



Executive Committee

Chairman

PAUL SOMMERVILLE

Committee Members

ALICE HOWARD
LAWRENCE MCELYNN
STU RODMAN
MARK LAWSON

Interim County Administrator

ERIC GREENWAY

Clerk to Council

SARAH W. BROCK

Staff Support

ROBERT BECHTOLD

Administration Building

Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact

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

Executive Committee Agenda

Monday, April 05, 2021 at 1:00 PM

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

ALL OF OUR MEETING ARE AVAILABLE FOR VIEWING ONLINE AT WWW.BEAUFORTCOUNTYSC.GOV AND CAN ALSO BE VIEWED ON HARGARY CHANNELS 9 AND 113, COMCAST CHANNEL 2, AND SPECTRUM CHANNEL 1304

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. APPROVAL OF MINUTES- March 1, 2021

AGENDA ITEMS

6. A DISCUSSION REGARDING THE ELEMENTS OF THE RULES AND PROCEDURES HANDBOOK
7. A RESOLUTION TO SET FORTH A UNIFORM POLICY FOR PROCESSING, RESPONDING TO, AND TRACKING REQUESTS FOR PUBLIC RECORDS IN COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 et seq.
8. A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO ACCEPT FAA GRANTS
9. A RESOLUTION AUTHORIZING THE SETTLEMENT OF CLAIMS RELATED TO THE CARE ENVIRONMENTAL WASTE DISPOSAL SITE
10. APPROVAL OF INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY, PORT ROYAL, AND THE CITY OF BEAUFORT- PROJECT BURGER, GLASS, GARDEN, AND STONE
11. AN ORDINANCE TO MAKE PERMANENT THE PREVIOUSLY ADOPTED EMERGENCY RESOLUTION ALLOWING FOR ELECTRONIC OR HYBRID MEETINGS, AND OTHER MATTERS RELATED THERETO
12. AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT LOCAL OPTION SALES AND USE TAX WITHIN BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-10-10 ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSE OF THE TAX; TO

IMPOSE CONDITIONS AND RESTRICTIONS UPON THE USE OF THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM FOR THE IMPOSITION OF THE TAX; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, AND OTHER MATTERS RELATING THERETO

13. AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL-MANAGER FORM OF GOVERNMENT

CITIZEN COMMENTS

14. **CITIZEN COMMENTS-** CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK:](#)

Meeting number (access code): 160 846 4760

Password: BC123

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

15. ADJOURNMENT



**County Council of
Beaufort County
Executive Committee
Meeting**

Chairman
PAUL SOMMERVILLE

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Executive Committee Minutes

Monday, March 1, 2021 at 1:00 PM

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

ALL OF OUR MEETINGS ARE AVAILABLE FOR VIEWING ONLINE AT WWW.BEAUFORTCOUNTYSC.GOV AND CAN ALSO BE VIEWED ON HARGRAY CHANNELS 9 AND 113, COMCAST CHANNEL 2, AND SPECTRUM CHANNEL 1304

CALL TO ORDER

Committee Chairman Sommerville called the meeting to order at 1:00 PM.

PRESENT

Committee Chairman Sommerville
Council Member Flewelling
Council member Howard
Council Member Passiment
Council Member Cunningham
Council Member Lawson
Council Member Rodman
Council Member Hervochon
Council Member Glover
Council Member McElynn
Council Member Dawson

PLEDGE OF ALLEGIANCE

Committee Chairman Sommerville led the Pledge of Allegiance

FOIA

Committee Chairman Sommerville noted that the Public Notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

It was moved by Council Member Rodman, seconded by Council Member Howard to **“approve the agenda”**. 11:0 Motion carried

APPROVAL OF MINUTES: February 8, 2021

It was moved by Council Member Glover, seconded by Council Member Howard to **“approve the minutes from February 8, 2021”**. 11:0 Motion carried

DISCUSSION ITEMS

A Resolution To Set Forth A Uniform Policy For Processing, Responding To And Tracking Requests For Public Records In Compliance With The Freedom Of Information Act SC Code Of Laws 30-4-10 Et Seq. Brittany Ward, Deputy County Attorney

[Link to Power Point Presentation](#)

This resolution is to set forth a uniform policy for processing, responding to, and tracking requests for public records. This policy is intended to balance Beaufort County's ("County") commitment to transparency and openness, while ensuring the protection of the County's confidentiality concerns and security interest.

Discussion:

- Remove language that states resumes, benefits packages, and resignation letters and add that items will be redacted by law pertaining to Family Privacy Protection Act, HIPPA and specific laws will be given when FOIA is returned.
- Concerns by the requester that resumes were redacted, which is why it was included.
- Concerned that there isn't a stated reason why things are redacted, to include the law.
- Redacting software has an option to place a comment on why items was redacted.
- Not allowed to take pictures of architectural plans and surveys when viewed.
- Video footage and audio recordings can only be released to law enforcement or via subpoena.
- Some request require an affidavit that information is not being used for commercial solicitation, especially when requesting a massive amount of data.
- Affidavit is required when obtaining architectural plans stating that they are the owner of the documents.
- It is necessary to protect that information by law and legal to obtain an affidavit with certain FOIA that the requester is not breaking the law.
- Commercial purpose phrasing needs to be rephrased due to the intent giving reads that the information requested is being used for solicitation.
- Suggestions of having the first few FOIA request for the public to be free until they reach a certain dollar amount and then charging.

It was moved by Council Member Passiment, seconded by Council Member Howard to approve the "**Resolution to Set Forth a Uniform Policy for Processing, Responding To and Tracking Requests for Public Records in Compliance with the Freedom of Information Act SC Code of Laws 30-4-10 et seq.**"

Motion withdrawn for legal to review proposed changes by Council. Will discuss at next Executive Committee Meeting.

Boards and Commissions

Discussion:

- Spread sheet distributed to Council
- Council Liaison to have relationship with staff liaison for the board
- Develop a reporting system
- Northern Regional Implementation Committee added

Rules and Procedures

Discussion:

- Meeting in person, zoom or hybrid

Referendums

Discussion:

1. Forms of Government
2. Local Option Sales Tax
 - Putting on 2021 or 2022 referendum, when will it go into effect?
 - Elected Officials term will expire in 2022.
 - Recommended to put on the year before the Auditor and Treasurers term expires.
 - Needs legal opinion for further discussion.
 - List of items for paid by referendum

CITIZEN COMMENTS

No citizen comments.

ADJOURNMENT

The meeting adjourned at 2:09 p.m.

Ratified by Committee:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO SET FORTH A UNIFORM POLICY FOR PROCESSING, RESPONDING TO, AND TRACKING REQUESTS FOR PUBLIC RECORDS IN COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 et seq.
MEETING NAME AND DATE:
Executive Committee – February 8, 2021
PRESENTER INFORMATION:
Robert Bechtold-IDCA, Tamekia Judge-Records Management Director (10 Minutes)
ITEM BACKGROUND:
<i>None</i>
PROJECT / ITEM NARRATIVE:
To set forth a uniform policy for processing, responding to, and tracking requests for public records. This Policy is intended to balance Beaufort County’s (“County”) commitment to transparency and openness, while ensuring the protection of the County’s confidentiality concerns and security interests.
FISCAL IMPACT:
<i>None</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the resolution.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny a resolution to set forth a uniform policy for processing, responding to, and tracking requests for public records in compliance with the Freedom of Information Act SC Code of Laws 30-4-10 et seq. <i>(Move forward to Council for Approval/Adoption on February 8, 2021)</i>

RESOLUTION NO. 2021 / XX

A RESOLUTION TO SET FORTH A UNIFORM POLICY FOR PROCESSING, RESPONDING TO, AND TRACKING REQUESTS FOR PUBLIC RECORDS IN COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 et seq.

WHEREAS, the South Carolina Freedom of Information Act, which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the “*Act*”) declares that it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy.; and

WHEREAS, in order to ensure that the County conducts public business in an open and public manner, it shall be the policy of the County to comply with both the letter and the spirit of the Freedom of Information Act (“FOIA”), as codified at §§ 30-4-10 et seq. of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the County Council of Beaufort has determined that a formal policy regarding the submission and processing of requests for access to public records under FOIA should be adopted to provide the public and County’s employees with clear requirements and practices that will permit the County to operate in an open and public manner.

NOW THEREFORE BE IT RESOLVED, by County Council of Beaufort County (the “*Governing Body*”) as set forth below:

SECTION 1. Pursuant to the findings above, the Council hereby adopts its Policy Regarding Requests for Public Records Under the Freedom of Information Act (the “*Policy*”), a copy of which is attached hereto.

SECTION 2. In adopting the Policy, the Governing Body has determined that the fee schedule for staff time and copies included in the Policy is an accurate reflection of the actual cost of searching for and making copies of records. The schedule has been approved by the terms of this Resolution, but may be updated in the reasonable discretion of the Governing Body by subsequent resolution or by the approval of its annual budget.

SECTION 3. In approving this Resolution and the Policy, the Governing Body expressly adopts any and all exemptions, restrictions and limitations from disclosure contained within FOIA as may be amended from time to time, and any additional exemptions, restrictions or limitations from disclosure that may be provided for now or in the future under South Carolina or Federal law.

SECTION 4. The Policy is effective immediately upon the adoption of this Resolution.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



Beaufort County Freedom of Information Act Policy

I. PURPOSE

The purpose of the Beaufort County Freedom of Information Act (FOIA) Policy (“Policy”) is to set forth a uniform policy for processing, responding to, and tracking requests for public records. This Policy is intended to balance Beaufort County’s (“County”) commitment to transparency and openness, while ensuring the protection of the County’s confidentiality concerns and security interests.

