



Natural Resources Committee Beaufort County, SC

This meeting will be held both in person in Council Chambers at 100 Ribaut Road, Beaufort, and virtually through Zoom.

**Monday, December 06, 2021
3:30 PM**

****OR IMMEDIATELY FOLLOWING THE EXECUTIVE COMMITTEE MEETING NO SOONER THAN 3:00PM****

AGENDA

COMMITTEE MEMBERS:

ALICE HOWARD, CHAIRMAN

GERALD DAWSON, VICE-CHAIR

LOGAN CUNNINGHAM

LAWRENCE MCELYNN

YORK GLOVER

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

AGENDA ITEMS

7. A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS TMS# R300 028 000 0016 0000 AND ALSO KNOWN AS BERMUDA BLUFF
8. A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO REFUND THE \$3001.54 AMOUNT OF IMPACT FEES PAID BY BEAUFORT HOUSING AUTHORITY ON 2 RESIDENTIAL UNITS FRONTING RIBAUT ROAD.
9. A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO WAIVE OR REFUND THE \$17,768 TOTAL AMOUNT OF IMPACT FEES DUE OR PAID BY HILTON HEAD REGIONAL HABITAT FOR HUMANITY ON 8 RESIDENTIAL UNITS FRONTING ALEX PATTERSON ROAD.

- 10. BOARD AND COMMISSION VACANCIES
- 11. ADJOURNMENT

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

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



Natural Resources Committee Beaufort County, SC

This meeting will be held virtually and in person in Council Chambers at 100 Ribaut Road, Beaufort. Please be aware that there is limited seating available for the in-person meeting and attendees must practice social distancing

**Monday, November 01, 2021
3:30 PM**

MINUTES

1. **CALL TO ORDER**

Committee Chair Howard called the meeting to order at 4 PM

PRESENT

Committee Chair Alice Howard
Committee Vice-Chair Gerald Dawson
Council Member Joseph F. Passiment
Council Member D. Paul Sommerville
Council Member York Glover
Council Member Chris Hervocho
Council Member Mark Lawson
Council Member Lawrence McElynn

ABSENT

Council Member Brian Flewelling
Council Member Stu Rodman
Council Member Logan Cunningham

2. **PLEDGE OF ALLEGIANCE**

Committee Chair Howard led the Pledge of Allegiance.

3. **FOIA**

Committee Chair Howard stated public notice of this meeting had been published, posted, and distributed in compliance with the SC FOIA Ac.

4. **APPROVAL OF AGENDA**

Motion: It was moved by Council Member Glover, seconded by Council Member Passiment to approve the agenda. The motion was approved without objection.

5. **APPROVAL OF MINUTES**

Motion: It was moved by Council Member Glover, seconded by Council Member Passiment to approve the minutes from September 7, 2021. The motion was approved without objection.

6. **CITIZENS COMMENTS**

Mary Moyd commented on agenda item #9, short-term rental special use.

Mary Ryan Krieger commented on agenda item #10, zoning map amendment at 2706 Trask Parkway.

Will Smith commented on agenda item #9, to revise the short-term rental special use.

7. **FIRST READING OF AN ORDINANCE TO AMEND THE STORMWATER MANAGEMENT UTILITY ORDINANCE AS ADOPTED SEPTEMBER 26, 2016 TO PROVIDE FOR THE ADOPTION OF STORMWATER MANAGEMENT STANDARDS SET FORTH IN THE SOUTHERN LOWCOUNTRY DESIGN MANUAL TO MEET THE MUNICIPAL SEPARATE STORMSEWER SYSTEM (MS4) PERMIT REQUIREMENTS**

Motion: It was moved by Council Member Passiment, seconded by Committee Vice-Chair Dawson to approve an ordinance to amend the Stormwater Management Utility Ordinance as adopted September 26, 2016 to provide for the adoption of stormwater management standards set forth in the Southern Lowcountry Design Manual to meet the Municipal Separate Storm Sewer System (Ms4) Permit requirements and move forward to County Council for approval. The motion was approved without objection.

