway Corridor Overlay District	Each	\$100.00
Amendment	Each	\$50.00
Extension	Each	\$50.00
Historic District	Each	\$100.00
Amendment	Each	\$50.00
Extension	Each	\$50.00
Historic District – Demolition	Each	\$250.00
Certificate of Construction Compliance	Each	\$50.00
Comprehensive Plan Amendment	Each	\$500.00
Designation of Contributing Structure	Each	\$250.00
Development Agreement:		
New	Each	\$2,000.00
Amendment	Each	\$2,000.00
Development Plan:		
Preliminary	Each	\$500.00
Final	Each	\$1,000.00
Amendment	Each	\$750.00
Extension	Each	\$300.00
Development Surety	Each	\$100.00
Emergency Permitting	Each	\$0.00
HD Signage and Site Features	Each	\$25.00
Exempt Plat	Each	\$25.00

Master Fee Schedule – FY2023

Section VI – Growth Management Fees (continued)

Planning and Environmental Sustainability Fees (continued)

Item/Description	Basis	Application Fee
Printed Copy:		
Annexation Policy & Procedure Manual	Each	\$25.00
Application Manual	Each	\$55.00
Stormwater Design Manual	Each	\$60.00
UDO	Each	\$95.00
PUD Concept Plan:		
New	Each	\$500.00
Amendment	Each	\$250.00
PUD Master Plan:		
New	Each	\$500.00
Amendment	Each	\$250.00
Extension	Each	\$250.00
Public Project	Each	\$0.00
Sign	Each	\$25.00
Silviculture	Each	\$1,500.00
Special Exception	Each	\$250.00
Street Naming	Each	\$0.00
Street Renaming	Each	\$250.00
Subdivision:		
General:		
New	Each	\$100.00 + \$10.00/lot
Amendment	Each	\$50.00 + \$10.00/lot
Extension	Each	\$50.00 + \$10.00/lot
Historic District:		
New	Each	\$100.00 + \$10.00/lot
Amendment	Each	\$50.00 + \$10.00/lot
Extension	Each	\$50.00 + \$10.00/lot
Transfer of Development Rights	Each	\$1,000.00
Tree Removal	Each	\$25.00
UDO Text Amendment	Each	\$500.00
Variance	Each	\$250.00
Zoning Map Amendment	Each	\$500.00
Zoning Permit	Each	\$25.00

Additional Notes:

- Town Council may waive any or all fees for applications if it is deemed in the best interests' of the Town.
- Applications requiring additional Public Hearings above and beyond the number specified in the Growth Management Application Table in the UDO Application Manual shall be subject to a \$200.00 fee per additional Public Hearing.
- In the event that a Feasibility Study for an Annexation Application will need to be contracted out to a third party, the Application shall be responsible for the full cost of the Study.
- Building Permit and Business License Application Fees include the Zoning Permit Application Fee therefore, no additional fee is necessary.

Dorchester County

DEVELOPMENT REVIEW FEES

Subdivision Plan Review

Exempt Plats	\$20.00
Minor Subdivisions	\$35.00/lot
Major Subdivisions	\$500.00 + \$35/lot
Commercial Subdivisions	\$50.00/lot

Site Plan Review (up to three reviews. After 3rd Review, a \$250 rereview fee applies for each submittal)

Commercial/Office/Industrial w/ building	\$250.00 + \$0.06/gross sf (+ \$500 if in a TOD)
Commercial/Office/Industrial w/o building	\$1,000.00
Institutional	\$250.00 + \$0.03/gross sf
Multi-Family	\$500.00 + \$35/unit
Zoning Permit for exempt accessory structures/decks	\$30.00
Cottage Industry	\$50.00
Outdoor Storage Yard	\$1,000.00
Outdoor Event Venue	\$500.00
Cluster Yield Plans	\$500.00
Mineral Resource Extraction	\$1,000.00

Planned Development Districts

Concept Plan Review	\$250.00
Master Plan Review	
Residential	\$1,000 + \$1.00/unit
Commercial/Office/Industrial	\$1,000 + \$.10/gross sf
Amendment	\$100.00
Rezoning	\$1,000 + \$1.00/lot
Street Name Change	\$85.00
Land Development Waiver Requests	\$50.00

ZONING REVIEW FEES

Rezoning

Up to 2 Lots	\$250.00
Each additional lot	\$25.00
Raw Acreage	\$250.00 + \$10.00/acre
Zoning Text Amendment (Minor)	\$250.00
Zoning Text Amendment (Major)	\$500.00
Future Land Use Map Amendment	\$500.00

Board of Zoning Appeals

Administrative Appeals	\$250.00
Special Exceptions	\$250.00
Variances	\$250.00

PLANNING & ZONING DOCUMENTS

Basic Zoning/Daycare Letter	\$20
Advanced Zoning letter	\$50
Zoning Administrator Determination	\$100
Zoning & Land Development Standards Ordinance	\$50.00

Dorchester County Comprehensive Plan	\$35.00
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PERMITS

Land Disturbance Permit

Residential (mobile homes only)	n/c
Non-Residential	\$100.00
Temporary Use Permit	\$100.00
Special Event Permit	\$100.00

DEVELOPMENT AGREEMENTS

Deposit

First 500 acres	\$10.00/acre
Acreage in excess of 500 acres, up to 1,000 acres	\$5.00/acre
Acreage in excess of 1,000 acres, up to 2,000 acres	\$2.00/acre
Acreage in excess of 2,000 acres	\$1.00/acre

Plus time and materials for outside professional review (all direct costs to be paid by the applicant)

FEE-IN-LIEU

Fee in Lieu of Planting Trees Required for Mitigation	\$200.00/caliper-inch
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Charleston County Zoning and Planning Department Fee Schedule

(Amended July 17, 2017)

Updated February 16, 2018 for SC FOIA Law Changes for 8.5x11 copy fees

Updated July 24, 2018 for Short-Term Rental Property Application Fees

Updated August 29, 2018 for Historic Preservation Application Fees

<u>Service</u>	<u>Fee</u>
A. ORDINANCES AND PLANS	
1. Charleston County Zoning & Land Development Regulations Ordinance	\$50.00
2. Charleston County Comprehensive Plan	\$90.00
3. Ordinance, Plans & documents in digital form	\$10.00
B. COPIES	
1. Black & White Single-Sided Copies 8.5 x 11	\$0.11
2. Black & White Double-Sided Copies 8.5 x 11	\$0.22
3. Color Single-Sided Copies 8.5 x 11	\$0.49
4. Color Double-Sided Copies 8.5 x 11	\$0.98
5. Black & White Copies 11 x 17	\$0.50
6. Color Copies 11 x 17	\$1.50
C. MAPS	
1. Entire County Zoning or Future Land Use data maps 11x17	\$2.00
2. Entire County Zoning or Future Land Use data maps 24x36	\$10.00
3. Specific Area County Zoning or Future Land Use data maps 11x17	\$5.00
4. Specific Area County Zoning or Future Land Use data maps 24x36	\$20.00
5. Special Requests (Customized maps); Example, parcel boundaries with CAMA Data or other associated data, study areas, municipal boundaries, etc.	\$60.00 per hour
6. House, Senate, <u>Or</u> Congressional Map (Voter Maps)	\$7.50
7. House, Senate, Congressional Map Set (Voter Maps)	\$22.50
8. Voting Precinct Map (Voter Maps)	\$7.50
9. Voting Precinct Map Set (2 maps) (Voter Maps)	\$15.00
D. RECORDINGS	
1. Copies of Tape/Digital Recordings	\$10.00
9% SALES TAX WILL APPLY TO LETTERS A, B, C, AND D ABOVE	
E. SUBDIVISION PLATS	
1. One Lot or Exempt Plat	\$50.00
2. 2-10 Lots or Minor Subdivision Plat	\$100.00 + \$10/lot
3. 11 or more Lots or Preliminary Plat for Major Subdivision	\$200.00 + \$10/lot
4. Conditional Plat	\$200.00 + \$10/lot
5. Final Plat	\$100.00 + \$10/lot
6. Public Improvement(s) Review (Engineering)	\$100.00 + \$10/lot
7. Appeals of Subdivision Related Administrative Decisions	\$250.00
F. ZONING	
1. Zoning Verification	\$10.00

<u>Service</u>	<u>Fee</u>
G. ZONING PERMITS	
1. Temporary Zoning Permit Fee	\$50.00
2. Protected/Grand Tree Removal Permit (Zoning Permit)	\$25.00
3. Residential Land Disturbance	\$25.00
4. Residential Zoning Permit	\$25.00
5. Home Occupation	\$50.00
6. Commercial and Industrial Zoning Permits:	
a. Up to 5,000 SF and greater building size	\$50.00
b. 5,000 SF and greater building size	\$75.00
7. Short-Term Rental Permit: Limited Home Rental (LHR). Note that additional applications, processes, and fees may apply pursuant to the requirements for Short-Term Rentals contained in the Charleston County ZLDR.	\$50.00, provided, however, that the fee for the initial Zoning Permit for a Limited Home Rental Short-Term Rental use shall be \$25.00 if the Zoning Permit application is submitted between July 1st and December 31st.
8. Short-Term Rental Permit: Extended Home Rental (EHR) Note that in addition to the EHR Zoning Permit application and fee, Site Plan Review and Special Exception applications and required fees must be submitted pursuant to the requirements and processes contained in the ZLDR. Zoning Permits for VHRs will not be issued until/unless the Site Plan Review application is approved and the Board of Zoning Appeals approves the Special Exception application.	\$100.00, provided, however, that the fee for the initial Zoning Permit for an Extended Home Rental Short-Term Rental use shall be \$50.00 if the Zoning Permit application is submitted between July 1st and December 31st.
9. Short-Term Rental Permit: Commercial Guest House (CGH) Note that in addition to the CGH Zoning Permit application and fee, a Site Plan Review application (with the required fee) must be submitted pursuant to the requirements and processes contained in the ZLDR. Zoning Permits for CHRs will not be issued until/unless the Site Plan Review application is approved.	\$150.00, provided, however, that the fee for the initial Zoning Permit for a Commercial Guest House Short-Term Rental use shall be \$75.00 if the Zoning Permit application is submitted between July 1st and December 31st.
H. ZONING AND COMPREHENSIVE PLAN AMENDMENTS	
1. Zoning Map Amendments [Rezoning] including Form-Based Zoning District Applications	\$150.00 + \$10/acre
2. Planned Development (PD) Zoning District Applications	
a. Less than 10 acres	\$300.00 + \$10/acre
b. 10-99 acres	\$1,000.00 + \$15/acre
c. 100 acres or greater	\$1,500.00 + \$20/acre
3. Amendment to existing Planned Development text	\$300.00 + \$2/acre
4. Sketch Plan Amendment	\$300.00 + \$2/acre
5. Zoning and Land Development Regulations Ordinance Text Amendments	\$250.00
6. Comprehensive Plan Amendments	\$250.00
7. Form-Based Zoning District (FBZD) Rezoning and Land Development Applications: Unless specifically addressed in letters a – i below, refer to the Fee Schedule for all other applicable fees. Applicants may be required by Council to provide funds to the County to hire third party consultants and/or experts necessary to assist the County in reviewing and evaluating the applications listed below.	
a. New FBZD Rezoning Applications	\$150 + \$10/acre of the FBZD
b. Amendments to Approved FBZD Form District Master Plans. Note: The Zoning/Planning Director shall be authorized to make determinations regarding categorization of amendments not specifically addressed below as Major or Minor amendments.	

