



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

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

Monday, January 08, 2024  
3:00 PM

### AGENDA

#### COMMITTEE MEMBERS:

ALICE HOWARD, CHAIR  
GERALD DAWSON  
THOMAS REITZ

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA

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

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

6. ASSISTANT COUNTY ADMINISTRATOR REPORT- *Chuck Atkinson & Audra Antonacci-Ogden*

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#### AGENDA ITEMS

- 7.** RECOMMEND APPROVAL OF A RESOLUTION AMENDING RESOLUTION 2022/51, WHICH AUTHORIZED THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND, TO ESTABLISH AN OVERSIGHT BOARD TO OVERSEE THE FUND, AND TO PROVIDE FOR THE ADMINISTRATION OF THE FUND (**FISCAL IMPACT - Adoption of the amended resolution would have no fiscal impact on the County. The County would simply contract with B-JHT to provide the services that Community Works provided in 2023 on the same terms**) - *Thomas J. Keaveny, II, County Attorney*

8. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE BEAUFORT-JASPER HOUSING TRUST, INC. TO PROVIDE MANAGEMENT AND ADMINISTRATIVE SUPPORT SERVICES OVER THE REGIONAL HOUSING TRUST FUND (**FISCAL IMPACT: *The proposed compensation for B-JHT under the attached agreement is the same as the compensation for Community Works under the existing agreement***) - *Thomas J. Keaveny, II, County Attorney*
9. RECOMMEND APPROVAL OF A RESOLUTION TO ADOPT THE PASSIVE PARKS DEPARTMENT BUSINESS USE POLICY, APPLICATION AND FEE SCHEDULE - *Stefanie Nagid, Passive Parks Director*
10. REQUEST FOR APPROVAL OF CAMP ST. MARY'S PARK CONCEPTUAL PLAN (**FISCAL IMPACT: *N/A***) - *Stefanie Nagid, Passive Parks Director*
11. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND TO PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS R600-021-000-0078-0000 AND ALSO KNOWN AS BARRELL LANDING ORR - *Amanda Flake, Natural Resource Planner*
12. RECOMMEND APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSIONS/NEGOTIATIONS FOR THE PROPOSED FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS RAWSTROM ROAD - *Amanda Flake, Natural Resource Planner*
13. RECOMMEND APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSIONS/NEGOTIATIONS FOR THE PROPOSED FEE SIMPLE PURCHASE OR PROPOSED DEVELOPMENT RIGHTS OF REAL PROPERTY KNOWN AS SEASIDE ROAD - *Amanda Flake, Natural Resource Planner*
14. ADJOURNMENT

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

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

~~COUNTY COUNCIL~~ Comm. Serv.  
**CITIZENS COMMENTS 1<sup>ST</sup> PORTION**  
~~AGENDA ITEMS ONLY.~~

DATE: 8 JAN 2024 

PRINT FULL NAME: ROBERT SEHMLER

Agenda Item to be addressed: PASSIVE PARTS



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>A RESOLUTION AMENDING RESOLUTION 2022/51 WHICH AUTHORIZED THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND, TO ESTABLISH AN OVERSIGHT BOARD TO OVERSEE THE FUND, AND TO PROVIDE FOR THE ADMINISTRATION OF THE FUND</b>
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use Committee, January 2, 2024
<b>PRESENTER INFORMATION:</b>
Thomas J. Keaveny, II County Attorney
<b>ITEM BACKGROUND:</b>
<p>In September 2022, Council adopted Resolution 2022/51. It authorized the County Administrator to enter into an intergovernmental agreement with Jasper County, Town of Hilton Head Island, Town of Bluffton, City of Hardeeville, Town of Port Royal, City of Beaufort and Town of Yemassee to establish, fund, and operate a regional housing trust fund. All the governmental entities listed above signed the agreement. The trust fund was created, the oversight board was appointed, and on January 12, 2023 Beaufort County entered into a three (3) year agreement with Community Works (in Greenville, SC) to manage the fund all as set forth in the intergovernmental agreement. Subsequently, the oversight board incorporated into a non-profit (as allowed by the intergovernmental agreement). It is now known as the Beaufort-Jasper Housing Trust, Inc. (B-JHT). It received 501(c)(3) status from the IRS in June 2023. Since then, B-JHT has expressed a desire to assume management of the fund from Community Works and Community Works has indicated it has no objection to the change. The agreement between Beaufort County and Community Works allows the parties to terminate the three (3) year agreement by mutual consent. Administration has no objection to terminating the agreement with Community Works nor does it object to contracting with B-JHT to assume management of the fund. All the governmental partners to the IGA have indicated their consent to this change. However, Administration needs Council’s approval to the change. Council also needs to adopt a resolution amending the original resolution and accompanying IGA which indicated the fund would be managed by Community Works. An amended resolution is provided for Council’s consideration and adoption if Council is so inclined.</p>
<b>PROJECT / ITEM NARRATIVE:</b>
See above
<b>FISCAL IMPACT:</b>
Adoption of the amended resolution would have no fiscal impact on the County. The County would simply contract with B-JHT to provide the services that Community Works provided in 2023 on the same terms.

**STAFF RECOMMENDATIONS TO COUNCIL:**

Administration believes Council should adopt the amended resolution.

**OPTIONS FOR COUNCIL MOTION:**

Adopt the amended resolution as proposed, modify the amended resolution or not adopt it.

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

**A RESOLUTION AMENDING RESOLUTION 2022/51 WHICH AUTHORIZED THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND, TO ESTABLISH AN OVERSIGHT BOARD TO OVERSEE THE FUND, TO PROVIDE FOR THE ADMINISTRATION OF THE FUND AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, on the twenty-second day of September, 2022 County Council adopted Resolution 2022/51 which authorized the County Administrator to enter into an intergovernmental agreement with Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Royal, City of Beaufort, City of Hardeeville, and the Town of Yemassee to jointly create and fund a regional housing trust fund (“RHTF” or “Fund”), to establish an Oversight Board for the Fund, and to contract with Community Works to provide for the managerial and administrative, day-to-day operation of the Fund; and

**WHEREAS**, Resolution 2022/51 incorporated an exhibit entitled Intergovernmental Agreement Regarding Affordable Housing; and

**WHEREAS**, County Council now desires to amend the Intergovernmental Agreement as reflected in Exhibit A due to developments that have occurred since the Agreement was executed; and

**WHEREAS**, the primary amendments appear in two sections of the Agreement. First, Section 4.c.iii is amended to indicate that in 2023 the Oversight Board voted to become a non-profit corporation known as the Beaufort-Jasper Housing Trust, Inc. (“B-JHT” or “Trust”) (a South Carolina Corporation), which the Internal Revenue Service subsequently determined is exempt from federal income tax under IRC Sections 501(c)(3), and that the Trust will hire staff to manage the day to day operations of the Fund (which Community Works has performed up to this point) to include hiring and firing of personnel, negotiating potential workforce housing agreements, and other items that require approval as outlined in the bylaws which the Oversight Board (now B-JHT) adopted in 2023; and

**WHEREAS**, the second amendment is to Section 6 which is amended to indicate that Beaufort County will contract with the B-JHT, rather than with Community Works, to serve as the fiscal agent of the Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the Beaufort County Council that Resolution 2022/51 is amended and that the Interim County Administrator is hereby authorized to enter into an Amended and Restated Intergovernmental Agreement Regarding Affordable and Workforce Housing, substantially similar in form and content to Exhibit A, with Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Rort Royal, City of Beaufort, City of Hardeeville, and the Town of Yemassee.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2024

BEAUFORT COUNTY, SOUTH CAROLINA

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

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk of Council

**EXHIBIT A**

STATE OF SOUTH CAROLINA ) AMENDED AND RESTATED  
 ) INTERGOVERNMENTAL AGREEMENT  
 COUNTY OF JASPER ) \_\_\_\_\_) REGARDING  
AFFORDABLE HOUSING AFFORDABLE AND WORKFORCE  
 COUNTY OF BEAUFORT ) HOUSING

THIS AMENDED INTERGOVERNMENTAL AGREEMENT is entered into with an effective date of \_\_\_\_\_, 20224 by and among Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the Town of Port Royal, the City of Hardeeville and the Town of Yemassee (~~collectively referred to as "the Parties"~~).

WHEREAS, the member Parties of 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 member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville, known collectively as the Southern Lowcountry Regional Board ("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; and

WHEREAS, the Parties 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, private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with ~~lower~~ low to moderate incomes can afford to buy or rent; and

WHEREAS, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo; and

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501c(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, inter alia, allows for the establishment of Regional Housing Trust Funds among local governments; and

WHEREAS, the purpose of this intergovernmental agreement (~~hereinafter~~ "Agreement") is to authorize the parties to jointly create, fund, and operate a regional housing trust fund ("RHTF" or "Fund"), ~~and to establish an Oversight board~~ Oversight Board, and to provide for the administration and day to day operation of the Fund in an effort to improve the availability of affordable or workforce housing;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants set forth [herein](#) below, the Parties ~~hereto~~ do hereby agree as follows:

### **Section 1 Definitions.**

For purposes of this Agreement:

- a. "Affordable ~~or Workforce~~ Housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed one hundred percent (100%) (IS THIS STILL COUNCIL'S /CO-SIGNER'S DESIRE ?) of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD). Projects serving households with income at or below 60% of the Annual Median Income will receive priority consideration. (IS THIS STILL COUNCIL'S/CO-SIGNER'S DESIRE?)
- b. "Regional ~~Housing~~ Trust Fund" ("RHTF" or "Fund") means a multi-jurisdictional government fund separate from the general fund and established jointly by the governing authorities of one or more municipalities or county governments with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.
- c. "Special needs housing" means housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.

### **Section 2 Priorities.**

The priorities identified in the Asakura Robinson study of August 2021 are hereby adopted as follows:

- a. Providing accessible, affordable housing to the region to support the workforce in the service economy, as well as others with high housing cost burdens.
- b. Overcoming barriers to affordable development, such as financial gaps and land availability.
- c. Ensuring a regional approach for affordable housing that addresses the needs of each jurisdiction, while meeting important strategic goals for housing location.
- d. Understanding the tools and resources available to Housing Trust Funds through various state and federal laws and regulations.
- e. Identifying a stable and reliable dedicated revenue source.

### **Section 3 Funding.**

- a. SC Code Section 31-22-30, as amended, provides that "a local government, including a municipality or county, may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government".