Discussion: To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/147089>

8. **FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE STORMWATER MANAGEMENT UTILITY ORDINANCE AS ADOPTED SEPTEMBER 26TH, 2016 TO ADDRESS THE ADOPTION OF THE SOUTHERN LOWCOUNTRY DESIGN MANUAL**

Motion: It was moved by Council Member Passiment, seconded by Council Member Glover to approve text amendment to the Stormwater Management Utility ordinance as adopted September 26th, 2016 to address the adoption of the Southern Lowcountry Design Manual and move forward to County Council for final approval. The motion was approved without objection.

Discussion: To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/147089>

9. **FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION A.3.40 (PERMITTED ACTIVITIES) TO REVISE THE LADY'S ISLAND EXPANDED HOME BUSINESS DISTRICT TO INCLUDE SHORT-TERM RENTALS AS A SPECIAL USE.**

Motion: It was moved by Committee Vice-Chair Dawson, Seconded by Council Member Glover to approve an ordinance regarding a text amendment to the Community Development Code (CDC): Section A.3.40 (Permitted Activities) to revise the Lady's Island Expanded Home Business district to include short-term rentals as a special use and move forward to County Council for final approval. The motion was approved.

Discussion: To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/147089>

The Vote - Voting Yea: Committee Chair Howard, Council Member Passiment, Council Member Hervochon, Council Member Lawson, Council Member McElynn. Voting Nay: Council Member Sommerville. The motion was approved 5:1.

10. **FIRST READING OF AN ORDINANCE FOR A ZONING MAP AMENDMENT/REZONING REQUEST FOR 2 ACRES (R100 020 000 0020 0000) AT 2706 TRASK PARKWAY FROM T2 RURAL NEIGHBORHOOD TO C4 COMMUNITY CENTER MIXED USE**

Motion: It was moved by Committee Vice-Chair Dawson, seconded by Council Member Glover to approve an ordinance for a zoning Map Amendment/Rezoning Request for 2 acres (R100 020 000 0020 0000) at 2706 Trask Parkway from T2 Rural Neighborhood to C4 Community Center Mixed-Use.

Motion withdrawn

Chairman Howard stated to defer the agenda item to the next meeting.

11. **APPOINTMENT OF GAIL MURRAY TO THE PLANNING COMMISSION FOR A PARTIAL 1st TERM WITH AN EXPIRATION DATE OF 2024**

Motion: It was moved by Committee Vice-Chair Dawson, Seconded by Council Member Glover to approve appointment of Gail Murray to the Planning Commission for a partial 1st term with an expiration date of 2024 and moved forward to County Council for approval. The motion was approved without objection.

12. **CONSIDERATION OF APPOINTMENT FOR JANE FREDERICK TO ZONING BOARD WITH AN EXPIRATION DATE OF 2024**

Motion: It was moved by Council Member Sommerville, seconded by Council Member Glover to approve appointment for Jane Frederick to Zoning Board with an expiration date of 2024 and move forward to County Council for approval. The motion was approved without objection.

13. **CONSIDERATION OF APPOINTMENT FOR WILLIAM BEDINGFIELD TO SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD WITH AN EXPIRATION DATE OF 2024**

Motion: It was moved by Council Member Glover, seconded by Council Member McElynn to approve appointment for William Bedingfield to Southern Beaufort County Corridor Beautification Board with an expiration date of 2024 and move forward to County Council for final approval. The motion was approved without objection.