<u>Service</u>	<u>Fee</u>
i. Minor Amendments: (a) Text amendments other than those associated with Major Amendments, as defined below (b) Changes to existing Transect Zones and/or related dimensional standards (c) Addition of new uses (d) Changes to existing uses	\$1,000
ii. Major Amendments: (a) Changes to approved Sector Maps (b) Changes to approved Settlement Maps (when Sectors are not utilized) (c) Increases in overall density (d) Addition of new Transect Zones and related dimensional standards (e) Addition of new Special Districts (f) Amendments to approved Special Districts (acreage, text, dimensional standards, and/or map location(s)) (g) Addition of new complex Thoroughfare Types and Assemblies that utilize components not included in ZLDR Tables 7.4.G and 7.4.L and new Thoroughfare Types proposed at time of Community Plan submittal	<ul style="list-style-type: none"> • <u>Major Amendments to FBZDs that ARE part of Developments of County Significance:</u> \$150 + \$10/acre for the 25% acreage + \$1/acre for the 75% Acreage* • <u>Major Amendments to FBZDs that are NOT part of Developments of County Significance:</u> \$150 + \$10/acre of the FBZD* <p>*Note: The fee for the addition of new Special Districts and/or amendments to approved Special Districts shall be \$150 + \$10/acre of the proposed Special District(s), including any proposed increases in Special District size.</p>
c. Special Districts Requiring Planning Commission Approval	\$150 + \$10/acre for the total acreage of the Special District(s)
d. Community Unit Tract Boundary Subdivision	Subdivision fees contained in this Fee Schedule apply
e. Special District Tract Boundary Subdivision	Subdivision fees contained in this Fee Schedule apply
f. Infrastructure Plan Subdivision	Subdivision fees contained in this Fee Schedule apply
g. Community Plan Review (New Plans and Amendments to Approved Plans)	\$150 + \$10/acre of the Community Unit
h. Special District Plan Review (New Plans and Amendments to Approved Plans)	\$150 + \$10/acre of the Special District
i. Lot, Block, and Building Plans (New Plans and Amendments to Approved Plans). Other Subdivision and Site Plan Review Fees contained in this Fee Schedule do not apply.	
i. Residential Lots or Units	\$250 + \$50 per unit or lot
ii. Commercial/Industrial Lots or Mixed Use Buildings – Up to 10,000 Square Feet	\$250 + \$0.03 per square foot
iii. Commercial/Industrial Lots or Mixed Use Buildings – 10,000 Square Feet or More	\$500 + \$0.03 per square foot
iv. Institutional	\$250 + \$0.03 per square foot
I. DEVELOPMENT AGREEMENT APPLICATIONS	
1. Development Agreement Application Fees	• \$750 + \$10/acre; and

<u>Service</u>	<u>Fee</u>
	<ul style="list-style-type: none"> Applicants may be required by Council to provide funds to the County to hire third party consultants and/or experts necessary to assist the County in reviewing and evaluating the application.
J. SITE PLAN REVIEW	
1. Limited Site Plan Review	\$50.00
2. Up to 5,000 SF building size or up to 10 acres if no buildings are included in the application	\$250.00
3. Greater than 5,000 SF building size or 10 acres or more if no buildings are included in the application	\$500.00
K. BOARD OF ZONING APPEALS	
1. Appeals of Zoning Related Administrative Decisions	\$250.00
2. Special Exceptions	\$250.00
3. Zoning Variances	\$250.00
4. Protected/Grand Tree Removal Zoning Variances	\$250.00 + \$50.00
L. ADDRESSING	
1. Street Name Change	\$50.00
2. Street Sign	\$200.00
M. SIGNS	
1. Billboards	Site Plan Review + \$50.00
2. Wall Signs (per use)	\$50.00
3. Free Standing Sign	\$50.00
4. Agricultural Sign	\$20.00
N. COUNTY COUNCIL	
1. Review of Tax Increment Financing (TIF) District and Residential Improvement District (RID) Proposals	<ul style="list-style-type: none"> The fee is equivalent to 0.005 multiplied by the requested County's portion of the proposed TIF or RID District; and Applicants may be required by Council to provide funds to the County to hire third party consultants and/or experts necessary to assist the County in reviewing and evaluating the application.
2. 208 Water Quality Management Plan Amendments	<ul style="list-style-type: none"> \$500.00; and Comprehensive Plan Amendment fee (if applicable); and Applicants may be required by Council to provide funds to the County to hire third party consultants and/or experts necessary to assist the County in reviewing and evaluating the application.
O. HISTORIC PRESERVATION APPLICATIONS AND ZONING PERMITS	
1. Certificate of Historic Appropriateness	\$25.00
2. Designation of Historic Property/District	\$25.00
P. FEE SCHEDULE NOTES	
1. Zoning and Planning Department fees that are based on acreage include highland acreage and freshwater	

<u>Service</u>	<u>Fee</u>
wetland acreage; OCRM Critical Line acreage is excluded from fee calculations.	
2. County Council may waive all or a portion of the above fees upon submittal of a request to Council and subsequent approval at a public meeting of County Council.	
3. If any type of zoning application/permit is required in order to bring properties that have current zoning violations into compliance with the Charleston County Zoning and Land Development Regulations Ordinance, the zoning application/permit fees shall be doubled.	
4. Zoning Verification shall include, but may not be limited to: (a) FEMA Flood Insurance Rate Map verification; (b) Review for DHEC approval; (c) Tattoo radius or manufactured home radius; and (d) The Towns of Kiawah Island, Rockville, and Meggett zoning verifications, or any other zoning verification as determined by the Zoning/Planning Director.	
5. Separate applications and fees shall be filed for more than one Variance request to each requirement of this Ordinance. If an applicant requests a variance for removal of more than one Protected/Grand tree, each additional Protected/Grand tree shall require an additional fee.	
6. Fees for 911 street signs may be waived.	



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION UPDATING BEAUFORT COUNTY'S PRIORITIZED 5 YEAR DIRT ROAD PAVING PROGRAM
MEETING NAME AND DATE:
Public Facilities Committee – November 22, 2022
PRESENTER INFORMATION:
Kraig Gordon, CTC Chairman – Introduction Dan Chism, PE, Consor Engineers, LLC (10 min)
ITEM BACKGROUND:
A Resolution was adopted on June 10, 2019, to establish a prioritized 5-year Dirt Road Paving Program and then amended by Resolution on January 11, 2021. ON April 28, 2022, Consor Engineers, LLC was contracted by Beaufort County to update the current 5-year program and method of prioritization.
PROJECT / ITEM NARRATIVE:
The final year of the current 5-year Dirt Road Paving Program will be completed in 2024. The presented plan will establish the subsequent 5 years of the Dirt Road Paving program beginning in 2025.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of a Resolution Adopting the subsequent 5 years of Beaufort County's Prioritized Dirt Road Paving Program.
OPTIONS FOR COUNCIL MOTION:
Motion to Approve/Deny a Resolution Adopting the next 5 years of Beaufort County's Prioritized Paving Program. Next step: Resolution moved to Council for Adoption by full County Council.

**RESOLUTION ADOPTING BEAUFORT COUNTY'S
5-YEAR DIRT ROAD PAVING PROGRAM**

WHEREAS, on June 10, 2019, Beaufort County Council adopted a prioritized 5-Year Dirt Road Paving Program; and

WHEREAS, on January 11, 2021, Beaufort County Council adopted an amendment to the approved 5-Year Dirt Road Paving Program; and

WHEREAS, the improvement of County owned dirt roads enhances the quality of life for County residents; and

WHEREAS, improvements to these dirt roads provide better all-weather performance and reduce annual maintenance costs of those roads; and

WHEREAS, the program priorities are based upon objective criteria to provide the best use of the limited funds established for this purpose; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council establishes an updated prioritized 5-Year Dirt Road Paving Program:

Adopted this 9th day of January 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joe Passiment, Chairman

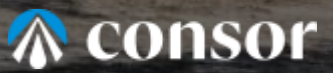
Attest:

Clerk to Council



2026 - 2030 DIRT ROAD PAVING PLAN

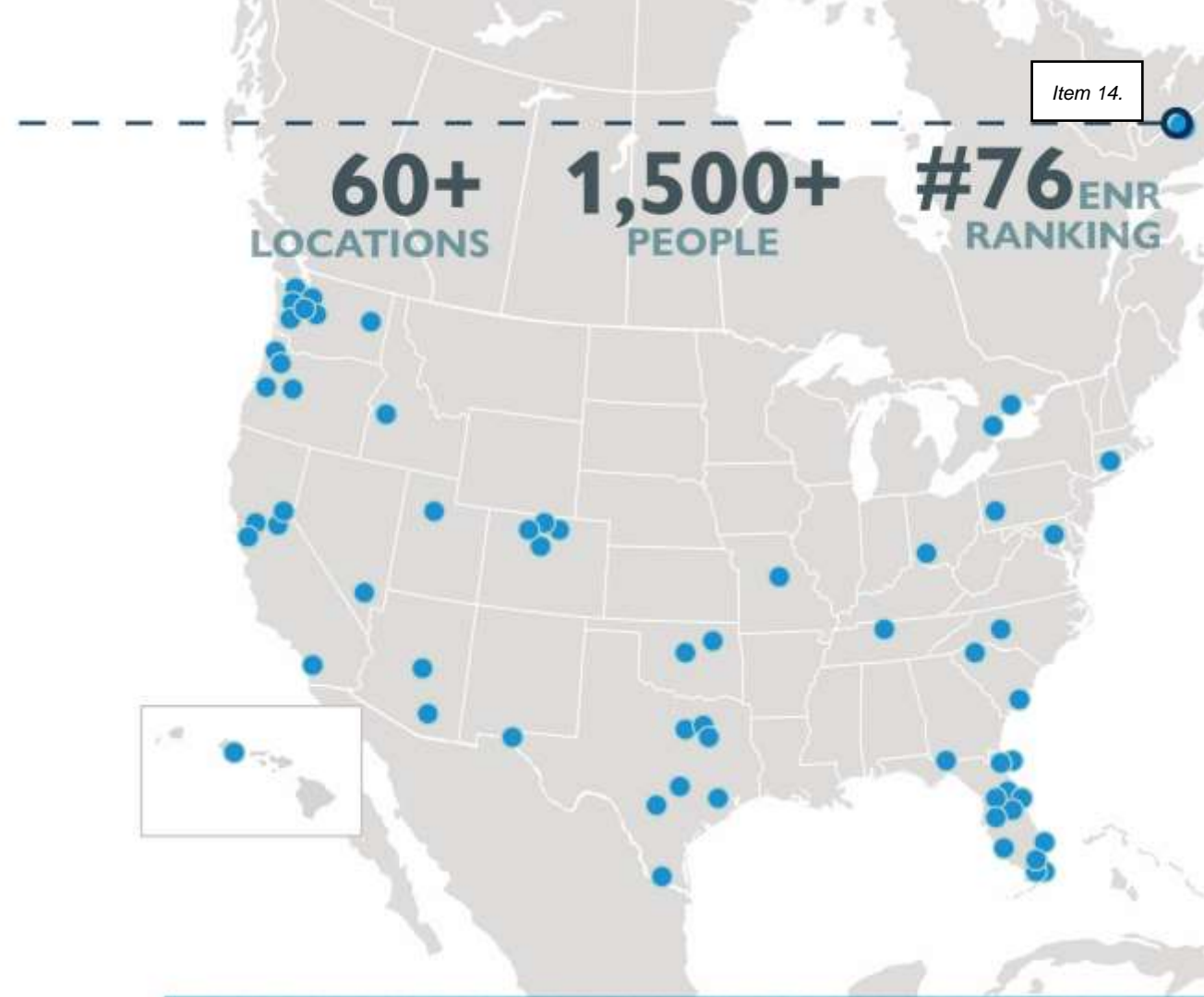
Beaufort County





consor

Who we
are...



WATER | TRANSPORTATION



Planning



Design



Construction
Management



Structural
Assessment



Strategic Plan
& Communicat

Meet your Consor team...