- b. The Parties agree the RHTF established by this Agreement shall be funded for a period of ~~ten (10)~~ nine (9) years with annual contributions by the Parties apportioned based on annual census population numbers. See Attachment A for Year 1 apportionment. Apportionment for Years 2-9 shall be updated annually after the population census numbers are released and documented via written amendment to this Agreement to be signed by all the Parties.
- c. Funding shall be committed via the Parties' budgeting authority. Sources of these funds include, but are not limited to, one or more of the following:
- i. donations;
  - ii. bond proceeds; and
  - iii. grants and loans from a state, federal, or private source.
  - iv. any other public funds which may be lawfully used to support Affordable or Workforce Housing.
- d. Alternate sources of funding for the RHTF  
The Parties may alter a source of funding for the regional housing trust fund by amending the ordinance(s) that establish financing for the regional housing trust fund, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the regional housing trust fund in its budget. State law does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State. Each Party will make an initial contribution to the RHTF based on the Chart outlined in Attachment A.
- e. The Parties shall safeguard the ~~fund-RHTF~~ in the same manner as the general fund or a separate utility fund established for specific purposes. The RHTF may be included in the required financial expense reports or annual audit for each local government.
- f. The Parties may allocate funds to a program that promotes the development or rehabilitation of affordable or workforce housing as defined in the state enabling legislation. Regarding the distribution of funds from a regional housing trust fund, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below one hundred percent of the median income with priority consideration being given to projects serving those **individuals or families with incomes at or below sixty (60) percent** ~~(STILL COUNCIL'S CO-SIGNER'S DESIRE?) of~~ the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.
- g. RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. The Parties shall seek additional resources for housing programs and projects to the maximum extent practicable. The Parties shall administer the RHTF through ~~a new or existing nonprofit organization~~ the Beaufort-Jasper Housing Trust, Inc. ("Trust") to encourage private charitable donation to the funds. Where a regional housing trust fund receives such a donation, the donation must be used and accounted for in accordance with the purpose as established by the RHTF Oversight Board and in accordance with State statutes.

- h. A regional housing trust fund established, utilized, or funded under this Agreement and enabling ordinances must provide an annual report to the Parties that created the fund and attested to this agreement. Minimum requirements for such said report ~~is~~ are outlined in Attachment B. The regional housing trust fund director must offer to present to each Parties' Council the annual report details and make the report available to the public by posting it on the appropriate website of the member local governments. Any alteration or amendment to such governing documents must conform to the provisions of the enabling legislation.
- i. The Parties agree that projects funded by the RHTF will be judged on their merits and that funding and location of those projects will vary from year to year, ~~and~~.

#### **Section 4 Operations.**

- a. Each Party shall appoint one (1) representative to serve a two-year term on the Regional Housing Trust Oversight Board ("the Board") for so long as they remain a financial contributing party. The director of the regional housing trust fund will serve as Ex Officio member of the Board. The ninth appointee would be an at large representative agreed upon by the Parties making the membership a total of nine representatives. Board Members shall represent a diverse field of experts familiar with affordable or workforce housing, real estate, and local government housing priorities. No elected officials may serve on the Oversight Board.
- b. Meetings will be held six times per year.
- c. Board responsibilities include:
  - i. Providing feedback on community needs, serving as an advocate for affordable and workforce housing and the RHTF, connecting ~~the Administrative Operating Contractor~~ with community resources, and acting as a direct liaison between the RHTF and the local government entity.
  - ii. Drafting and adopting bylaws for the operation of the Board within six (6) months of the creation of the RHTF; By-laws shall address how a member Party may terminate their participation and funding, including how that termination will or could impact RHTF projects in their jurisdiction, and the methodology for complete dissolution of the RHTF if a voting majority of the Parties agree; By-laws shall address how a quorum is established, a meeting and reporting schedule, and any other requirements as defined by State statute
  - iii. Makeing decisions on how the RHTF will operate to include whether to establish a 501(c)3, hire employees, contract with a Certified Development Financial Institution (CDFI), or other method agreed upon by a majority of the Board, manage the operations of the RHTF to include hiring, firing, potential contracts, and other items that require approval as outlined in adopted bylaws.
  - iv. Allocating other permissible funds to projects including, but not limited to, impact fee waivers, water and sewer impact fees.
  - v. Developing an annual budget with projected revenues and expenditures.

- vi. Defineing types of projects eligible for funding.

#### **Section 5 Term and Termination.**

The term of this Agreement shall be ~~ten (10)~~ nine (9) years from the date of full execution by the Parties which shall be understood to be the date first set forth above. This Agreement may be renewed for another ten (10) year term as agreed to in writing by the Parties. Termination of the Agreement in whole may only occur via dissolution of the RHTF.

#### **Section 6 Fiscal Agent.**

Beaufort County will contract with ~~Community Works~~ BJHT to serve as the fiscal agent and will manage the financial relationship ~~with between the Parties, Community Works and the Board~~ Parties and BJHT. Beaufort County will provide financial reports on a quarterly basis to the Parties.

#### **Section 7 Notices.**

All notices required or permitted under this Agreement shall be in writing. All notices and payments shall be sent to the official main address of the member parties or to such other address as may from time to time be designated by written notice or via email with confirmation of email delivery receipt. Notices shall be deemed delivered when five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party or upon confirmation of email delivery receipt.

#### **Section 8 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 and fully litigated in a court of competent jurisdiction located in Beaufort County, South Carolina. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The stricken provision of this 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.

#### **Section 9 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.

#### **Section 10 Miscellaneous.**

This IGA expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. The captions and headings used in this IGA are for

convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this IGA. As used in this IGA, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This IGA may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

**Section 11 Authorization and Execution.**

This AGREEMENT is signed by the authorized representatives of the Parties set forth below, and is effective as of the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below.

BEAUFORT COUNTY: \_\_\_\_\_ date: \_\_\_\_\_

JASPER COUNTY: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF HILTON HEAD ISLAND: \_\_\_\_\_ date: \_\_\_\_\_

THE CITY OF BEAUFORT: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF BLUFFTON: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF PORT ROYAL: \_\_\_\_\_ date: \_\_\_\_\_

THE CITY OF HARDEEVILLE: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF YEMASSEE: \_\_\_\_\_ date: \_\_\_\_\_

## Attachment A

Year Sum	Beaufort County	Hilton Head Island	Bluffton	Port Royal	City of Beaufort	Jasper County	Hardeeville	Yemassee	
Y1*	\$2,035,058	\$1,119,523	\$156,815	\$59,474	\$197,669	\$200,671	\$175,240	\$108,699	\$16,967

**\*Year 1 = 3% of American Rescue Plan funds**

Y2	\$515,000	\$228,605	\$86,559	\$63,702	\$32,683	\$31,274	\$57,117	\$12,579	\$2,482
Y3	\$530,750	\$235,596	\$89,206	\$65,650	\$33,682	\$32,230	\$58,864	\$12,964	\$2,558
Y4	\$546,672	\$242,664	\$91,882	\$67,619	\$34,693	\$33,197	\$60,629	\$13,353	\$2,635
Y5	\$563,072	\$249,944	\$94,639	\$69,648	\$35,734	\$34,193	\$62,448	\$13,753	\$2,714
Y6	\$579,965	\$257,442	\$97,478	\$71,737	\$36,806	\$35,219	\$64,322	\$14,166	\$2,795
Y7	\$597,363	\$265,165	\$100,402	\$73,889	\$37,910	\$36,275	\$66,251	\$14,591	\$2,879
Y8	\$615,284	\$273,120	\$103,414	\$76,106	\$39,047	\$37,364	\$68,239	\$15,028	\$2,966
Y9	\$633,743	\$281,314	\$106,517	\$78,389	\$40,218	\$38,485	\$70,286	\$15,479	\$3,055
Y10	\$652,755	\$289,753	\$109,712	\$80,741	\$41,425	\$39,639	\$72,395	\$15,944	\$3,146
Sum	\$7,269,662	\$3,443,127	\$1,036,623	\$706,955	\$529,866	\$518,548	\$755,791	\$236,555	\$42,197

## Attachment B

# Reporting Requirements

~~The annual report will be provided to RHTF Oversight Board by the Operating Administrator and/or staff responsible for managing and administering the Fund as outlined in a separate operating agreement between the two parties.~~ The annual report [referenced in Section 3.h.](#) must include, at a minimum, the following metrics:

- 1) **Impact Data:** the project names and location funded in each participating jurisdiction, the amount of funding provided per project, the number and type of dwelling units built/or preserved in each funded project along with an affordability percentage breakdown, and demographic data where available.
- 2) **Financial Data:** the accounting of revenues and expenditures of the fund, additional funding raised to support the RHTF including additional project capital and operating investments, project leveraging amounts and other in kind or financial support provided to support the purpose of the fund.
- 3) Where feasible and available, success stories and project highlights, including pictures and testimonials.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE BEAUFORT-JASPER HOUSING TRUST, INC. TO PROVIDE MANAGEMENT AND ADMINISTRATIVE SUPPORT SERVICES OVER THE REGIONAL HOUSING TRUST FUND</b>
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use Committee, January 8, 2024
<b>PRESENTER INFORMATION:</b>
Thomas J. Keaveny, II County Attorney
<b>ITEM BACKGROUND:</b>
<p>In September 2022, Council adopted Resolutions 2022/50 and 2022/51. Resolution 2022/51 authorized the County Administrator to enter into an intergovernmental agreement with Jasper County, Town of Hilton Head Island, Town of Bluffton, City of Hardeeville, Town of Port Royal, City of Beaufort, and Town of Yemassee to establish, fund, and operate a regional housing trust fund. It also authorized the creation of an oversight board and provided that Beaufort County would enter into a contract with Community Works in Greenville, SC to provide management and administrative services to the fund for the board. All the governmental entities signed the agreement. Pursuant to the intergovernmental agreement the trust fund was created and the oversight board was appointed. Resolution 2022/50 authorized the County Administrator to enter into the agreement that Resolution 2022/51 contemplated. Throughout 2023 Community Works coordinated its services with the oversight board. In 2023 the oversight board incorporated into a non-profit (as allowed by the intergovernmental agreement). The board is now known as the Beaufort-Jasper Housing Trust, Inc. (B-JHT). The non-profit corporation received 501(c)(3) status from the IRS in June 2023. B-JHT has now expressed a desire to assume management and administrative responsibilities over the fund from Community Works. This resolution, if adopted, would authorize the County Administrator to contract with B-JHT to provide these services. The agreement that is attached to the resolution is substantially the same as the agreement that exists today between Beaufort County and Community Works. Unless it is terminated by mutual agreement of the parties, the agreement with Community Works is valid for two (2) more years.</p>
<b>PROJECT / ITEM NARRATIVE:</b>
See above.
<b>FISCAL IMPACT:</b>
The proposed compensation for B-JHT under the attached agreement is the same as the compensation for Community Works under the existing agreement.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Administration recommends approval of the resolution.