This Policy does not intend to encompass all aspects of FOIA law, nor to detail the specific procedures of the County’s FOIA specialists. Any term not specifically defined in this Policy shall be defined as provided for in S.C. Code Ann. Title 30 Chapter 4.

II. BACKGROUND

The South Carolina Freedom of Information Act, S.C. Code Ann. Title 30 Chapter 4 provides the public access to public records created by or in the custody of Beaufort County in order to “learn and report fully the activities of their public officials.” S.C. Code Ann. §30-4-15. Except as provided for by law, FOIA governs access to public records in the possession of public bodies or its officers and employees.

III. APPLICABILITY

This policy is applicable to all departments under the supervision of the Beaufort County Administrator and to any board or commission whose members are appointed by the County Council of Beaufort County, South Carolina, as well as the governing body of Beaufort County Government. This Policy shall apply to all parties submitting a request for public records including, but not limited to, individual citizens, businesses, and media publications.

IV. ROLES AND RESPONSIBILITIES

A. Records Management Department and FOIA Specialist

The Beaufort County Records Management Department (“Records Management”) has designated FOIA specialists who administer the process of accepting, processing, routing, compiling and responding to all FOIA requests for all Beaufort County departments. The FOIA specialists work within the Records Management Department and are supervised by its department head.

B. Department FOIA Representative

Within each county department, persons are appointed as department-level Freedom of Information Act representatives to receive and respond to portions of FOIA requests assigned to their department. These FOIA representatives and their department heads are responsible for fulfilling FOIA requests.

C. Elected Officials

Elected officials (i.e., County Council, Clerk of Court, Probate Judge, Sheriff, Coroner, Auditor, and Treasurer) and their departments, boards and officers, who are not subordinate to the County Administrator, may handle their own FOIA requests. If the elected official decides to allow Records

Management and the FOIA Specialists to administer their FOIA requests, they agree to adhere to the policy and procedures set forth in this Policy.

V. PUBLIC RECORDS GENERALLY

A. Public Records Under FOIA

A “public record” is any record containing information relating to the conduct of government business, which is prepared, owned, used, or retained by a public body. This includes, but is not limited to, emails, handwritten notes, reports, drafts, letters, spreadsheets, contracts, calendars, audio files, and photographs.

It is the subject matter of the record, not its form, which determines whether a record is considered a public record.

B. Records Not Under this FOIA Policy

Any record that was not created, produced, collected, received or retained during the ordinary course of business are not considered public records, and are not subject to disclosure under FOIA. These types of records include, but are not limited to, spam emails, documents or emails of a personal nature(s).

Requests for public records in the custody of the following public bodies, among others, are not in the custody of Beaufort County and are therefore not covered by this Policy:

1. Beaufort County School District
2. Fourteenth Circuit Solicitor’s Office

C. Access to FOIA Requests

The Records Management Department is the County department solely responsible for receiving and maintaining FOIA requests and the documents associated with FOIA requests. Beaufort County employees and staff members should not access the FOIA database, or any documents associated with a FOIA request, that do not require their attention. If it is determined by the County Administrator and Records Management Department that a County employee or staff member has inappropriately accessed a FOIA request, disciplinary actions as provided for in the Beaufort County Employee Handbook shall be followed.

This Section is not applicable to public bodies who are not covered by this Policy.

D. Communication Following a FOIA Request

Following the receipt of a FOIA request related to, but not limited to, an elected official, County employee, or confidential information the Records Management Department will communicate the FOIA request to the County Administrator. The County Administrator will, at its discretion, inform the individuals related to the FOIA request of the information being requested.

VI. SUBMITTAL OF FOIA REQUESTS

A. Form of Requests

By law, any member of the public can submit a FOIA request to any member of Beaufort County government verbally or in writing. A request for public records are encouraged to be made in writing to the Records Management department by completing the online FOIA Request Form on the Beaufort County website: <http://www.beaufortcountysc.gov/foia>.

If a request is received by a department other than Records Management, the receiver should adhere to the appropriate following response:

- a) *Email.* Immediately forward the entire request and all attachments to the FOIA Specialist at bcfoia@bcgov.net.
- b) *Mail or Delivery Service.* Stamp or mark the envelope with the date it was received and forward everything via interdepartmental mail to "FOIA/Records Management."
- c) *Phone.* Transfer the call to 843-255-7200.
- d) *In Person.* Either direct the requester 1) to complete the form on the website; 2) to email the request to bcfoia@bcgov.net; or 3) call 843-255-7200.

B. Receipt Date/Time

The processing time for a FOIA request begins on the day the request is received, except for requests received outside of normal business hours. Requests received 4:30 p.m. or later on a business day, on weekends, or on holidays are considered received the next business day.

C. Content of Requests

Requestors are encouraged to provide as much specificity as possible to ensure the County can identify and locate the requested records. If a request(s) is not reasonably specific, the Records Management Department should contact the requester within ten (10) days to request additional information.

D. Responses to Requester

In accordance with the South Carolina Freedom of Information Act, Beaufort County has ten (10) working days (excepting Saturdays, Sundays, and legal public holidays) to determine if the information requested is publicly available under the FOIA and whether or not a fee is required.

Before the end of the ten (10) day response period written communication should be sent to: (1) acknowledge the receipt of the request; (2) confirm the request was specific enough to obtain records, provide information about fees, costs; (3) convey whether a 25% deposit is required; (4) provide a date, time, and place the records will be available to be inspected if an inspection is requested.

E. Deposit Requirement

Following an assessment by Records Management, if the request exceeds an actual cost of \$50.00, a 25% deposit may be required before the request is fulfilled. When a deposit is required, the 30 calendar day response period does not begin until the required deposit is received.

Payment is **required in full** before the public records are released to the requestor.

VII. OBTAINING RECORDS

Within 10 business days of the original request (or 20 business days for records more than 24 months old), the FOIA specialists must respond to the requester with their findings. They will either provide the requested documents to the requester (if all have been provided by the departments), or they will notify the requester that documents exist but that it will take time to search and compile records and/or that a fee is required to complete the work.

The request must be completed within 30 calendar days (or 35 days for records more than 24 months old) following the receipt of a deposit or payment of the estimated full amount.

A. Department Responsibilities

Following a request from Records Management for records, each department representative must analyze the request to confirm if the requested documents pertain to that department. If so, an exhaustive search of its files must be completed in order to determine any and all documents that fulfill the broadest sense of the request. If the request does not pertain to that department or if no documents were found in response to the request, the department representative provides a statement as such, which is later reported to the requester.

B. Elected Officials

All requests for records on elected officials' personal devices or accounts, most notably emails on non-@bcgov.net accounts, must be submitted directly to the elected official. Beaufort County Administration does not own, operate, or have access to these accounts or devices nor can it compel elected officials to produce records found therein.

VIII. FOIA EXEMPTIONS

FOIA contains discretionary exemptions under which public records may be withheld, as well as mandatory exemptions. If the applicability of an exemption is uncertain the Legal Department shall be consulted.

All records in response to a FOIA request shall be submitted by the applicable department to the Records Management Department or, when appropriate, the Legal Department in their entirety without redactions.

A. Duty to Redact

Under FOIA, the County may not withhold public records in their entirety because of an exemption. The County is obligated to produce the records with the exempt material redacted, unless the records fall within a required exemption as provided for in Section VIII(B) of this Policy.

B. Required Exemptions

A record must be withheld from disclosure in its entirety when a federal or South Carolina law requires that the record is exempt from disclosure. Records which are not public record under FOIA and are exempt from disclosure entirely include:

- (1) income tax returns;
- (2) medical records;
- (3) hospital medical staff reports;
- (4) scholastic records;
- (5) adoption records;
- (6) records related to registration and circulation of library materials to the extent they identify library patrons;
- (7) information relating to security plans;
- (8) the identity or information tending to reveal the identity of any individual who in good faith makes a complaint or otherwise discloses information which alleges a violation or potential violation of law or regulation to a state regulatory agency;
- (9) obtaining or using any personal information acquired from a state agency for commercial solicitation; or
- (10) other records which by law are required to be closed to the public.

No department should make the decision to withhold records without consulting the Records Management Department or the Legal Department.

C. Employee Personnel Files

Beaufort County employee personnel files (“Personnel File”) may be released in accordance with this Section. A Personnel File includes “information of a personal nature where the public disclosure thereof would constitute unreasonable invasion of personal privacy.” S.C. Code Ann. Sec. 30-4-40. Specifically, documents including, but not limited to, drivers licenses, information about spouse and children, personal phone numbers, personal email addresses, resumes, health insurance, benefit packages, employee reviews, and resignation letters will be redacted in order to adhere to FOIA law and protect the personal privacy of Beaufort County employees.

D. Architectural Plans and Surveys

Architectural plans are protected by federal law, and under SC Code 30-4-30(A)(1) a person has a right to “inspect, copy or receive an electronic transmission of any public record of a public, except as otherwise provided by Section 30-4-40, or other state and federal laws.” Pursuant to the aforementioned SC Code Section, the request for architectural plans are exempt or are redacted accordingly.

Surveys shall not be released, copied, or distributed. The County shall allow for individuals to view a survey upon request.

E. Video and Audio Records

Video and audio recorded within any building owned or occupied by Beaufort County are for security purposes and copies will not be released. Matters exempt from disclosure, S.C. Code Ann. Sec. 30-4-40.

F. Release of Exempt Records or Documents

Nothing in this Section is to conflict with, or supersede, any other Beaufort County policy relating the maintenance or release of records or documents. If this Section does conflict with any other Beaufort County policy, then the other policy shall be followed.