Joshua Gray, PE
Project Principal



Dan Chism, PE
Senior Project
Manager



Myndert Papenhyzen
Senior Roadway
Inspector



NAME OF ROAD	R.O.W WIDTH (FT)	EXISTING RIGHT-OF-WAY	ROW Percent Complete (Points)**	R.O.W. Score Calc
Alice Ladson Drive	40	RECORDED R.O.W.	5	35
Arum Circle N	50	RECORDED R.O.W.	5	35
Arum Circle South	50	RECORDED R.O.W.	5	35
Beach Rd		LEGACY ROAD	5	35
Bostick Road	50	RECORDED R.O.W.	5	35
Briars Creek Road	120	RECORDED R.O.W.	5	35
Coffin Bif		LEGACY ROAD	5	35
Comet Lane	50	RECORDED R.O.W.	5	35
Country Road		RECORDED R.O.W.	5	35
Creek View Drive		RECORDED R.O.W.	5	35
Davis Road	50	RECORDED R.O.W.	5	35

**: 0 - 20% = 1 pt
 21 - 40% = 2 pt
 41 - 60% = 3 pt
 61 - 80% = 4 pt
 81 - 100% = 5 pt



Assessment Forms

Beaufort County Condition Assessment for Dirt Roads

Road Name _____ Council District _____
 Date _____ Inspector _____
 Town _____

Description	1	2	3	4	5
Geotechnical Concerns					
Rutting					
Potholes					
Drainage Concerns					
Crossline pipes					
Ditches					
Geometric Concerns					
Crown/Cross slope					
Subtotal	0	0	0	0	0

Remarks:
 Surface soil type - _____
 Canopy cover - _____
 Utilities - Sewer Gas Water Power Telephone Cable TV _____

Grading Score: 1 - Excellent 2 - Good 3 - Average 4 - Poor 5 - Failing

Maintenance Supervisor Comments/Notes

Beaufort County ADT Assessment for Dirt Roads

Road Name _____ Council District _____
 Date _____ Inspector _____
 Town _____

	Primary Road	Feeder Road	Feeder Road	Feeder Road
Houses (1 pt ea)				
Churches (10 pt ea)				
Cemetery (1 pt ea)				
Bus Route (1 pt ea)				
Business (10 pt ea)				
subtotal	0	0	0	0
Total	0			



List of Road Ranking

NAME OF ROAD	COUNCIL DISTRICT	LENGTH (MILES)	ROW Score (Max 35 points)	Roadway Condition (Max 6 Points)	ADT (Max 25 Points)	A Score (MAX 66)	B Score (Max 34)	Overall Results (A+B) (Max = 100)	Overall Rank
Gibson Drive	10	0.15	35	4.80	4.59	44.39	30.94	75.33	1
Milkweed Lane	2	0.09	35	4.80	1.53	41.33	33.82	75.15	2
Ihly Farm Road	1	0.29	35	3.60	2.55	41.15	33.46	74.61	3
Sawgrass Drive	2	0.26	35	3.84	5.61	44.45	23.21	67.66	8
Kato Lane	1	0.20	35	4.56	4.59	44.15	29.68	73.83	4
Gillison Loop	1	0.24	35	4.56	2.04	41.60	30.58	72.18	5
Montgomery lane	1	0.24	35	4.08	1.02	40.10	29.86	69.96	6
Davis Road	7	0.23	35	4.80	14.29	54.09	14.21	68.30	7
Harbor Oaks Lane	3	0.11	35	4.80	1.53	41.33	25.37	66.70	9
Pritchard Farm Lane	9	0.24	35	4.08	6.12	45.20	21.05	66.25	10
Oxeye Lane	2	0.09	35	4.32	1.02	40.34	25.37	65.71	11
Old Country Drive	1	0.05	35	5.04	2.55	42.59	22.67	65.26	12
Spartina Street	2	0.25	35	4.08	2.04	41.12	24.11	65.23	13
Purslane Drive	2	0.12	35	4.08	0.51	39.59	25.37	64.96	14
Scurpus Ct.	2	0.12	35	3.36	1.02	39.38	25.37	64.75	15
Glass Road	1	0.12	35	3.36	1.53	39.89	23.03	62.92	16
Fredericka Taylor Ln	3	0.13	35	3.84	1.53	40.37	22.49	62.86	17
Arum Circle South	2	0.10	35	3.36	1.02	39.38	23.21	62.59	18
N Sea Pines Dr		0.25	21	3.60	18.88	43.48	17.99	61.47	19
Flora Drive	1	0.29	35	4.80	4.08	43.88	16.73	60.61	20
Alice Ladson Drive	1	0.17	35	4.80	2.55	42.35	16.73	59.08	23
Huspah Creek Drive	1	0.55	35	4.56	7.65	47.21	13.31	60.53	21
Creek View Drive	2	0.26	35	3.84	2.55	41.39	17.99	59.38	22
Country Road	1	0.38	35	4.32	1.53	40.85	17.99	58.84	24
Sawgrass Court	2	0.05	35	5.04	1.02	41.06	16.73	57.79	25





Plan Year	NAME OF ROAD	COUNCIL DISTRICT	LENGTH (MILES)	ROW Score (Max 35 points)	Roadway Condition (Max 6 Points)	ADT (Max 25 Points)	A Score (MAX 66)	B Score (Max 34)	Overall Results (A+B) (Max = 100)	Overall Rank	Cost to design and build	Annual Program Cost
2025	Gibson Drive	10	0.15	35	4.80	4.59	44.39	30.94	75.33	1	\$ 375,473.48	\$ 1,998,934.65
	Fredericka Taylor Ln	3	0.13	35	3.84	1.53	40.37	22.49	62.86	17	\$ 376,008.88	
	Ihly Farm Road	1	0.29	35	3.60	2.55	41.15	33.46	74.61	3	\$ 719,696.97	
	Alice Ladson Drive	1	0.17	35	4.80	2.55	42.35	16.73	59.08	23	\$ 527,755.32	
2026	Gillison Loop	1	0.24	35	4.56	2.04	41.60	30.58	72.18	5	\$ 622,940.34	\$ 1,849,928.98
	Montgomery lane	1	0.24	35	4.08	1.02	40.10	29.86	69.96	6	\$ 629,403.41	
	Davis Road	7	0.23	35	4.80	14.29	54.09	14.21	68.30	7	\$ 597,585.23	
2027	Harbor Oaks Lane	3	0.11	35	4.8	1.53	41.33	25.37	66.70	9	\$ 303,291.90	\$ 1,969,720.39
	Pritchard Farm Lane	9	0.24	35	4.08	6.12	45.20	21.05	66.25	10	\$ 649,911.22	
	Flora Drive	1	0.29	35	4.80	4.08	43.88	16.73	60.61	20	\$ 871,918.55	
	Old Country Drive	1	0.05	35	5.04	2.55	42.59	22.67	65.26	12	\$ 144,598.72	
2028	Kato Lane	1	0.20	35	4.56	4.59	44.15	29.68	73.83	4	\$ 515,056.82	\$ 1,645,275.92
	Glass Road	1	0.12	35	3.36	1.53	39.89	23.03	62.92	16	\$ 359,017.22	
	N Sea Pines Dr		0.25	21	3.60	18.88	43.48	17.99	61.47	19	\$ 771,201.88	
2029	Milkweed Lane	2	0.09	35	4.80	1.53	41.33	33.82	75.15	2	\$ 215,909.09	\$ 2,800,521.07
	Sawgrass Drive	2	0.26	35	3.84	5.61	44.45	23.21	67.66	8	\$ 646,780.30	
	Oxeye Lane	2	0.09	35	4.32	1.02	40.34	25.37	65.71	11	\$ 254,744.32	
	Spartina Street	2	0.25	35	4.08	2.04	41.12	24.11	65.23	13	\$ 694,282.67	
	Purslane Drive	2	0.12	35	4.08	0.51	39.59	25.37	64.96	14	\$ 351,891.69	
	Scurpus Ct.	2	0.12	35	3.36	1.02	39.38	25.37	64.75	15	\$ 335,996.27	
	Arum Circle South	2	0.10	35	3.36	1.02	39.38	23.21	62.59	18	\$ 300,916.73	



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Resolution to accept SC Aeronautics Commission (SCAC) grant for the design and bidding of a project to rehabilitate the Beaufort Executive Airport (ARW) runway.
MEETING NAME AND DATE:
Public Facilities Committee November 21, 2022
PRESENTER INFORMATION:
Jon Rembold, Airports Director 5 minutes
ITEM BACKGROUND:
On 06/16/22 the BCAB moved to accept SCAC Grant 22-011 (\$14,495.00) for Beaufort Executive Airport (ARW) Runway 7/25 rehabilitation project (Design and Bidding)
PROJECT / ITEM NARRATIVE:
The airport's runway 07/25 is due for a rehabilitation project to maintain the surface in a satisfactory condition and to prevent an expensive removal and replacement reconstruction project. The SCAC completed a Statewide Airfield Pavement Management Systems Update in 2017. The study identified several projects at Beaufort Executive Airport. This runway Rehab project is the first in a series that will be completed in the next several years. The airport is required to maintain the runway as part of the County's obligations under the AIP Grant Program Sponsor Assurances
FISCAL IMPACT:
The total anticipated cost of the project (design and bidding only) is estimated to be \$289,907. Ninety percent (90%) of the funding (\$260,917) will be provided by the FAA. Five percent (5%) of the funding (\$14,495) will be provided by the SC Aeronautics Commission. Five percent (5%) of the funding (\$14,495) will be provided by airport operations/Airport American Rescue Plan Act (ARPA).
STAFF RECOMMENDATIONS TO COUNCIL:
Move Resolution to accept SCAC Grant 22-011 to Council with recommendation for approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny Resolution to accept SCAC Grant 22-011 for Runway 07/25 rehabilitation (Design and Bidding) at Beaufort Executive Airport.
Next step: County Council meeting December 12, 2022

RESOLUTION NO. 2022/_____

A RESOLUTION TO ACCEPT SC AERONAUTICS COMMISSION (SCAC) GRANT FOR THE DESIGN AND BIDDING OF A PROJECT TO REHABILITATE THE BEAUFORT EXECUTIVE AIRPORT (ARW) RUNWAY

WHEREAS, Beaufort Executive Airport’s runway 07/25 is due for a rehabilitation project to maintain the surface in a satisfactory condition and to prevent expensive removal and replacement; and

WHEREAS, the SC Aeronautics Commission completed a Statewide Airfield Pavement Management Systems Update in 2017.

WHEREAS, the study identified several projects at Beaufort Executive Airport; and

WHEREAS, runway 07/25 rehabilitation project is the first in a series of projects that will be completed in the next several years; and

WHEREAS, the airport is required to maintain the runway as part of the County’s obligations under the AIP Grant Program Sponsor Assurances; and

WHEREAS, the total anticipated cost of the project (design and bidding only) is estimated to be \$289,907. Ninety percent (90%) of the funding (\$260,917) will be provided by the FAA. Five percent (5%) of the funding (\$14,495) will be provided by the SC Aeronautics Commission. Five percent (5%) of the funding (\$14,495) will be provided by airport operations/Airport American Rescue Plan Act (ARPA).

NOW, THEREFORE, BE IT RESOLVED THAT BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the County Administrator to accept SCAC Grant (Project No. 22-011) for the design and bidding of a project to rehabilitate the Beaufort Executive Airport runway.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

September 21, 2022



2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com

Mr. Jon Rembold
Director of Airports
39 Airport Circle
Beaufort, South Carolina 29907

Re: South Carolina Aeronautics Commission
Project No. 22-011, Beaufort Executive Airport

Dear Mr. Rembold,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your project application and awarded up to \$14,495 to the Beaufort Executive Airport for the rehabilitation design of RWY 07/25. This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

Henry D. McMaster
GOVERNOR

James D. Stephens
EXECUTIVE DIRECTOR

Please execute the enclosed grant agreements and return one original to SCAC at your earliest convenience.

Aeronautics Commission

This project qualifies for federal, state, and local government funds. Project costs and funding are as follows:

Delphin A. Gantt, Jr.
CHAIRMAN

Anne Esposito
DISTRICT 1

David Anderson
DISTRICT 2

Skeets Cooper
DISTRICT 3

Lara Kaufmann
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Christopher Bethea
DISTRICT 7

Federal Grant	\$ 260,917
State Grant	\$ 14,495
Local Government	\$ 14,495
Total Project Cost	\$ 289,907

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to call.

Sincerely,

Gary Siegfried
Program Manager

GWS/edt

Enclosures: Grant

cc: Governor Henry McMaster
Chairman Delphin A. Gantt, Jr.
Commissioner Anne Esposito

GRANT AGREEMENT
Part 1 - OFFER

Date of Offer: **May 17, 2022** Project No.: **22-011**

TO: **Beaufort Executive Airport**
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC").

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated **April 25, 2022**, a grant of State Funds for a project for development of the **Beaufort Executive Airport** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport ("herein called the "Project") consisting of the following described improvements and/or tasks:

RWY 07/25 Rehabilitation (Design and Bidding)

All as more particularly described in the Airport Layout Plan and/or plans and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

<u>Funding Source</u>	<u>Amount</u>
State	\$ 14,495
Sponsor	\$ 14,495
Federal	\$ 260,917
Other	\$ 0

for a total cost of **\$289,907** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed \$14,495 which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.


2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.