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve the resolution and exhibit, motion to deny the resolution and exhibit, motion to amend.

(Move forward to Council for First Reading/Approval/Adoption on date?)

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

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH BEAUFORT-JASPER HOUSING TRUST, INC. TO PROVIDE ADMINISTRATION AND MANAGEMENT SUPPORT FOR A REGIONAL HOUSING TRUST FUND**

**WHEREAS**, in 2022 Beaufort County (the “County”), Jasper County, the Town of Hilton Head Island, the Town of Bluffton, City of Hardeeville, City of Beaufort, Town of Port Royal and Town of Yemassee (“Parties”) entered into an intergovernmental agreement to create, fund, and operate a regional housing trust fund (“RHTF” or “Fund”), to establish an Oversight Board, and to provide for the administration of the RHTF; and

**WHEREAS**, the 2022 intergovernmental agreement permitted the -Oversight Board to make decisions on how the RHTF will operate to include whether to establish a 501(c)(3), which the Board decided to do, and which now operates under the name of Beaufort-Jasper Housing Trust, Inc. (“B-JHT”); and

**WHEREAS**, the 2022 intergovernmental agreement also provided that, on behalf of the Parties, Beaufort County would, and did, enter into a contract (substantially similar in form and content to Exhibit A) with CommunityWorks to serve as the fiscal agent of the RHTF and further providing that Beaufort County would manage the financial relationship with the Parties, Community Works, and the Oversight Board; and

**WHEREAS**, CommunityWorks has expressed a desire to terminate the contract and B-JHT has expressed a desire to enter into a contract with Beaufort County (substantially similar in form and content to Exhibit A) to assume the responsibilities of the fiscal agent for the RHTF. The Parties have conferred and agree to terminate the contract with CommunityWorks and to enter into a contract with B-JHT to serve as the fiscal agent; and

**WHEREAS**, County Council finds that authorizing the Interim County Administrator to enter into an agreement substantially similar to Exhibit A is in the best interest of the County, the Parties, their citizens, and residents.

**NOW, THEREFORE, BE IT RESOLVED** by Beaufort County Council that the Interim County Administrator is hereby authorized to enter into an agreement substantially similar to Exhibit A with B-JHT to provide administration and management support for the Regional housing Trust Fund.DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2024

BEAUFORT COUNTY, SOUTH CAROLINA

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

ATTEST:

---

Sarah Brock, Clerk of Council





~~WHEREAS, the IGA has been executed by all interested Participating Governmental Entities and the Parties have reached an agreement pursuant to the establishment of a Regional 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~~ was initially capitalized through a total contribution from the Participating Governmental Entities of \$2,035,058 ~~contribution to CW to initially establish the Fund~~ as outlined in the Funding Chart agreed upon in the 2022 IGA. The Funding Chart is ~~and~~ included in this ~~agreement~~ Agreement as Attachment A; and

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

NOW, THEREFORE, for and in consideration of the terms and covenants set forth herein, the Parties hereby agree as follows:

#### MISSION

This Agreement has been established with the intended mission to support the increased development and preservation of affordable and workforce housing in the Jasper- Beaufort region to include the following participating jurisdictions, Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, City of Hardeeville, City of Beaufort, Town of Port Royal and Town of Yemassee.

#### 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-B-JHT will act as the Fund's fiscal agent and program administrator. CW-B-JHT staff will work with the Participating Governmental Entities' designated staff to develop programs and policies that support the mission of the Fund. CW-B-JHT will provide operational, program, financial and administrative oversight and support for the Fund. CW-B-JHT will contract these services through Beaufort County but will be responsible for all engagement and reporting outlined in the executed IGA.

#### 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.

#### TERM

This Agreement shall become effective on the date indicated above and continue for an initial term of three (3) years. Thereafter, unless notice of termination has been provided as set forth herein below, this Agreement shall renew from year to year. Both Parties agree to an annual evaluation of this Agreement. During the initial term, or any subsequent renewal thereof, this Agreement may only be terminated for cause: (a) if a Party breaches its obligations hereunder and fails to cure such breach within 30 days of receipt of notice of the breach from the other party; or (b) if the Parties are unable to reach a mutual agreement on the amount of an Administrative Fee, as defined herein below, to be paid by the County to CW-B-JHT. Upon 6 (six) months prior written notice, either Party may terminate this Agreement at the end of the initial term or any subsequent renewal thereof.

#### *Termination for Non-Appropriation of Funds*

This Agreement may be terminated in whole or in part 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, in either case, to pay the charges under this Agreement. If this Agreement is so terminated, CW-B-JHT shall be compensated for all necessary and reasonable direct costs of performing the services actually provided as of the date of termination. CW-B-JHT will not be compensated for any other costs in connection with a termination for non-appropriation. CW-B-JHT will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

## RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

County will pay CW-B-JHT an administrative fee (hereafter "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, for the services specified herein below. The County will pay CW-B-JHT an Administrative Fee of 10% (DOES COUNCIL WISH TO CONTINUE PAYING THIS PERCENTAGE?) of total funds managed to launch and administer the Fund. CW-B-JHT will leverage additional operating and capital funds from other public and private sources to meet regional objectives. All other compensation to CW-B-JHT will be in the form of loan origination fees and interest spread from loans approved and deployed.

In exchange for the Administrative Fee and additional costs set forth above, CW-B-JHT will provide the following operational, administrative, and support services as part of its Fund Management activities:

### A. Administrative Support:

1. Provide appropriate staff, office space, equipment and supplies for CW-B-JHT employees who are providing administrative support and management to the Fund;
2. CW-B-JHT will host all information about the Fund on its website and link to Participating Governmental Entity sites as needed;
3. 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; and
4. Hire a Regional Program Director to manage and run the day-to-day operations of the fund located in Jasper – Beaufort area; and
5. CW's-B-JHT's CEO will provide direct leadership to the Fund and peer level support to any staff defined by the County and Participation Governmental Entities.

### B. Financial Support:

1. 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 Governmental 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 Governmental Entities, including providing an annual audit, and providing other financial reports;
2. Enter into agreements on behalf of the Fund where necessary to receive funding and/or investments;
3. Review loan applications for funding based on the Funds policies;
4. CW-B-JHT's CEO will enter into loan and/or funding agreements on behalf of the Fund;
5. The Fund will be a part of CW's B-JHT's consolidated financials under a specified reserve account;

6. ~~CW-B-JHT~~ will provide quarterly financial statements for the Fund along with any defined reports to designated staff.

**C. Loan Program Support: NOT SURE B-JHT CAN PERFORM ALL OF THESE?**

1. Provideing underwriting services for the Fund utilizing ~~CW's B-JHT's~~ Loan Policies and Procedures;
2. Utilizeing ~~CW's B-JHT's~~ affordable housing financing and credit policies to underwrite loan applications;
3. Provideing participation and co-lending opportunities with ~~CW's-B-JHT's~~ CDFI funding where appropriate;
4. Working with the Participating Governmental Entity staff to present eligible projects to ~~CW's B-JHT's~~ Loan Committee for analysis and recommendations;
5. Present final credit memos and funding recommendations to Regional Housing Fund's Board as outlined in the IGA;;
6. Prepareing Loan Closing packets;
7. Closeing approved loans-approved;
8. Deploying the Fund's approved funding to eligible borrowers;
9. Manageing the Fund's Loan portfolio including loan loss reserves, loan maintenance, collections and notices; and
10. Provideing the County with quarterly portfolio status reports.

**D. Other Program Support:**

1. ~~CW-B-JHT~~ will work with the Participating Governmental Entities to define and jointly agree upon future activities that may include, but are not limited to, other financing and equity like product development ;
2. ~~CW-B-JHT~~ and the participating Government Entities will work together to support advocacy and policy action; and
3. ~~CW-B-JHT~~ will work with the participating Governmental Entities in providing education and outreach to support the mission of affordable housing;

The County and County staff will be responsible for the following:

**A. Administrative:**

1. Execute the IGA with all Participating Governmental Entities to establish the Fund,
2. Act as the lead administrator of the Fund and enter into an agreement with ~~CW-B-JHT~~ to administer the Fund;
3. Pay the Administrative Fee, as set forth herein above, to ~~CW-B-JHT~~ for the aforementioned activities and support; **WHAT IS THIS? THE FUND DOESN'T PAY THE FEE?**
4. Re-evaluating the Administrative Fee and any other fees on an annual basis with ~~CW-B-JHT~~ CEO;
5. Working with ~~CW-B-JHT~~ to finalize the Fund's Program budget based on public and private commitments;
6. Provideing approval and authorization to ~~CW-B-JHT~~ for loan fund expenditures;
7. Reimburseing ~~CW-B-JHT~~ 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;
8. Establishing a Board that will provide guidance and direction to ~~CW~~ to support the Fund

and its mission; and

**B. Fundraising:**

1. Identifying and raising revenue sources to finance affordable and workforce housing;
2. Identifying and raising operating support for the Fund in partnership with ~~CW B-JHT~~; Making collective fundraising requests for public and private sources and exploring revenue sources to support the Fund's activities and programs.

**C. Programmatic:**

1. Providing funds to finance affordable housing projects based on the Fund's Program Policies;
2. ~~As outlined in the IGA, an Oversight Board will be established to provide guidance and oversight of the Fund;~~
3. Participating Governmental Entities may recommend projects for financing to the ~~CW B-JHT~~ Loan Officer and Loan Committee for consideration;
4. ~~The established Board will review loans presented by CW's Loan Officer and Loan Committee recommended for financing consideration;~~
5. Participating Governmental 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;
6. Participating Governmental Entities in partnership will develop a Fund marketing and PR strategy

Where appropriate, the Parties will jointly engage in the following:

1. Evaluating and underwriting projects with both ~~CW B-JHT~~ and County funding sources in mind;
2. Ensuring projects meet program requirements;
3. Maintaining affordability controls;
4. ~~Annual m~~Monitoring of funded projects annually;
5. Advocating for policies that promote and preserve affordable and workforce housing;
6. Making joint funding requests;
7. Cultivating housing partners, developers and advocates;
8. Providing technical assistance to developers and borrowers;
9. Increasing educational opportunities, including, but not limited to, developer forums, workshops, housing summits, etc.
10. Where appropriate, jointly using logos and co-branding in press releases, marketing materials, and other documents and communications; and

**COMPENSATION**

Except as expressly provided in this Agreement, ~~CW B-JHT~~ shall receive no compensation from the County for the services provided under the terms of this Agreement. Nothing in this Agreement shall preclude ~~CW B-JHT~~ from charging or collecting a reasonable origination fee for processing applications or interest spread for financing.