14. **ADJOURNMENT**

The meeting adjourned at 4:40 PM



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS TMS# R300 028 000 0016 0000 AND ALSO KNOWN AS BERMUDA BLUFF
MEETING NAME AND DATE:
Natural Resources Committee, Monday, December 6 2021
PRESENTER INFORMATION:
Ms. Kate Schaefer, Director of Land Protection, Beaufort County Open Land Trust 5-10 minutes
ITEM BACKGROUND:
NRC approved initial due diligence on 05/03/21 Rural and Critical Land Preservation Board recommended approval of purchase on 10/14/21
PROJECT / ITEM NARRATIVE:
“Bermuda Bluff” property is approximately 24.66 acres at 100 Bermuda Bluff Road in District 3: property maritime forest and uplands and surrounds county-owned property and could provide/expand tidal water access. An appraisal and phase 1 analysis have been completed, the updated survey is pending completion. The landowner has agreed to a purchase price at 75% of appraised value. The closing could occur after the survey is completed, completed survey expected 12/15/21.
FISCAL IMPACT:
\$860,000.00 from the Beaufort County Rural and Critical Land Preservation Program Bond Referendum (Account # 4500)
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the purchase as submitted.
OPTIONS FOR COUNCIL MOTION:
Motion to approve Resolution to purchase Bermuda Bluff for \$860,000.00 Motion to modify Resolution to purchase Bermuda Bluff for \$860,000.00 Motion to reject Resolution to purchase Bermuda Bluff for \$860,000.00

RESOLUTION 2021/_____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS TMS# R300 028 000 0016 0000 AND ALSO KNOWN AS BERMUDA BLUFF

WHEREAS, Mercer Development Corporation and E. Stan Willet (“Seller“) is the current fee simple owner of real property with TMS# R300 028 000 0016 0000 and also known as Bermuda Bluff, hereinafter collectively referred to as the “Property”; and

WHEREAS, the Property contains high ground and maritime forest in and marshes draining into the Port Royal Sound and is adjacent to an existing Beaufort County (“County”) boat landing which often serves as an open space for passive recreation and fishing; and

WHEREAS, the Rural and Critical Land Preservation Board (“RCLPB”) approved due diligence on April 8, 2021; and the Beaufort County Natural Resources Committee approved due diligence on May 3, 2021, in order to determine the conservation value of the Property; and

WHEREAS, the RCLPB recommended approval of the purchase on October 14, 2021; and

WHEREAS, the County desires to buy and Seller desires to sell the Property for a purchase price of Eight Hundred Sixty Thousand and NO/100 (\$860,000.00) Dollars (“Purchase Price”); and

WHEREAS, funding for the Purchase Price shall be provided from the Rural and Critical Lands Program; and

WHEREAS, Beaufort County Council finds that the Property meets the Rural and Critical Land Program Criteria, and it is in the best interest of the citizens of Beaufort County for the County Administrator to execute the necessary documents and provide funding for the fee simple purchase of the Property.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding in the amount of \$860,000 plus closing costs for the fee simple purchase of real property with a TMS# # R300 028 000 0016 0000 and also known as Bermuda Bluff.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Blair

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

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY (“Agreement”) is made and entered into this _____ day of December 2021, by and between **MERCER DEVELOPMENT CORPORATION** ("Seller") and the **BEAUFORT COUNTY**, a subdivision of the State of South Carolina ("Purchaser"); hereinafter collectively referred to as the “Parties”.

WITNESSETH:

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

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

1. **Real Property.** The Seller agrees to sell and the Purchaser agrees to purchase certain real property containing approximately twenty four and sixty-six one-hundredths (24.66) acres with TMS# R300 028 000 0016 0000, commonly known as “Bermuda Bluff” and as further described in Exhibit A attached hereto and incorporated herein by reference; hereinafter collectively referred to as the “Property”.

2. **Purchase Price.** The purchase price of the Property shall be EIGHT HUNDRED AND SIXTY THOUSAND No/100 (\$860,000.00) Dollars (“Purchase Price”).

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

4. **Survey.** Purchaser engaged Christensen-Khahil Surveyors, licensed in South Carolina, to prepare a boundary survey of the Property (the "Survey") identifying acreage to the OCRM Critical Line, which shall be certified to Purchaser and the title insurers.