1. *Owner of Record Required.* A record or document that is exempt pursuant to the Beaufort County FOIA Policy, may be released at the discretion of the County when the requester is the owner of the records or document. Additionally, when applying the privacy exemption the County may, at its discretion, release the reports or documents to the requester if the privacy interest at stake in the FOIA exemption belongs to the requester. If the County determines that the exempt records or documents are releasable pursuant to this section, then the requester must complete a Statement as provided for in Exhibit A of this Policy, or a similar document as provided for by the County.

2. *Commercial Solicitation.* A FOIA request that includes, but is not limited to, extensive tax records, housing records, or records pertaining to a large number of citizens in the County; the County may require a Commercial Solicitation Statement be executed by the requester. Prior to the documents being released, the County must receive a copy of the executed Statement as provided for in Exhibit B of this Policy, or a similar document as provided for by the County.

IX. CHARGES FOR THE PRODUCTION OF RECORDS

The FOIA allows the County to establish and collect reasonable fees not to exceed the actual cost of the search, retrieval, and redaction of records. S.C. Code Ann. §30-4-30(B). The County may amend the charges for costs when determined appropriate by the County Administrator.

A. Labor Costs

Each department providing records in a response to a FOIA request is responsible for providing the number of hours required to complete the response to Records Management Department. The number of hours will be charged for the actual time spent by County staff in producing the requested records rounded down to the nearest 15-minute increment. The hourly rate “shall not exceed the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request.” S.C. Code Ann. §30-4-30(B).

The labor cost will be calculated according to the following guidelines:

Service	Cost
Search and Retrieval by Department for Records (excluding IT Department)	Department Staff: \$14.00/hour Department Director: \$24.00/hour Assistant Administrator: \$50.00/hour Deputy/County Administrator: \$50.00/hour
Retrieval of Electronic Records by the IT Department	IT Department: \$33.00/hour
*Redactions	FOIA Specialist: \$14.00/hour Legal Department: \$30.00/hour

**Cost of redactions are based on one (1) minute per page requiring redaction*

B. Copying and Other Costs

When physical copies of the records are requested the County shall provide the requestor the current rate of the County’s copying cost per page. The charge for copying must reflect the actual costs incurred by the County. The charges in this Section do not include records that are provided electronically to the requester.

The County may charge for the actual cost of the medium used to provide the records including, but not limited to, thumb drive, CD, or DVD; and for the actual cost of postage and packaging associated with mailing the responsive records.

Copying and other costs will be calculated according to the following guidelines:

Service	Cost
Printed Copies of Records (excluding GIS Maps)	\$0.20 per page (up to 11x17 only)
GIS Maps	\$10.00 up to 11x17 \$20.00 larger than 11x17
USB Drive	\$7.00 each
Certified Copy from Clerk of Court	\$3.00 per copy
Certified Copy from Family Court	\$5.00 per copy (All documents will be certified)
Certified Copy from Magistrate	\$0.50 per page
Postage expense	Actual cost as determined by size, weight and zip code

C. Cost Waiver

The County may waive the costs associated with a FOIA request when the cost of producing the response is less than \$50.00. A waiver shall not be applied when a requester, or anyone associated with the requester, submits a second request for public records within seven (7) calendar days of the first request,

and the requests are of the same nature. The waiver as provided for in this Section is applied at the discretion of Records Management and the County Administrator.

X. Inactive FOIA Requests

FOIA requests will be closed after 90 calendar days of inactivity. Inactivity is defined as a lack of a response from requesters to phone calls and/or correspondence by FOIA specialists or due to a lack of payment, and will typically not be reopened.

After 30 days of inactivity, FOIA specialists will issue one courtesy reminder in an attempt to reopen communication with the requester. After 90 days, the requester must submit a new FOIA request, which will be processed normally.

Upon a request being inactive, the requestor surrenders any deposit and the deposit may not be used towards any future FOIA requests.

EXHIBIT A



Release of Record or Document
Statement of Ownership and Indemnity Agreement

Contact Information:	

Address	

Telephone Number	Email Address (if available)
_____	_____

I, _____, being first duly sworn on oath says: (please initial)

_____ I am the owner of the record or document being requested.

_____ I am the individual, or have been provided authorization by the individual, who the records are about.

I hereby authorize Beaufort County to release the aforementioned document to me and I hereby agree to completely indemnify Beaufort County against any claim to releasing such record or document which might be made by any person, in the event that person is determined to be the rightful owner or interested party to such record or document.

Claimant's Signature

Authorized Individual (*when applicable*)

Date Statement Received _____ Receipt Acknowledged by: _____

EXHIBIT B



Statement of Commercial Solicitation and Indemnity Agreement

Contact Information:

Address

Telephone Number

Email Address (if available)

I, _____, being first duly sworn on oath says: (please initial)

_____ I am the individual requesting the information.

_____ I am representing _____, as the _____
Name of Corporation/Organization *Title of Position*

I hereby affirm that the information requested from Beaufort County pursuant to a Freedom of Information Act request, **will not be used for commercial solicitation nor knowingly sold or given to secondary or tertiary parties** who intend to use the information for Commercial Solicitation as defined in Section 30-2-10 of the *South Carolina Code of Laws* (2017, as amended). I hereby agree to completely indemnify Beaufort County against any claim, by any individual, if such record or document is used for Commercial Solicitation purposes.

Requestor's Signature

To Be Completed by Beaufort County

Date Statement Received _____ Receipt Acknowledged by: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Resolution Authorizing Interim County Administrator to Accept FAA Grants 16, 48, 49 (Fiscal impact: Incoming Grant Funds)</i>
MEETING NAME AND DATE:
<i>Executive Committee – April 5, 2021</i>
PRESENTER INFORMATION:
<i>Jon Rembold, C.M. Airports Director (5 minutes)</i>
ITEM BACKGROUND:
<i>The FAA has been tasked with distributing Federal Coronavirus Relief and Response Funding to Airports.</i>
PROJECT / ITEM NARRATIVE:
<i>At the request of the FAA, the Airports Department submitted applications for the following grants which have been offered in the amounts shown: FAA Airport Coronavirus Response Grant Program (ACRGP 16) –Beaufort Executive Airport - \$13,000.00 FAA Airport Coronavirus Response Grant Program (ACRGP 48) – Hilton Head Island Airport - \$23,689.00 FAA Airport Coronavirus Response Grant Program (ACRGP 49) – Hilton Head Island Airport - \$1,392,737.00 These ACRGP Grants are provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) to provide eligible sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. The grant offer cover letter requires the governing body to provide authority to execute the grant to the individual signing the grant, in this case, the Interim County Administrator</i>
FISCAL IMPACT:
<i>The airports will receive grant funds in the amounts listed above.</i>
STAFF RECOMMENDATIONS TO COMMITTEE:
<i>Approve Resolution Authorizing Interim County Administrator to Accept FAA Grants 16, 48, 49</i>
OPTIONS FOR COMMITTEE MOTION:
<i>Motion to approve /deny the Resolution Authorizing Interim County Administrator to Accept FAA Grants 16, 48, 49 Next step: County Council Meeting –April 26, 2021</i>

RESOLUTION _____

A RESOLUTION PROVIDING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE SPECIFIED GRANTS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

WHEREAS, the Congress of the United States adopted, and the President of the United States on December 27, 2020 signed into law, the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) which includes nearly \$2billion in funds to be awarded as economic relief to U.S. airports and eligible concessions at those airports to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19) pandemic; and

WHEREAS, to distribute these funds, the Federal Aviation Administration (FAA) has established the Airport Coronavirus Response Grant Program (ACRGP) the purpose of which is to make grants available to a variety of airports including some public-owned airports in order to provide economic relief to airports affected by the COVID-19 pandemic; and

WHEREAS, Beaufort County has submitted to the FAA, and the FAA has granted, the following ACRGP applications:

1. ACRGP Grant Number 3-45-0008-016-2021 in the amount of \$13,000;
2. ACRGP Grant Number 3-45-0030-048-2021 in the amount of \$23,689;
3. ACRGP Grant Number 3-45-0030-049-2021 in the amount of \$34,441 (Primary KC2021) and \$1,358,296 (Primary KQ2021); and

WHEREAS, the FAA's grant offer specifically provides that the governing body must provide authority to execute the grant to the individual signing the grant (i.e., the entity's authorized representative).

NOW THEREFORE, IT IS HEREBY ORDAINED, at a duly called meeting of Beaufort County Council, that the County Administrator (Interim) is hereby provided the authority necessary to execute the aforementioned ACRGP grants.