**NOTICE**

All notices required or permitted under this Agreement shall be in writing. All notices and payments shall be sent to the address shown in the first paragraph of this Agreement or to such other address as may from time to time be designated by written notice. 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) upon confirmation of email delivery receipt.

#### **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 a court of competent jurisdiction located in ~~Greenville~~ Beaufort, 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.

#### **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.

#### **MISCELLANEOUS**

This Agreement expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or ~~prior~~ prior ~~W~~written agreement regarding the subject matter hereof shall be merged herein and then be extinguished. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

#### **AUTHORIZATION AND EXECUTION.**

This Agreement is executed on the date first set forth above.

#### **BEAUFORT COUNTY**

Eric L. Greenway John Robinson  
*Interim Beaufort County Administrator*

**COMMUNITYWORKS**  
Beaufort-Jasper Housing Trust, Inc.

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

### Attachment A

Year Sum	Beaufort County	Hilton Head Island	Bluffton	Port Royal	City of Beaufort	Jasper County	Hardeeville	Yemassee	
<b>Y1*</b>	\$2,035,058	\$1,119,523	\$156,815	\$59,474	\$197,669	\$200,671	\$175,240	\$108,699	\$16,967

**\*Year 1 = 3% of American Rescue Plan funds**

<b>Y2</b>	\$515,000	\$228,605	\$86,559	\$63,702	\$32,683	\$31,274	\$57,117	\$12,579	\$2,482
<b>Y3</b>	\$530,750	\$235,596	\$89,206	\$65,650	\$33,682	\$32,230	\$58,864	\$12,964	\$2,558
<b>Y4</b>	\$546,672	\$242,664	\$91,882	\$67,619	\$34,693	\$33,197	\$60,629	\$13,353	\$2,635
<b>Y5</b>	\$563,072	\$249,944	\$94,639	\$69,648	\$35,734	\$34,193	\$62,448	\$13,753	\$2,714
<b>Y6</b>	\$579,965	\$257,442	\$97,478	\$71,737	\$36,806	\$35,219	\$64,322	\$14,166	\$2,795
<b>Y7</b>	\$597,363	\$265,165	\$100,402	\$73,889	\$37,910	\$36,275	\$66,251	\$14,591	\$2,879
<b>Y8</b>	\$615,284	\$273,120	\$103,414	\$76,106	\$39,047	\$37,364	\$68,239	\$15,028	\$2,966
<b>Y9</b>	\$633,743	\$281,314	\$106,517	\$78,389	\$40,218	\$38,485	\$70,286	\$15,479	\$3,055
<b>Y10</b>	\$652,755	\$289,753	\$109,712	\$80,741	\$41,425	\$39,639	\$72,395	\$15,944	\$3,146
<b>Sum</b>	\$7,269,662	\$3,443,127	\$1,036,623	\$706,955	\$529,866	\$518,548	\$755,791	\$236,555	\$42,197





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
RESOLUTION TO ADOPT THE PASSIVE PARKS DEPARTMENT BUSINESS USE POLICY, APPLICATION AND FEE SCHEDULE
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use Committee; January 8, 2024
<b>PRESENTER INFORMATION:</b>
Stefanie M. Nagid, Passive Parks Director (10 minutes)
<b>ITEM BACKGROUND:</b>
On December 11, 2023, County Council referred this item back to Committee. Revisions were made to the original submittal based on County Council feedback.
<b>PROJECT / ITEM NARRATIVE:</b>
County staff have been informed of numerous businesses using passive park properties without prior approval, scheduling or compensation to the County for those activities. Business use of County passive parks can negatively affect the primary conservation goals of passive parks, public visitor enjoyment, other scheduled events on the properties, and the duties of the Passive Park Naturalist. Staff feel a specific policy, use application and fee schedule is necessary to appropriately manage business use on passive park properties to manage overuse of conservation land, avoid public/private user conflicts, ensure appropriate coordination with the County's Naturalist, and to appropriately compensate the County for business use of public land. One of the duties of the County's Naturalist is to maintain a programming schedule, including those approved through the submitted policy.
<b>FISCAL IMPACT:</b>
The policy would provide revenue to the County as indicated in the policy's fee schedule. These funds would be placed in the Passive Parks Department Special Revenue Fund (Fund 2005) for continued property maintenance due to the use of passive park properties.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the policy as submitted.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve, modify or deny adoption of the Passive Parks Department Business Use Policy, Application and Fee Schedule. If recommended for approval, move forward to County Council for final approval on January 22, 2024.

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

**A RESOLUTION TO ADOPT THE PASSIVE PARKS DEPARTMENT BUSINESS USE POLICY, APPLICATION AND FEE SCHEDULE**

**WHEREAS** Beaufort County has acquired over 14,000 acres of fee-simple properties through the Rural and Critical Lands Preservation Program for the purposes of conservation, and anticipates acquiring additional fee-simple properties through the Green Space Program; and

**WHEREAS** Beaufort County foresees the development of many of the properties into passive parks for the general public’s use and enjoyment; and

**WHEREAS** Beaufort County acknowledges the definition of conservation is "a careful preservation and protection of something, especially the planned management of a natural resource to prevent exploitation, destruction, or neglect"; and

**WHEREAS** Beaufort County understands and recognizes the benefits of open space and passive outdoor recreation on community health and vibrancy, tourism, education, and quality of life for its citizens; and

**WHEREAS** Beaufort County manages the use of passive park properties through Chapter 91 of the Beaufort County Code, as well as other administratively issued policies and procedures; and

**WHEREAS** Beaufort County understands and recognizes a balance is needed between protection of conservation values, public access and enjoyment, and business use of passive park properties; and

**WHEREAS** Beaufort County desires to provide the use of passive park properties, structures, buildings, rooms, and other appropriate amenities to businesses that are compatible with the conservation and passive recreation mission and goals of the Passive Parks Department; and

**WHEREAS** Beaufort County acknowledges that any funds generated through the Business Use Policy will be maintained in the Passive Parks Department Special Revenue Fund, which is used for continued property maintenance due to use of the properties.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** adopts the Passive Park Department Business Use Policy, Application and Fee Schedule that is attached hereto and incorporated herein as fully as if repeated verbatim.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



## Beaufort County Passive Parks Department

### Business Use Policy, Application and Fee Schedule

#### **Applicability**

This business use policy applies to all **Passive Park properties, buildings and structures** (collectively referred to as “property”), owned by Beaufort County. All requests for business use on Passive Park properties are subject to this policy. Any questions can be directed to the County’s Passive Parks Director at (843) 255-2152.

Any nonprofit organization and/or association, educational institution, or for-profit individual, limited liability corporation, and/or incorporated corporation desiring to utilize Passive Park property is required to obtain a permit for such activity. This includes those who invite the general public to attend the activity, those who charge attendees admission/fees to participate in the activity, and/or any recreational activity including, but not limited to, a run/walk, educational class, ecotour, or fitness class. Proof of applicable business license(s) and insurance is required, as detailed in the Insurance, Licenses and Liability section of this document.

Depending on the desired use details and the property requested for use, certain restrictions may apply and will be discussed with the applicant upon application submittal. The requested use may require the completion of a Facility Rental Application depending upon the details provided by the applicant. Applicants will be held responsible for all costs associated with replacement, repair, and/or cleaning of the property if damage occurs during the applicant’s use of said property.

Applicants desiring to use a Passive Park property on a reoccurring basis may be denied use on certain dates by the Passive Parks Department Director due to availability because of other scheduled events or uses, or other factors as detailed in the Property Use section of this document. Applicants requesting a reoccurring use will be required to provide a detailed schedule with their permit application.

Nonprofit organizations/associations and educational institutions may request a waiver of any fees. Proof of their status will be required to be submitted with any fee waiver request.

#### **Application Process**

The Passive Park business use permit process begins with the submittal of a completed application (Exhibit A) to the County Passive Parks Director. Receipt of an application should not be construed as final approval. The Passive Parks Director, or their representative, will contact the applicant upon receipt of the application and thereafter will serve as the primary point of contact. Applicants are responsible to contact any other affected County departments and/or public agencies with regard to related permits or licenses that may be required to conduct business in Beaufort County and/or its local municipalities.

Applications will be reviewed and approved on a first-come, first-serve basis. All required documents (i.e. certificate of insurance, business license(s), nonprofit status, etc.) **must** be provided with the application in order for it to be considered a complete application.

Applicants must complete the entire application, Exhibit A, and submit it **at least ten (10) business days** prior to the requested date of requested use. The application may be submitted via mail, hand delivery, or email to the Beaufort County Passive Parks Director at:

Passive Parks Department  
 c/o Passive Parks Director  
 124 Lady's Island Drive  
 Beaufort, SC 29907  
[snagid@bcgov.net](mailto:snagid@bcgov.net)

### **Payment and Cancellation**

Upon receipt of an application, the Passive Parks Director, or their representative, will provide a notice to the applicant to inform them if the application for use has been approved or denied. This will normally occur **at least seven (7) business days prior** to the date of the requested use of the property. If approved, the applicant will be notified of the use fee due to the County for the use of the property in the approval notification. The entire fee must be received by the County **at least three (3) business days prior** to the date the applicant is to use the property. Payment shall be by check or money order made out to "Beaufort County" (cash is not accepted). If payment is not received by the due date, the permit will be revoked and the applicant will not be permitted to use the property.

Any cancellation or change to the application must be submitted in writing by the applicant to the Passive Parks Director **no less than two (2) business days prior** to the requested use date. Refund of the use fee, less a 25% service charge, will be made to the applicant if notice is provided within the allocated time frame. Refunds will be made by the Beaufort County Finance Department and will be mailed within thirty (30) days of cancellation. **No refunds will be issued for any cancellation within two (2) business days of the requested use date.** Any cancellation made within two (2) business days of the requested use date may be rescheduled by the applicant, at no additional cost, through written notification to the Passive Parks Director.

The County reserves the right to deny any application for use of a Passive Park property for any reason. Any permit issued for use of a property may be revoked by the Passive Parks Director in the case of property abuse by an applicant or their guests. The Passive Parks Director may deny future applications for a permit to use property if an applicant or any of their guests does not abide by the terms of their permit or abuses the property during their use.

### **Property Conditions**

All Passive Park properties and facilities are available on an "as is" basis. Beaufort County does not provide any additional services, equipment, or amenities than what are currently existing on the

property. Applicants are responsible for providing all additional amenities desired for their requested use. All anchoring and signage must be accomplished with weights (i.e. sandbags, concrete/water filled barrels, etc.). Ground disturbance, soil disturbance, digging, fastening, or attaching to any tree, shrub, or park feature is strictly prohibited. Any settings or structures must be self-supporting, temporary and portable. If the applicant is going to provide, sell, or serve any food or beverages, then that will be considered an “Event”, and the applicant must submit a Facility Rental Application. The approved fee schedule will then be required for this event.