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

a) Inspection Period. It is understood by the Parties that this Agreement is subject to the return of a Survey satisfactory to the Purchaser. Parties agree this Agreement may be terminated at anytime by Purchaser if the Survey shows a significant decrease in high grounds; or if the Survey produces information which would prohibit the Purchaser from obtaining title insurance.

Purchaser may cancel this Agreement at any time prior to December 31, 2021 (the "Inspection Period"). Purchaser shall notify Seller in writing of its desire to cancel this Agreement. This Agreement shall be cancelled immediately upon Seller's receipt of written cancellation notice, and neither party shall have any further obligations hereunder.

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

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

a) Closing. The Closing shall occur on or before December 31, 2021 ("Closing Date") at the office of Purchaser's attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. All taxes for any years prior to 2021 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

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

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

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

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

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

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

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

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

TO SELLER: Mercer Development Corporation
Attn: E. Stan Willett
38 Peach Knob Drive
Asheville, NC 28804
E-mail: peachknob@bellsouth.net

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

PURCHASER:

Eric L. Greenway
Beaufort County Administrator

WITNESSES:

SELLER:

By: _____
Its: _____

*Exhibit A***PROPERTY DESCRIPTION**

All those certain tracts of land situation in St. Helena Township, Beaufort County, South Carolina and shown collectively on the plat surveyed by Sam Khahil of Christensen-Khahil R.L.S, dated _____ December 2021 and recorded in Plat Book _____ at Page _____ at the office of the Register of Deeds for Beaufort County, South Carolina, said parcels being designated on the referenced plat as high ground consisting of _____ acres. *(approximately 24.66 acres total, 19 acres of high ground pre-survey)*

Beaufort County Tax Map: R300 028 000 0016 0000



Project Analysis: Bermuda Bluff Fee Purchase

PROPOSAL FOR: Approval of Fee Simple Acquisition, Bermuda Bluff

PROPERTY ID:	TMS# R300 028 000 0016 0000
OWNER:	Mercer Development Corporation (Owner's name: Stan Willet)
ACREAGE:	24.66 acres
PARTNERS:	Beaufort County
TOTAL PRICE:	Price expectation \$885,000
PRICE Negotiated/Acre:	\$34,874/acre
RCLPP FUNDS:	\$860,000 (75% of appraised value)
APPRAISED VALUE:	\$1,140,000
ZONING:	T2 Rural, St Helena Preservation Overlay
COUNCIL DISTRICT:	3 (Glover)
LOCATION:	Off Bermuda Bluff Road

Project Location and Attributes:

- Bermuda Bluff Fee is 19 acres of high ground, 5.6 marsh/wetland acres surrounding an existing county owned property – boat landing.
- Access is off of Bermuda Bluff Road
- The property is bordered by agricultural fields.
- Nearby protected property includes Scott Hill Farms, Longwood, Bay Point Vistas, and Lands End Plantation, Fort Freemont.

Purchase and Cost Structure:

- This would be a fee purchase by Beaufort County, with an opportunity to work with County facilities to improve adjacent County Owned property.

RCLP Attributes:

- Connectivity to protected properties
- Water Access and public access

Beaufort County
Rural & Critical
**LAND
PRESERVATION
PROGRAM**

Images:



Figure 1: Bermuda Bluff property as shown on 2020 Greenprint

Beaufort County Rural & Critical LAND PRESERVATION

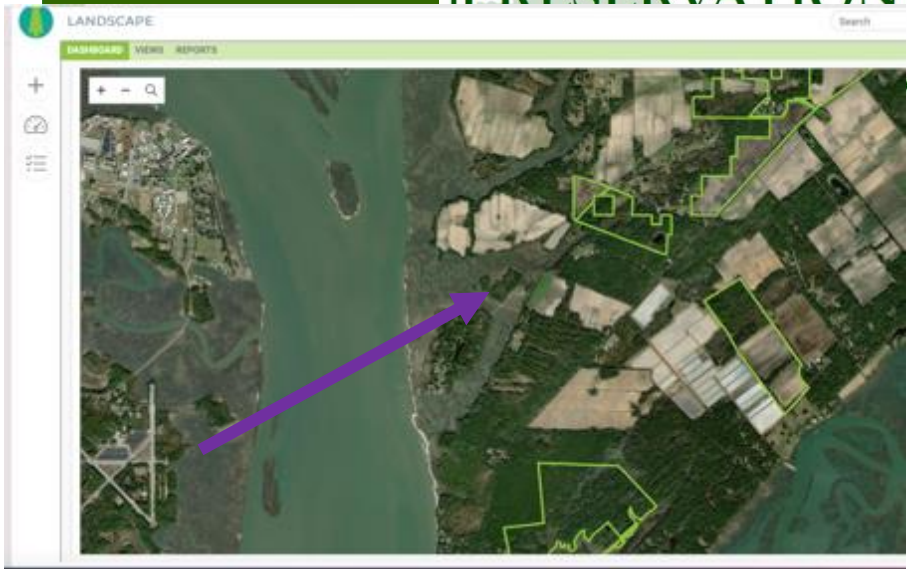


Figure 2: Nearby Protected Lands shown in Green



Figure 3: 2019 Aerial image

PROJECT & CAPACITY FEE QUOTE

Item 8.

Beaufort Jasper Water & Sewer Authority
 Engineering Department
 6 Snake Road
 Okatie, SC 29909
 843- 987-8064

Date: May 22, 2019
REVISED: December 3, 2019

To: Andrew Klosterman Andrews Engineering 2712 Bull Street Beaufort, SC 29902	Project Information Project Name: Beaufort Housing Authority 4-Plex Project No.: 2019-093 Location: Beaufort
--	--

Comments or Special Instructions:

1. All fees are subject to change without notice.
2. Please return a copy of this invoice with your payment.
3. BJWSA will not schedule a pre-construction meeting until the balance due has been paid.

FEES DUE:

Description	Quantity	Units	Unit Cost	Total
Wastewater Capacity Fee:				
One BR per unit = 150 GPD x 8 Units = 1,200 GPD	1,200	GPD	\$ 10.27	\$12,324.00
WW Capacity Fee as of 1/1/2020 = \$13,608.00	1,200	GPD	\$ 11.34	
Water Capacity Fee:				
1,200 GPD x 1.3 = 1,560 GPD	1,560	GPD	\$ 3.30	\$5,148.00
Water Capacity Fee as of 1/1/2020 = \$5,616.00	1,560	GPD	\$ 3.60	
Plan Review Fee:	1	EA.	\$ 300.00	\$300.00
Construction Phase Review Fee:	1,560	GPD	\$ 0.10	\$156.00
Record Drawing Conversion Fee:	1	EA.	\$ 500.00	\$500.00
Pump Station Recording Fee:	0	EA.	\$ 350.00	\$0.00
Blanket Easement Document Recording Fee:	0	EA.	\$ 150.00	\$0.00
Total Due				\$18,428.00

Total Due After 12/31/2019 = \$20,180.00

OK JC
12-3-19



Fees Quoted By: *Sarah Santana* Engineering Administrative Coordinator- Development Projects

201
022
18

Development Name
Location
Road Impact Fee Schedule - Northern Beaufort County Service Area