Adopted this _____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

Clerk to Council

Sarah Brock



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>A resolution authorizing the settlement of claims related to the Care Environmental waste disposal site</i>
MEETING NAME AND DATE:
Executive Committee April 5, 2021
PRESENTER INFORMATION:
<i>Kurt Taylor, County Attorney</i> <i>5 minutes</i>
ITEM BACKGROUND:
<p>The County arranged for Care Environmental to conduct household hazardous waste collection events in the County starting at least as early as 2009</p> <p>--Care Environmental took the waste to a site it leased in Valdosta Georgia. It is unclear whether Care mismanaged waste from the beginning or began to let waste accumulate sometime later.</p> <p>--In 2019, Georgia EPD discovered thousands of drums of waste at the site. EPD sent letters to the landowner and all the entities who sent waste to the site demanding they clean up the mess. The letter to Beaufort County was misdirected, so the County only learned about the claim this year.</p> <p>--The landowner entered an agreement with EPD to dispose of all the waste on the site and make sure there was no groundwater contamination. Federal Superfund and Georgia law impose liability for cleaning up a site on several categories of people, including people who “arrange for” disposal of hazardous substances” which includes the county. Liability is strict and without regard to fault.</p> <p>--Settlements in Superfund cases are common. A typical way to apportion liability is to assign all the responsible parties a percentage based on the amount of waste they sent to the site. Based on a cleanup cost of \$1.3-1.4 million, landowner has calculated Beaufort County’s “share” as \$100,000. Landowner is not willing to negotiate this amount.</p> <p>-- The draft agreement with the landowner provides a complete release and indemnity. EPD has agreed to provide contribution protection to any party who participates in the cost of the landowner’s work at the site. County staff will pursue Care Environmental’s insurance carriers and bonding company to recover the costs.</p>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
<i>\$100,000, to come from general fund balance</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny settlement and release.</i>

RESOLUTION 2021/___

WHEREAS, The County arranged for a company known as “Care Environmental” to conduct household hazardous waste collection events in the County starting at least as early as 2009; and

WHEREAS, Care Environmental took the waste to a site it leased in Valdosta Georgia (the “site”); and

WHEREAS, in 2019, the state of Georgia Environmental Protection Division (“EPD”) discovered thousands of drums of waste at the Site. EPD sent letters to the landowner and all the entities who sent waste to the site demanding they clean up the Site. The letter to Beaufort County was misdirected, so the County only learned about the claim this year; and

WHEREAS, the landowner of the Site entered an agreement with EPD to dispose of all the waste on the site and make sure there was no groundwater contamination; and

WHEREAS, Federal Superfund and Georgia law impose liability for cleaning up a site on several categories of people, including people who “arrange for” disposal of hazardous substances” which includes the County. Liability is strict and without regard to fault; and

WHEREAS, settlements in Superfund cases are common. A typical way to apportion liability is to assign all the responsible parties a percentage based on the amount of waste they sent to the site. Based on a cleanup cost of \$1.3-1.4 million, landowner has calculated Beaufort County’s “share” as \$100,000. Landowner is not willing to negotiate this amount; and

WHEREAS, the proposed agreement with the landowner provides a complete release and indemnity. EPD has agreed to provide contribution protection to any party who participates in the cost of the landowner’s work at the site; and

WHEREAS, County staff will pursue Care Environmental’s insurance carriers and bonding company to recover the costs.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Beaufort County, South Carolina, that:

1. County Council hereby authorizes the settlement of settlement of all claims in connection with the site for \$100,000, funds to come from general fund balance.
2. The County Administrator is authorized to enter into the settlement agreement and execute all documents necessary to settle the matter.
3. County staff is directed to pursue all reasonable avenues to receive reimbursement for the payment of the settlement sum.

Adopted this 12th day of April, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment
Chairman

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Intergovernmental Agreement - City of Beaufort and Town of Port Royal

Council Committee:

Executive Committee

Meeting Date:

April 5, 2021

Committee Presenter (Name and Title):

John O'Toole, Executive Director

Issues for Consideration:

Intergovernmental agreement between Beaufort County and both the City of Beaufort and the Town of Port Royal. This IGA will amend prior ordinances regarding multi county industrial parks for Project Burger, Garden, Glass, and Stone.

Points to Consider:

- Third reading of a new multi county industrial park with Jasper County was approved by the County on December 14th
- The approved MCIP includes Burger, Garden, Glass, and Stone
- Burger and Stone are in the Town of Port Royal
- Garden and Glass are in the City of Beaufort
- The IGAs will allow the municipalities to provide their consent to each project being included in the MCIP
- The MCIPs allow each project to receive 'job tax credits'

Funding & Liability Factors:

Beaufort County ED Staff and counsel have worked with counsel for the City of Beaufort and Town of Port Royal to create intergovernmental agreements outlining revenue allocations from these projects. The Town and City each have an ongoing dispute with the Burton Fire District, and the Town of Port Royal previously created the Seaport Tax Increment Financing District, all of which mandated that certain provisions be included to protect the municipalities with respect to the Seaport TIF and Burton Dispute. None of the provisions of this agreements have any material impact on the property tax revenues the counties should expect to receive from these projects.

Council Options:

Recommend to full County Council for first reading

Recommendation:

Approve and recommend to full County Council for first reading

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CASH DEFEASANCE AND REDEMPTION OF THE OUTSTANDING BALANCE OF THE ORIGINAL PRINCIPAL AMOUNT \$6,000,000 GENERAL OBLIGATION BOND, SERIES 2012E ISSUED ON OCTOBER 11, 2012, BY BEAUFORT COUNTY, SOUTH CAROLINA.

WHEREAS, pursuant to Ordinance No. 2012/3 duly enacted on February 27, 2012, by the County Council (the "County Council") of Beaufort County, South Carolina (the "County"), the County issued its \$6,000,000 General Obligation Bond, Series 2012E dated October 11, 2012 (the "Bond"). The Bond is currently outstanding in the principal amount of approximately \$5,400,000; and

WHEREAS, the Bond provides that:

The County reserves the right to redeem this Bond at its option in whole at any time or in part at any time and from time to time, provided, however, that any such payment of principal upon redemption shall be accompanied by the interest accrued on the Bond to the date fixed for redemption. There shall be no premium paid by the County upon any redemption of this Bond.

WHEREAS, the County's senior staff has informed the County Council that it is fiscally advantageous to defease and redeem the Bond and by doing so, the County could realize a significant savings in interest costs over the life of the Bond.

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

1. The County Council hereby approves the cash defeasance and redemption of the Bond from legally-available funds of the County.
2. The County Council hereby authorizes the County Administrator to take all actions to accomplish the cash defeasance and redemption.

Enacted this _____ day of _____, 2021.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk to County Council

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

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “**Agreement**”) is entered into this [] day of [], 2021 (the “**Effective Date**”), by and between the City of Beaufort, South Carolina (the “**City**”), a municipality and political subdivision of the State of South Carolina (the “**State**”), and Beaufort County, South Carolina (the “**County**”), a county and political subdivision of the State, each a “**Party**” and together the “**Parties.**”

RECITALS

WHEREAS, the County and Jasper County, South Carolina (“**Jasper**” and together with the County, the “**Counties**”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “**MCIP Law**”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as GlassWRXSC, LLC (f/k/a Project Glass) (the “**Company**”) has proposed establishing or expanding certain manufacturing facilities on property located within the County and the City (the “**Project**”), and has requested that the County place the Project within a multi-county industrial or business park (the “**Park**”) under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a “Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)” (the “**Master Agreement**”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax (“**FILOT**”) revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the “**Jasper Allocation**”). The FILOT revenue less the Jasper Allocation is defined for the purposes herein as the “**Net FILOT Revenue**”.

WHEREAS, the County and the Company have entered into, or intend to enter, into a Fee Agreement (the “**Fee Agreement**”) pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “**Fee Act**”), which provides for the payment a negotiated fee-in-lieu-of-tax (“**FILOT**”) with respect to certain property of the Company.

WHEREAS, the properties related to the Project (“**Project Property**”) within the Park encompass a portion of the City, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the City prior to the creation of the Park.

WHEREAS, the Project Property has been recently annexed into the City and the FILOT revenues derived therefrom may be the subject of an ongoing dispute between the City and the Burton Fire District (“**Burton**”).

WHEREAS, the City and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the City’s commitment and consent to the creation of the Park; and (iii) provide the methodology for distribution of the Net FILOT Revenue.

WHEREAS, the City and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. Binding Agreement; Representations.

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Location of the Park; Consent; Limitations.

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the City, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the City consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.¹

(D) During the pendency of this Agreement, no amendments or modifications to the Fee Agreement or the Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the City.

3. Distribution of Net FILOT Revenue.

(A) The City's share of the Net FILOT Revenues (the "**City's FILOT Portion**") shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

(B) In the event that Burton is determined to be legally entitled to some allocation of the City's FILOT Portion, through (i) a determination of a court of competent jurisdiction, (ii) through an agreement between the City and Burton, or (iii) upon written request of the City, then the Parties agree, and as permitted by the MCIP Law, that the County shall allocate to Burton the sum of \$1.00 per year from the City's FILOT Portion.

¹ Contemporaneously with the execution of this Agreement, the City has additionally authorized a separate agreement related to Project Garden, which is also located within the Park.

4. **Termination.** The City and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

5. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of City and County procedures.

6. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

7. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

CITY OF BEAUFORT, SOUTH CAROLINA

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

[Signature Page of the County on Following Page]

[Signature Page of City]

**BEAUFORT COUNTY,
SOUTH CAROLINA**

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT ALEGAL DESCRIPTION - PROJECT GLASS/GlassWRXSC, LLC

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING ON PORT ROYAL ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA, CONSISTING OF 35.68 ACRES, BEING A PART OF LOTS 6, 7, 10, 11, 22 AND 23 IN SECTION 28, TOWNSHIP ONE (1) NORTH, RANGE TWO (2) WEST AND A PART OF LOTS 58 AND 59, IN SECTION 21, TOWNSHIP ONE (1), RANGE TWO (2) WEST, ACCORDING TO THE SURVEY OF UNITED STATES DIRECT TAX COMMISSIONERS FOR THE DISTRICT OF SOUTH CAROLINA, AND HAVING SUCH METES, COURSES, DISTANCES AND BOUNDS AS MORE FULLY SHOWN BY REFERENCES TO A PLAT PREPARED FOR PNEUMO CORPORATION BY R.D. TROGDON, JR., R.L.S., DATED FEBRUARY 9, 1976, AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR BEAUFORT COUNTY IN PLAT BOOK 24, AT PAGE 102.

Being the same property conveyed to Parker-Hannifin Corporation by deed from Pneumo Abex Corporation dated April 10, 1996 and recorded April 15, 1996 in Book 850, Page 975 in the Register of Deeds Office for Beaufort County, South Carolina.