Applicants are responsible for the set-up, clean up, off-site trash disposal and reset of the property within their requested use time frame. The start time designated on the application is when the applicant will arrive on the property to begin set-up and use of the property. The end time designated on the application is when the applicant will have all items cleaned up and vacate the property.

Applicants must remove all self-generated trash from the site themselves and reconfigure the property to its original condition before leaving the property. The cost of any employee time incurred because of an applicant’s failure to clean and/or reset the property following the use will be borne by the applicant.

The County’s Passive Park facilities are smoke-free environments, and the use of illegal substances is strictly prohibited at any Passive Park property or facility.

### **Property Use and Fee Schedule**

Beaufort County may impose restrictions on the month, day, time and/or location of use of a Passive Park property or facility. Restrictions may be due, but not limited, to presence of threatened or endangered species, public enjoyment of the property, overuse of the property, and/or other scheduled events or programming. Any restrictions will be discussed with the applicant during the application review process.

All business use of County Passive Park properties or facilities are subject to the following fee schedule and requirements:

- If requesting the use of Passive Park property on an hourly basis:
  - \$50.00 for each four (4) hours of use
- If requesting the use of Passive Park property on a reoccurring basis:
  - \$200.00 for every twelve (12) months of use (annual fee), **and**
  - A requested monthly schedule shall be provided with application (if known), or
  - Written notification of requested date for use (to be provided by the 1<sup>st</sup> of any given month for use during that month and no less than ten (10) business days prior to the date of use)

Hourly use of Passive Park property is defined as use that occurs on an occasional basis for a limited period of time.

Reoccurring use of Passive Park property is defined as use that occurs on a regular basis. Reoccurring use may only be permitted up to one time per month for each month of the permitted year. Businesses that fail to comply with the notification requirement for reoccurring use will be charged an additional fee of \$50.00 per violation.

Business use may not exceed 8 hours of time on any given day during property open hours (dawn to dusk). Business use will not be approved during property closed hours (dusk to dawn). The total use fee amount will be determined at the time of the application submittal and will be required to be paid by check or money order at least three (3) business days prior to the date of requested use (see the Payment section).

### **Insurance, Licenses and Liability**

Applicants are required to provide proof of insurance coverage. The applicant must submit a copy of their Certificate of Insurance verifying current and valid coverage and specifically identifying “Beaufort County” as an Additional Insured. Beaufort County does not sell insurance. This type of insurance policy can be acquired from most private insurance carriers.

Applicants are required to provide proof of applicable business license(s). The applicant must submit a copy of their Beaufort County business license, as well as a copy of any other business license required to operate in the city and/or town the applicant conducts business.

Applicants requesting fee waivers due to nonprofit or educational institution status are required to provide proof of such status.

The County accepts no responsibility for the personal safety of any person, either inside or outside a Passive Park property and/or facility. The County is not responsible for damage, loss, or theft of personal property.

### **Ethical Standards**

The County presumes that all applicants conducting business on County Passive Park properties will uphold high ethical standards without regard to race, color, religion, sex, sexual orientation, age, national origin, and/or disability. Passive Park properties will not be approved for use by any group that advocates unconstitutional or illegal acts, or whose activities may be contrary to the best interests of the County or its citizens. No use shall be allowed that presents obvious danger to the safety of persons and property.

### **Hold Harmless/Indemnification Clause**

Applicants assume all risks incident to or in connection with the permitted use and shall be solely responsible for damage or injury of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted use or the conduct of applicant’s operation.

Applicants must expressly agree to defend, indemnify and to save the County harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims,

suits, losses, damages, or injuries directly or indirectly arising out of or in connection with the permitted use or conduct of its operation or resulting from the negligence or intentional acts or omissions of applicant or its officers, agents, and employees.



**Beaufort County Passive Parks Department  
Business Use Application**

**APPLICANT INFORMATION**

Applicant/Contact Name:

Business Name:

Street Address:

City/State/Zip:

Phone Number:

Email Address:

Website Address:

**USE INFORMATION**

Type of Use:

Use Activities (attach advertisement as separate sheet, if applicable):

Number of Attendees:                      Per Person Fee:

Requested Date(s) of Use (include schedule on separate sheet if needed):

Start Time:                      End Time:                      Total Time:

Property and/or Facility Requested (include schedule on separate sheet if needed):

Non-profit/Educational Institution Fee Waiver Requested: \_\_\_\_\_  
*If checked, proof of status documentation is required with application.*

On a separate sheet, provide a site plan map sketch of the area requesting to be used, including all property amenities requesting to be used (i.e. restrooms, picnic tables, benches, etc.) and any items requesting to be placed on the property (i.e. tents, signs, banners, sets, etc.).

I hereby stipulate that I have read and understand all the rules and regulations as set forth by the Business Use Policy and Application, its instructions, its associated Exhibit and the governing body of Beaufort County for the use of the property and/or facility. I agree to abide by the terms of the Business Use Policy and Application and further understand that if any of the terms are not complied with the County may terminate the permitted use. I also understand that proof of sufficient insurance and licensing will be required at the time of application submittal to the County.

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

For Office Use Only			
Permit #:		Approval Date:	
Staff Approval (Print Name):			
Staff Approval (Signature):			
Use Fee	Due: \$	Date Paid:	Payment Type:
Final Inspection			
Staff Initials:		Date:	



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
REQUEST FOR APPROVAL OF CAMP ST. MARY'S PARK CONCEPTUAL PLAN
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use Committee; January 8, 2024
<b>PRESENTER INFORMATION:</b>
Stefanie M. Nagid, Passive Parks Director (10 minutes)
<b>ITEM BACKGROUND:</b>
County Council approved the purchase of Camp St. Mary's through the Rural and Critical Lands Preservation Program on July 10, 2023.
<b>PROJECT / ITEM NARRATIVE:</b>
In August 2023, the Passive Parks Director hired Wood and Partner's to create a conceptual plan for Camp St. Mary's Park. A public open house was held on November 9, 2023, which had over 30 participants providing feedback on a draft plan. The draft plan was revised based on public input and is being presented to the Committee for approval. If approved, the next step is to complete civil drawings and permitting for a future construction bid. An estimate of proposed costs is also included in the backup, however this estimate is for informational purposes only and approval of the conceptual plan does not constitute approval of future funds.
<b>FISCAL IMPACT:</b>
\$29,000 was spent from the Passive Parks Fund (4502 Fund) for the creation of the conceptual plan (\$1,971,000 remains for hazardous material surveys, demolition, civil planning, permitting and construction).
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Camp St. Mary's Park conceptual plan as presented.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve, modify, or deny the Camp St. Mary's Park conceptual plan. Only Committee approval is necessary.

### PLAN LEGEND

- 1** Existing Dock
- 2** Open Air, Exposed Truss Shelter With Picnic Tables
- 3** Drop Off Area With Kayak Lay Down & Control Bollards
- 4** One Way Loop Drop-Off
- 5** ADA Accessible Parking
- 6** Restrooms With Timed Locks
- 7** Crushed Aggregate Drive Aisle
- 8** Improved Asphalt Entry Drive
- 9** Controlled Vehicular Access Gate With Security Camera & Turn Around
- 10** Diamond Rail Fencing
- 11** Arbor Swings
- 12** Crushed Aggregate Parking With Curb Stops



#### MASTER PLAN NOTES

- 1** Vehicular Entry Gate To Be Equipped With Security Cameras, Timed Opener/Closer & Signage Posting Park Hours
- 2** Repair Existing West Boundary Chain Link Fence & Supplement With Privacy Screening
- 3** Remove Existing Fence Along Camp St. Mary's Road & Replace With Diamond Rail Wood Fence
- 4** Kayak Launch To Be Added To Existing Dock
- 5** Utilize Well Water & Septic For New Restrooms
- 6** Entry Drive & New Drive Aisles Shall Meet All Beaufort County Development Standards
- 7** Roadside Swales To Be Improved For Stormwater And To Meet All Beaufort County Development And Stormwater Standards

## Camp St. Mary's Park

Conceptual Master Plan

Beaufort County, South Carolina

Opinion of Probable Costs based on Conceptual Plan Dated December 15th, 2023

Prepared For: Beaufort County, SC

Prepared by:  WOOD+PARTNERS  
LANDSCAPE ARCHITECTURE  
LAND PLANNING

December 15th, 2023

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>A. CONTRACTORS GENERAL CONDITIONS</b>				
1. General Conditions (7.5%)	1	LS	\$110,033.48	\$110,033.48
<b>CONTRACTORS GENERAL CONDITIONS Subtotal:</b>				<b>\$110,033.48</b>
<b>B. SITE PREPARATION</b>				
1. Construction Access (Tracking Pad)	1	Allowance	\$500.00	\$500.00
2. Mobilization / Demobilization	1	Allowance	\$25,000.00	\$25,000.00
3. Survey Stakeout & As-Built	1	Allowance	\$7,500.00	\$7,500.00
4. Erosion Control Measures	1	Allowance	\$50,000.00	\$50,000.00
5. Tree Protection Fencing	1	Allowance	\$15,000.00	\$15,000.00
6. Site Clearing & Grubbing	1	Allowance	\$15,000.00	\$15,000.00
<b>SITE PREPARATION Subtotal:</b>				<b>\$113,000.00</b>
<b>C. EARTHWORK, GRADING &amp; DEMOLITION</b>				
1. Earthwork / Fine Grading	9,000	SY	\$11.00	\$99,000.00
2. Minor Demolition (Excludes Existing Structures To Be Removed Under Separate Contract)	1	LS	\$15,000.00	\$15,000.00
3. Misc. Site Cleanup	1	Allowance	\$5,000.00	\$5,000.00
4. Unknown Conditions Allowance	1	Allowance	\$7,500.00	\$7,500.00
<b>EARTHWORK, GRADING &amp; DEMOLITION Subtotal:</b>				<b>\$126,500.00</b>
<b>D. UTILITIES &amp; STORM DRAINAGE</b>				
1. Tie Into Existing Well Service	1	Allowance	\$5,000.00	\$5,000.00
2. Waterline For Restroom	1	Allowance	\$10,000.00	\$10,000.00
3. Bioretention Areas (If Required) For Parking & Drive Enhancement	1	Allowance	\$75,000.00	\$75,000.00
4. Storm Drainage System For Entry (HDPE, Yard Inlets, Etc. As Required For Parking & Drive	1	Allowance	\$50,000.00	\$50,000.00
5. New Septic System For Restroom Building	1	Allowance	\$25,000.00	\$25,000.00
<b>UTILITIES &amp; STORM DRAINAGE Subtotal:</b>				<b>\$165,000.00</b>
<b>E. SITE ELECTRICAL</b>				
1. Single Security Light At Entry	1	Allowance	\$10,000.00	\$10,000.00
2. Misc. Site Electrical (For Gate Operation, Restroom/Shelter To Tie To Existing Power On Site)	1	Allowance	\$20,000.00	\$20,000.00
3. Uplights at Entry Gate Signage	1	Allowance	\$5,000.00	\$5,000.00
4. Camera At Entry Gate	1	Allowance	\$5,000.00	\$5,000.00
<b>SITE ELECTRICAL Subtotal:</b>				<b>\$40,000.00</b>
<b>F. HARDSCAPE DEVELOPMENT</b>				
1. Vehicular Control Gate at Park Entrance	1	LS	\$38,000.00	\$38,000.00
2. Entry Sign Wall & Columns at Control Gate	1	LS	\$15,000.00	\$15,000.00
3. Crushed Aggregate Drive Aisle	12,734	SF	\$7.00	\$89,138.00
4. Crushed Aggregate Parking Stalls (17 Total)	2,995	SF	\$7.00	\$20,965.00
5. Concrete Wheel Stops	19	EA	\$200.00	\$3,800.00
6. Diamond 4 Rail Perimeter & Parking Area Wood Fence	1,178	LF	\$75.00	\$88,350.00
7. Decorative Permeable Pavers (Pedestrian) At Dock Entrance	380	SF	\$18.00	\$6,840.00
8. Concrete Walks (Around Parking Lot & ADA Parking Spaces)	6,360	SF	\$8.00	\$50,880.00
9. Repair Chainlink Fencing Along Western Property Line; Add Screening	1	Allowance	\$8,500.00	\$8,500.00
10. Kayak Launch	1	Allowance	\$25,000.00	\$25,000.00
11. Permeable Pavers At Kayak Laydown Area	330	SF	\$18.00	\$5,940.00