ITE Code	Land-Use	Enter No. of Dwellings 1,000 sq. ft., VFP, etc.	Unit	Daily Trip Generation per Unit	Primary Trips Factor	Primary Trips
Residential						
210	Single-Family		Dwelling	9.57	100%	
220	Apartment (Multi-Family)		Dwelling	6.72	100%	27
230	Condominiums/Townhouse		Dwelling	5.86	100%	
251-252	Senior Adult Housing		Dwelling	3.48	100%	
254-255	Assisted Living/Continuing Care Retirement Community		Beds	2.81	100%	
Lodging						
310-320	Hotel/Motel		Rooms	8.17	100%	
Retail/Commercial/Services						
412	County Park		Acres	2.28	100%	
430	Golf Course		Holes	35.74	90%	
445	Multiplex Movie Theater		Screens	146.3	90%	
491	Racquet/Tennis Club		1000 sq. ft.	14.03	90%	
492	Health/Fitness Club and/or Bowling Alley		1000 sq. ft. or Lanes	32.93	56%	
820	Shopping Center/General Retail		1000 sq. ft.	42.94	56%	
841	New Car Sales		1000 sq. ft.	33.34	90%	
851	Convenience Market (no gas pumps)		1000 sq. ft.	460.05	26%	
853	Convenience Market w/ Gasoline Pumps		VFP	179.8	26%	
862	Home Improvement/Paint/Garden Store		1000 sq. ft.	29.8	50%	
881	Pharmacy/Drugstore		1000 sq. ft.	88.16	40%	
890	Furniture Store		1000 sq. ft.	5.05	90%	
912	Bank		1000 sq. ft.	148.15	40%	
931	Quality Restaurant		1000 sq. ft.	69.95	41%	
932	High-Turnover Restaurant		1000 sq. ft.	127.15	42%	
934	Fast Food Restaurant		1000 sq. ft.	496.12	31%	
941	Quick Lubrication Vehicle Shop		Service Bays	40	85%	
942	Automobile Care Center		Service Bays	12.48	85%	
947	Self-Service Car Wash		Service Bays	108	70%	
Office						
710	General Office Building		1000 sq. ft.	11.01	90%	
720	Medical-Dentist Office Building		1000 sq. ft.	36.13	90%	
733	Government Office Complex		1000 sq. ft.	27.62	90%	
Institutional/Medical						
520	Elementary School		Students	1.29	85%	
522	Middle/High School		Students	1.62	85%	
540-550	College		Students	1.2	100%	
560-561	Church/Synagogue		1000 sq. ft.	9.11	100%	
565	Day Care		1000 sq. ft.	79.26	15%	
590	Library		Employees	52.52	90%	
610	Hospital		1000 sq. ft.	17.57	100%	
620	Nursing Home		Beds	2.37	100%	
630	Clinic		1000 sq. ft.	31.45	100%	
Industrial						
110	General Light Industrial		1000 sq. ft.	6.97	100%	
120-140	General Heavy Industrial/Manufacturing		1000 sq. ft.	1.5	100%	
150	Warehousing		1000 sq. ft.	3.56	100%	
151	Mini-Warehouse		1000 sq. ft.	1.26	100%	

Total Vehicle Trips per Day

27

Cost per VT/D: \$81.00

Total Road Impact Fee: \$2,177.28

Source: ITE, Trip Generation, 7th ed., 2003; percent primary trips from ITE, Trip Generation Handbook, 2004.
Average trip rate used for daily trip generation
Sq.Ft. = Gross Square Footage
D.U. = Dwelling Units
Bays = Service Bays
V.F.P. = Vehicle Fueling Positions

+ 324.00 (Park Fee
4 units
x 81.00)
2501.28
Print

\$15002.50
PL 4/20
5002.50

RESOLUTION NO. 2021 / __

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

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

WHEREAS, Section 82-33 makes a provision for the waiver/reduction of impact fees that comply with certain Annual Median Income criteria, and

WHEREAS, The Beaufort Housing Authority has constructed certain housing which qualifies for the impact fee reductions, and

WHEREAS, therefore, a request has been received for a 60% reduction in the impact fees due as provided in Section 82-83, and

WHEREAS, The Transportation Fee to be waived/refunded will be \$2612.74. The Parks and Recreation fee to be waived/refunded will be \$388.80. This will require approximately \$3001.54 to be paid from the Affordable Housing Impact Fee allocation approved by the Council in 2019. These fees are estimates only, and Council specifically delegates to the Building and Codes Division the authority to confirm the fees when collected; and

NOW, THEREFORE, County Council hereby RESOLVES TO approve the waivers as specified above, and authorizes the County Administrator to undertake the fee reductions/waivers/refunds and do all things necessary or helpful for implementing same.