PIN # 100 25 170

Tax Map Number/Parcel ID: *R120 025 000 0170 0000*

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “*Agreement*”) is entered into this [] day of [], 2021 (the “*Effective Date*”), by and between the City of Beaufort, South Carolina (the “*City*”), a municipality and political subdivision of the State of South Carolina (the “*State*”), and Beaufort County, South Carolina (the “*County*”), a county and political subdivision of the State, each a “*Party*” and together the “*Parties*.”

RECITALS

WHEREAS, the County and Jasper County, South Carolina (“*Jasper*” and together with the County, the “*Counties*”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “*MCIP Law*”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as MRGSC Property, LLC (f/k/a Project Garden) (the “*Company*”) has proposed establishing or expanding certain manufacturing facilities on property located within the County and the City (the “*Project*”), and has requested that the County place the Project within a multi-county industrial or business park (the “*Park*”) under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a “Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)” (the “*Master Agreement*”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax (“*FILOT*”) revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the “*Master Agreement Jasper Allocation*”).

WHEREAS, to the best of the County’s knowledge, the Project Property (as defined herein) is currently included in the Agreement for Development of Joint County Industrial and Business Park between the County and Jasper dated December 31, 1999 (the “*Prior MCIP Agreement*”), but the County is unable to locate the Prior MCIP Agreement.

WHEREAS, the County acknowledges that the Project Property will not be effectively included in the Master Agreement prior to the expiration of the Prior MCIP Agreement with respect to such property, but the County is unable to determine such expiration date definitively.

WHEREAS, in order to eliminate uncertainty with respect to such expiration date, the County has agreed to modify the revenue allocation provisions governing revenues collected and distributed by the County pursuant to the Prior MCIP Agreement to ensure that such allocations are identical to the allocations in the Master Agreement and Section 3 of this Agreement.

WHEREAS, upon information and belief, the Prior MCIP Agreement also provides for a standard 1% allocation of FILOT revenue to Jasper (the “*Prior MCIP Agreement Jasper Allocation*”).

WHEREAS, the County and the Company have entered into, or intend to enter, into a Special Source Revenue Credit Agreement (the “*SSRC Agreement*”) wherein the Company, prior to payment of the Master Agreement Jasper Allocation, will be provided a special source revenue

credit (synthetic FILOT), the terms of which provide that FILOT revenues due and owing by the Company will be computed utilizing a 6% assessment ratio and a fixed millage rate (the “*SSRC Provisions*”). The FILOT revenues that remain after application of the Master Agreement Jasper Allocation or Prior MCIP Agreement Jasper Allocation, as applicable, and the SSRC Provisions is defined for the purposes herein as the “*Net FILOT Revenue.*”

WHEREAS, the properties related to the Project, as is hereinafter more specifically described in Exhibit A hereto (“*Project Property*”), within the Park encompass a portion of the City, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the City prior to the creation of the Park.

WHEREAS, the Project Property has been recently annexed into the City and the FILOT revenues derived therefrom may be the subject of an ongoing dispute between the City and the Burton Fire District (“*Burton*”).

WHEREAS, the City and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the City’s commitment and consent to the creation of the Park; and (iii) provide the methodology for distribution of Net FILOT Revenues to the City.

WHEREAS, the City and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. Binding Agreement; Representations.

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Location of the Park; Consent; Limitations.

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the City, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the City consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.¹

(D) During the pendency of this Agreement, no amendments or modifications to the SSRC Provisions, the Master Agreement Jasper Allocation, or the Prior MCIP Agreement Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the City.

(E) Upon the termination of the Prior MCIP Agreement in accordance with its terms, the Parties agree that the terms of the Master Agreement, as supplemented by the terms of this Agreement, shall control.

3. **Distribution of Net FILOT Revenue.**

(A) The City's share of the Net FILOT Revenues (the "*City's FILOT Portion*") shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

(B) In the event that Burton is determined to be legally entitled to some allocation of the City's FILOT Portion, through (i) a determination of a court of competent jurisdiction, (ii) through an agreement between the City and Burton, or (iii) upon written request of the City, then the Parties agree, and as permitted by the MCIP Law, that the County shall allocate to Burton the sum of \$1.00 per year from the City's FILOT Portion.

4. **Termination.** The City and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

5. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of City and County procedures.

6. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

7. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

¹ Contemporaneously with the execution of this Agreement, the City has additionally authorized a separate agreement related to Project Glass, which is also located within the Park.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

CITY OF BEAUFORT, SOUTH CAROLINA

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

[Signature Page of the County on Following Page]

[Signature Page of City]

**BEAUFORT COUNTY,
SOUTH CAROLINA**

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT A

LEGAL DESCRIPTION - PROJECT GARDEN/MRGSC Property, LLC

That certain parcel of real property located in the County of Beaufort, State of South Carolina, containing 3.00 acres, and shown as Beaufort County tax map parcel R120-024-0000-00445, Lot 15 in the Beaufort Commerce Park.

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “*Agreement*”) is entered into this [] day of [], 2021 (the “*Effective Date*”), by and between the Town of Port Royal, South Carolina (the “*Town*”), a municipality and political subdivision of the State of South Carolina (the “*State*”), and Beaufort County, South Carolina (the “*County*”), a county and political subdivision of the State, each a “*Party*” and together the “*Parties.*”

RECITALS

WHEREAS, the County and Jasper County, South Carolina (“*Jasper*” and together with the County, the “*Counties*”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “*MCIP Law*”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as Triple B Restaurant Holdings (f/k/a Project Burger) (the “*Company*”) has proposed establishing or expanding certain manufacturing facilities on property located within the County and the Town (the “*Project*”), and has requested that the County place the Project within a multi-county industrial or business park (the “*Park*”) under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a “Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)” (the “*Master Agreement*”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax (“*FILOT*”) revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the “*Jasper Allocation*”).

WHEREAS, the County and the Company have entered into, or intend to enter, into a Special Source Revenue Credit Agreement (the “*SSRC Agreement*”) wherein the Company, prior to payment of the Jasper Allocation, will be provided a special source revenue credit (synthetic FILOT), the terms of which provide that FILOT revenues due and owing by the Company will be computed utilizing a 6% assessment ratio and a fixed millage rate (the “*SSRC Provisions*”). The FILOT revenues that remain after application of the Jasper Allocation and the SSRC Provisions is defined for the purposes herein as the “*Net FILOT Revenue*”.

WHEREAS, the properties related to the Project (“*Project Property*”) within the Park encompass a portion of the Town, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the Town prior to the creation of the Park.

WHEREAS, the Town has previously enacted Ordinance No. 2011-23 dated February 8, 2012, the provisions of which established and approved the “Town of Port Royal, South Carolina Seaport Redevelopment Plan” (the “*Seaport TIF*”) - the terms of which constitute a “redevelopment plan” as such term is defined in South Carolina Code Annotated Section 31-6-30(5).

WHEREAS, pursuant to South Carolina Code Annotated Section 4-29-68(F), the FILOT revenues derived within any “Redevelopment Project Area” (as defined in South Carolina Code

Annotated Section 31-6-30(7)) shall be allocated in accordance with the ordinance creating and approving the redevelopment plan as if the FILOT revenues remained ad valorem taxes, and all revenues collected in the redevelopment project area that are not subject to the ordinance creating and approving the redevelopment plan become payments in lieu of taxes.

WHEREAS, the property within the Town subject to the Seaport TIF constitutes a Redevelopment Project Area as described in the foregoing recital.

WHEREAS, respecting the Seaport TIF: (i) the County Assessor is responsible for determining the “Total Initial Assessed Value” and the “Incremental Assessed Value”, as such terms are respectively defined in the Seaport TIF;¹ (ii) ad valorem taxes applicable to the Total Initial Equalized Assessed Value, if any, shall be paid to the respective taxing districts (by the County Treasurer) in the manner required by law in the absence of the Seaport TIF (“*Baseline Taxes*”); and (iii) ad valorem taxes applicable to the Incremental Assessed Value shall be captured as the revenues of the Seaport TIF (“*TIF Revenues*”) and deposited into the Special Tax Allocation Fund (as defined in the Seaport TIF).

WHEREAS, the Project Property is located within the Redevelopment Project Area and the FILOT revenues derived thereunder shall be distributed in conformity with the terms of the Seaport TIF as provided in Section 3 of this Agreement.

WHEREAS, the Town and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the Town’s commitment and consent to the creation of the Park; (iii) ratify and confirm the existence of the Seaport TIF and the distribution of Net FILOT Revenues thereunder; and (iv) provide the methodology for distribution of Net FILOT Revenues to the Town if and when the Seaport TIF is terminated.

WHEREAS, the Town and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. **Binding Agreement; Representations.**

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability,

¹ Upon information and belief, the Total Initial Assessed Value is \$0.00, and therefore the Incremental Assessed Value shall capture all assessed value growth within the Seaport TIF.

to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Location of the Park; Consent; Limitations.

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the Town, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the Town consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the Town without receiving the Town's prior written consent to any such enlargement or diminution.²

(D) During the pendency of this Agreement, no amendments or modifications to the SSRC Provisions or the Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the Town.

3. Distribution of Net FILOT Revenue under Seaport TIF.

(A) The Town agrees that the FILOT revenues derived from the Company within the Park shall be directly reduced by the amount attributable to the SSRC Provisions and the Jasper Allocation. Thereafter, the Net FILOT Revenues shall be distributed as follows:

(i) amounts otherwise attributable as Baseline Taxes, if any, shall be distributed in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park; and

(ii) amounts otherwise attributable as TIF Revenues shall be transferred to the Town for deposit into the Special Tax Allocation Fund, subject, however to the terms of Seaport TIF pertaining to distribution of revenues derived from the Seaport TIF. The County makes no representations and assumes no responsibility as to the portion of the TIF Revenues allocable to Beaufort County School District ("**BCSD**") under the Seaport TIF, and the Town is solely responsible for making any distributions of TIF Revenues to BCSD under the terms of the Seaport TIF.