**Camp St. Mary's Park**

Conceptual Master Plan

Beaufort County, South Carolina

**Opinion of Probable Costs based on Conceptual Plan Dated December 15th, 2023**

Prepared For: Beaufort County, SC

Prepared by:  **WOOD+PARTNERS**  
LANDSCAPE ARCHITECTURE  
LAND PLANNING

December 15th, 2023

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
12. Asphalt Entry Drive	475	SY	\$62.00	\$29,450.00
13. 12" Flush Concrete Ribbon Curb	1,915	LF	\$30.00	\$57,450.00
14. Concrete HC Parking Stalls (2 Total - 6" )	480	SF	\$10.00	\$4,800.00
15. Arbor Swings	2	EA	\$18,000.00	\$36,000.00
<b>HARDSCAPE DEVELOPMENT Subtotal:</b>				<b>\$480,113.00</b>
<b>G. LANDSCAPE DEVELOPMENT</b>				
1. Hydroseed Disturbed Areas	1	Allowance	\$10,000.00	\$10,000.00
<b>LANDSCAPE DEVELOPMENT Subtotal:</b>				<b>\$10,000.00</b>
<b>H. SITE FURNISHINGS &amp; SIGNAGE</b>				
1. Park ID / Info Sign On Entry Columns	2	EA	\$3,000.00	\$6,000.00
2. Handicap/Van Parking Signs on Wood Posts	2	EA	\$500.00	\$1,000.00
3. Decorative Wood Bollards At Drop-Off	16	EA	\$1,500.00	\$24,000.00
4. One-Way Directional Sign / Traffic Control	1	EA	\$1,500.00	\$1,500.00
<b>SITE FURNISHINGS &amp; SIGNAGE Subtotal:</b>				<b>\$32,500.00</b>
<b>I. BUILDINGS &amp; STRUCTURES</b>				
1. 18' x 24' Shelter	1	Allowance	\$225,000.00	\$225,000.00
2. Restroom Building (2 Family WC With Storage Area & Water Fountain)	1	Allowance	\$275,000.00	\$275,000.00
<b>BUILDINGS &amp; STRUCTURES Subtotal:</b>				<b>\$500,000.00</b>
<b>Summary</b>				\$1,577,146.48
<b>20% Contingency</b>				\$315,429.30
<b>PROJECT TOTAL</b>				<b>\$1,892,575.77</b>

**OPINION OF PROBABLE CONSTRUCTION COST:**

These opinions of probable construction costs are conceptual in nature & intended to be used for conceptual project programming and budgeting purposes only. The estimates are prepared as a guide only, are based on best available information, and are subject to change. The design team makes no warranty, either express or implied, that actual cost will not vary from the amounts indicated and assumes no liability for such variances. No detailed engineering, design or investigations have been completed at time of estimate. Estimates provided are intended to include work commonly associated with similar scope construction projects based on assumed scopes. The estimate excludes: any unknown aid to construction costs, offsite access, drainage, or utility improvements, dry utilities, etc. Any impact fees due with permit applications, all entitlements, all additional unknown professional fees assumed by the owner. This estimate also assumes existing soils are adequate to utilize for onsite structural fill, no special site specific additional fire safety compliance items are required, and no impacts to any natural resources, etc.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND TO PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS R600-021-000-0078-0000 AND ALSO KNOWN AS BARRELL LANDING ORR</b>
Community Services and Land Use Committee, January 8, 2024
<b>PRESENTER INFORMATION:</b>
Amanda Flake, Natural Resource Planner (5 minutes)
<b>ITEM BACKGROUND:</b>
Rural and Critical Land Preservation Board (RCLPB) recommended to pursue due diligence on 5/11/23, Community Services and Land Use Committee recommended due diligence on 6/12/23, RCLPB recommended to purchase on 11/9/23
<b>PROJECT / ITEM NARRATIVE:</b>
Barrell Landing Orr - Property consists of approximately 1.82 acres, zoned Community Center Mixed Use in unincorporated Beaufort County in the Okatie watershed. The property is surrounded almost entirely by existing RCLP Program acquisitions. Its purchase would improve the County's access to those investments and make the County property boundary whole.  The proposed purchase includes opportunity to purchase real property identified as R600-021-000-0078-0000 and also known as Barrell Landing Orr. The agreed upon purchase price is \$434,000.00 plus closing costs.
<b>FISCAL IMPACT:</b>
Not to exceed \$434,000.00 plus closing costs. (Account # 4500 with a balance of \$8,022,377)
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval as submitted
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve purchase of Barrell Landing Orr. Motion to reject purchase of Barrell Landing Orr.

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

**A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND TO PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS R600-021-000-0078-0000 AND ALSO KNOWN AS BARRELL LANDING FEE**

**WHEREAS**, Seller wishes to sell and Purchaser wishes to purchase fee simple interest on property currently identified as R600-021-000-0078-0000 of +/- 1.82 acres and also known as Barrell Landing Fee (“Property”); and

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

**WHEREAS**, the Property is within unincorporated Beaufort County and is surrounded by properties previously acquired with funding from the RCLP and owned by Beaufort County; and

**WHEREAS**, the proposal for the Property is for a fee simple acquisition, a purchase price not to exceed \$434,000 plus closing costs with funds coming from the Rural & Critical Program; and

**WHEREAS**, the proposed purchase of the Property was presented to the Rural and Critical Land Preservation Board (RCLPB) at the November 9, 2023 meeting and the RCLPB unanimously recommended approval of the purchase; and

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

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute the necessary documents and provide funding up to \$434,000.00 plus closing costs for the purchase of real property identified as TMS R600-021-000-0078-0000 and also known as Barrell Landing Fee.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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



## Project Analysis: Barrell Landing Orr

### PROPOSAL FOR: Fee Purchase

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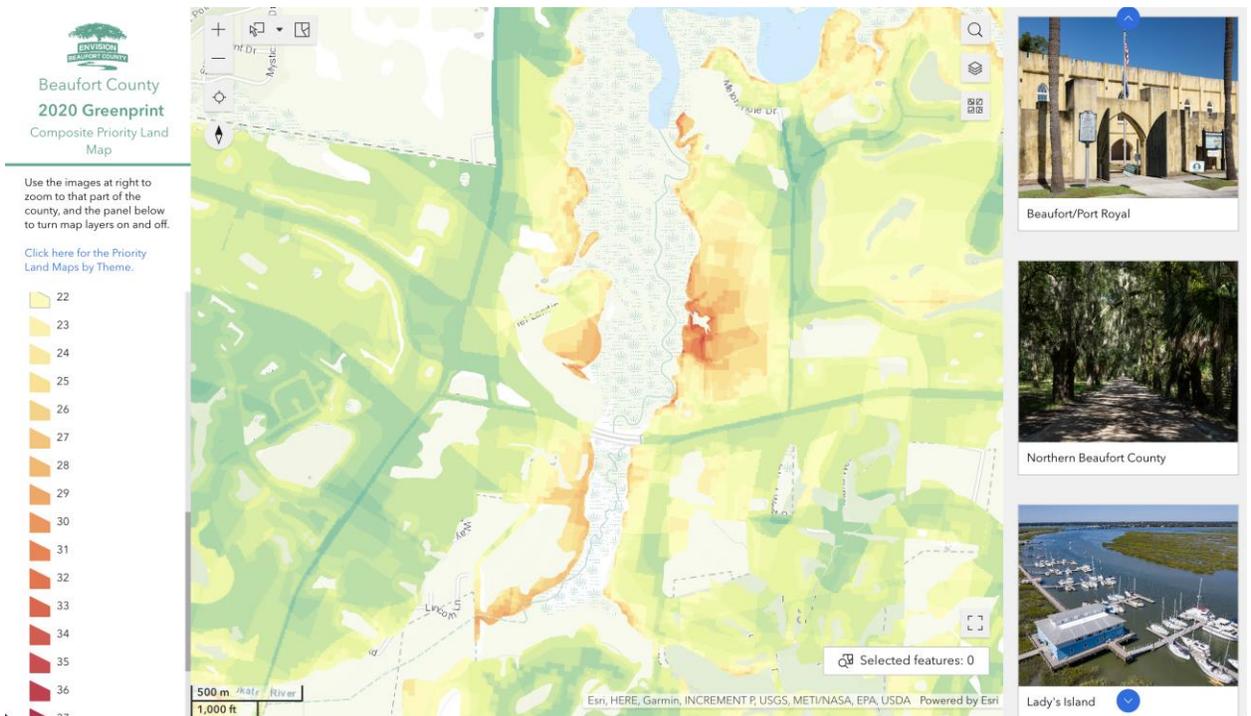
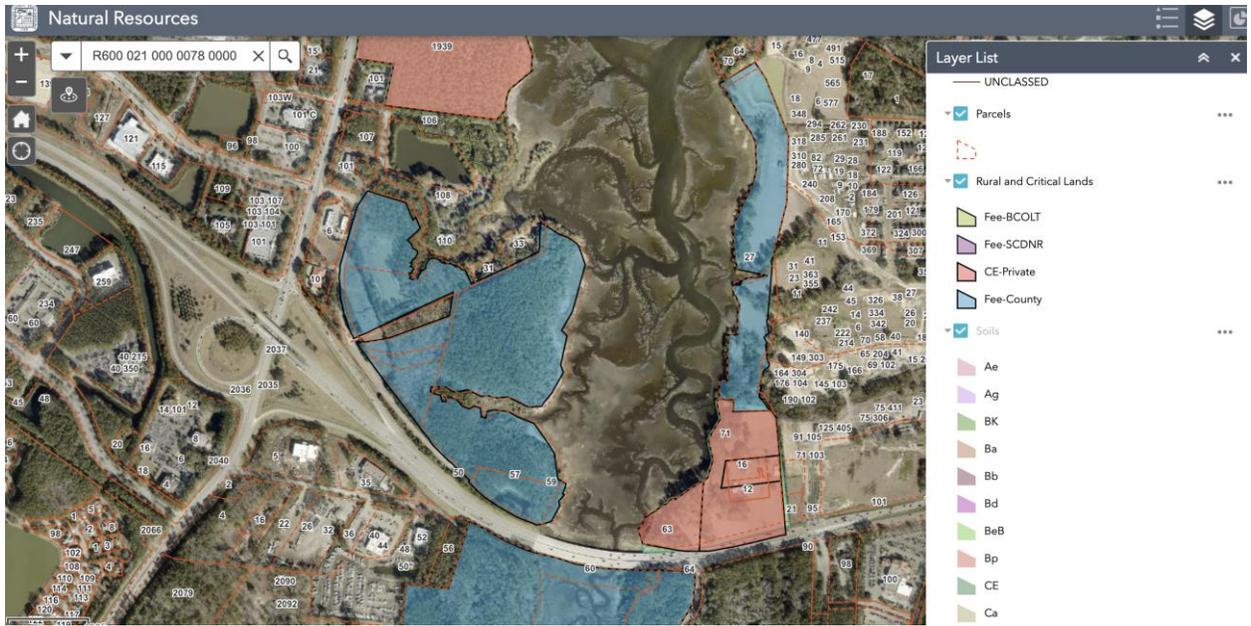
- PROPERTY ID: TMS# R600-021-000-0078-0000
- OWNER: Michael Orr
- ACREAGE: 1.82 acres
- PARTNERS: n/a
- TOTAL PRICE: \$434,000
- PRICE Negotiated/Acre: \$238,461/acre
- RCLPP FUNDS: \$434,000
- APPRAISED VALUE: \$434,000
- ZONING: Community Center Mixed Use
- COUNCIL DISTRICT: 5 (Passiment)
- LOCATION: 20 Barrell Landing Road, Bluffton