IT IS SO ORDERED!

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joe Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

RESOLUTION NO. 2021 / __

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

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

WHEREAS, Section 82-33 makes a provision for the waiver/reduction of impact fees that comply with certain Annual Median Income criteria, and

WHEREAS, Hilton Head Regional Habitat for Humanity has constructed certain housing which qualifies for the impact fee reductions, and

WHEREAS, therefore, a request has been received for a 100% reduction in the impact fees due as provided in Section 82-83, and

WHEREAS, the Transportation Fee to be waived/refunded will be \$9008.00. The Library Fee to be waived/refunded will be \$3,744.00. The Parks and Recreation fee to be waived/refunded will be \$5,016.00. This will require approximately \$17,768.00 to be paid from the Affordable Housing Impact Fee allocation approved by the Council in 2019. These fees are estimates only, and Council specifically delegates to the Building and Codes Division the authority to confirm the fees when collected; and

NOW, THEREFORE, County Council hereby **RESOLVES TO** approve the waivers/reductions/refunds as specified above, and authorizes the County Administrator to undertake the fee reductions and do all things necessary or helpful for implementing the reductions.

IT IS SO ORDERED!

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joe Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

Terms Expired and Vacancies Report
Agencies, Boards, Commissions, Authorities and Commissions
DECEMBER 2021

Terms Expired		Pending	Vacancies		
	Terms Expired (Reappointment)		Number of Vacancies	Position Requirement	Council District (if applicable - otherwise Countywide)
Accommodations Tax (2% State) Board	0		0	N/A	N/A
Airports	0		0	N/A	N/A
Alcohol and Drug Abuse	0		0	N/A	N/A
Beaufort County Transportation	0		2	District 7, 9(PENDING)	District 7, 9
Beaufort Jasper Economic Opportunity Commission	0		0	N/A	N/A
Beaufort Jasper Water and Sewer	0		0	N/A	N/A
Beaufort Memorial Hospital Board of Trustees	0		2(PENDING)	BMH board approved	Countywide
Bluffton Township Fire District Board	0		0	N/A	N/A
Board of Assessment Appeals	0		3	Countywide	Countywide
Burton Fire District Commission	0		0	N/A	N/A
Coastal Zone Management Appellate Panel	0			Inactive	
Construction Adjustments and Appeals Board	0		2	Design Prof./Contractor/Building Industry	Countywide
Daufuskie Island Fire District Board	0		0	N/A	N/A
Design Review Board	0		0	N/A	N/A
Disabilities and Special Needs	0		0	N/A	N/A
Bft. Economic Development Corp	0		0	N/A	N/A
Forestry Commission	N/A			Inactive	
Historic Preservation Review Board	0		1	St.Helena Island	District 3
Keep Beaufort County Beautiful Board	0		2	District 7, 8	District 7, 8
Lady's Island/St. Helena Island Fire District Commission	0		0	N/A	N/A
Library Board	0		1	District 9	District 9
Lowcountry Council of Governments (LCOG)	0		0	N/A	N/A
Lowcountry Regional Transportation Authority	0		0	N/A	N/A
Parks and Recreation Board	0		0	N/A	N/A
Planning Commission	0		0	N/A	N/A
Rural and Critical Lands Preservation Board	0		0	N/A	N/A
Sheldon Fire District Board	0		0	N/A	N/A
Social Services	N/A			Inactive	
Solid Waste and Recycling	0		0	N/A	N/A
Southern Bft. County Corridor Beautification	0		3	District 9, 11 and Town of Bluffton appointee	District 5, 9, 11 and Town of Bluffton appointee
Stormwater Management Utility	0		1	District 2	District 2
Zoning Board of Appeals	1		0	N/A	N/A
Total	1		15		