3. This Offer shall expire, and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.

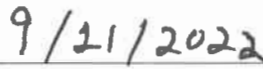
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Siegfried PE, Program Manager
South Carolina Aeronautics Commission



Date

ACCEPTANCE OF GRANT

Signature of Sponsor
Legal Authority to Execute this Grant

Date

Printed Name and Title of Authorized Official

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
3. Sponsor shall:
 - a. begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
 - b. carryout and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. carryout and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
 - d. submit all planning and construction documents to SCAC for review and approval; and
 - e. notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
 - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
 - land acquisition or releases, including easements;
 - major obstruction clearing;
 - new, upgraded, or downgraded instrument procedures; and
 - new, revised, or expanded airport-related zoning ordinances.
4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
 - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.
10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:
 - FAR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
 - Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and

- FAR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- the height of objects around airports,
- communication, visibility, and bird strike hazards,
- incompatible land uses in the Runway Protection Zone (RPZ); and
- if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan and property plats in all of the following formats:
 - paper of at least 24 inch by 36-inch size sheet(s);
 - Portable Document Format (PDF) electronic file(s);
 - GIS shape-file(s) or geodatabase in South Carolina State Plane coordinates; or CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and/or electronic files as is necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free complete bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.
19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2022

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as attorney for _____ do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 2022

Signature By _____

Title _____

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF SOUTH CAROLINA

COUNTY OF _____

Personally, appeared before me _____
being first duly sworn says that he is a member of the firm of _____
and further says that his firm, association, or corporation has not, either directly or indirectly, entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all
legal formalities required for the proper execution of affidavits pursuant to the laws of
his state has been complied with and further agrees, on behalf of himself, his firm,
association, or corporation, that in any subsequent prosecution for perjury of him, his
firm, association, or corporation, it shall not be a defense to such charge of perjury that
said formalities were not in fact complied with.

Legal Signature

SWORN to me before this _____ day of _____, 2022

Signature By _____

Notary Public for _____

MINUTES

Beaufort County Airports Board

June 16, 2022 | 1:30 pm | Meeting called to order by Vice-Chairman Leslie Adlam Flory

Attendance

Present: Leslie Adlam Flory, Nick Mesenburg, James Buckley, Thomas Sheahan, Brian Turrisi, Chris Butler, Ian Scott, Anne Esposito, and Mark Bailey.

Absent: Howard Ackerman, and Trey Ambrose,

County Staff: Jon Rembold, Airports Director; Stephen Parry, Assistant Airports Director; Paul Dolin, Beaufort Executive Airport Supervisor; Rocio Rexrode, Administrative Specialist.

Adoption of Agenda

Motion: Mr. Buckley made a motion to adopt the agenda. Mr. Butler seconded the motion. All were in favor and the motion passed.

Approval of Minutes

Motion: Mr. Scott made a motion to approve the May 19, 2022, meeting minutes. Mr. Mesenburg seconded the motion. All were in favor and the motion passed.

Public Comments

There were no Public Comments.

Director's Report

1. **NEW STAFF INTRODUCTION:**

Mr. Rembold welcomed and introduced the new Administrative Specialist, Rocio Rexrode.

2. **TAXIWAY A MARKINGS (HXD):**

Mr. Rembold mentioned that per last year's inspection recommendations, the taxiway markings are being repainted in advanced of this year's PAR 139 August inspection. Mr. Rembold informed that the markings of the new commercial apron expansion were completed.

3. **AIRPORT NEWS BRIEF:**

Mr. Rembold provided an update on the following items that were approved at the last meeting:

- Purchase of 36 Hunter Road – Passed first reading of ordinance on 6/13/22
- Approval to apply for SCAC funds for ARW terminal Phase 2 – The approval was to apply for grants this fiscal year. Next fiscal year it will be included in the ordinance, so approval will be needed only to accept the grant.

- Logo Reveal – Logo reveal event will take place in the Terminal on 6/30/22. The new logo, branding and colors will be displayed in business cards, letter head, and ads starting in the new fiscal year.
- AARF Truck – Couple of crew members will travel to Oshkosh to participate in the final inspection of the truck and delivery will follow soon after the final inspection. Mr. Rembold mentioned that the truck and the apron project were 100% funded by the FAA.
- Marketing - Marketing push in the following areas will start after turn of FY
 - Billboards on I-95 via Exit 8 and digital billboard on SC 170
 - SERG Menu guide – full page ad (170,000 distribution)
 - Expedia, Sojern online “intelligent” campaigns

Unfinished Business

There was no Unfinished Business.

New Business – Action Items

1. **HILTON HEAD ISLAND AIRPORT (HXD) - TBE WORK AUTHORIZATION 22-01 PROPERTY ACQUISITION AT EXEC AIR**

Mr. Bailey made a motion to approve the Hilton Head Island Airport (HXD) - TBE Work Authorization 22-01 Property Acquisition at Exec Air. Mr. Buckley seconded the motion. All were in favor and the motion passed.

2. **HILTON HEAD ISLAND AIRPORT (HXD) TO APPLY FOR TOWN OF HILTON HEAD ISLAND ATAX FUNDS FOR MARKETING**

Mr. Scott made a motion to approve the Hilton Head Island Airport (HXD) to apply for Town of Hilton Head Island ATAX funds for marketing. Mr. Butler seconded the motion. All were in favor and the motion passed.

3. **GRANT ACCEPTANCE: SCAC GRANT 22-011 \$14,495.00 FOR BEAUFORT EXECUTIVE AIRPORT (ARW) RW 7/25 REHAB DESIGN AND BIDDING**

Mr. Butler made a motion to move forward the grant acceptance: SCAC Grant 22-011 \$14,495.00 for Beaufort Executive Airport (ARW) RW 7/25 rehab design and bidding. Mr. Bailey seconded the motion. All were in favor and the motion passed.

4. **GRANT ACCEPTANCE: FAA AIP GRANT 17 \$260,917 FOR BEAUFORT EXECUTIVE AIRPORT (ARW) RW 7/25 REHAB DESIGN AND BIDDING (VOTE)**

Mr. Butler made a motion to move forward the grant acceptance: FAA AIP Grant 17 \$260,917.00 for Beaufort Executive Airport (ARW) RW 7/25 rehab design and bidding. Mr. Bailey seconded the motion. All were in favor and the motion passed.

Chairman Update

1. **FINANCE COMMITTEE**

Members: Howard Ackerman (Chair), Anne Esposito, Chris Butler, and Brian Turrisi.

The Committee has nothing new to report this month. They will keep the board informed of any developments.

2. **COMMUNICATIONS AND MARKETING COMMITTEE**

Members: Jim Buckley (Chair), Brian Turrisi, and Leslie Adlam Flory.

The Committee has nothing new to report this month. They will keep the board informed of any new developments.

3. **PASSENGER SERVICE COMMITTEE**

Members: Anne Esposito (Chair), Leslie Adlam Flory

The Ambassador Program at the Hilton Head Airport is underway. The lines have been significantly reduced.

4. **ARW FACILITIES USE AND IMPROVEMENT COMMITTEE**

Members: Chris Butler (Chair), Mark Bailey, and Trey Ambrose

The refurbishment of the interior of ARW is 90% complete. The funding for the design portion has been approved by the County.

5. **THE HHI AIRPORT GENERAL AVIATION IMPROVEMENT COMMITTEE (HXD)**

Members: Howard Ackerman and Brian Turrisi.

The Committee has nothing new to report this month. They will keep the board informed of any new developments.

Public Comments

There were no Public Comments.

Adjournment

Motion to adjourn was made at 2:03 pm. It passed unanimously.

Next Meeting

July 21, 2022, | 1:30 pm | Hybrid Meeting | Town of Hilton Head Island, One Town Center Ct., Hilton Head Island, SC.

For more information, please click here: [Airports Board \(T\) \(beaufortcountysc.gov\)](#)

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Visit our [Website](#).



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO AMEND RESOLUTION 2022/50 AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH COMMUNITYWORKS TO PROVIDE ADMINISTRATION AND MANAGEMENT SUPPORT FOR A DESIGNATED REGIONAL HOUSING TRUST FUND
MEETING NAME AND DATE:
County Council; January 9, 2023
PRESENTER INFORMATION:
Brittany Ward, County Attorney 5 Minutes
ITEM BACKGROUND:
County Council approved Resolution 2022/50 unanimously September 26, 2022
PROJECT / ITEM NARRATIVE:
<p>SoLoCo and other local governments commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo to recommend the establishment of a non-profit 501(c)3 Regional Housing Trust Fund (“RHTF”) in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, <i>inter alia</i>, allows for the establishment of RHTF among local governments.</p> <p>The local governments consists of Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Royal, City of Hardeeville, City of Beaufort, and Town of Yemassee. The aforementioned parties desire to contract with CommunityWorks, an existing 501(c)3, Community Development Financial Institution (CDFI) to serve as the fiscal agent for the RHTF and will manage the financial relationship with the participating local government entities.</p> <p>On September 26, 2022 County Council approved Resolution 2022/50 authorizing the County Administrator to enter into an agreement with CommunityWorks. Following Council’s approval, the County and CommunityWorks have discussed the agreement and determined it is mutually beneficial for significant changes to be made to the agreement in Exhibit A to Resolution 2022/50.</p>
FISCAL IMPACT:
Each participating entity will contribute 3% of their allocation from their ARPA appropriations in year 1; Beaufort County year 1 contribution will be \$1,119,523. ARPA Funds previously allocated. Administrative Fee of 10% of total funds allocated to the RHTF
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval.
OPTIONS FOR COUNCIL MOTION:
Approve/deny amendment to Resolution 2022/50 authorizing the County Administrator to enter into an agreement with CommunityWorks to provide administration and management support for a designated Regional Housing Trust Fund.

RESOLUTION 2023/_____

A RESOLUTION TO AMEND RESOLUTION 2022/50 AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH COMMUNITYWORKS TO PROVIDE ADMINISTRATION AND MANAGEMENT SUPPORT FOR A DESIGNATED REGIONAL HOUSING TRUST FUND

WHEREAS, Beaufort County Council (“Council”) authorized the County Administrator to enter into an agreement with CommunityWorks to provide administration and management support for a designated regional housing trust fund on September 26, 2022, when it approved Resolution 2022/50; and

WHEREAS, an agreement between Beaufort County (“County”) and CommunityWorks was attached and incorporated as Exhibit A to Resolution 2022/50; and

WHEREAS, following Council’s approval of Resolution 2022/50, the County and CommunityWorks have discussed the aforementioned agreement and determined that it is mutually beneficial for significant changes to be made to the agreement in Exhibit A to Resolution 2022/50; and

WHEREAS, the changes to the agreement in Exhibit A to Resolution 2022/50 include, but are not limited to, inclusion of specific manners of termination, description of requirements for an annual evaluation, defined terms for the disbursement of the administrative fee, inclusion of terms regarding disclosure of third party compensation, amending numerous miscellaneous terms, and amendment to the overall organization of the agreement; and

WHEREAS, the County desires to amend Resolution 2022/50 to replace the Exhibit A with Exhibit A attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, Beaufort County Council hereby amends Resolution 2022/50 to replace Exhibit A with the Exhibit A attached hereto. All other text remains as originally written.

DONE this ____ day of _____, 2023

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
AGREEMENT TO PROVIDE ADMINISTRATION
AND MANAGEMENT SUPPORT FOR A DESIGNATED
REGIONAL HOUSING TRUST FUND

THIS AGREEMENT TO PROVIDE ADMINISTRATION AND MANAGEMENT SUPPORT FOR A DESIGNATED REGIONAL HOUSING TRUST FUND ("Agreement") is entered into on the ___ day of _____, 2023 ("Effective Date") by and between the County of Beaufort (hereafter referred to as "County") and CommunityWorks (hereafter referred to as "CW"), collectively hereafter referred to as the "Parties" and individually as a "Party".