#### **Project Location and Attributes:**

- Property is located off of Barrell Landing Road
- Property is completely surrounded by County Owned property and is the current source of access to County owned property
- Access/use/benefit/enjoyment of Barrell landing park is improved by ownership
- Okatie River Watershed

#### **Purchase and Cost Structure:**

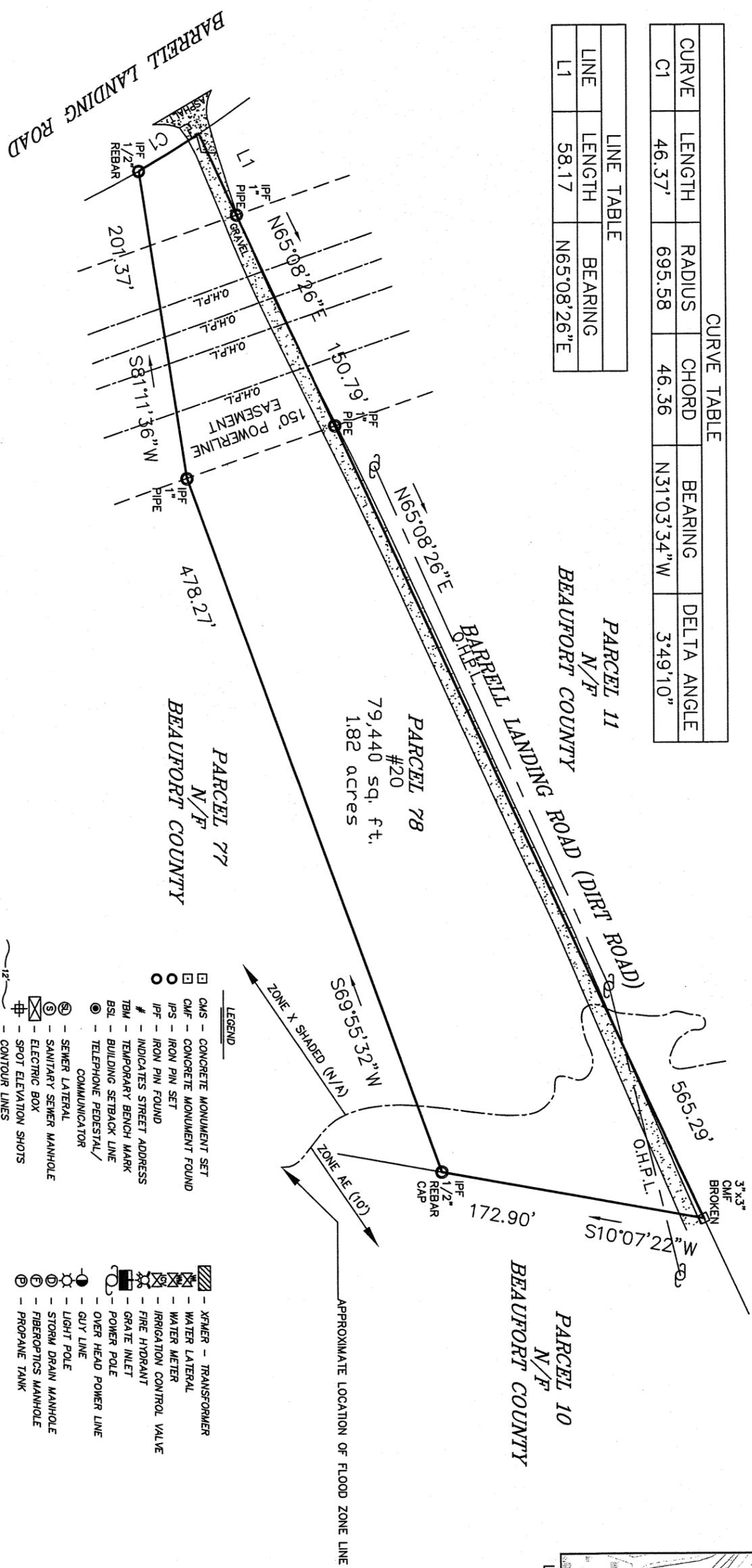
- Fee simple purchase at appraised value proposed



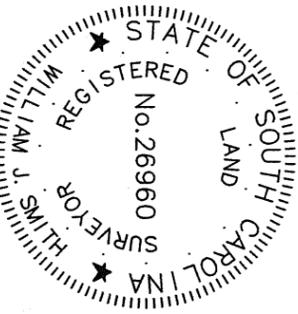
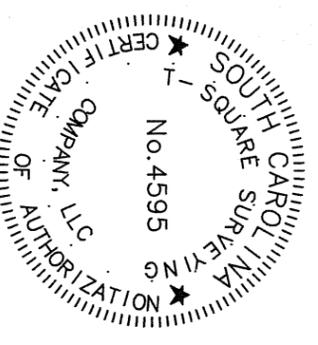
CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA ANGLE
C1	46.37'	695.58	46.36	N31°03'34"W	3°49'10"

LINE TABLE	
LINE	BEARING
L1	N65°08'26"E



- LEGEND**
- ☐ CMS - CONCRETE MONUMENT SET
  - ☐ CWF - CONCRETE MONUMENT FOUND
  - IPS - IRON PIN SET
  - IPF - IRON PIN FOUND
  - # - INDICATES STREET ADDRESS
  - TBM - TEMPORARY BENCH MARK
  - BSL - BUILDING SETBACK LINE
  - ☉ - TELEPHONE PEDESTAL/COMMUNICATOR
  - ⊙ - SEWER LATERAL
  - ⊙ - SANITARY SEWER MANHOLE
  - ⊙ - ELECTRIC BOX
  - ⊙ - SPOT ELEVATION SHOTS
  - - CONTOUR LINES
  - ▨ - XMER - TRANSFORMER
  - - WATER LATERAL
  - - WATER METER
  - - IRRIGATION CONTROL VALVE
  - - FIRE HYDRANT
  - - GRATE INLET
  - - POWER POLE
  - - OVER HEAD POWER LINE
  - - GUY LINE
  - - LIGHT POLE
  - - STORM DRAIN MANHOLE
  - - FIBEROPTICS MANHOLE
  - - PROPANE TANK



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, PLS # 269960

**NOTES:**

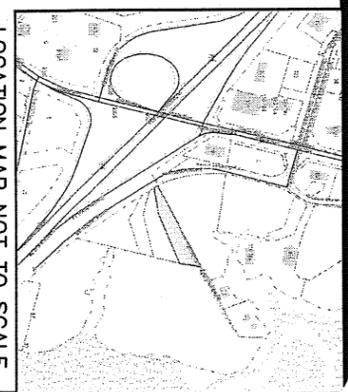
1. According to FEMA Flood Insurance Rate Map # 45013C0270G This Lot Appears To Lie In A Federal Flood Plain Zone AE & X SHADED. Minimum Required Elevation 100 Ft. NAVD88.
2. This Property May Be Subject To Easements, Protective Covenants And Other Facts That May Be Revealed By A Complete Title Search.
3. All Building Setback Requirements Should Be Verified With The Proper Authorities Prior To Design And Construction.

DIST. 600, MAP 21, PARCEL 78  
 REFERENCE PLAT(S):  
 PLAT BOOK 96 AT PAGE 181



THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF  
**BEAUFORT COUNTY**

A BOUNDARY SURVEY OF PARCEL 78 BARRELL LANDING ROAD,  
 DISTRICT 600, TAX MAP 21,  
 BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA.