(B) In the event the Seaport TIF is terminated prior to the termination of this Agreement for any reason, the Net FILOT Revenues shall be subject to distribution under the provisions of Section 4 below.

4. Distribution of Net FILOT Revenue After Seaport TIF. In the event the Seaport TIF terminates prior to the termination of this Agreement, the Town's share of the Net FILOT Revenues that remain after the allocation of the SSRC Provisions and the Jasper Allocation shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

² Contemporaneously with the execution of this Agreement, the Town has additionally authorized a separate agreement related to Project Stone, which is also located within the Park.

5. **Termination.** The Town and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

6. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of Town and County procedures.

7. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

8. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

TOWN OF PORT ROYAL, SOUTH CAROLINA

By: _____
Town Manager

(SEAL)

ATTEST:

By: _____
Town Clerk

[Signature Page of the County on Following Page]

[Signature Page of Town]

**BEAUFORT COUNTY,
SOUTH CAROLINA**

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT ALEGAL DESCRIPTION - PROJECT BURGER/TRIPLE B RESTAURANT HOLDINGS LLC

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the Town of Port Royal, Beaufort County, South Carolina, containing 0.59 acres, more or less, and being more particularly shown as Parcel "F" on that certain plat prepared by David E. Gasque, R.L.S., dated October 14, 2019, and recorded in Plat Book 152 at Page 181 in the Office of the Register of Deeds for Beaufort County, South Carolina (this plat supersedes that plat dated September 20, 2019, and recorded in Plat Book 152 at Page 150 in the Office of the Register of Deeds for Beaufort County, South Carolina). For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat.

This is the same property conveyed to Triple B Restaurant Holdings, LLC by deed from Grey Ghost Property Holdings, LLC, recorded in Book 3806 at Page 1628 in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMP R113-010-000-0375-0000

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “**Agreement**”) is entered into this [] day of [], 2021 (the “**Effective Date**”), by and between the Town of Port Royal, South Carolina (the “**Town**”), a municipality and political subdivision of the State of South Carolina (the “**State**”), and Beaufort County, South Carolina (the “**County**”), a county and political subdivision of the State, each a “**Party**” and together the “**Parties.**”

RECITALS

WHEREAS, the County and Jasper County, South Carolina (“**Jasper**” and together with the County, the “**Counties**”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “**MCIP Law**”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as REHC, LLC (f/k/a Project Stone) (the “**Company**”) has proposed establishing or expanding certain manufacturing facilities on property located within the County and the Town (the “**Project**”), and has requested that the County place the Project within a multi-county industrial or business park (the “**Park**”) under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a “Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)” (the “**Master Agreement**”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax (“**FILOT**”) revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the “**Jasper Allocation**”).

WHEREAS, the County and the Company have entered into, or intend to enter, into a Special Source Revenue Credit Agreement (the “**SSRC Agreement**”) wherein the Company, prior to payment of the Jasper Allocation, will be provided a special source revenue credit (synthetic FILOT), the terms of which provide that FILOT revenues due and owing by the Company will be computed utilizing a 6% assessment ratio and a fixed millage rate (the “**SSRC Provisions**”). The FILOT revenues that remain after application of the Jasper Allocation and the SSRC Provisions is defined for the purposes herein as the “**Net FILOT Revenue**”.

WHEREAS, the properties related to the Project (“**Project Property**”) within the Park encompass a portion of the Town, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the Town prior to the creation of the Park.

WHEREAS, the Project Property has been recently annexed into the Town and the FILOT revenues derived therefrom may be the subject of an ongoing dispute between the Town and the Burton Fire District (“**Burton**”).

WHEREAS, the Town and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the Town’s commitment and consent to the creation of the Park; and (iii) provide the methodology for distribution of Net FILOT Revenues to the Town.

WHEREAS, the Town and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. Binding Agreement; Representations.

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Location of the Park; Consent; Limitations.

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the Town, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the Town consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the Town without receiving the Town's prior written consent to any such enlargement or diminution.¹

(D) During the pendency of this Agreement, no amendments or modifications to the SSRC Provisions or the Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the Town.

3. Distribution of Net FILOT Revenue.

(A) The Town's share of the Net FILOT Revenues (the "**Town's FILOT Portion**") shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

(B) In the event that Burton is determined to be legally entitled to some allocation of the Town's FILOT Portion, through (i) a determination of a court of competent jurisdiction, (ii) through an agreement between the Town and Burton, or (iii) upon written request of the Town,

¹ Contemporaneously with the execution of this Agreement, the Town has additionally authorized a separate agreement related to Project Burger, which is also located within the Park.

then the Parties agree, and as permitted by the MCIP Law, that the County shall allocate to Burton the sum of \$1.00 per year from the Town's FILOT Portion.

4. **Termination.** The Town and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

5. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of Town and County procedures.

6. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

7. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

TOWN OF PORT ROYAL, SOUTH CAROLINA

By: _____
Town Manager

(SEAL)

ATTEST:

By: _____
Town Clerk

[Signature Page of the County on Following Page]

[Signature Page of Town]

**BEAUFORT COUNTY,
SOUTH CAROLINA**

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT ALEGAL DESCRIPTION - PROJECT STONE/REHC, LLC

All that certain piece, parcel or tract of land, situate, lying and being in Beaufort County, South Carolina, containing 3.70 acres as shown on that certain plat prepared by David E. Gasque, RLS, dated May 2, 2001, entitled "Boundary Survey & Lot Line Revision, Portion of Tax Parcel 100-031-017C and Parcel 100-031-0167 prepared for Henry J. Lee Distributors, Inc., and recorded in Plat Book 80 at Page 2 in the office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, bounds, courses and distances reference may be had to aforementioned plat of record.

-ALSO-

All that certain piece, parcel or tract of land situate, lying and being on Port Royal Island, Beaufort County, State of South Carolina containing 4.01 acres as shown on that certain plat prepared by David E. Gasque, R.L.S., dated October 6, 1988 and entitled "Plat showing 4.01 acres, located on S.C. Highway 170, survey at the Request of Harold E. Trask" a copy of which is recorded in the Office of the RMC for Beaufort County, S.C. in Plat Book 35 at page 361. For a more detailed description as to metes and bounds, courses and distances reference is craved to the above referred to plat of record.

BEING the same property conveyed to DJL Land Company, LLC (predecessor by name change to LONE OAK – SOUTH CAROLINA, L.L.C.) by deed of Dennis J. Lee dated March 1, 2004 and recorded March 16, 2004 in Record Book 1923, Page 882, Register of Deeds for Beaufort County, S.C.

ORDINANCE 2021/____
**AN ORDINANCE TO MAKE PERMANENT THE PREVIOUSLY ADOPTED
EMERGENCY RESOLUTION ALLOWING FOR ELECTRONIC OR HYBRID
MEETINGS, AND OTHER MATTERS RELATED THERETO**

WHEREAS, on March 13, 2020, Governor Henry McMaster issued Executive Order No. 2020-08 related to the 2019 Novel Coronavirus (“*COVID-19*”) and declared that a State of Emergency exists in South Carolina; and

WHEREAS, on March 17, 2020, Governor Henry McMaster issued Executive Order No. 2020-10 directing local governing bodies to “utilize any available technology or other reasonable procedures to conduct such meeting and accommodate public participation via virtual or other remote or alternate means”; and

WHEREAS, on May ____, 2020, Beaufort County Council (“County Council”) adopted Resolution 2020/____ which provided for the use of electronic communications for the conduct of meetings during the state of emergency; and

WHEREAS, the South Carolina Freedom of Information Act, , which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the “*Act*”) defines a “Meeting” as “the convening of a quorum of the constituent membership of a public body, whether corporal *or by means of electronic equipment*, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power” (emphasis added); and

WHEREAS, holding meetings by electronic or hybrid means has proven to be successful for County Council, county staff and also for members of the public to participate over the past ten months; and

WHEREAS, County Council now wishes to adopt provisions of a more permanent nature which will allow for meetings of the County Council and its Boards and Commissions to be held by electronic means, either fully virtual, or hybrid in-person and virtual electronic means; while ensuring any such electronic meetings fully comply with the open meeting requirements of the Act; and

NOW THEREFORE, be it hereby ordained in this meeting of the Beaufort County Council (the “County Council”), as follows:

There shall be added to the Code of Ordinances of Beaufort County a new section 2-30, which shall read as follows

Section 1. Standards for Electronic and Hybrid Meetings. The County Council and its Boards and Commissions (collectively referred to hereinbelow as the “Governing Body”) are hereby authorized to conduct public meetings exclusively in electronic form and/or in hybrid form,

with some members in attendance in person and some via electronic means, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic or hybrid meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of attending by way of electronic media or in person shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic or hybrid meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating “aye” “yes” “yay” “no” or “nay”, raising their hand, or some similar verbal or visual cue to indicate an affirmative or negative position on the matter before the Governing Body. All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate. Notwithstanding the above, motions may be approved “without objection” without the need for verbal or visual cues.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act.

(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic or hybrid meetings. However, any physical presence requirements or similar provisions in the procedural rules are hereby superseded.

(f) Electronic or hybrid executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic or hybrid executive session, meeting minutes need not be kept and the electronic or hybrid meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

(g) With respect to any electronic or hybrid meeting, any public comment periods provided for by local resolution, policy, or bylaws shall remain in effect. However, members of the public may either (i) submit written public comments which shall be distributed to the members of the Governing Body, or (ii) make a written request to the moderator (as provided in the agenda materials) of the electronic or hybrid meeting to make a presentation during a public comment period or public hearing.