WHEREAS, Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and City of Hardeeville belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board ("SoLoCo"); and

WHEREAS, the government entities of SoLoCo desired to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of City of Beaufort, Town of Port Royal and Town of Yemassee to also participate in the initiative (these three government entities together with the five government entities of SoLoCo are referred to herein collectively as the "Participating Government Entities" and each individually as a "Participating Government Entity"); and

WHEREAS, the Participating Government Entities recognize that decent, affordable housing is important in that it fulfills a basic human need for shelter, contributes to the well-being of families, provides stability which may lessen the catalysts of physical illness and mental illness and stress, and is a critical component of the economic vitality of the region to attract and retain employees in the local workforce; and

WHEREAS, to address these regional issues the Participating Government Entities have entered into an Intergovernmental Agreement, attached hereto and incorporated herein by reference as Exhibit A (hereafter referred to as the "IGA"), establishing the desire and authority to jointly create, fund, and operate a regional housing trust fund along with the creation of an Oversight Board to improve affordable housing; and

WHEREAS, the IGA authorizes Beaufort County to contract with CW, an existing 501(c)(3) Community Development Financial Institution (CDFI), to serve as the fiscal agent for the regional housing trust fund, and Beaufort County will manage the financial relationship with the Participating Government Entities who have executed the IGA and CommunityWorks; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which they shall work together to accomplish the goals and objectives set forth below;

WHEREAS, the IGA has been executed by all interested Participating Government Entities and the Parties have reached an Agreement for the establishment of a Regional Affordable Housing Trust Fund (the "Fund") to be operated and administrated by CW to assist the region in accomplishing the goals and objectives set forth below; and

WHEREAS, the Fund will be capitalized through an initial contribution of \$2,035,058 to CW to establish the Fund as outlined in the Funding Chart agreed upon in the IGA, where said Funding Chart is attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, the Parties have agreed any and all donations, contributions and equity and/or debt investments will be made to CW on behalf of the Fund to support the mission outlined below and included in the IGA.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged and affirmed by the Parties, it is agreed as follows:

1. MISSION

This Agreement has been established with the following intended mission in mind: to support the increased development and preservation of affordable and workforce housing in the Jasper- Beaufort region to include the jurisdictions governed by the Participating Government Entities.

2. PURPOSE AND SCOPE

This Agreement shall provide the structure, roles, responsibilities, and obligations of the Parties in connection with the establishment, operation, and administration of the Fund. CW will act as the Fund's fiscal agent and program administrator. CW staff will work with Participating Government Entities' designated staff to develop programs and policies that support the mission of the Fund. CW will provide operational, program, financial and administrative oversight, and support for the Fund. CW will contract these services through Beaufort County but will be responsible for all engagement and reporting outlined in the executed IGA.

3. OBJECTIVE

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain the effective and efficient deployment of financing for the promotion of affordable and workforce housing.

4. TERM and TERMINATION

- A. *Effective.* This Agreement shall become effective on the date indicated above and continue for an initial term of three (3) years ("Initial Term"). Thereafter, unless notice of termination has been provided as set forth herein below, this Agreement shall automatically renew from year to year (each, a "Renewal Term").
- B. *Annual Evaluation Required.* Both Parties agree to an annual evaluation of this Agreement, where said evaluation shall occur between May 1st and June 15th of each year. CW shall provide the County with a written report no later than May 1, if May 1 falls on a weekend, then the report shall be provided on the Monday following May 1. The written report must include, but is not limited to, the following information related to (i) the Fund and (ii) projects financed by the Fund and pending projects intended to be financed by the Fund ("Projects") :
 - financial summary of the Fund for the previous year
 - an up-to-date financial summary of the loan origination fees and loan interest charged to borrowers by CW
 - list of borrowers from previous year and the funding amounts provided
 - an update on pending Projects
 - goals for the upcoming year
 - any additional information reasonably related to the Fund or Projects if requested by the County in writing no less than ten (10) business days prior to May 1.

Upon receipt of the report, the County shall provide a copy of the report to each of the Participating Government Entities. After review, if additional information reasonably related to the Fund or Projects is desired by the County, then the County must submit a written request for said information to CW and CW

must provide a written response within ten (10) business days.

1. *First Year Evaluation.* The Parties mutually agree that the required annual evaluation as provided for in this Section is not required in the first year of this Agreement, said first year evaluation period being defined as the evaluation that would occur in 2023, of the Initial Term; but shall be required in every following year pursuant to this Agreement.
2. *Termination Resulting from Evaluation.* Following the completion of the annual evaluation, if either Party desires to terminate this Agreement, the Party that desires to terminate shall provide the other Party with thirty (30) calendar days prior written notice of desired termination, provided that the notice of termination under this Section must be delivered to the other Party on or before June 30.

C. *Termination Without Cause.* Upon at least six (6) months prior written notice, either Party may terminate this Agreement at the end of the Initial Term or any Renewal Term for any reason.

D. *Termination for Cause.* During the Initial Term or any Renewal Term, this Agreement may only be terminated for cause if a Party breaches its obligations hereunder and fails to cure such breach within thirty (30) calendar days of receipt of a written notice of the breach from the other Party.

E. *Termination for Non-Appropriation of Funds.* Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party in the event that sufficient appropriation of funds from any source (whether federal, state, county or other source) are not made or sufficient funds are otherwise unavailable to the Participating Government Entities and the lack of funding does not allow the County to pay (i) the minimum annual contribution to the Fund set forth on Exhibit B attached hereto and incorporated herein by reference (the "Minimum Annual Contributions"); or (ii) the Administrative Fee due to CW under this Agreement. In the event that sufficient funding is not appropriated, the County shall not be responsible for providing supplemental funding if any one Participating Government Entity fails to acquire the required funds, and any lack of funding shall not be deemed a breach of this Agreement as provided for in Section 4(D). If this Agreement is terminated under this Section, CW shall be compensated for all necessary and reasonable direct costs of performing the services provided to the date of such termination. CW will not be compensated for any other costs in connection with a termination for non-appropriation. CW will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

1. *Alternative to Termination.* If the Parties have the right to terminate the Agreement under Section 4(E) but neither Party elects to terminate within thirty (30) days after the County provides notice to CW of a funding deficiency, then the Parties agree to mutually cooperate to resolve the deficiency of funding by amending this Agreement. Resolution includes, but is not limited to, amendment to the Administrative Fee, amendment to Exhibit B, or any other mutually agreeable option to allow for the Fund and this Agreement to continue.

F. *Mutual Termination.* In addition to any other rights to termination set forth in this Agreement, the Parties may mutually agree to terminate this Agreement prior to the expiration of any term.

5. ADMINISTRATIVE FEE

A. *Administrative Fee Generally.* During the Initial Term and each Renewal Term, unless otherwise mutually agreed by the Parties, the County will pay CW an administrative fee (hereafter referred to as the "Administrative Fee"), as specified herein below, to provide the staffing, programming, technical services and expertise to establish and manage the Fund pursuant to this Agreement. The Administrative Fee shall be paid annually, in advance, for the forthcoming year within ten (10) business days following each

anniversary date of this Agreement.

- B. *Administrative Fee Rate.* The Administrative Fee for the initial year of services, which shall be due within ten (10) business days of the Effective Date, will be equal to 10% of the Minimum Annual Contribution applicable for Year 1, thus resulting in an Administrative Fee of \$203,505.80. For each subsequent year, the Administrative Fee shall be equal to 10% of the Minimum Annual Contribution amount required to be paid on or before the anniversary date for the forthcoming year.
1. *Additional Funding Beginning of Year.* If the Participating Government Entities increase the aggregate contribution paid to the Fund at the beginning of a year above the Minimum Annual Contribution required for such year, the Administrative Fee shall be calculated using the actual contribution amount rather than the Minimum Annual Contribution amount.
 2. *Additional Funding After Beginning of Year.* If any or all of the Participating Government Entities desire to contribute additional funds to the Fund after the beginning of the year (after the annual Administrative Fee for such year has been calculated and paid), the Parties agree to work cooperatively to determine if an Administrative Fee is to be paid to CW from the additional contribution. The Parties agree the aforementioned determination of additional Administrative Fee must be made *prior* to such additional funds being contributed. If the Parties do not mutually agree to the amount of the additional Administrative Fee for such additional funds being contributed, then CW is under no obligation to accept such funds. As information only and not as a binding commitment of either Party, in most circumstances CW would expect to be compensated at a similar rate as stated in Section 5(B) for the administration and deployment of additional funding contributed after the beginning of the year.
- C. *Other Compensation to CW.* All other compensation to CW will be in the form of loan origination fees and loan interest charged to borrowers pursuant to loans approved and deployed from the Fund. For the avoidance of doubt, CW is entitled to all loan origination fees and loan interest charged to borrowers, and none of the Government Participating Entities expect to receive any portion of such fees and interest.

Except for payment of the Administrative Fee and as otherwise expressly provided in this Agreement, CW shall receive no other compensation from the County or the Participating Government Entities for the services provided under the terms of this Agreement. Nothing in this Agreement shall preclude CW from charging or collecting a reasonable origination fee for processing applications or interest spread from borrowers for financing.

- D. *Disclosure of Third Party Compensation.* As used in this Section, “Interested Person” means any individual or entity that desires to be involved in a Project or would profit from a Project. Prior to any substantial steps in any Project, specifically prior to CW presenting any Project to any committee or council, CW shall disclose if CW has ever accepted any form of compensation, monetary donation, or gift from any Interested Person related to such Project. For the avoidance of doubt, the foregoing disclosure requirement is not intended to require CW to disclose funding sources and donors who have contributed to CW’s operating and capital funds that CW may choose to utilize in such Project (consistent with CW’s obligations to under Section 6(A)(4)(b)), nor is it intended to require CW to disclose prior arm’s length business transactions with a third party in unrelated projects when the third party may also be involved in such Project, but rather it is intended to require CW to disclose donations, gifts, or non-arm’s length compensation from Interested Persons which could be reasonably perceived as being given by the Interested Person to gain favor with CW or to induce CW to involve the Interested Person in the Project. Following completion of any Project, CW shall not at any time accept from any Interested Person any form of non-arm’s length compensation, monetary donation, or gift as a result of, or pursuant to, a Project or as a result of negotiations without disclosing said aforementioned compensation to the County in writing. The terms of this Section are not to be interpreted to impede on CW’s ability to obtain donations (in cash or other property), funding, or arm’s length compensation from third parties. For the avoidance of doubt, when CW utilizes funds from its operating and capital funds to support a Project, CW’s monies will be segregated from the Fund’s account and will not be commingled with the Fund.

6. OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

In exchange for the Administrative Fee and additional costs set forth in Section 5 of this Agreement, CW will provide the operational, administrative, and support services as part of its Fund Management activities as described in this Section. The County acknowledges that it must provide necessary support to CW for the Fund to be successful, said support is defined in this Section.

A. CW Responsibilities and Obligations.

1. *Administrative Support.* CW agrees to provide the following Administrative Support:
 - a. Provide appropriate staff, office space, equipment and supplies for CW employees who are providing administrative support and management to the Fund;
 - b. CW will host all information about the Fund on its website and link to Participating Government Entity sites as needed;
 - c. Provide human resource support and staff to support and manage the Fund to include but not limited to marketing, lending, underwriting, compliance, oversight, fundraising and management;
 - d. Hire a Regional Program Director to manage and run the day-to-day operations of the fund located in Jasper – Beaufort area; and
 - e. CW's CEO will provide direct leadership to the Fund and peer level support to any staff defined by the County and Participation Government Entities.
2. *Financial Support.* CW agrees to provide the following Financial Support:
 - a. Act as the fiscal agent for the Fund, including managing all operating and program funds in a defined bank account, accepting funds on the Participating Government Entities behalf to support the Fund, managing accounts payable and receivables on behalf of the Fund, managing and preparing financial reports for designated staff and any other parties defined by the County and Participating Government Entities, including providing an annual audit, and providing other financial reports;
 - b. Enter into agreements on behalf of the Fund where necessary to receive funding and/or investments;
 - c. Review loan applications for funding based on the Funds policies;
 - d. CW will enter into approved loan and/or funding agreements on behalf of the Fund;
 - e. The Fund will be a part of CW's consolidated financials under a specified reserve account;
 - f. CW will provide quarterly financial statements for the Fund along with any defined reports to designated staff.
3. *Loan Program Support.* CW agrees to provide the following Loan Program Support:
 - a. Providing underwriting services for the Fund utilizing CW's Loan Policies and Procedures;
 - b. Utilizing CW's affordable housing financing and credit policies to underwrite loan applications;
 - c. Providing participation and co-lending opportunities with CW's CDFI funding where appropriate;
 - d. Working with the Participating Government Entity staff to present eligible projects to CW's Loan Committee for analysis and recommendations;
 - e. Present final credit memos and funding recommendations to the Fund's Board as outlined in the IGA;
 - f. Preparing Loan Closing packets;
 - g. Closing loans approved;
 - h. Deploying the Fund's approved funding to eligible borrowers;
 - i. Managing the Fund's loan portfolio including loan loss reserves, loan maintenance, collections and notices; and
 - j. Providing the County with quarterly portfolio status reports.
4. *Other Program Support.* CW agrees to provide other Program Support as follows:

- a. CW will work with the Participating Government Entities to define and jointly agree upon future activities that may include, but are not limited to, other financing and equity like product development;
- b. CW will leverage additional operating and capital funds from other public and private sources to support regional objectives;
- c. CW and the participating Government Entities will work together to support advocacy and policy action; and
- d. CW will work with the participating Government Entities in providing education and outreach to support the mission of affordable housing.