DATE: OCTOBER 25, 2023

**SQUARE SURVEYING**

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

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

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

**WITNESSETH:**

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

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

1. **Real Property.** The Seller agrees to sell and the Purchaser agrees to purchase certain real property containing approximately one and eight two tenths (1.82) acres with TMS R600-021-000-0078-0000, commonly known as Barrell Landing and as further described in Exhibit A attached hereto and incorporated herein by reference; hereinafter collectively referred to as the “Property”.
2. **Purchase Price.** The purchase price of the Property shall be FOUR HUNDRED, THIRTY-FOUR THOUSAND (\$434,000.00) Dollars (“Purchase Price”).
3. **Conveyance of Title.** The Seller shall convey fee simple title of the Property to the County. Seller agrees to convey the Property by marketable title, free and clear of all liens and encumbrances whatsoever and those agreed upon to be assumed by Purchaser (the “Permitted Exceptions”). Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have twenty (20) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller’s election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser’s notice. Purchaser shall then have five (5) days from the date of Seller’s notice within which to notify Seller of Purchaser’s termination of this Agreement for lack of sufficient cure to such defects. Absent Seller’s receipt of notice from Purchaser within said five (5) day period, all of Purchaser’s outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.
4. **Survey.** Seller engaged T Square land surveyors, licensed in South Carolina, to prepare a boundary survey of the Property (the "Survey"), which shall be certified to Purchaser and the title insurers.

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

a) Inspection Period. Purchaser may cancel this Agreement at any time prior to January 30, 2024 (the "Inspection Period"). Purchaser shall notify Seller in writing of its desire to cancel this Agreement. This Agreement shall be cancelled immediately upon Seller's receipt of written cancellation notice, and neither party shall have any further obligations hereunder.

b) Right of Access for Inspection. Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other tests which the Purchaser may deem necessary, at Purchaser's expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement.

6. **Closing.** The Closing occurs when Purchaser transfers the Purchase Price to Seller and Seller conveys title of the Property to Purchaser.

a) Closing. The Closing shall occur on or before January 31, 2024 ("Closing Date") at the office of Purchaser's attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. All taxes for any years prior to 2024 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

7. **Brokerage Fees.** Seller represents that the Property is not subject to a listing contract with any real estate broker. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

8. **Seller's Delivery of Documentation.** Seller shall deliver to Purchaser at or before the Closing Date (at such times as Purchaser may reasonably request) a Limited Warranty Deed, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated.

9. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the Seller's representation that as of the Closing Date the warranties and representations of Seller shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller.

10. **Default.** If Purchaser or Seller fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of Seller's obligations under this Agreement, or terminate this Agreement with a written notice. If terminated, both Parties agree to cooperatively pursue their obligations set forth herein in good faith.

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

TO PURCHASER: Beaufort County  
Attn: John Robinson  
Post Office Drawer 1228  
Beaufort, SC 29901-1228

Copy to: Beaufort County  
Attn: Thomas J. Keaveny, II  
Post Office Box 1228  
Beaufort, SC 29901

Thomas A. Bendle, Jr.  
Howell, Gibson and Hughes PA  
Post Office Box 40  
Beaufort, SC 29901

TO SELLER:

Copy to: Michael and Julie Orr  
3622 Barnesmore Drive  
Castle Hayne, NC 28429

Walter Nester III  
23-B Shelter Cove Lane, Suite 400  
Hilton Head Island, South Carolina 29928

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

Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

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

14. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale of real estate and is in no way to be considered a joint venture between the Parties. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

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

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

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

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

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

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

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

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

**WITNESSES:**

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

**PURCHASER:**

\_\_\_\_\_  
John Robinson  
Interim Beaufort County Administrator

**WITNESSES:**

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

**SELLER:**

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

*Exhibit A*

**PROPERTY DESCRIPTION**

Beaufort County Tax Map: R600-021-000-0078-0000



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>RECOMMEND APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSIONS/NEGOTIATIONS FOR THE PROPOSED FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS RAWSTROM ROAD</b>
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use Committee, January 8 2024
<b>PRESENTER INFORMATION:</b>
Amanda Flake, Natural Resource Planner
<b>ITEM BACKGROUND:</b>
Rural and Critical Land Preservation Board recommended approval for due diligence on 11/9/23
<b>PROJECT / ITEM NARRATIVE:</b>
Rawstrom Road is recommended for due diligence. Purchase would protect 12 acres adjacent to Altamaha Heritage Preserve (DNR) and improve access to the property; property is in Okatie watershed.
<b>FISCAL IMPACT:</b>
\$10,000-due diligence fees Beaufort County Rural and Critical Land Preservation Program Bond Referendum (Account # 4500)
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve due diligence for Rawstrom Road Motion to modify due diligence for Rawstrom Road Motion to reject due diligence for Rawstrom Road



## Project Analysis: Rawstrom Road Fee

### PROPOSAL FOR: Due Diligence Fee

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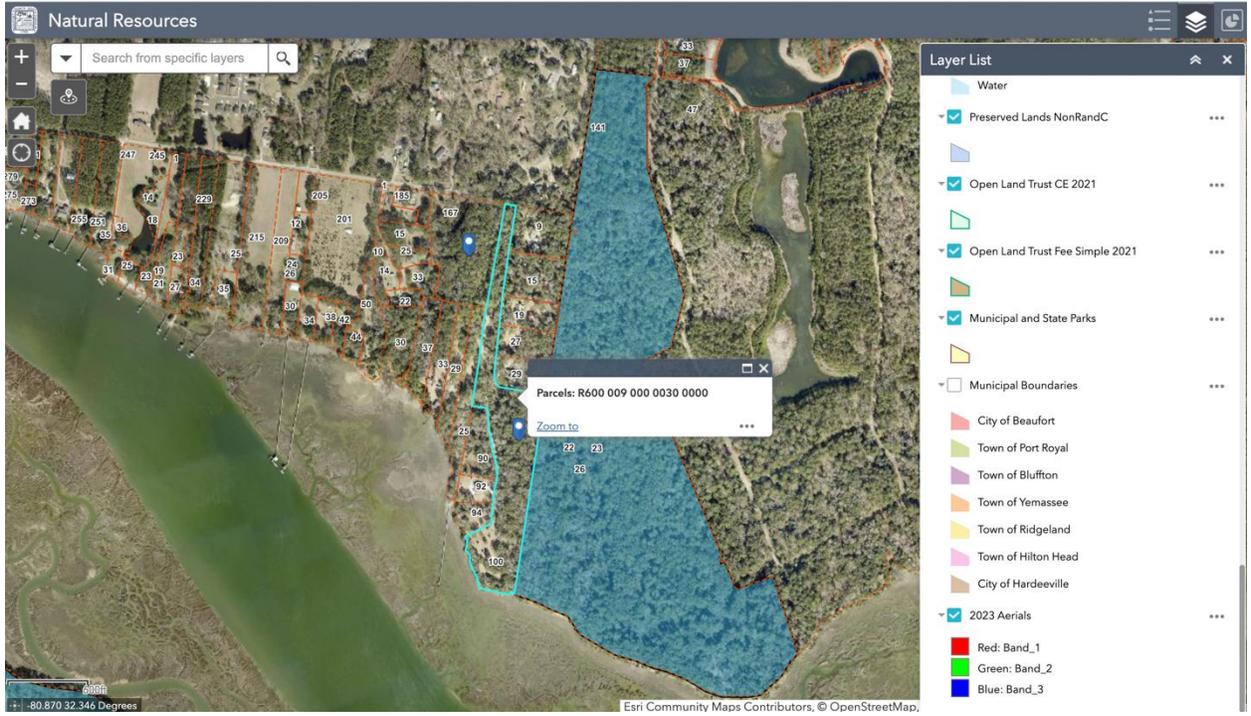
- PROPERTY ID: TMS# [R600 009 000 0030 0000](#)
- OWNER: New South Livin LLC
- ACREAGE: 11.66 acres
- PARTNERS: unknown
- TOTAL PRICE: unknown, list price is \$1.84m
- PRICE Negotiated/Acre: unknown
- RCLPP FUNDS: unknown
- APPRAISED VALUE: unknown
- ZONING: T2-Rural
- COUNCIL DISTRICT: 5 (Passiment)
- LOCATION: 100 Rawstrom Drive, Okatie SC

#### **Project Location and Attributes:**

- Property is located off Bailey Road, adjacent to SCDNR Altamaha Heritage Trust Preserve
- Would reduce construction immediately adjacent to HTP and facilitate county access
- Lot includes the private road for access

#### **Purchase and Cost Structure:**

- Fee for Passive park
- Neighboring 8.5 acres may also be available (167 Old Bailey Road)





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>RECOMMEND APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSIONS/NEGOTIATIONS FOR THE PROPOSED FEE SIMPLE PURCHASE OR PROPOSED DEVELOPMENT RIGHTS OF REAL PROPERTY KNOWN AS SEASIDE ROAD</b>
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use Committee, January 8 2024
<b>PRESENTER INFORMATION:</b>
Amanda Flake, Natural Resource Planner
<b>ITEM BACKGROUND:</b>
Rural and Critical Land Preservation Board recommended approval for due diligence on 11/9/23
<b>PROJECT / ITEM NARRATIVE:</b>
Seaside Road PDR/Fee is recommended for due diligence. PDR would protect 9.36 acres of active farmland, in marsh migration and farming corridor off Seaside Road, Fee would protect property across the street to be owned and maintained similar to other vista projects such as Blocker Field Extension; Proposed fee property is adjacent to cemetery.
<b>FISCAL IMPACT:</b>
\$10,000-due diligence fees Beaufort County Rural and Critical Land Preservation Program Bond Referendum (Account # 4500)
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve due diligence for Seaside Road Motion to modify due diligence for Seaside Road Motion to reject due diligence for Seaside Road



## Project Analysis: Seaside Road PDR/FEE

### PROPOSAL FOR: Due Diligence PDR / Fee

- PROPERTY ID: TMS# [R300 023 000 128B 0000](#), [R300 023 000 128C 0000](#), [R300 023 000 128D 0000](#) and : [R300 023 000 128A 0000](#) (fee)
- OWNER: Luke Inabinett
- ACREAGE: 10.73 acres total (9.36 CE, 1.37 fee)
- PARTNERS: OLT on fee property requested
- TOTAL PRICE: unknown
- PRICE Negotiated/Acre: unknown
- RCLPP FUNDS: unknown
- APPRAISED VALUE: unknown
- ZONING: T2-Rural CPO
- COUNCIL DISTRICT: 3 (Glover)
- LOCATION: 1047 Seaside Road, St Helena

#### **Project Location and Attributes:**

- Property is located off Seaside road, adjacent to 660 acres formerly known as "Henry Farms"
- Proposed fee property is adjacent to cemetery previously under development threat
- Proposed fee property could be maintained by OLT in similar nature to nearby properties, will be presented to OLT board on 11/27

#### **Purchase and Cost Structure:**

- CE on 9.36 acres, one house exists.
- Under small lot subdivision standards, 5 houses could be built on 9.36 acres.