(h) Additionally, the Governing Body, acting through staff, may establish separate rules and procedures for public hearings, if any, so long as the public is able to effectively participate in the public hearing with the Governing Body such that the spirit and purpose of the public hearing is fulfilled.

Section 2. Procedures for Boards, Commissions, and Committees. The normal operating procedures of all boards, commissions, and committees are hereby supplemented in order to allow the meetings thereof to be conducted using electronic or hybrid means; provided that such electronic or hybrid means conforms to the standards set forth in Section 1, as they may be amended by the Governing Body.

Section 3. Conflicts in Procedures. To the extent that any board, commission, or committee is authorized by South Carolina law to establish its own rules of procedure, the procedures set forth in Section 1 for electronic or hybrid meetings shall apply by default, unless such board, commission, or committee takes action to the contrary. To the extent that any provision of South Carolina law permits the Governing Body to adopt rules of procedure for any board, commission, or committee by ordinance or otherwise, this Ordinance shall suffice to fulfill that purpose.

Section 4. Effective Date; Expiration. The provisions hereof shall be effective upon approval following third reading.

DONE AS AN ORDINANCE and approved at a meeting duly assembled this ___ day of ___, 2021.

BEAUFORT COUNTY COUNCIL

(SEAL)

Joseph Passiment, Chair

ATTEST:

Sarah Brock, Clerk of Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE TO MAKE PERMANENT THE PREVIOUSLY ADOPTED EMERGENCY RESOLUTION ALLOWING FOR ELECTRONIC OR HYBRID MEETINGS, AND OTHER MATTERS RELATED THERETO
MEETING NAME AND DATE:
Executive Committee April 5, 2021
PRESENTER INFORMATION:
<i>Kurt Taylor, County Attorney</i> <i>5 minutes</i>
ITEM BACKGROUND:
<i>County Council adopted an emergency resolution last year to allow for electronic meetings. This ordinance would make permanent the rules for conducting electronic and hybrid meetings</i>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
<i>n/a</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny Ordinance regarding electronic and hybrid meetings</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT LOCAL OPTION SALES AND USE TAX WITHIN BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-10-10 ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSE OF THE TAX; TO IMPOSE CONDITIONS AND RESTRICTIONS UPON THE USE OF THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM FOR THE IMPOSITION OF THE TAX; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX; AND OTHER MATTERS RELATING THERETO
MEETING NAME AND DATE:
Executive Committee April 5, 2021
PRESENTER INFORMATION:
<i>Kurt Taylor, County Attorney</i> <i>10 minutes</i>
ITEM BACKGROUND:
<i>County Council has expressed interest in holding a referendum regarding whether to impose a 1% local option sales tax. This ordinance calls for the referendum</i>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
<i>n/a</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny Ordinance regarding a referendum to impose a 1% local option sales tax.</i>

ORDINANCE 2021/_____

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT LOCAL OPTION SALES AND USE TAX WITHIN BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-10-10 ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSE OF THE TAX; TO IMPOSE CONDITIONS AND RESTRICTIONS UPON THE USE OF THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM FOR THE IMPOSITION OF THE TAX; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the South Carolina General Assembly enacted Title 4, Chapter 10, Section 10, Code of Laws of South Carolina, 1976, as amended (the “Code”), which empowers the Beaufort County Council (the “Council”) to levy and impose a one percent (1%) sales and use tax on the gross proceeds of sales within Beaufort County (the “County”) for the purpose of allowing a credit against a taxpayer’s county and municipal ad valorem tax liability and for funding county and municipal operations;

WHEREAS, the Council is dedicated to the reduction of property taxes and is committed, not only to minimizing the cost of public services, but also to seeking alternative revenue sources that can be used to replace property taxes, and it is of the opinion and belief that all County property owners, and homeowners in particular, can benefit from implementation of a location option sales tax; and

WHEREAS, the County, acting by and through its County Council, desires to reduce the property tax burden annually imposed upon the citizens of the County by calling for a referendum to adopt a one percent (1%) local option sales tax authorized pursuant to Section 4-10-20 of the Code, and further authorizes and directs the County Administrator to make arrangements as necessary to schedule such referendum for November 2, 2021:

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY BEAUFORT COUNTY COUNCIL, in a meeting duly assembled that:

Section 1. Imposition of a One Percent Local Option Sales Tax

- 1.1.** A Referendum on the question of imposing a one percent (1%) local option sales and use tax (the “Tax”), authorized pursuant to Section 4-10-20 of the Code, in Beaufort County, South Carolina shall be held on November 2, 2021 mutatis mutandis.
- 1.2.** The Tax shall be imposed only if approved by a majority of the qualified electors voting in favor of imposing such Tax in a duly noticed referendum held on November 2, 2021.
- 1.3.** The Tax, if approved, shall be imposed on July 1, 2022, provided that the County notifies the South Carolina Department of Revenue and the South Carolina Treasurer of the results of the referendum, by delivering certified copies of a resolution adopted by the Council no later than December 31, 2021.

Pursuant to Subsection 4-10-90(B) of the Code, after deducting the amount of refunds made and the costs to the South Carolina Department of Revenue for administering the Tax (not to exceed one-half of one percent of the fund or seven hundred fifty thousand dollars, whichever is greater), the South Carolina Treasurer shall deposit the revenue collected from the Tax into a Local Sales and Use Tax Fund for Beaufort County which shall consist of two separate funds: the Property Tax Credit Fund and the County/Municipal Revenue Fund.

- 1.4. The Tax imposed by this Ordinance is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable jurisdiction which are subject to the tax imposed by Chapter 36 of Title 12 of the Code, and the enforcement provisions of Chapter 54 of Title 12 of the Code. The gross proceeds of the sale of items subject to a maximum tax in S.C. Code §12-36-2110 and Article 17 of Chapter 36 of Title 12 of the Code are exempt from the tax imposed by this Ordinance.
- 1.5. The Tax imposed by this Ordinance also applies to tangible personal property subject to the use tax in Section 12-36-1310 of the Code. Taxpayers required to remit taxes under Section 12-36-1310 of the Code, shall identify the county, municipality or both, in which the tangible personal property purchased at retail is stored, used, or consumed in this State.
- 1.6. Utilities are required to report sales in the County in which consumption of the tangible personal property occurs.
- 1.7. A taxpayer subject to the tax imposed by S.C. Code §12-36-920, who owns or manages rental units in more than one county shall report separately in his sales tax return the total gross proceeds from business done in each county.
- 1.8. The gross proceeds of sales of tangible personal property delivered after the imposition date of the tax levied by this Ordinance in the County, either pursuant to the terms of a construction contract executed before the imposition date, or a written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the Tax provided in this section if a verified copy of the contract is filed with the Department of Revenue within six (6) months after the imposition of the Tax.
- 1.9. Notwithstanding the imposition date of the Tax imposed by this Ordinance, with respect to services that are billed regularly on a monthly basis, the Tax is imposed beginning on the first day of the billing period beginning on or after the imposition date.
- 1.10. The Tax imposed pursuant to this Ordinance shall be collected and administered by the South Carolina Department of Revenue and deposited with the State Treasurer where it shall be credited to an account established by the County, which is separate and distinct from the General Fund of the State of South Carolina. After deducting the amount of any refunds made and costs to the Department of Revenue for administering the Tax, the State Treasurer shall then distribute the revenues in accordance with Section 4-10-40 through 4-10-90 of the Code, for the purposes aforesaid. The State Treasurer may correct misallocation by adjusting subsequent distributions, but these adjustments must be made in the same fiscal year as the misallocation.
- 1.11. The Department of Revenue shall furnish data to the State Treasurer and to the Beaufort County Treasurer for the purpose of calculating distributions and estimating revenues. The information, which must be supplied upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is

considered confidential and is governed by the provisions of Section 12-54-240 of the Code. Any person violating the provisions of this section shall be subject to penalties provided in Section 12-54-240 of the Code.

Section 2. Order to Hold Referendum and Duties of Election Commission

- 2.1. Upon receipt of this Ordinance, the County Election Commission (the "Commission") shall conduct a Referendum on the question of imposing the Tax in the County. A Referendum for this purpose must be held on November 2, 2020.
- 2.2. A Notice of Referendum, substantially similar in form to **Appendix A** attached hereto and incorporated by reference herein shall be published in compliance with the provisions of Section 7-13-35 and 4-15-50 of the Code, as amended, not less than sixty (60) days prior to the Referendum, not later than two (2) weeks after such first notice is published, and once not less than fifteen (15) days prior to the occasion set for the holding of the Referendum.
- 2.3. A public hearing must be conducted at least fourteen (14) days before the Referendum after publication of a notice setting forth the date, time, and location of the public hearing. The notice must be published in a newspaper of general circulation in the County at least fourteen (14) days before the date fixed for the public hearing.
- 2.4. Pursuant to Section 7-13-355 of the Code, the Referendum question shall be submitted to the Beaufort County Board of Elections and Voter Registration to be placed on the ballot no later than 12:00 noon on August fifteenth (15th) or, if August fifteenth (15th) falls on Saturday or Sunday, not later than 12:00 noon on the following business day.
- 2.5. All qualified electors desiring to vote in favor of imposing the tax for a particular purpose shall vote "yes" and all qualified electors opposed to levying the tax for a particular purpose shall vote "no". If a majority of the votes cast are in favor of imposing the Tax, then the Tax is imposed as provided herein; otherwise, the Tax is not imposed. The Commission shall conduct the Referendum and provide the results to the County pursuant to South Carolina election laws.
- 2.6. Upon receipt of the return of the Referendum, County Council shall, by resolution declare the results thereof. The results of the Referendum, as declared by resolution of Council, are not open to question except by suit or proceeding instituted within thirty (30) days from the date Council shall adopt a resolution declaring the results of such Referendum.
- 2.7. Expenses of the Referendum shall be paid by the governmental entities that would receive the proceeds of the Tax in the same proportion that those entities would receive the net proceeds of the Tax.

Section 3. Voter Registration and Elections Board

- 3.1. A certified copy of this Ordinance shall be filed with the Elections Board, accompanied by written notice from the Chairman of Council establishing the date for the Referendum as November 2, 2021. The Elections Board is hereby requested as follows:
 - a. To join in the action of the County in providing for the Notice of Referendum in substantially the form contained herein;

- b. To prescribe the form of a ballot to be used in the Referendum;
- c. To arrange for polling places for each precinct, or any part of a precinct within the County;
- d. To appoint Managers of Election;
- e. To provide a sufficient number of ballots or voting machines, as the case may be, for the Referendum;
- f. To conduct the Referendum, receive the returns thereof, canvass such returns, declare the results thereof, and certify such results to the County Council; and
- g. To take other steps and prepare such other means as shall be necessary or required by law in order to properly conduct the Referendum.

Section 4. Voting, Polling Places and Hours of Election

- 4.1. The voting precincts in the County shall be those designated pursuant to Section 7-7-1 of the Code, as amended. The polling places for each voting precincts shall be designated by the Beaufort County Board of Elections and Voter Registration (the "Elections Board"). The Elections Board is authorized to change any of the locations of polling places for the Referendum as deemed necessary or advisable. Appropriate changes are to be made to the Notice of Referendum.
- 4.2. The polls shall be opened at 7:00 a.m. and closed at 7:00 p.m. on the date fixed for the Referendum and shall be held open during said hours without intermission or adjournment.
- 4.3. The Referendum shall be conducted using either voting machines or paper ballots as provided by State law. Upon approval by the Elections Board, the form of ballots to be used in the Referendum and the instructions to voters appearing thereon shall be in substantially the form set forth in **Appendix B**.
- 4.4. Every person offering to vote must be at least eighteen (18) years of age on the date of the Referendum, must reside in the County and must be duly registered on the books of registration for Beaufort County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which said books of registration are closed for the Referendum, and must present his or her registration certificate or valid South Carolina driver's license or other form of identification containing a photograph issued by the South Carolina Department of Public Safety, if not licensed to drive. Any registered elector who meets the requirements set forth in the preceding sentence and who has moved his or her place of residence within the County after the date on which said books of registration are closed for the Referendum, but before the date of the Referendum, shall be entitled to vote in his or her previous precinct of residence in the Referendum.

Section 5. Severability

- 5.1. If any part of this Ordinance is held by a court of competent jurisdiction to be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Beaufort County, South Carolina, to pass this Ordinance without such unconstitutional, illegal or invalid provision, and the remainder of this Ordinance shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this Ordinance or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

- 5.2.** All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. All other parts and provisions of the Beaufort County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

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APPENDIX A

NOTICE OF REFERENDUM FOR THE IMPOSITION OF A LOCAL OPTION SALES AND USE TAX IN BEAUFORT COUNTY, SOUTH CAROLINA November 2, 2021

NOTICE IS HEREBY GIVEN that pursuant to Ordinance No. 2021/_____, enacted by Beaufort County Council on _____, 2021, and the requirements as codified in Section 4-10-10 et seq., Code of Laws of South Carolina, 1976, as amended, a referendum will be held in Beaufort County on November 2, 2021 (the "Referendum"), for the purpose of submitting to the qualified electors of Beaufort County the following question:

Must a one percent sales and use tax be levied in Beaufort County for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability and for the purpose of funding county and municipal operations in the Beaufort County area?

CONDITIONS AND RESTRICTIONS ON THE USE OF TAX REVENUE COLLECTED FROM THE LOCAL OPTION SALES AND USE TAX:

If approved, the total revenue collected shall be applied as a credit against the payment of any costs charged by the South Carolina Department of Revenue in connection with the collection and administration of such tax, then for the purpose of funding county and municipal operations, and against a taxpayer's county and municipal ad valorem tax liability.

INSTRUCTIONS TO VOTER:

If you are in favor of the question, place a check or cross-mark in the square after the words "Yes, in favor of the question"; if you are opposed to the question, place a check or cross-mark in the square after the words "No, opposed to the question."

Explanation:

The purpose of the Referendum is to allow the qualified electors of Beaufort County to determine whether or not a one percent (1%) sales and use tax should be levied in Beaufort County for the purpose of allowing a credit against a taxpayer's county and municipal ad valorem tax liability (property taxes) and for the purpose of funding county and municipal operations in the Beaufort County area.

If this sales and use tax is approved, State law provides that seventy-one percent (71%) of the revenue received by a county and municipality may be used to provide a credit against the property tax liability of taxpayers in the county and municipality and that twenty-nine percent (29%) may be used specifically for the purpose of funding county and municipal operations in the Beaufort County area.

Voting, Polling Places and Hours of Election:

The polls shall be opened from 7:00 a.m. until 7:00 p.m. at the polling places designated above and shall be open during these hours without intermission or adjournment. Appropriate vote recorders will be provided at the polling places for the casting of ballots on the aforesaid question. Managers of Election will be appointed by the Board of Election and Registration of Union County. The Managers of Election shall see that each person offering to vote takes the oath that he or she is qualified to vote at this referendum according to the Constitution of this State and that he or she has not voted

previously in this referendum.

Every person offering to vote (a) must be at least eighteen (18) years of age on the date of the referendum; (b) must reside in Beaufort County; (c) must be duly registered on the books of registration for Beaufort County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which the books of registration are closed for the referendum; and (d) must present his or her current and valid form of identification as required by South Carolina law in effect as of the date of the referendum.

Any person eligible to register who has been discharged or separated from his service in the Armed Forces of the United States prior to October 4, 2020, and returned home too late to register at the time when registration is required is entitled to register for the purpose of voting in the referendum up to 5:00 p.m. on the day of the Referendum. This application for registration must be made to the Board of Election and Registration of Beaufort County, and if qualified, the person must be issued a registration notification stating the precinct in which he or she is entitled to vote and a certification of the managers of the precinct that he or she is entitled to vote and should be placed on the registration rolls of the precinct. Persons who become of age during the thirty (30) day period preceding the Referendum shall be entitled to register before the closing of the books if otherwise qualified.

The last day on which persons may register in order to be eligible to vote in the Referendum will be October 3, 2021. Applications for registration to vote sent by mail must be mailed postmarked no later than October 3, 2021, to the Board of Elections and Registration of Beaufort County, 15 John Galt Road, Beaufort, South Carolina 29906. The process of examining the return-addressed envelopes containing absentee ballots will begin at 2:00 p.m. on the date of the Referendum in the office of the Board of Elections and Registration of Beaufort County at 15 John Galt Road, Beaufort, South Carolina 29906.

Voters who are blind, who are otherwise physically handicapped, or who are unable to read or write are entitled to assistance in casting their ballot. This assistance may be given by anyone the voter chooses except his or her employer, an agent of his or her employer, or an officer or agent of his or her union. The Managers of Election must be notified if assistance is needed. Voters who are unable to enter their polling place due to physical handicap or age may vote in the vehicle in which they drove or were driven to the polls. When notified, the manager will help voters effectuate this curbside voting provision. Registered voters may be eligible to vote by absentee ballot. Persons wishing more information concerning absentee balloting should contact the Board of Election and Registration of Beaufort County at 843.255.6900.

The Board of Election and Registration of Beaufort County shall hold a hearing on ballots challenged in the Referendum on November 6 2020, at 10:00 a.m. in the office of the Board of Election and Registration of Beaufort County at 15 John Galt Road, Beaufort, South Carolina 29906.

Beaufort County Council, South Carolina
Board of Election and Registration of Beaufort County, South Carolina

APPENDIX B

**FORM OF BALLOT
OFFICIAL BALLOT – REFERENDUM**

LOCAL QUESTION NUMBER ____
**AUTHORIZATION TO IMPOSE A ONE PERCENT (1%) LOCAL OPTION SALES TAX TO
REDUCE PROPERTY TAX ON PERSONS IN BEAUFORT COUNTY**

Precinct _____
No. _____

Initials of Issuing Officer

Local Question No. _____

Must a one percent (1%) sales and use tax be levied in Beaufort County for the purpose of allowing a credit against a taxpayer’s county and municipal ad valorem tax liability and for the purpose of funding county and municipal operations in the Beaufort County area?

CONDITIONS AND RESTRICTIONS ON THE USE OF TAX REVENUE COLLECTED FROM THE LOCAL OPTION SALES AND USE TAX:

If this sales and use tax is approved, State law provides that seventy-one percent (71%) of the revenue received by a county and municipality may be used to provide a credit against the property tax liability of taxpayers in the county and municipality and that twenty-nine percent (29%) may be used specifically for the purpose of funding county and municipal operations in the Beaufort County area.

INSTRUCTIONS TO VOTER:

If you are in favor of the question, place a check or cross-mark in the square after the words "Yes, in favor of the question"; if you are opposed to the question, place a check or cross-mark in the square after the words "No, opposed to the question."

Yes, in favor of the question []

No, opposed to the question []

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL-MANAGER FORM OF GOVERNMENT
MEETING NAME AND DATE:
Executive Committee April 5, 2021
PRESENTER INFORMATION:
<i>Kurt Taylor, County Attorney</i> <i>10 minutes</i>
ITEM BACKGROUND:
<i>County Council has expressed interest in holding a referendum regarding whether to keep the council-administrator form of government or change to the council-manager form of government. This ordinance calls for the referendum</i>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
n/a
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend approval
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny Ordinance regarding a referendum to potentially change the form of government.</i>