B. *County Responsibilities and Obligations.*

1. *Administrative Support.* County agrees to provide Administrative Support as follows:
 - a. Execute the IGA with all Participating Government Entities to establish the Fund;
 - b. Act as the lead administrator of the Fund and enter into this Agreement with CW to administer the Fund;
 - c. Pay the Administrative Fee, in accordance with Section 5 above, to CW for the aforementioned activities and support;
 - d. Cause the Participating Government Entities to collectively contribute the applicable Minimum Annual Contribution to the Fund for each year during any term of this Agreement. If the Participating Government Entities do not collectively contribute sufficient funds to meet the Minimum Annual Contribution, either Party may terminate this Agreement pursuant to Section 4(E);
 - e. Working with CW to finalize the Fund's Program budget based on public and private commitments;
 - f. Providing approval and authorization to CW for loan fund expenditures;
 - g. Reimbursing CW for any expenses associated with the Fund not covered by the Administrative Fee, including, but not limited to, expenses associated with special programs, audits, legal services, public relations activities, and marketing; and
 - h. Establishing a Board that will provide guidance and direction to CW to support the Fund and its mission.
2. *Fundraising Support.* County agrees to provide Fundraising Support as follows:
 - a. Identifying and raising revenue sources to finance affordable and workforce housing;
 - b. Identifying and raising operating support for the Fund in partnership with CW; and
 - c. Making collective fundraising requests for public and private sources and exploring revenue sources to support the Fund's activities and programs.
3. *Programmatic Support.* County agrees to provide Programmatic Support as follows:
 - a. Providing funds to finance affordable housing projects based on the Fund's Program Polices;
 - b. As outlined in the IGA, an Oversight Board will be established to provide guidance and oversight of the Fund;
 - c. Participating Government Entities may recommend projects for financing to the CW Loan Officer and Loan Committee for consideration;
 - d. The established Board will review loans presented by CW's Loan Officer and Loan Committee recommended for financing consideration;
 - e. Participating Government Entities may provide additional funding and or support from other sources to a Project to include but not limited to CDBG, HOME, guarantees, loan loss reserve; and
 - f. Participating Government Entities in partnership will develop a Fund marketing and PR strategy.

C. *Parties' Joint Responsibilities and Obligations.* Where appropriate, the Parties agree to jointly engage in the following:

- a. Evaluating and underwriting Projects with both CW and County funding sources in mind;
- b. Ensuring Projects meet program requirements;
- c. Maintaining affordability controls;
- d. Annual monitoring of funded Projects;
- e. Advocating for policies that promote and preserve affordable and workforce housing;
- f. Making joint funding requests;
- g. Cultivating housing partners, developers, and advocates;
- h. Providing technical assistance to developers and borrowers;
- i. Increasing educational opportunities, including, but not limited to, developer forums, workshops, housing summits, etc.; and
- j. Where appropriate, jointly using logos and co-branding in press releases, marketing materials, and other documents and communications.

7. MISCELLANEOUS TERMS

A. *Notices.* All notices required or permitted under this Agreement shall be in writing. Notices shall be deemed delivered when (a) personally delivered; (b) five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party; (c) one (1) day after facsimile transmission, provided that a hard copy of the facsimile transmission is promptly mailed in the manner set forth in subsection (b) above; or (d) receipt of an email is acknowledged by the recipient by reply email (provided that an automatic “read receipt” or “out of office” reply does not constitute acknowledgment of receipt for purposes of this Section). All notices and payments shall be sent to the address shown below or to such other address as may from time to time be designated by written notice.

If to County, To:
 Beaufort County
 Attn: County Administrator
 P.O. Drawer 1228
 Beaufort, SC 29901
 Phone: 843-255-2027
 Email: egreenway@bcgov.net

To County, With Copy to:
 Beaufort County
 Attn: County Attorney
 P.O. Drawer 1228
 Beaufort, SC 29901
 Phone: 843-255-2055
 Email: bward@bcgov.net

If to CW, To:
 CommunityWorks
 Attn: LaTorrie Geer
 PO Box 17826
 Greenville, SC 29606
 Phone: 864-235-6331
 Email: lgeer@cwcarolina.org

To CW, With Copy to:
 Fox Rothschild LLP
 Attn: Henry M. Gallivan, Jr.
 2 W. Washington Street
 Suite 1100
 Greenville, South Carolina 29601
 Email: hgallivan@foxrothschild.com

B. *Default.* Pursuant to the terms and conditions of this Agreement, in the event of a default by either Party, the non-defaulting Party may seek any available remedy in equity or at law as a result of such failure to perform, including but not limited to, any action for specific performance of obligations recited in this Agreement; but the Parties mutually agree that the County or the Participating Government Entities shall not be forced to appropriate funding for the Fund. The defaulting party shall thereafter not be entitled to any additional compensation arising under this Agreement.

- C. *Relationship of Parties.* The Parties hereto intend that no master/servant employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Parties other than that which is expressly stated herein. The agents and employees of CW and the methods utilized by CW in fulfilling its obligations hereunder shall lie solely and exclusively with CW; and CW's agents and employees shall not be considered agents or employees of the County for any purpose. No person employed by CW shall have any benefits, status, or right of employment with the County.
- D. *Indemnification.* The Parties mutually agree that to the fullest extent provided by law, each party shall indemnify, defend, and hold harmless, and its respective agents, employees, and volunteers, from and against any and all claims, demands, lawsuits, or other actions that may arise out of this Agreement from the actions or negligence of its employees, agents, or volunteers that may be the basis for such claim, demand, lawsuit, or other similar action.
- E. *Entire Agreement.* This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the Parties pertaining to such subject matter.
- F. *Captions.* The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit, or define the test of any section or any subsection hereof.
- G. *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.
- H. *Counterparts.* This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the scanned or photographed signatures and initials to this Agreement shall be deemed valid and binding upon the Parties as if the original signatures and initials were present on the Agreement.
- I. *Binding Nature and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, this provision shall not be construed to permit or allow assignments not otherwise allowed under this Agreement.
- J. *Waiver.* No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either Party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either Party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.
- K. *Governing Law and Severability Clause.* This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought in the courts of the State of South Carolina in Beaufort County or, if it has or can acquire jurisdiction, in the United States District Court for the District of South Carolina. If for some reason a court finds any provision of the Agreement, or portion thereof, unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have affixed their signature hereto the date first written hereinabove.

COUNTY OF BEAUFORT

COMMUNITYWORKS

Eric L. Greenway
Beaufort County Administrator

LaTorrie Geer
Chief Executive Officer

Exhibit A
IGA

See attached.

Exhibit B
Minimum Annual Contributions

Year Sum	
Y1	\$2,035,058
Y2	\$515,000
Y3	\$530,750
Y4	\$546,672
Y5	\$563,072
Y6	\$579,965
Y7	\$597,363
Y8	\$615,284
Y9	\$633,743
Y10	\$652,755
Sum	\$7,269,662



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Beaufort County Green Space Program – Timeline and Application Process to Appoint Green Space Advisory Committee and Establish Green Space Program
MEETING NAME AND DATE:
Community Services and Land Use Committee Meeting, January 9, 2023
PRESENTER INFORMATION:
Robert Merchant, Planning and Zoning Department Director 20 minutes
ITEM BACKGROUND:
On November 8, 2022, Beaufort County voters approved a referendum which authorized the establishment of the Beaufort County Green Space Program. The purpose of the Green Space Program is to preserve open space, to protect critical and natural resources, and/or to provide land for recreation. It allows for the purchase of development rights and fee simple interest in lands that are threatened by development, which, if it occurs, will have detrimental effects on land use patterns, traffic, public safety, stormwater runoff, water quality or other conservation objectives. The Green Space Program requires the establishment of a Green Space Advisory Committee which will, among other duties, develop the program criteria, application process, and review and recommend to Council lands to be acquired through the program. The Advisory Committee’s membership requirements and duties are established in Beaufort County’s Ordinance No. 2022/39.
PROJECT / ITEM NARRATIVE:
The Community Service and Land Use Committee is being asked to review and recommend to Council the following items: <ul style="list-style-type: none">• An application for membership on the Green Space Advisory Committee;• The definition of state required Committee representation from the north, south, east and west (see attached map);• A timeline for appointing the Green Space Advisory Committee and establishing the program criteria.
FISCAL IMPACT:
Not for this particular action.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval
OPTIONS FOR COUNCIL MOTION:
To recommend to Council approval or denial of the following items: <ul style="list-style-type: none">• An application for membership on the Green Space Advisory Committee;• The definition of state required Committee representation from the north, south, east and west (see attached map);• A timeline for appointing the Green Space Advisory Committee and establishing the program criteria.



COUNTY COUNCIL OF BEAUFORT COUNTY

Green Space Advisory Committee Application



Item 17.

On November 8, 2022, Beaufort County voters approved a referendum which authorized the establishment of the Beaufort County Green Space Program in accordance with Section 4-10-1010 et seq. of the Code of Laws of South Carolina. The purpose of the Green Space Program is set forth in detail in Beaufort County’s Ordinance No. 2022/39 and applicants are encouraged to review the ordinance in its entirety. The overall purpose of the program is to preserve open space, to protect critical and natural resources, and/or to provide land for recreation. It allows for the purchase of development rights and fee simple interest in lands that are threatened by development, which, if it occurs, will have detrimental effects on land use patterns, traffic, public safety, stormwater runoff, water quality or other conservation objectives.

The Green Space Program requires the establishment of a Green Space Advisory Committee. The duties and responsibilities of the Advisory Committee are:

- to identify stakeholder groups with extensive knowledge of and experience in land preservation to assist with recommendations to the Advisory Committee on which area and types of properties to target for acquisition;
- to develop and recommend to County Council for adoption program Criteria to guide the identification and prioritization of lands to be acquired through the Green Space Program;
- to develop and recommend to County Council an application process that includes a measurable scoring system based on adopted program criteria;
- to submit to South Carolina Department of Revenue, Council approved program criteria and application process for acknowledgement;
- to review and recommend to Council, lands to be acquired based on the adopted program criteria and scoring system; and
- to perform such other duties as may be assigned by County Council.

Minimum Requirements: To be considered for appointment to the Green Space Advisory Committee, applicants shall possess considerable experience with, and a comprehensive knowledge of, the geography and condition of Beaufort County’s land, the natural environment, land development dynamics, and land preservation and development.

DATE: _____ NAME: _____

OCCUPATION: _____

TELEPHONE: _____ EMAIL: _____

HOME ADDRESS: _____ STATE: _____ ZIP CODE: _____

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

If “yes”, when does the term expire? _____

If recommended by a Council Member, indicate name and relationship: _____

Which County region do you reside in (see attached map)? North South East West

Please answer the following questions in detail. Provide additional sheets if necessary

1. Please explain why you want to serve on the Green Space Advisory Committee.
2. Please describe your professional background, skills and experience and how they contribute to you being an exceptional candidate to serve on the Committee.
3. What do you envision as the role of the Green Space Advisory Committee?
4. Please describe in detail what your understanding of the most pressing development and preservation issues of the region that could be addressed by the Green Space Program.
5. Please provide a resume and any additional documentation and/or information that you believe could assist the Selection Committee in considering your application.

Applications without a resume cannot be considered. Applications will be held for three (3) years for consideration. All information contained on this application is subject to public disclosure.

Applicant's Signature: _____ Date: _____

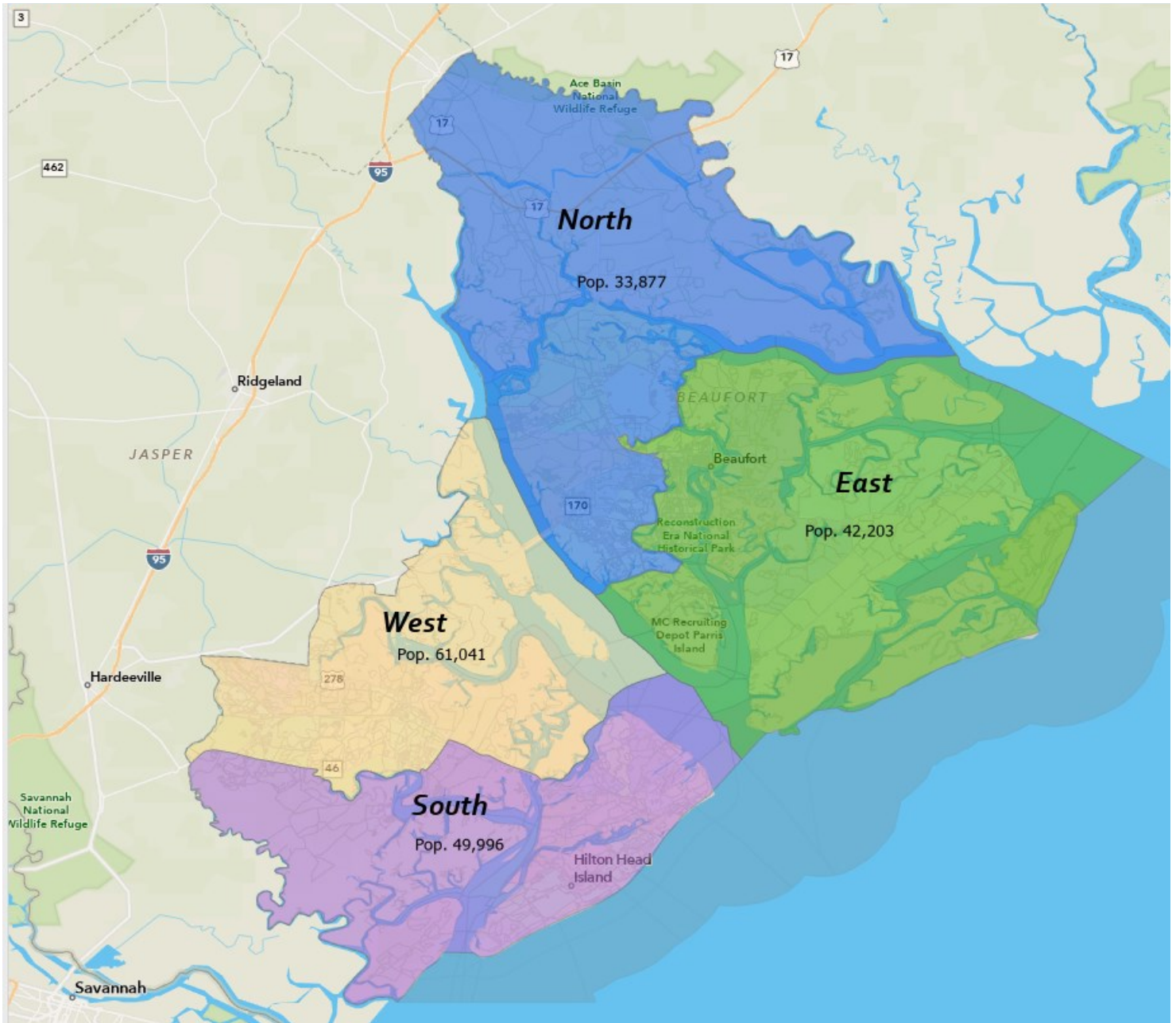
Green Space Program - County Region Map - Option A

Following Natural Boundaries



Green Space Program - County Region Map - Option B

Following Natural Boundaries with modifications to render more equal population distribution.



Timeline of Selection Process and Green Space Advisory Committee Implementation

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov
Approval of Committee Selection Process	■										
January 9 - Land Use Review and Recommendation											
January 9 - County Council Review and Recommendation											
Application Window Open for Committee Applicants	■	■									
January 17 - Advertise											
February 21 - Deadline for Applications											
Review of Applications			■								
March 13 - Recommendations for Interviews presented to the Land Use Committee											
Interview Applicants				■							
April 24 - Final Slate of Committee Members presented to Council for approval											
Committee Develops Program Guidelines				■	■	■					
Committee to meet weekly to develop application process and program criteria to guide the identification and prioritization of lands to be acquired through the program											
Council Approval of Program Guidelines							■	■			
June 26 - Council to review, approve and send to the Department of Revenue											
Receipt of Green Space Tax Revenue								■	■	■	■
August 2023 - Receipt of 2nd Quarter Revenue											
November 2023 - Receipt of 3rd Quarter Revenue											



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
ARPA – GOOD NEIGHBOR PROGRAM – MUNICIPALITY FUNDING REQUESTS
MEETING NAME AND DATE:
Finance Committee – 11/21/2022
PRESENTER INFORMATION:
Hank Amundson – Special Projects Director 5 Minutes
ITEM BACKGROUND:
ARPA funds were accepted and budgeted by Beaufort County Council earlier in 2022. One program is named the "Good Neighbor Program". The program sets aside an allocation of \$500,000 per municipality within the Beaufort County for their use in furthering agreed upon initiatives throughout the 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 with specific uses for these funds must be made by the Municipalities. 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 City of Beaufort is requesting the second half (\$250,000) of their allocation. The proposed use is to support Affordable Housing through the newly established trust. See attached request letter.</p> <p>The Town of Hilton Head Island is requesting their full \$500,000 allocation. The proposed uses are to fund the Affordable Housing Trust Fund and create and fund a Community Development Corporation to benefit the historically underserved populations on the Island. See attached request letter.</p> <p>The City of Hardeeville has requested their full \$500,000 allocation. The use is to support joint projects coordinated and executed by the County Engineering Department. The Request Letter the referenced Intergovernmental Agreement are attached.</p>
FISCAL IMPACT:
ARPA funds have been allocated. These requests total \$1,250,000 and are broken down as follows: City of Beaufort - \$250,000 Town of Hilton Head Island - \$500,000 City of Hardeeville - \$500,000

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of these requests.

OPTIONS FOR COUNCIL MOTION:

Motion to approve or deny staff recommendation to disperse and monitor ARPA GOOD NEIGHBOR PROGRAM funds.

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.



CITY OF BEAUFORT

1911 Boundary Street
Beaufort, SC 29902

William A. Prokop
CITY MANAGER
843-525-7070
FAX 843-525-7013

Item 1.

October 10, 2022

Beaufort County
Mr. Hank Amundson
Special Projects Director
P.O. Drawer 1228
Beaufort, SC 29901

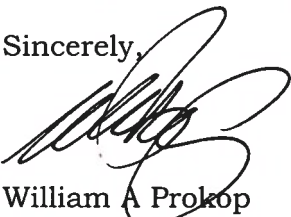
Re: Request for balance \$250,000 from ARPA Good Neighbor Fund

Dear Mr. Amundson:

Thank you for processing all the documentation for our first draw from the ARPA Good Neighbor Fund. The purpose of this letter is to request the remaining \$250,000 that we will use to cover the City of Beaufort's share of the Regional Housing Trust Fund for the initial payment and the first two years of operation.

Once received the city will issue payment to the trust fund. Any excess funds will be used towards city affordable housing needs and will be documented accordingly.

If you have any questions, please contact me.

Sincerely,

William A Prokop
City Manager

843-525-7070
FAX (843) 525-7013

INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY, JASPER COUNTY AND CITY OF HARDEEVILLE FOR SC 170 NEAR TERM IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) by and between Beaufort County, Jasper County and City of Hardeeville is made and entered into this 2nd day of June 2022.

WHEREAS, SC 170 between US 278 and SC 462, a 4.5-mile section of highway, has been identified as a corridor in need of improvement; and

WHEREAS, Lowcountry Area Transportation Study commissioned an access management study in 2019 for the corridor that identified the long-term, medium-term, and near-term improvements, of which the latter identified 7 projects.

WHEREAS, one of the projects, signal installation at SC 462, has already been installed by Beaufort and Jasper Counties; and

WHEREAS, the estimated construction cost of the remaining 6 projects identified in the near-term improvements is \$3 million (hereinafter “Project”), and

WHEREAS, Beaufort County has contracted for the design and permitting for the near-term improvements for a cost of \$208,000 and is committed to funding \$1.5 million of construction costs, and

WHEREAS, Jasper County is committed to funding \$1 million construction costs, and

WHEREAS, the City of Hardeeville is committed to funding \$500 thousand of construction costs, and

WHEREAS, construction expenditures for the project will be shared amongst the three parties at the pro-rated percentages as described below, and

WHEREAS, in the event of any project overruns to the project including but not limited to construction, construction administration, right-of-way acquisition, utility relocation, will be shared amongst the three parties at the pro-rated percentages as described below with unanimous consent of all three parties, and

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, the City and the Counties hereby agree as follows:

- 1. Construction will be funded by each party as follows:

\$1,500,000 - Beaufort County	(50%)
\$1,000,000 - Jasper County	(33%)
<u>\$500,000</u> - City of Hardeeville	(17%)

\$3,000,000

- 2. Beaufort County shall assume responsibility for the planning, award, administration, and management of all contracts concerning, relating and pertaining to the Project. Beaufort County will provide regular ongoing written status reports to the other parties on the project.
- 3. In the interest of continuity, timely response to issues which arise and fiscal control over the Project, Beaufort County will be responsible for day to day oversight of the Project.
- 4. Beaufort County will be responsible for the procurement, administration, and cost of the design phase of the project to include all necessary permitting. The roadway infrastructure will be designed to adhere to the most recent SCDOT standards and specifications.
- 5. Beaufort County shall deduct ten (10%) percent from the construction contractor payment as retainage. Retainage may, in Beaufort County's sole discretion, be reduced to five (5%) percent upon fifty (50%) percent completion of the Project. All retainage will be paid upon satisfactory completion of the Project as required by the Contract Documents.
- 6. Any notice under this Agreement shall be delivered in writing to the following:

To the County of Beaufort: Mr. Eric Greenway
 County Administrator
 P. O. Drawer 1228
 Beaufort, SC 29901-1228

To the County of Jasper: Mr. Andrew Fulghum
 County Administrator
 P. O. Box 1149
 Ridgeland, SC 29936

To the City of Hardeeville: Mr. Michael Cymbor
 City Manager
 205 Main Street
 Hardeeville, SC 29927

- 7. All parties agree that procurement of goods or services in the furtherance of the Project shall be pursuant to Beaufort County procurement policies, ordinances and/or guidelines as well as any relevant state or federal procurement requirements which may be applicable if state and/or federal grant funding is received. The parties expressly agree to be bound by the County's interpretation of the same.
- 8. This Agreement constitutes the full and complete agreement between the parties relative to the Project. Neither party relies upon, or has the right to rely upon, any representation regarding the terms of this Agreement regardless of whether such representations are oral or written, consistent or inconsistent with the terms set forth herein. This Agreement supersedes and replaces all previous Agreements discussion between the parties relating to

the Project. To the extent any term or condition of this Agreement contradicts a term or condition in a previous Agreement or discussion, the terms and conditions set forth herein shall prevail.

- 9. This Agreement cannot be amended except in writing and with the mutual consent of the parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

WITNESSES:

Cheryl Harris

Joshua A. Woods

Lori Pomanewi

By: Eric H. Greenway

Eric Greenway, Beaufort County
County Administrator

By: [Signature]

Andrew Fulghum, Jasper County
County Administrator

By: [Signature]

Michael Czymbor, City of Hardeeville
City Manager

RESOLUTION No. 2022-5-19C

A RESOLUTION OF THE CITY OF HARDEEVILLE, SOUTH CAROLINA, CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT COUNTY TO CONTRIBUTE FUNDING TO SC 170 TRAFFIC IMPROVEMENTS

WHEREAS, the City of Hardeeville, SC wishes to provide its citizens and residents with adequate and satisfactory roadways and transportation infrastructure; and

WHEREAS, the SC 170 Access Management Plan has identified a need for significant improvements to the roadway; and

WHEREAS, the City recognizes the need for regional solutions to certain issues impacting residents, businesses and visitors to the area; and

WHEREAS, the City of Hardeeville wishes to participate with other local jurisdictions to fund the identified near-term improvements to the roadway; and

WHEREAS, the City of Hardeeville wishes to contribute \$500,000 toward the construction of the improvements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hardeeville, SC, that the City Manager is authorized to enter into an intergovernmental agreement with Beaufort and Jasper Counties to contribute funding toward the near-term SC 170 roadway improvements:

PASSED AND ADOPTED by the City Council of the City of Hardeeville, SC this 19th day of May 2022.

CITY OF HARDEEVILLE, SC

Harry Williams
By: **HARRY WILLIAMS, MAYOR**

ATTEST:

Lois Pomanew

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]

CITY ATTORNEY

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928
(843) 341-4600 Fax (843) 842-7728
www.hiltonheadislandsc.gov

John J. McCann
Mayor

William D. Harkins
Mayor Pro Tem

Council Members

Thomas W. Lennox
David Ames
Tamara Becker
Glenn Stanford
Alexander Brown, Jr.

Marc Orlando
Town Manager

Beaufort County
Attention: Hank Amundson
100 Ribaut Road
Beaufort, SC 29902

Dear Mr. Amundson,

At its meeting on November 1, 2022, Town Council approved a Resolution for the use of the "Good Neighbor" funds from the American Rescue Plan Act (ARPA) for Beaufort County toward the Town's participation in the Regional Housing Trust Fund and as seed funding for the Town's new Community Development Corporation in accordance with Federal Guidelines.

Specifically, the Town of Hilton Head Island intends to use the first year of funding as follows:

- \$156,815 towards the Town's participation in the Regional Housing Trust Fund
- \$343,185 towards the startup of the Community Development Corporation to address areas and neighborhoods negatively affected by the Covid pandemic

Thank you for distributing these funds to the local jurisdictions. We appreciate the partnership to serve our constituencies together.

Sincerely,



Marc Orlando, ICMA-CM
Town Manager



MEMORANDUM

Mr. Hank Amundson
Special Project Director, Beaufort County
P.O. Drawer 1228
Beaufort, SC 29901-1228

Dear Mr. Amundson,

The City of Hardeeville is appreciative of the opportunity to take advantage of the "Good Neighbor Fund" that Beaufort County has created to assist local communities in implementing regionally beneficial projects. The City wishes to use its \$500,000 allocation to satisfy its commitment as identified in the attached Intergovernmental Agreement.

These funds will complement other monies from Beaufort and Jasper Counties in constructing the "Near-term SC 170 Improvements". Please do not hesitate to contact me should you have any questions about this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael J. Czymbor", is written over the word "Sincerely,".

Michael J. Czymbor
City Manager



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
ARPA - NURSING PILOT PROGRAM - PART 2 - JOINT TRAINING FACILITY FUNDING REQUEST
MEETING NAME AND DATE:
Finance Committee – 11/21/22
PRESENTER INFORMATION:
Hank Amundson – Special Projects Director 5 Minutes
ITEM BACKGROUND:
ARPA Funds were accepted and budgeted by Beaufort County Council in early 2022. Workforce Development and specifically, the field of Nursing, was identified as a priority to be addressed with ARPA Funds. This is step 2 of the Nursing Pilot Program Initiative.
PROJECT / ITEM NARRATIVE:
<p>Collaborative Nurse Training Facility – This state-of-the art Nurse Training Facility is an innovative that arose out of extensive collaboration between Beaufort Memorial Hospital, USC-Beaufort, Beaufort County, and The City of Beaufort as a necessary next step in the progression of the Nursing Pilot Program (PATH Program) launched this summer.</p> <p>This jointly funded, staffed, and utilized facility will benefit the Nursing field overall, the University in growing its programming and capabilities, The Hospital in furthering the initiative of filling the pipeline with more medical professionals, as well as the City and County by supporting public health, and generating more individuals that make solid incomes and support a good quality of life. Costs for the construction and outfitting of the facility will be shared by all four partners. This facility will greatly increase capacity to add nurses to our workforce and prepare them with a state-of-the art education within a clinical environment. They will leave ready to work on day one. This facility will also benefit the internal training of PATH Program participants.</p> <p>Finally, this facility will house a testing and certifying facility that will allow medical professions, and other fields that require certifications, to do so locally instead of travelling to testing sites outside of our County and region. The success of this type of facility and collaboration is being demonstrated in Lexington with a partnership between USC Columbia and Lexington Medical Center.</p>
FISCAL IMPACT:
<p>This request is for \$500,000 and is an equal contribution to the participating partners. Partners in this program are Beaufort Memorial Hospital, USC-Beaufort, and the City of Beaufort.</p> <p>Beaufort Memorial also pledges additional contingency funds to help cover construction overages and/or equipment price increases.</p> <p>Funds are available in the approved “Workforce” category of the ARPA funds received by County Council.</p>

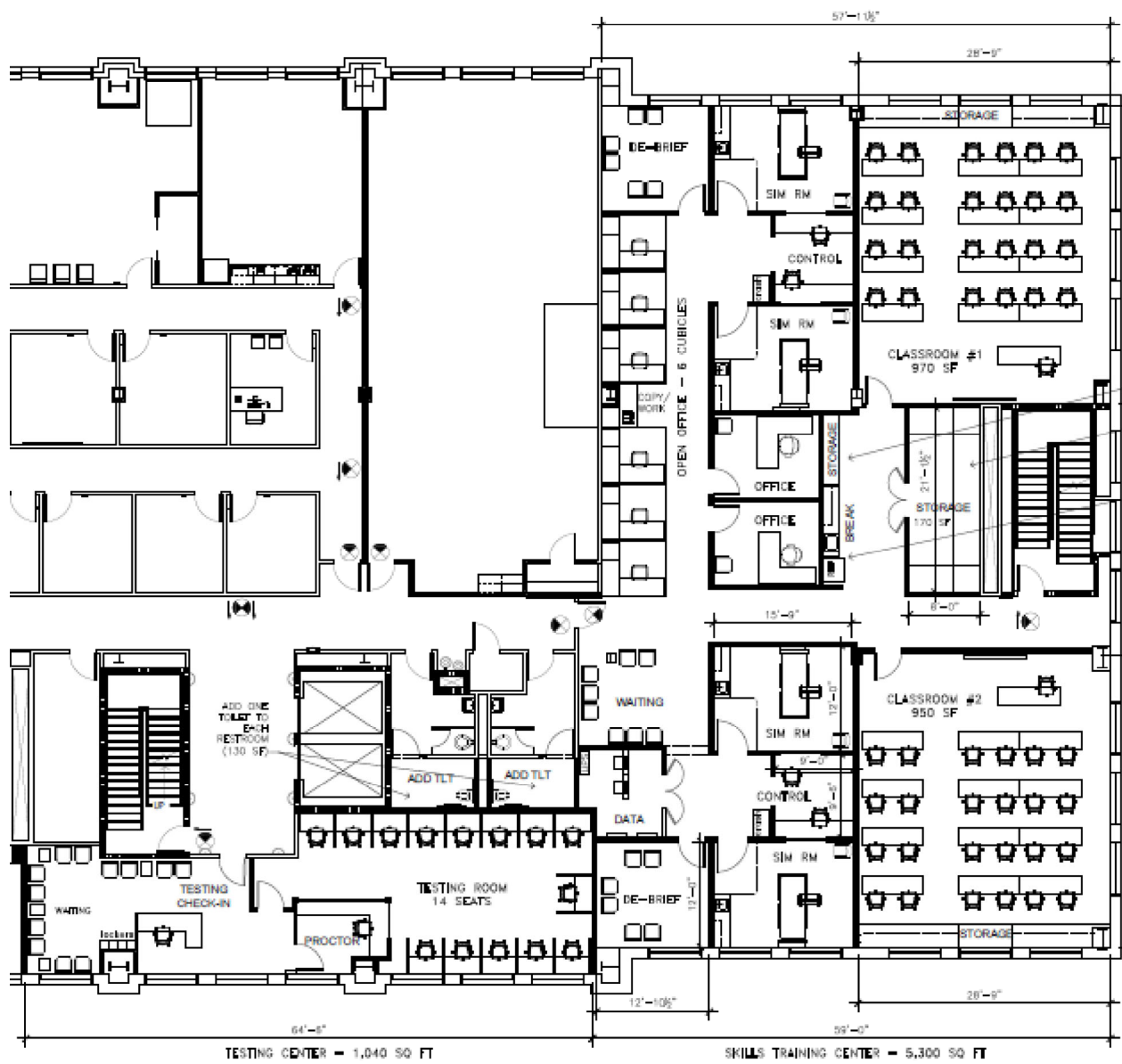
STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of this request.

OPTIONS FOR COUNCIL MOTION:

Approve/Deny staff recommendation to approve the Nurse Training Facility funding request in support of the Nursing Pilot Program with ARPA funds.

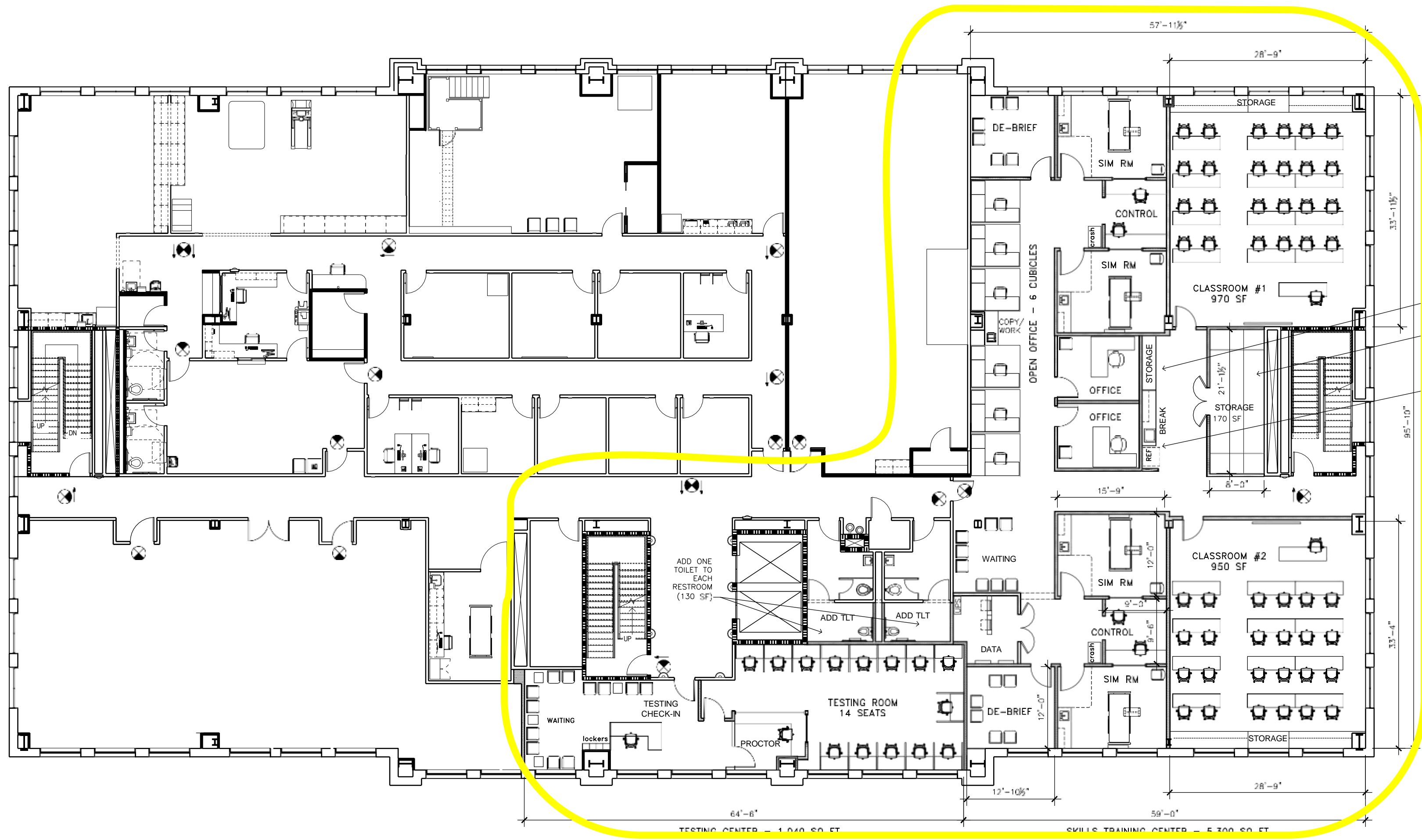
Next Step: Move forward to County Council to approve/deny the recommended request.



EDUCATION SUITE - OPTION 3

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SCALE 1/8" = 1'-0"
0 5 10



COURSE MATERIALS & OFFICE SUPPLIES, ETC

STORAGE CENTRAL TO EACH CLASSROOM FOR EQUIPMENT & MANNEQUINS

BREAKROOM CABINETS WITH MICROWAVE + REFRIGERATOR

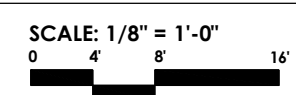
PROJECT # 2210

DRAWN BY JSA

DATE 06/27/2022
07/21/2022
08/02/2022

EDUCATION SUITE - OPTION 3

SCALE: 1/8" = 1'-0"



SHEET NUMBER: